

# General Terms and Conditions

Version 05.2024 (GBR)

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## 1 General

**1.1** These General Terms and Conditions form an integral part of the Framework Agreement entered into between Worldline and the Merchant, as referred to in the Cover Document.

**1.2** Any capitalised words used in these General Terms and Conditions and not otherwise defined herein shall be interpreted in accordance with the meaning set out in the Schedule of Definitions, included as part of the Framework Agreement.

**1.3** The Merchant recognises that the Terms are reasonable and balanced given the Services provided by Worldline. The Merchant explicitly waives its own general or special contractual conditions or terms of purchase, however they would be labelled, even if they were provided to Worldline or if somewhere else referred to.

**1.4** For the purposes of the Terms, the Merchant is deemed to be a Corporate Client unless the Merchant informs Worldline that it is a Micro-enterprise or a Charity. If the Merchant is a Micro-enterprise or a Charity, then certain additional terms and conditions apply, as set out in clause 11 of these General Terms and Conditions.

## 2 Duration and Termination

### 2.1 General

**2.1.1** Each set of Service Terms and Conditions governing a Contract Module shall provide for its own duration.

**2.1.2** The Merchant recognises that, depending on the circumstances in which the Framework Agreement or Contract Module was agreed, it is possible that the verification of certain elements of the Merchant Forms or other activities and risk profile of the Merchant ("Risk Assessment") will not be done until after the Framework Agreement or Contract Module was already agreed between the parties. The Merchant therefore accepts that, without prejudice to any other rights of Worldline to terminate or suspend, Worldline shall have the right to cease to provide the Service(s), and to terminate the Framework Agreement and any Contract Module at any time based on the results of the Risk Assessment. Worldline shall inform the Merchant about this refusal and termination as soon as reasonably practicable. Worldline reserves its right not to settle any Transaction before the successful completion of the Risk Assessment.

**2.1.3** The termination of the Framework Agreement shall automatically terminate all individual Contract Modules. The termination of an individual Contract Module shall not result in the termination of the Framework Agreement or any other Contract Module except that termination of the only Contract Module shall automatically terminate the Framework Agreement. However if the Contract Module for Acquiring Services is terminated, Worldline shall have the right at its sole discretion to terminate any other Contract Module. Any continuation of other Contract Modules may be subject to the agreement of additional terms and conditions to reflect the remaining Services being provided in conjunction with a Third-Party Acquirer.

**2.1.4** The Framework Agreement and/or any Contract Module will automatically terminate, without any requirement to provide notice, if there has been no Transaction activity for a period of two (2) years.

## 2.2 Merchant Termination Rights

**2.2.1** The Merchant's right to terminate the Framework Agreement and/or a Contract Module are set out in:

- clause 2.3 of these General Terms and Conditions;
- clause 4.1.3 of these General Terms and Conditions;
- clause 4.2.4 of these General Terms and Conditions (for Micro-enterprises and Charities only);
- clause 9.2 of these General Terms and Conditions;
- clause 11.3 of these General Terms and Conditions;
- clause 2.2 of the Service Terms and Conditions for Acquiring Services; and
- the Service Terms and Conditions that apply to any Additional Services.

**2.2.2** Notwithstanding clause 2.2.1 or anything else stated in the Terms, the Contract Modules applicable to Regulated Services may be terminated at any time by a Merchant that is a Micro-enterprise or Charity by providing one (1) month's written notice to Worldline.

## 2.3 Mutual Termination Rights

**2.3.1** Either party may terminate the Framework Agreement and/or any Contract Module for cause with immediate effect by notifying the other party in writing, when:

- the other party has committed a material breach of any of the Terms or the provisions of the Framework Agreement and the breach is not remediable or, in the case of a remediable breach, has not been remedied within a period of thirty (30) days after having received a written request that describes the breach and warns that the Framework Agreement and/or the Contract Module can be terminated if the breach is not effectively remedied; or
- the other party becomes subject to an Insolvency Event, or entirely or partially discontinues its activities, to the extent permitted under the Applicable Laws.

