

# Schedule of Definitions (GBR 05.2024)

<b>Accessories:</b>	means items supplied by Worldline for use of or with the Terminals including, without limitation, rechargeable batteries, power supplies, cables, covers, holsters, in each case whether supplied with the Terminals or separately.
<b>Additional Services:</b>	means any Services other than Regulated Services provided by Worldline to the Merchant under a Contract Module, including without limitation in relation to Online Payments Gateway, Terminals and/or Tap on Mobile.
<b>Acquirer:</b>	means an authorised payment institution which enables merchants to accept Cards as a means of cashless payment (within Card Present Business or Card Not Present Business) and ensures the processing of the Transactions generated. An Acquirer holds i) authorisation to act as a payment institution from the applicable financial regulator body and ii) licenses from the relevant Payment Schemes in order to process Transactions.
<b>Acquiring Services:</b>	means the Regulated Services provided by Worldline as further described and provided in accordance with the Contract Module for Acquiring Services and the Terms and Conditions for Acquiring Services
<b>Alternative Payment Means:</b>	means payment means which can be used to initiate Transactions without being dependent on a physical card. Generally, these Alternative Payment Means are constructed under the form of an application stored on a mobile device or wearable, examples of such could include Alipay+ or WeChat Pay.
<b>Applicable Laws:</b>	means any applicable law, statute, by-law, regulation, order, regulatory policy (including any requirement or notice of any Regulatory Authority), guidance or industry code of practice, rule of court or directives, delegated or subordinate legislations applicable within the Territory or to the Services provided by Worldline under a Contract Module.
<b>Authorisation:</b>	means the process whereby the Issuer verifies whether a Card is valid or not blocked and whether the Transaction amount is within the approved limit.
<b>Business Day:</b>	means day which is not a public holiday, Saturday or Sunday in the United Kingdom.
<b>Business Introducer:</b>	means a third-party business introducer or "white label" partner of Worldline which introduced the Merchant to Worldline or commercialised the Online Payments Gateway to the Merchant.
<b>Card:</b>	means i) a device that can be used by a Cardholder (amongst other purposes) to pay for goods and services or ii) an Alternative Payment Means, in either case which are correctly issued by an authorised and/or licensed Issuer, bearing a trade mark of a Payment Scheme.
<b>Card Not Present Business:</b>	means a business where neither the Cardholder nor the Card are physically present at the time of initiation of the Transaction. In such cases, Transactions are mainly carried out through the Internet, mail order, telephone order, fax, letters etc.
<b>Card Present Business:</b>	means a business where both the Cardholder and the Card are physically present at a Point of Sale.
<b>Cardholder:</b>	means a customer of the Merchant that purchases goods and/or services offered by the Merchant and pays for them on a cashless basis using a Card.
<b>Chargeback:</b>	means the reversal of a Transaction delivered by the Merchant or of a Settlement already credited as a result of a justified objection regarding the Transaction by the Cardholder or the Issuer.
<b>Charity:</b>	means a body whose annual income is less than £1 million and is (i) in England and Wales, a charity as defined by section 1(1) of the Charities Act 2011 (meaning of "charity"); (ii) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005 (general interpretation); (iii) in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008 (meaning of "charity").
<b>Commercial Card:</b>	means a Card that is issued to companies, public sector entities or sole proprietors and is limited to a commercial or official use; whereby the Transactions initiated with the Card are debited to the account of the company, the public sector entity or the sole proprietor.
<b>Confidential Information:</b>	means information that is designated as 'confidential' or which by its nature is clearly confidential and includes any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, customers, suppliers or methods of one party and disclosed to or otherwise obtained by the other party in connection with the Framework Agreement, any Contract Module or performance or receipt of the Services;
<b>Consumer Card:</b>	means a Card that is issued to natural persons and its use cannot be attributed to their commercial, corporate or professional activity; whereby the Transactions initiated with the Card are debited to the account of the natural person.

<b>Contactless:</b>	means the initiation of Transactions using “near field communication” (NFC) which is an international standard for the transmission of data via radio technology. Such Transaction initiations require a Terminal with an NFC reader and a Card with an NFC-compatible chip. The chip data is read by holding the Card to the NFC reader.
