

Service Terms and Conditions for Online Payments Gateway

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1 General

1.1 These Service Terms and Conditions shall apply with respect to the Online Payments Gateway, as agreed between the Merchant and Worldline in the Contract Module for Online Payments Gateway. They apply in addition to and should be read in conjunction with the General Terms and Conditions and where applicable any Special Terms and Conditions.

1.2 These Service Terms and Conditions for Online Payments Gateway form an integral part of the Contract Module for Online Payments Gateway. The Contract Module for Online Payments Gateway forms an integral part of the Framework Agreement.

1.3 Any capitalised words used in these Service Terms and Conditions for Online Payment Gateway shall be interpreted in accordance with the meaning set out in the Schedule of Definitions, included as part of the Framework Agreement.

1.4 For avoidance of doubt, the Online Payments Gateway is not a Regulated Service.

2 Duration and Object

2.1 The Contract Module for Online Payments Gateway shall commence:

- where procured by the Merchant in conjunction with Acquiring Services, on the same date as the Acquiring Services commence as set out in the Service Terms and Conditions for Acquiring Services; and
- where procured at a different time from the Acquiring Services, on the date of activation of the first Online Gateway Account.

2.2 Subject to the termination rights set out in the General Terms and Conditions, the Contract Module for Online Payments Gateway 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.

2.3 The Online Payments Gateway acts as a Virtual Terminal which facilitates the Merchant transmitting online Transactions to the Acquirer and includes the following:

- the Online Gateway Platform, providing the infrastructure that enables the Merchant to manage the Transaction data and to send such Transaction data to and receive responses from the Acquirer for further processing of the Transaction data; and
- the hosting of the Online Gateway Account including any data processed by Worldline as part of the Online Payments Gateway.

The specific configuration, features and options activated for the Merchant shall be as described in the Contract Module for Online Payments Gateway.

2.4 It is a prerequisite for the provision of the Online Payments Gateway to the Merchant that:

- the Merchant has established a secure connection to the Online Gateway Platform before the start of the Online Payments Gateway Service and maintains an up-to-date connection throughout the term of the Contract Module for Online Payments Gateway under the Instructions notified by Worldline from time to time; and
- the Online Gateway Platform is connected to the Acquirer before the start of the Online Payments Gateway service commencement and this connection shall continue to be available throughout the term of the Contract Module for Online Payments Gateway.

2.5 In providing the Online Payments Gateway, Worldline acts as a technical intermediary between the Merchant, the Cardholders and the Acquirer. Any Transaction funds to be settled by Worldline will be settled to the Merchants in accordance with the Contract Module for Acquiring Services and the Service Terms and Conditions for Acquiring Services shall apply in relation to such settlement. Where any Transactions are to be executed by a Third-Party Acquirer, Worldline shall have no liability for any incorrect execution of the Transactions.

2.6 The Online Payments Gateway Service is provided in a "Software as a Service" mode and is provided from the Online Gateway Platform as a shared service to the Merchant and numerous other customers of Worldline at the same time.

2.7 Other than as described in these Service Terms and Conditions and Contract Module for Online Payments Gateway, the Online Payments Gateway does not include any commercial or functional aspect linked to the Merchant's sales process, such as the creation and hosting of product catalogues or the delivery of goods and/or other services.

3 Creation and Maintaining of the Online Gateway Account

3.1 Before the activation of the Online Gateway Account, the Merchant shall create a test account in the test environment of the Online Gateway Platform. The Merchant may, at its discretion, thoroughly test all functionalities of the Online Gateway Account and the use of the Online Gateway Account together with its Infrastructure. When the Merchant deems it appropriate, the Merchant can request the activation of its Online Gateway Account in the "production environment" of the Online Gateway Platform.

3.2 Worldline may update the Online Gateway Platform from time to time by releasing new versions thereof. Before each new software release related to the Online Gateway Platform, the Merchant shall thoroughly test the compatibility of such new release with its Infrastructure and make adaptations to its Infrastructure, if necessary, to ensure compatibility with the newly released software. The Merchants shall be fully responsible for any costs arising from any changes to its Infrastructure.