## 2.4 Worldline Termination Rights

**2.4.1** Without prejudice to any of its other rights in the Terms, Worldline shall have the right to entirely or partially terminate the Framework Agreement and/or any Contract Module(s) for cause with immediate effect (but will use reasonable endeavours to advise the Merchant in advance of such termination) by notifying the Merchant in writing, when:

- the Merchant's conduct has (or threatens to have) a negative impact on the reputation of Worldline or if the Merchant has or is suspected of engaging in illegal, fraudulent, unauthorised or unlawful use of Worldline's Products or Services (including when the Merchant or a person connected to the Merchant is registered on a Special Register);
- Worldline is so requested or advised by a Payment Scheme, Worldline's Financial Institution partner or Regulatory Authority;
- a Payment Scheme or Regulatory Authority initiates or threatens to initiate an investigation against the Merchant or its Transactions, or imposes or threatens to impose a Penalty due to an act or omission of the Merchant;
- the Merchant does not comply with PCI/DSS requirements, or does not cooperate with any investigation performed by Worldline or any Payment Scheme;

- e) the Merchant is found to be in breach of any warranty or undertaking provided pursuant to the Framework Agreement or these Terms; or
- f) the Merchant is in breach or causes Worldline to be in breach of its obligations under Applicable Laws.

**2.4.2** Without prejudice to any of its other rights in the Terms, Worldline shall have the right to entirely or partially terminate the Framework Agreement and/or any Contract Module for cause (or suspend its obligations) with immediate effect by notifying the Merchant in writing:

- a) when the Merchant has not paid any amount that has become due under any Contract Module within a period of thirty (30) days after having received a written reminder from Worldline; or
- b) without any prior notice if no Transactions have been made by the Merchant during a period of at least six (6) months.

**2.4.3** Without prejudice to any of its other rights in the Terms, Worldline shall have the right to entirely or partially terminate the Framework Agreement and/or any Contract Module by providing ninety (90) days' prior notice to the Merchant.

**2.4.4** Whenever Worldline elects to terminate the Framework Agreement or any Contract Module it will provide an explanation to the Merchant of the reasons for termination, except where providing this information is prohibited by Applicable Law (e.g. anti-money laundering regulations). Where the Merchant objects to the termination it has the right to submit a complaint in accordance with the process set out in clause 12.

## 2.5 Post-termination

**2.5.1** Without prejudice to any obligation of either party under Applicable Law or the Payment Scheme rules, following the termination of the Framework Agreement or any Contract Module:

- a) the parties shall not disparage one another, or act in any way to damage the reputation of the other party's products or services;
- b) Worldline shall stop soliciting or procuring orders for or otherwise provide the Services under the terms of the terminated Contract Module; and
- c) The Merchant shall pay Worldline all amounts due under the terminated Contract Module.

**2.5.2** Termination of the Framework Agreement or any Contract Module shall not bring to an end any Terms which are explicitly stated to survive termination or which by their nature are intended to survive termination.

## 3 Service Suspension

**3.1** Without prejudice to any other rights under the Terms or under Applicable Law, Worldline has the right to suspend delivery of the Services at any time, without such suspension giving rise to any compensation for the Merchant, when:

- a) Worldline considers the suspension necessary for the security or integrity of its services, software, electronic network and/or electronic payments in general;
- b) Worldline becomes aware of or suspects the Merchant's illegal, fraudulent, unauthorised or unlawful use of Worldline's Products or Services; or
- c) Worldline receives a request or instruction by a Payment Scheme or Regulatory Authority that requires such suspension.

**3.2** Worldline will use reasonable efforts to advise the Merchant in advance of such suspension or where this is not possible as soon as reasonably practical after initiating such suspension.

## 4 Changes

### 4.1 Changes to Pricing/Terms

**4.1.1** Notwithstanding the date the Framework Agreement or any Contract Module is agreed, with effect from the first of January of each calendar year, all fixed fees (i.e. those not based on a percentage of Transaction cost) can be adjusted by Worldline, without prior notice, by such percentage as is equal to the percentage increase in the UK of the Consumer Price Index for the most recent period of 12 consecutive months for which figures are available.

**4.1.2** The Merchant will not be permitted to amend the terms of the Framework Agreement without the express written consent of Worldline and any such change will not be valid unless documented in writing and signed on behalf of both parties.