<b>Contract Module:</b>	means the contract module document entered into between the parties under the Framework Agreement, describing the provision of a particular Service and that is governed by the applicable Service Terms and Conditions for such service.
<b>Corporate client:</b>	means a client that is not a, Micro-enterprise, Charity or a consumer (as defined in the PSR).
<b>Cover Document:</b>	means the part of the Framework Agreement that identifies the parties, sets out the scope of Services and is signed by the Merchant.
<b>Credit:</b>	means full or partial refund of a Transaction to the Card that was originally debited.
<b>Credit Card:</b>	means a Card used to pay for goods and services further to which the account of the Cardholder is subsequently debited by the Issuer.
<b>Data Processing Terms:</b>	means the data processing terms that apply when Worldline processes personal data, as a processor, on behalf of a Merchant, as a controller, as are applicable to the specific Services and as are included at: <a href="https://worldline.com/en-gb/merchant-services-uk/data-privacy">worldline.com/en-gb/merchant-services-uk/data-privacy</a>
<b>Data Protection Legislation:</b>	<p>means any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction relating to the processing, privacy and use of personal data to the extent applicable to the Framework Agreement, any Contract Module or performance or receipt of any Service and/or Products from time to time, which include, but are not limited to, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and the EU GDPR, as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and incorporated as applicable into the law of England and Wales, Scotland, and Northern Ireland under the European Union (Withdrawal) Act 2018 and the EU GDPR, as amended, shall be referred to as the “<b>UK GDPR</b>”.</p> <p>Any reference to <b>controller, data subject, personal data breach, processor, supervisory authority and processing</b> shall have the meanings set out in Data Protection Legislation and <b>process</b> and <b>processed</b> when used in relation to the processing of Personal Data, shall be construed accordingly.</p>
<b>Debit Card:</b>	means a Card used to pay for goods and services further to which the account of the Cardholder is debited immediately by the Issuer.
<b>Delivery:</b>	means the delivery date of Terminals supplied by Worldline under the Contract Module for Payment Terminals, being the date such Terminals are received by the Merchant.
<b>Electronic Execution:</b>	means execution and delivery of a Transaction making use of a Terminal or Online Payment Gateway and the electronic delivery to the System
<b>EMV:</b>	means the applicable standards for Cards that are equipped with a processor chip as well as the associated chip card reader device (such as Terminals). EMV Transactions are payments that are processed by having the Card data read electronically at an EMV Terminal from the processor chip of the Card.
<b>EU GDPR:</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data.
<b>Financial Institution:</b>	means a bank or other financial institution or credit institution responsible for making and/or receiving payments on behalf of Worldline or the Merchant, as applicable.
<b>Force Majeure Event:</b>	<p>means any circumstance not within a party’s reasonable control which renders performance of the affected party’s contractual obligations impossible, including (without limitation) an event which falls into one or more of the following categories:</p> <ol style="list-style-type: none"> <li>a) acts of God, flood, drought, earthquake or other natural disaster;</li> <li>b) emergency, pandemic or epidemic;</li> <li>c) terrorist attack, war or riots;</li> <li>d) nuclear, chemical or biological contamination; and</li> <li>e) collapse of buildings, fire, explosion or accident;</li> </ol> <p>but does not include:</p> <ol style="list-style-type: none"> <li>i) a lack of funds or lack of manpower for any reason;</li> <li>ii) a party’s own default, misconduct or negligence; or</li> <li>iii) events or circumstances that could have been prevented or overcome by that party as a result of exercising reasonable care or foresight.</li> </ol>
<b>Framework Agreement:</b>	means the framework agreement for cashless payment services between Worldline and the Merchant, comprised of the documents referred to in the Cover Document.
<b>General Terms and Conditions:</b>	means the terms and conditions that apply generally to the Framework Agreement and any Services provided by Worldline under a Contract Module as indicated on the Cover Document.
<b>Hardware Terminal:</b>	means the stationary or mobile hardware devices used to execute Transactions at a Point of Sale.
<b>Infrastructure:</b>	means the technical installations, software, networks and facilities attributable to the Merchant and enabling the Merchant to technically support and/or integrate the Services and/or Products to which it has subscribed under this Framework Agreement.