3.3 If the Merchant makes use of a Solution Provider or was introduced to Worldline by a Business Introducer, the Merchant authorises Worldline to:

- provide access to the Online Gateway Account to such Solution Provider or Business Introducer; and
- share with the Solution Provider or Business Introducer all data and other information required by such Solution Provider or Business Introducer.

4 Use of Online Gateway Account

4.1 The Online Gateway Account allows the Merchant to consult, review and manage the status of the Transactions, and view and configure its profile and the settings of the Online Gateway Account. The Merchant can have one or several Online Gateway Accounts. The features and services included in the Online Payments Gateway are further described in the Contract Module and the Instructions.

4.2 Except for the content made directly available by Worldline on the Online Gateway Account, the Merchant shall be fully and solely responsible for:

- the content of its Online Gateway Account;
- the use of its Online Gateway Account, including the use by the Merchant Users and the configuration of the parameters of the Online Gateway Account; and
- the Transactions.

4.3 The Merchant undertakes to keep the content of its Online Gateway Account accurate, complete and up-to-date.

4.4 The Merchant shall manage its Online Gateway Account in good faith and in accordance with all Applicable Laws. In particular, the Merchant shall be solely responsible for and liable to Worldline for:

- the management of the PSPID;
- the selection of the Merchant Users;
- the use and safeguarding of Login Credentials;
- its use of the Online Gateway Account or any components thereof; and
- the conduct of its Merchant Users.

5 Security and Control of Transactions

5.1 The Merchant is responsible for the installation, operation, maintenance and security of its own equipment and software used to benefit from the Online Payments Gateway. The Merchant acknowledges that it must put in place appropriate security measures to protect the integrity of the Online Gateway Platform, the Online Gateway Account, the Transactions and its financial interests. The Instructions include a general overview of security guidelines and recommendations, which is not exhaustive and subject to change from time to time. It is provided as a recommendation only and it is the responsibility of the Merchant to evaluate if its security measures are adequate, given the specific circumstances of the Merchant.

5.2 As part of the security measures, without being limited thereto, the Merchant must:

- a) install security patches and activate security configurations on all machines that are connected to the Online Gateway Platform;
- b) never store any Cardholder data or visual cryptograms (such as CVC/CVV), on any type of support, unless the Merchant has the appropriate PCI/DSS certification to do so;
- c) protect all passwords and change them regularly, in particular, the Merchant Users' passwords as part of the Login Credentials to access the Online Gateway Account(s);
- d) protect access to all its servers, applications and technical infrastructure, particularly by means of firewalls, intrusion prevention systems and anti-virus;
- e) implement an internal security policy;
- f) train its personnel in the correct handling and use of the Online Gateway Platform and Online Gateway Account at regular intervals, including before the first use thereof;
- g) where applicable obtain a PCI/DSS certification; and
- h) notify Worldline of any Solution Providers or other third parties engaged by Merchant to process, transmit or store any Cardholder data (and as between Worldline and the Merchant, the Merchant shall be responsible for all costs relating to the registration of such third parties with the applicable Payment Schemes).

5.3 Worldline may, partially or entirely, suspend the provision of the Online Payments Gateway Service and/or the use and access to the Online Gateway Account and Online Gateway Platform if, in the reasonable opinion of Worldline, the control and/or security measures implemented by the Merchant are inadequate or in case any abnormal or divergent use of the Online Payments Gateway Service is observed.

5.4 The Online Payments Gateway includes several automatic and manual tools allowing the Merchant to verify the consistency between the Transactions processed by Worldline and its own sales application. Such tools enable (among other functions):

- a) the online consultation of Transactions in the Online Gateway Account;
- b) to ascertain the integrity of the payment data through the configuration of security parameters using industry-standard cryptography systems; and
- c) the provision of information to the Merchant about the Transactions that are being processed.

5.5 The Merchant undertakes to set up and apply adequate control measures to verify in a timely manner the proper processing of Transactions, including the settlement of the Transactions.

5.6 The Merchant acknowledges that it has been informed that the Online Payments Gateway includes an optional fraud risk management solution aiming to restrict the risk of fraud and the negative effect thereof on the activity of the Merchant. This option can be activated by the Merchant via the Contract Module for Online Payments Gateway (under the conditions included therein).