**4.1.3** Without prejudice to clause 4.1.1, Worldline shall have the right to revise the terms of the Framework Agreement (including the fees) from time to time including by issuing new Instructions or amending, supplementing or changing existing Instructions. Unless otherwise directed by requirements of Applicable Law, Worldline shall inform the Merchant of any changes at least one (1) month in advance (or two (2)

months whenever the Merchant is a Micro-enterprise or a Charity which has subscribed to a Regulated Service). Where the Merchant does not accept the changes it shall have the right to reject these changes and terminate the affected Contract Module by sending a notice of the same to Worldline prior to the changes taking effect. Where no such notice from the Merchant is received in accordance with this clause, the Merchant shall be deemed to have unreservedly accepted the new conditions/Instructions and to have expressly waived its right to terminate the affected Contract Module, based on such change.

### 4.2 Changes to Products/Services

**4.2.1** Worldline shall have the right at any time to implement all operational improvements in its Products and Services (as well as in the associated Instructions, documents and procedures) that it deems necessary or useful in provision of the Services or Products and will not be required to notify the Merchant of any such improvement.

**4.2.2** Worldline's portfolio of supported Payment Schemes, payment methods or currencies ("**Payment Features**") may evolve from time to time. Therefore, it may no longer be possible for Worldline to support a particular Payment Feature. In such an event, Worldline shall notify the Merchant of the "end-of-life" of such a Payment Feature as soon as reasonably possible without owing the Merchant any compensation.

**4.2.3** Where Worldline determines that a change to the Products or Services is necessary for security reasons or to avoid material loss or risk, it may make the change without giving the Merchant prior notice. Worldline will notify the Merchant of the change as soon as reasonably practicable after it has been made.

**4.2.4** The Merchant shall be responsible for making any adjustments within the Merchant environment to accommodate any applicable changes or updates to the Products or Services.

**4.2.5** Merchants who are Micro-enterprises or Charities and which have subscribed to Regulated Services, have the right to terminate the Contract Module for the Regulated Service without charges in relation to any of the changes notified to them by Worldline pursuant to clause 4.2.2 or 4.2.3, at any time before the later of:

- a) the date of entry into force of such change as communicated by Worldline; and
- b) thirty (30) days from the date of notification of the change by Worldline.

### 4.3 Merchant Changes

**4.3.1** The Merchant shall immediately, and where possible no less than thirty (30) days prior to any intended change coming into effect, notify Worldline in writing of any changes:

- a) to its legal status, name, administrative data (such as registered or main business address) or ownership (including PSC);
- b) to its commercial activities (including any discontinuation or transfer of the entirety or part of the commercial activities), including its transaction volumes, changes to its Points of Sale or Webshops or any changes in the nature of the products/services offered and/or the contractual conditions imposed on the Merchant's customers relating to such products/services; or
- c) which could reasonably lead to a change in the risk for Worldline or which could affect the performance of the applicable Contract Modules, including without limitation as soon as it becomes aware of any actual or likely Insolvency Event impacting the Merchant.

In the event of any of the changes referred to in this clause, Worldline shall have the right to, at its discretion, terminate the affected Contract Module on provision of thirty (30) days prior written notice or ninety (90) days prior written notice in the event the Merchant is a Micro-enterprise or a Charity.

**4.3.2** The Merchant shall take full responsibility, on full indemnity basis, for the consequences of any modification made by the Merchant or a third-party to Services or Products made available in the context of a Contract Module, in particular when a modification could trigger changes and/or disruption of the software that may alter the nature of the Services or Products provided to the Merchant.

## 5 Payment

**5.1** Any fee due under the Contract Module shall be paid in the manner of payment set out in the Contract Modules. If no specific manner of payment is set out in the Contract Modules, the fees shall be due and payable when the Service is provided by Worldline and Worldline shall have the right to offset such fees against any amount payable by Worldline to the Merchant and/or any Settlement due to the Merchant or to grant any other manner of payment at its discretion.

**5.2** When fees are invoiced under the Contract Module and unless specified otherwise in the Contract Modules, invoices must be paid in full no later than thirty (30) days after the invoice date.

**5.3** If the Merchant is in default with any payment due, without prejudice to any of its other rights in the Terms, Worldline has the right to charge interest in accordance with the rates specified in the Late Payment of Commercial Debts (Interest) Act 1998 and the Merchant shall be liable for Worldline's costs of recovery of unpaid sums on a full indemnity basis.

**5.4** Issues regarding invoices (e.g., incorrect amounts) or set-offs must be submitted to Worldline in writing within fourteen (14) days, calculated from the date of the invoice or set-off, otherwise the invoice or set-off is deemed to be accepted by the Merchant.