<b>Interface Software:</b>	means the multi-functional interface drivers MPD (Multi Protocol Driver) and TIM (Till Integration Module) that are used to integrate Terminals in cash register systems.
<b>Insolvency Event:</b>	<p>means where in relation to either party:</p> <ul style="list-style-type: none"> <li>• any resolution is passed or order made or any steps are taken for its winding up, dissolution, administration or re organisation;</li> <li>• a liquidator (otherwise than for the purposes of an amalgamation or reconstruction), monitor, administrator, receiver, administrative receiver, nominee, supervisor or other similar officer being appointed;</li> <li>• any composition, compromise or arrangement is proposed, applied for or entered into with creditors;</li> <li>• any restructuring plan, composition, compromise or arrangement is applied for or entered into with creditors or members the purpose of which is to eliminate, reduce, prevent or mitigate the effect of any financial difficulties;</li> <li>• any distress being levied or commercial rent arrears recovery being exercised on its goods;</li> <li>• it ceasing or threatening to cease carrying on business;</li> <li>• it becoming unable to pay its debts within the meaning of section 123 Insolvency Act 1986;</li> <li>• a petition is presented for its winding up;</li> <li>• a notice of intention to appoint an administrator is filed with the court and/or served on any creditor;</li> <li>• any document is filed at court initiating or applying for a moratorium or an order is made for a moratorium to come into force;</li> <li>• any action to enter into any informal scheme, arrangement, compromise or restructuring plan with creditors;</li> <li>• is otherwise rendered incapable of performing its obligations under the Framework Agreement; or</li> <li>• it enters into any analogous or similar procedure in any jurisdiction.</li> </ul>
<b>Instructions:</b>	means the instructions, implementation or user guides, operating or integration guides, installation guides, operational routine descriptions, security measures, specification, change or termination request form, support description or any other documentation etc. issued or made available by Worldline to the Merchant in written form from time to time for the purpose of the Services or Products provided under a Contract Module.
<b>Intellectual Property Rights:</b>	means rights in patents (including utility models), designs (whether or not capable of registration), semi-conductor topography rights, copyright, moral rights, database rights, trademarks, service marks, trade and business names, rights to sue for passing off, rights in the nature of unfair competition rights, trade secret, confidentiality and other proprietary rights including rights to technical information, applications to register any of the foregoing, rights to take action for past infringements in respect of any of the foregoing, and all rights in the nature of any of the foregoing anywhere in the world.
<b>Issuer</b>	means an institution authorised by the Payment Scheme for the issuing of Cards to Cardholders.
<b>Login Credentials:</b>	means the combination of i) a unique identifier issued to a Merchant User by Worldline and ii) a password supplied by Worldline or generated by the Merchant User in accordance with the Instructions, that provides the Merchant User with access to any of the Worldline IT Tools.
<b>Merchant:</b>	means the person identified as the merchant in the Cover Document.
<b>Merchant Category Code (MCC):</b>	means the grid specified by the card schemes that enables the Merchant's business activities to be allocated by Worldline to one or more sector categories.
<b>Merchant Forms:</b>	means the merchant identification and anti-money laundering regulation forms as referenced in the Cover Document, provided by Worldline and completed by the Merchant and forming part of the Framework Agreement.
<b>Merchant Portal:</b>	means the interface provided by Worldline to which the Merchant has access and where the Merchant Users can find information in connection with the Services including digitalised Settlement notices, Transaction and Terminal information, as well as reports and self-service functionalities.
<b>Merchant User:</b>	means any natural person selected by the Merchant to have access on the Merchant's behalf to any of the Worldline IT Tools.
<b>Micro-enterprise:</b>	means an enterprise which: (a) employs fewer than 10 persons; and (b) has a turnover or annual balance sheet that does not exceed EUR 2 million.
<b>mPOS Terminal:</b>	means a mobile Card reader that is operated by means of a compatible mobile end device (e.g. smartphone or tablet) and an application.
<b>Network Service Provider (NSP):</b>	means a service provider which offers payment solutions through its network platform that allows electronic means of payment to be accepted at a Point of Sale.
<b>Online Gateway Account:</b>	means the account created in the name of the Merchant to enable the Merchant's use and management of the Online Payments Gateway service. The Online Gateway Account is identified by a PSPID.