5.7 The Merchant shall be solely responsible for any damage resulting from any breach of its obligations under this clause 5. The Merchant acknowledges that the implementation of inadequate security measures, procedures or controls is detrimental, not only to the Merchant but also to the other users of the Online Payments Gateway Service and the payments ecosystem as a whole.

5.8 The Online Payments Gateway Service is and shall continue to be provided in accordance with PCI/DSS (or an equivalent successor international standard) throughout the term of the Contract Module for Online Payments Gateway.

5.9 Worldline can take all actions it deems necessary or useful to host and protect the Online Gateway Account, such as the creation of backup copies of its content, provided that it shall do so always in compliance with Applicable Laws and PCI/DSS requirements.

6 Support

6.1 In the event of technical problems relating to the Online Gateway Account, the Merchant can access support at worldline.com/en-gb/merchant-services-uk/support and can contact Worldline using the details provided at worldline.com/en-gb/merchant-services-uk/contact.

6.2 Support is provided free of charge under the following conditions:

- a) the Merchant's subscription as determined in the Contract Module for Online Payment Gateway does not exclude free of charge support;
- b) the Merchant shall have reasonable knowledge of the Online Payments Gateway and shall first have attempted to determine the cause of the problem by using the available Instructions;
- c) the problem has originated from the Online Payments Gateway and not from any other system upstream or downstream in the payments chain or the Merchant's Infrastructure;
- d) if the requested support relates to a test account, the Merchant shall activate an Online Gateway Account in the production environment on the Online Gateway Platform within three (3) months of the said support request.

6.3 If the above conditions are not met, the Merchant may be charged and invoiced for such support in accordance with Worldline's applicable day rate, as included in the Contract Module for Online Payments Gateway.

6.4 On request and subject to agreement on scope, Worldline can provide consultancy services or training to support the Merchant. The applicable day rate set out in the Contract Module for Online Payments Gateway shall apply to such support.

7 Data Protection

7.1 If the Merchant opts in the Contract Module for Online Payments Gateway to have a solution for which it uses its own payment page, the Merchant commits to display on its payment page the Worldline privacy notice available at worldline.com/en-gb/compliancy/privacy. If the Merchant opts to have the MO/TO (mail order/telephone order) solution, the Merchant commits to display this Worldline privacy notice in the first communication with the data subject, and in any case within one (1) month following the collection of its personal data.

7.2 Except as set out in clause 7.1, and/or in relation to any processing by Worldline under the Framework Agreement, any Contract Module or the performance or provision of any Service as a controller (including the provision of the fraud risk management service), Worldline shall act as a processor in providing the Online Payments Gateway Service and the conditions of such processing shall be as set out in the Data Processing Terms for Online Payments Gateway. These can be accessed at worldline.com/en-gb/merchant-services-uk/data-privacy. By executing the Contract Module for Online Payments Gateway, the Parties agree to be bound by the Data Processing Terms for Online Payments Gateway.

8 Miscellaneous

8.1 Worldline has the right to discontinue the availability of a connection between the Online Gateway Platform and the Acquirer or other third-party service provider (including a Solution Provider) at any time and without prior notice in circumstances where: i) Worldline would have grounds to suspend the Services pursuant to the General Terms and Conditions or where Worldline becomes aware of or suspects any non-compliance with these Service Terms and Conditions; or ii) due to a decision by the other third-party service provider (generally or specifically relating to the Merchant, e.g. because such third party service provider terminates its relationship with the Merchant or refuses to update its connection to Worldline to accommodate new software releases).

8.2 The Merchant shall integrate and use the Online Payments Gateway in accordance with the Instructions and observing good industry practices. The Merchant shall only use the Online Payments Gateway on its own behalf and not for any purposes which are not explicitly described in the Contract Module for Online Payments Gateway or foreseen in the Instructions.

8.3 The Merchant shall not send (i) any systematic queries to the Online Gateway Platform to check its availability or (ii) any requests regarding the status of non-existing Transactions or Transactions for which the status can no longer evolve.