**5.5** If the Merchant disputes a part of an invoice, then the Merchant shall only be able to withhold payment of the disputed part of the invoice until the dispute has been settled. The Merchant shall not have the right to suspend payment of the other non-disputed parts of the invoice.

**5.6** Without prejudice to any other rights of Worldline to suspend or terminate the Services, if the Merchant fails to pay one or more undisputed invoices for two (2) consecutive months after the due date, then without prejudice to any of its other rights in the Terms, Worldline shall have the right to repossess all rented Products (such as the Terminals) and/or to suspend provisions of the Services. Worldline also reserves the right to charge the Merchant for the costs of returning and reactivating the Products and/or the Service.

**5.7** Any fees or other amounts due under any Contract Module are listed i) in the currency stated in the applicable Contract Module and ii) exclusive of any applicable taxes (e.g. VAT), withholding taxes or other duties or governmental levies. All taxes and duties which under the legislation of the Merchant's country are due or could in future become due with respect to the Products to be supplied or Services to be provided by Worldline under a Contract Module shall be borne by the Merchant. The Merchant is obliged to adhere to the provisions applicable in its country in relation to indirect taxes, withholding taxes and any other duties or governmental levies and will indemnify Worldline for any claims, losses or Penalty it may suffer as a result of the Merchant failing to comply with the requirements of this clause.

**5.8** Whenever the agreed payment method is not carried out through offsetting, or by Worldline electing to invoice fees, the Merchant unreservedly accepts to pay Worldline through direct debit. The Merchant shall provide Worldline with a direct debit mandate associated with the bank account mentioned on the Merchant Identification Form. By signing this mandate, the Merchant unreservedly accepts that Worldline will request the Merchant's Financial Institution to collect the amounts due from this bank account. Worldline will notify this collection of the amounts due in accordance with the agreed payment terms. When the Merchant terminates the direct debit mandate, Worldline shall have the right to entirely or partially suspend its own contractual obligations, with immediate effect, without liability and without prejudice to Worldline's other rights accorded to it by law or by the Terms, until a new mandate is issued.

## 6 Intellectual Property

**6.1** All Intellectual Property Rights with respect to its Products and Services (including software or Instructions) are owned by Worldline or its licensors.

**6.2** Subject to additional terms contained in certain of the Service Terms and Conditions, Worldline grants to the Merchant a limited, non-exclusive, non-transferable licence to use the Products or Services and any of their components, including any Instructions or software made available by Worldline, solely within the Territory and solely for the purpose of using the Products or Services under the applicable Contract Module, to the extent strictly necessary to operate the Products and/or receive the Services and solely for the duration of the Contract Module.

**6.3** Unless otherwise expressly permitted by Applicable Laws or otherwise in permissions expressly granted by Worldline, the Merchant shall not have the right to copy, reproduce, change, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of the Products or Services and any of their components, including the Instructions and the software and shall indemnify Worldline for any claims, losses or damage suffered by Worldline due in whole or in part to the Merchant's breach of this clause 6.3 or the licence granted pursuant to clause 6.2. If the Merchant needs to obtain certain information to achieve compatibility with independently developed software, then the Merchant shall first negotiate in good faith with Worldline to reach an agreement on the conditions under which such information would be made available by Worldline.

**6.4** Worldline shall indemnify the Merchant against any actual claim brought by a third party in the Territory, which Worldline deems to be justified, in which the third party claims that the use of the Services or Products, as defined in each relevant Contract Module, directly infringes the Intellectual Property Rights of such third party. Worldline shall bear the cost of such indemnified claim (including reasonable legal costs) and any damages awarded (or settled) against the Merchant and this shall be the Merchant's sole and exclusive remedy in respect of any such claim. The foregoing indemnity shall not apply to software licensed from third parties. In the event of any indemnified claim pursuant to this clause 6.4, being upheld by a competent court, Worldline shall have the option (as it shall determine in its sole discretion) to:

- a) obtain the right for the Merchant to continue using the Service or Product;
- b) change or replace the Service or Product, so that this use will no longer infringe the third-party Intellectual Property Rights; or
- c) if the above options are not commercially viable, require the Merchant to terminate the use of the Service or Product or return the Service or Product to Worldline against reimbursement of the purchase price by Worldline, minus a reasonable depreciation registered in the Merchant's accounting books.