<b>Online Gateway Platform:</b>	means the payment processing platform operated by Worldline to provide the Online Payments Gateway service.
<b>Online Payments Gateway:</b>	means the services provided by Worldline as further described and provided in accordance with the Contract Module for Online Payments Gateway and the Terms and Conditions for Online Payments Gateway.
<b>Payment Default:</b>	means a failure by the Merchant to pay on the due date any amount payable pursuant to a Recourse Claim or any other amount payable by it under the Framework Agreement.

<b>Payment Scheme:</b>	means the licensor (such as Visa, Mastercard, WeChat etc.) that allows for Issuers to issue Cards to its Cardholders and for Acquirers to its Merchants to accept such Cards at the Point of Sale or Webshop.
<b>Payment Service Provider (PSP):</b>	means a service provider which offers payment solutions, such as an application that allows electronic means of payment to be accepted in a Point of Sale or Webshop.
<b>PCI/DSS:</b>	means the Payment Card Industry Data Security Standard. The PCI/DSS rulebook in effect from time to time can be found on <a href="http://www.pcisecuritystandards.org">www.pcisecuritystandards.org</a> ;
<b>PCI Standards:</b>	means the security standards which are defined by the Payment Card Industry Security Standards Council (PCI SSC) whose implementation is imposed by the Payment Schemes. More information can be found at <a href="http://pcisecuritystandards.org">pcisecuritystandards.org</a>
<b>Personal data:</b>	means information that relates to an identified or identifiable individual that is processed within the scope of this Framework Agreement.
<b>PIN (Personal Identification Number):</b>	means the personal combination of digits that authenticates the Cardholder as a legitimate user of the Card.
<b>Penalty:</b>	means any fine, assessment or other financial penalty imposed on Worldline by a Payment Scheme or a Regulatory Authority having the right of supervision over Worldline due to an act or omission (or the general conduct) of the Merchant (or any Solution Provider or other third-party service provider of the Merchant).
<b>PSC:</b>	means People with Significant Control in relation to the Merchant, meaning any individual, company or other entity who directly or indirectly owns or controls the Merchant including any who hold: <ul style="list-style-type: none"> <li>• more than 25% of shares in the company;</li> <li>• more than 25% of voting rights in the company; or</li> <li>• the right to appoint or remove the majority of the board of directors</li> </ul>
<b>PSD complaint:</b>	means any oral or written expression of dissatisfaction, whether justified or not, from or on behalf of, a Merchant about the provision of, or failure to provide, a financial service or a redress determination: <ul style="list-style-type: none"> <li>• which alleges that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience; and</li> <li>• concerning the rights and obligations arising under Parts 6 and 7 of the PSR (to the extent these are not excluded within the Framework Agreement).</li> </ul>
<b>Point of Sale:</b>	means a physical checkout counter in a store where a Cardholder can complete a purchase and initiate a Transaction.
<b>Product:</b>	means any hardware products (including any software incorporated therein) provided by Worldline under a Contract Module, including Terminals where these have been supplied by Worldline under a Contract Module for Payment Terminals.
<b>PSPID:</b>	means a unique, non-modifiable identifier for the Online Gateway Account of the Merchant, chosen by the Merchant during the process of subscribing to the Online Payments Service and used by Worldline to identify the Merchant. A PSPID must have no less than five (5) and no more than fifteen (15) characters.
<b>PSR:</b>	means the UK Payment Services Regulations 2017 as amended from time to time.
<b>Receipt:</b>	means the physical or electronic confirmation of the Electronic Execution of a Transaction generated at a Point of Sale or Webshop.
<b>Recourse Claim:</b>	means any claim of Worldline against the Merchant in respect of any (i) Chargeback, (ii) refund, (iii) rejected, fraudulent, reversed or otherwise corrected Transaction or (iv) fees, costs, handling charges or Penalties, etc. that Worldline is required to pay to the Payment Schemes, any Regulatory Authority or other third party in connection with any claim.
<b>Regulated Service:</b>	means a Service provided by Worldline under a Contract Module that is governed by the PSR.
