

Service Terms and Conditions for Tap on Mobile

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1 General

1.1 These Service Terms and Conditions for Tap on Mobile shall apply with respect to the Tap on Mobile Services (the “**ToM Service**”), as agreed between the Merchant and Worldline in the Contract Module for Tap on Mobile.

1.2 These Service Terms and Conditions for Tap on Mobile apply in addition to and should be read in conjunction with the General Terms and Conditions and where applicable any Special Terms and Conditions.

1.3 These Service Terms and Conditions for Tap on Mobile form an integral part of the Contract Module for Tap on Mobile. The Contract Module for Tap on Mobile forms an integral part of the Framework Agreement.

1.4 Any capitalised words used in these Service Terms and Conditions for Tap on Mobile and not defined herein shall be interpreted in accordance with the meaning set out in the Schedule of Definitions, included as part of the Framework Agreement.

1.5 For avoidance of doubt, the ToM Service is not a Regulated Service.

2 Scope and Term

2.1 The ToM Service is delivered via the Tap on Mobile software application (the “**App**”) that can be installed on mobile devices having the required functionality as notified by Worldline from time to time (“**Eligible Mobile Devices**”), and which connect to the Tap on Mobile online portal (“the **Online Portal**”) to enable the Merchant to accept Contactless Transactions on such Eligible Mobile Devices.

2.2 The Contract Module for Tap on Mobile shall commence on the date that Worldline communicates to the Merchant its acceptance of the signed Contract Module for Tap on Mobile having been submitted by the Merchant. Subject to the termination rights set out in the General Terms and Conditions the Contract Module for Tap on Mobile shall continue for a minimum period of twelve (12) months and thereafter shall continue until terminated by either party providing at least three (3) months prior written notice.

3 Tap on Mobile Service

3.1 To receive the ToM Service, the Merchant shall download the App from the Google Play store or the App Store. The App can be installed on any Eligible Mobile Device. To use the App, the Merchant must use a 3G/4G/5G or Wi-Fi internet connection.

3.2 The App will be governed by the rules of the Google Play store or App Store (as applicable) and in accordance with the operating platform’s terms of use.

3.3 The Merchant shall ensure that, at all times, it uses the latest and then current version of the App, ensuring that all updates are installed as soon as they become available.

3.4 The Merchant shall only use the App to accept Contactless Transactions which satisfy the requirements of Worldline, are permitted under the Contract Module for Tap on Mobile and satisfy the requirements of the relevant Payment Schemes from time to time. The Merchant shall not use the App to accept Transactions with Cards that are modified, damaged or expired or are in breach of the any of the Terms.

3.5 Worldline makes no representation or warranty as to the availability of the ToM Service. The App and the Online Portal are made available to the Merchant on an “as is” basis and Worldline makes no warranty or representation that either are provided without defect, error, interruptions or faults or as to the accuracy or completeness of the information contained within. To the maximum extent permitted by Applicable Law, Worldline excludes all warranties and representations with respect to the

App and the Online Portal and although Worldline will use reasonable skill and care to ensure that the App is safe and secure, Worldline does not provide any representation or guarantee that this will be the case or that no damage will occur to Merchant data, software, Eligible Mobile Device or other digital content.

3.6 Without prejudice to any rights of termination or suspension set out in the Terms, the Merchant acknowledges and accepts that Worldline may, at its complete discretion, stop the operation of the App and/or the Online Portal entirely or partially or remove features from the App or Online Portal, for all Merchants, a class of Merchants or any individual Merchant, in the event Worldline reasonably considers that continued operation of the App or Online Portal or a feature of the App or Online Portal may cause loss or damage to Worldline, Merchants, Payment Schemes or Cardholders or if Worldline is no longer able to offer the App or a feature of the App or Online Portal because it becomes a breach of Applicable Law or Payment Scheme Rules or overly onerous in practice for Worldline to do so.