**6.5** The indemnification duty set forth in clause 6.4 shall only apply if:

- a) the Merchant immediately informs Worldline about every claim and provides Worldline with reasonable assistance in connection with such defence and refrains from reacting to a claim without Worldline's prior consent;
- b) the Merchant does not admit liability or agree any settlement without Worldline's express written permission;
- c) the Merchant leaves the entire claim handling and settlement procedure to Worldline;
- d) the Merchant provides such information, cooperation and assistance to Worldline as may be reasonably necessary for Worldline to handle and settle such procedure;
- e) the alleged infringement is not caused by the fact that the Merchant uses the Service or Product in a manner that is either not allowed by the relevant Terms or Instructions, is not the anticipated use pursuant to any Contract Module, or is clearly unreasonable;
- f) the alleged infringement is not caused by the use of the Service or Product in combination with a product, software, service or other element not furnished by Worldline or otherwise resulting from or contributed to by the Merchant's breach of its obligations and restrictions under this clause 6; and
- g) the Services or Products are not used outside the Territory.

## 7 Liability

**7.1** Worldline will only be liable under the Framework Agreement for its own acts or omissions and not for the acts or omissions of any third parties including without limitation, Payment Schemes, Issuers or Third-Party Acquirers.

**7.2** Subject to clause 7.5, Worldline shall not in any circumstances have any liability for any losses or damages which may be suffered by the Merchant (or any person claiming under or through the Merchant), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories: special damage (even if Worldline was aware of the circumstances in which such special damage could arise), loss of profits, loss of revenue, loss of anticipated savings, loss of business opportunity, loss of goodwill, loss or corruption of data or for any indirect or consequential loss or damage.

**7.3** Subject to clauses 7.1, 7.2, 7.4 and 7.5, the total liability of Worldline, whether in contract (including indemnities), tort (including negligence) or otherwise in connection with or arising from the Framework Agreement or any Contract Module, shall in no circumstances exceed, for each Contract Module and per calendar year, a sum equal to 50% of the total amount of fees paid or payable by the Merchant to Worldline under the applicable Contract Module in the course of such calendar year. To be clear, Worldline's limit of liability as detailed above is limited to the value of fees payable by Merchant to Worldline for provision of the Services or Products and does not include the value of any Transactions or other payments processed by or on behalf of Worldline.

**7.4** Any claim against Worldline will expire if it has not been notified to Worldline within thirteen (13) months from the time the Merchant became aware of, or should have become aware of, the circumstance giving rise to the claim.

**7.5** Nothing within the Terms shall limit the liability of either party for i) death or personal injury caused by the negligence of the defaulting party, its officers, employees, contractors or agents; or ii) fraud or fraudulent misrepresentation.

**7.6** The Merchant shall indemnify and hold Worldline harmless from and against any Penalty or other cost imposed on Worldline arising out of any act or omission (or more generally the conduct) of the Merchant.

**7.7** Worldline shall not be liable for damages that could have been avoided or reduced by actions under the Merchant's control.

## 8 Merchant's Declarations

**8.1** The Merchant warrants that:

- a) it has full capacity and authority to enter into the Framework Agreement and any Contract Module and to perform its obligations under and in accordance with these agreements and the applicable Terms including holding all necessary licenses, permits and authorisations necessary to sell the goods and/or services for which it is making use of any of the Services and Products to be provided under the Framework Agreement;
- b) the Framework Agreement and any Contract Module is executed by its duly authorised representative and once duly executed shall constitute legal, valid and binding obligations on the Merchant;
- c) there are no matters, or conflicts of interest which have not been managed in accordance with the parties own conflicts policies, of which the Merchant is aware that might adversely affect its ability to perform its obligations under the Framework Agreement and any Contract Module;
- d) there is no litigation, proceeding or investigation of any nature pending or, to its knowledge, threatened against or affecting the Merchant or any of its affiliates, which would reasonably be expected to have a material adverse effect on its ability to perform its obligations under the Framework Agreement;
- e) (i) it has entered into the Framework Agreement in its own name and on its own behalf and not as an intermediary, (ii) it, without prior express permission of Worldline, shall not permit any affiliate or third party to use any of the Services or Products provided under any Contract Module and (iii) it shall only use the Products and Services for professional purposes and only for Transactions due and payable to it and not a third party;
- f) it shall comply with all Applicable Laws, the Payment Scheme Rules and the applicable PCI Standards;
- g) it shall strictly refrain from selling and/or providing any goods or services which are in contradiction of any Applicable Laws, Payment Scheme rules, good morals, common decency or public order and any applicable codes of conduct in the Territory;
- h) it shall comply with any Instruction issued by Worldline, as well as any guideline or recommendation issued by Payment Schemes or its PSPs and NSPs; and
- i) it shall ensure and be responsible for the legality, accuracy, quality, traceability, completeness and consistency of all information disclosed to Worldline in connection with the Framework Agreement.