<b>Regulatory Authority:</b>	means any person or law enforcement or other agency or competent authority having regulatory, supervisory or governmental authority (whether under a statutory scheme or otherwise) over all or any part of: <ol style="list-style-type: none"> <li>a) the provision or receipt of the Services; or</li> <li>b) the business of Worldline or the Merchant in connection with the provision or receipt of the Services, including the Information Commissioner, Payment Systems Regulator (PSR), Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA), as applicable.</li> </ol>
<b>Secured Obligations:</b>	means, at any time, all present and future monies, debts and liabilities due, owed to or incurred by the Merchant pursuant to the Recourse Claims, any unpaid fees and any other obligation of the Merchant towards Worldline.
<b>Service(s):</b>	means the Acquirer Service and any Additional Services identified as applicable in the relevant Cover Document and provided by Worldline under a Contract Module.
<b>Service Package:</b>	means the service package subscribed to by the Merchant to provide support to the Terminals purchased under the Contract Module for Payment Terminals.
<b>Service Terms and Conditions:</b>	means the terms and conditions applicable to a specific Service or Product provided by Worldline under a Contract Module as indicated on the Cover Document.

<b>Settlement:</b>	means the aggregate Transaction amount for the relevant period, minus any fees and/or amounts due under the Framework Agreement, to be transferred by Worldline to the Merchant's Financial Institution in accordance with the Service Terms and Conditions for Acquiring Services (and "Settle" shall be interpreted accordingly).
<b>Solution Provider:</b>	means a third-party service provider connecting the Merchant's sales application with the Online Gateway Platform on behalf of the Merchant.
<b>Special Register:</b>	means any register, database or monitoring system maintained by a Payment Scheme, Regulatory Authority or payment industry organisation from time to time relating to breaches of contracts or the generally detrimental conduct of parties to contracts under which payment services are provided, including the termination for cause of such contracts.
<b>Special Terms and Conditions:</b>	means the special terms and conditions applicable to the Services which address Merchant-specific requirements that are not covered within the General Terms and Conditions or the Service Terms and Conditions. They serve as supplementary clauses to ensure that the Terms account for the particularities of a Merchant's industry or other requirements.
<b>Specification:</b>	means the specification of the characteristics, features and/or dimensions of the Terminals rented or purchased by the Merchant as included under a Contract Module for Payment Terminals or as otherwise made available to the Merchant by Worldline.
<b>Strong Customer Authentication (SCA):</b>	means the authentication method based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something only the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.
<b>System:</b>	means the electronic Authorisation and Settlement system operated by Worldline for processing Transactions. The Merchant Portal is part of the System.
<b>Tap on Mobile:</b>	means the services provided by Worldline as further described and provided in accordance with the Contract Module for Tap on Mobile and the Terms and Conditions for Tap on Mobile.
<b>Terminals:</b>	means in Card Present Business payment devices which are either Hardware Terminals or mPOS Terminals and in Card Not Present Business means Virtual Terminals.
<b>Terminal Defect:</b>	means any material defect with the Terminal (hardware) or Terminal Software. "Defective" and "Defective Terminal" shall be read accordingly.
<b>Terminal Software:</b>	means all software embedded in the Hardware Terminal including the Interface Software and where agreed in the Contract Module the payment application configured in accordance with the EP2 payment standard.
<b>Terms:</b>	means collectively and as applicable the General Terms and Conditions, the Service Terms and Conditions and the Special Terms and Conditions.
<b>Territory:</b>	means the United Kingdom of Great Britain and Northern Ireland.
<b>Third-Party Acquirer:</b>	means an Acquirer other than Worldline.
<b>Transaction:</b>	means a cashless payment procedure carried out by the Merchant by means of Electronic Execution, with the Transaction data subsequently being processed by the System.
<b>Virtual Terminal:</b>	means the applications that allow Card Not Present Business Transactions to be executed without using a Hardware Terminal.
<b>Webshop :</b>	means an Internet website, where a Cardholder can complete a purchase and initiate a Transaction.
<b>Worldline:</b>	means the Worldline entity identified in the Cover Document.
<b>Worldline IT Tools:</b>	means any Worldline IT system, website or application that is accessed by the Merchant in relation to the Services under the Framework Agreement, including without limitation the Merchant Portal, the Online Gateway Account, the software application for using an mPOS Terminal and the Tap on Mobile application and online portal.