4 Merchant Obligations

4.1 The Merchant acknowledges and agrees that:

- a) it is responsible for identifying and registering Merchant Users who will be given access to the App with Login Credentials;
- b) it will keep a record of all Merchant Users who have been given access to the App and when their access was disabled;
- c) it will regularly train all Merchant Users on the correct handling of the App in accordance with any Instructions received from Worldline from time to time;
- d) it will immediately disable access to the App for any Merchant Users whose employment with or engagement by the Merchant is terminated, suspended or otherwise comes to an end for any reason;
- e) it will take appropriate steps to ensure any Eligible Mobile Device used to access the App has the appropriate software to access and operate the App, is password protected and is protected against malware, viruses and unauthorised access;
- f) it will ensure that passwords for the App and the Eligible Mobile Device used to access the App are not the same and will be changed regularly;
- g) if the Merchant sells or disposes of the Eligible Mobile Device it must first remove the App;
- h) it will comply with any third party terms relevant to the App;
- i) it is solely responsible for the use of the App including by Merchant Users;
- j) it will comply with all reasonable Instructions provided by Worldline, in relation to the use of the App.

4.2 The Merchant must not use the App or Online Portal for anything other than processing Contactless Transactions and always in compliance with the Terms and Applicable Laws.

4.3 Merchants using the ToM Service as their sole payment processing platform shall be required to demonstrate compliance using the scope of SAQ B-IP V4 as published by the PCI Security Standards Council. Merchants may self-assess using the SAQ template provided by the PCI Security Standards Council or may engage a Qualified Security Assessor Company to perform an independent assessment resulting in a Report on Compliance and Attestation of Compliance limited to the scope of the requirements contained in SAQ B-IP. Where Tap on Mobile is not the sole payment acceptance method Merchants will be required to demonstrate compliance using the reporting method that covers all in scope processes.

4.4 Should Worldline suspect any non-compliance with the Merchant obligations in these Service Terms and Conditions for Tap on Mobile, Worldline may suspend or limit the Merchant’s use of the App or the ToM Service.

5 Data Collection and Management

5.1 The Merchant and users agree that Worldline may collect a range of information relating to the Merchant's Eligible Mobile Device following the download of the App. This is required for the App to properly function, for security purposes, for Worldline to better provide assistance and to further develop the App.

5.2 The information collected may include App type and version, network type and carrier name, IP address, device type and model, operating system and security information related to the Merchant's Eligible Mobile Device (e.g. whether the Merchant has jailbroken the Eligible Mobile Device).

5.3 The Merchant may use the App to send Receipts to its customers via email and the Merchant acknowledges that any customer email address that the Merchant collects is Personal Data that it will protect in accordance with the Data Protection Legislation.

6 Liability

6.1 Notwithstanding any liability provisions set out in the Terms, Worldline will not be responsible for any loss or damage suffered by the Merchant due to any disruption, down time or maintenance of the App and/or the Online Portal. The Merchant will be responsible for ensuring a network connection is maintained between the Eligible Mobile Device and the Online Portal and for the availability and security of such connection. Worldline will not be responsible for any errors or delays to Contactless Transactions caused by the failure of such connection

6.2 The Merchant is solely responsible for ensuring the physical and electronic security of its Eligible Mobile Device.

6.3 Worldline will not be liable if the Eligible Mobile Device is lost, damaged or stolen.

7 Miscellaneous

7.1 The App may only be used on one Eligible Mobile Device by one person (on behalf of the Merchant) at any time. This means that only one user may process a Transaction on an Eligible Mobile Device at any given time.

7.2 The Merchant shall only use the App to process sales and refund Transactions and shall strictly refrain from processing a cash transaction or provide cash out using the App.

7.3 The Merchant is responsible for all telecommunication costs (including standard charges, data costs and other fees) in relation to use of the App on the Eligible Mobile Device.

7.4 The Merchant acknowledges that App Store is a service mark of Apple Inc. and Google Play is a registered trademark of Google Inc.