**8.2** The Merchant accepts that Worldline has the right to audit (or have a third party audit) the activities of the Merchant for the purposes of Worldline's risk management, in order to verify the financial health of the Merchant and/or the nature of the products/services being sold cashless by the Merchant to its customers. In addition, and in accordance with the Applicable Laws, Payment Schemes or Regulatory Authorities shall have the right to audit the activities of Merchant at any time.

## 9 Force Majeure

**9.1** Neither party shall be held liable for any damage suffered by the other party as a result of a Force Majeure Event.

**9.2** The parties shall cooperate in good faith in order to deal with such Force Majeure Event and its consequences, however if a Force Majeure Event continues for at least thirty (30) days, then the non-impacted party shall be entitled to terminate any Contract Modules affected by the relevant Force Majeure Event.

## 10 Protection of Personal Data

**10.1** Both parties shall comply with the applicable requirements of the Data Protection Legislation.

**10.2** The parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the parties agree

that, in respect of the processing of Personal Data under the Framework Agreement, Worldline shall always be an independent controller, unless otherwise expressly stated in the applicable Service Terms and Conditions. The parties agree that, to that purpose, each party (to the extent it processes Personal Data) processes Personal Data as an independent controller in its own right. Unless specifically stated otherwise in the applicable Service Terms and Conditions, nothing in the Framework Agreement is intended to construe either party as the processor of the other party or as joint controllers with one another with respect to Personal Data. The Parties agree that the Data Processing Terms referred to within the Service Terms and Conditions are applicable and where expressly stated to be the case are an integral part of and incorporated into the Framework Agreement.

**10.3** Worldline may monitor and record the calls made to or from Worldline's help desk for quality assurance purposes and training and may record them for evidence purposes. Worldline's monitoring staff may listen to the calls live or on the basis of a recording. The Merchant can refuse this on an individual call basis. The Merchant shall inform its staff of this fact and shall inform its staff that further information on this subject can be found within the privacy notice contained in Worldline's website: <https://worldline.com/en-gb/compliancy/privacy.html>

## 11 Incorporation of Regulations for Regulated Services

**11.1** This clause 11 applies exclusively to Regulated Services.

**11.2** All Regulated Services included in any Contract Module agreed under the Framework Agreement shall be carried out in compliance with the PSR. If there is any conflict between the PSR and the Terms, the PSR shall prevail.

**11.3** If either party becomes aware that the Regulated Services under any Contract Module are not conducted in accordance with the PSR, such party will promptly notify the other and the parties shall immediately commence discussions with the aim of making the Regulated Services compliant with the PSR. If the parties are unable to reach an agreement within ten (10) Business Days from the date on which discussions were initiated then each party shall be entitled to terminate the affected Contract Module with a five (5) day prior written notice.

**11.4** Except where the Merchant acknowledges that it is a Micro-enterprise or a Charity, the Merchant agrees that the following provisions of the PSR shall be disapplied under the Framework Agreement as follows:

- a) all of Part 6 of the PSR; and
- b) all of the following provisions of the PSR: regulations 66(1) (charges), 67(3) and (4) (withdrawal of consent), 75 (evidence on authentication and execution), 77 (payer or payee's liability for unauthorised Transactions), 79 (refunds for direct debits), 80 (requests for direct debit refunds), 83 (revocation of a payment order), 91 (defective execution of payer-initiated Transactions), 92 (defective execution of payee-initiated Transactions) and 94 (liability for charges and interest).

**11.5** Where the Merchant acknowledges that it is a Micro-enterprise or Charity, the Services Terms and Conditions for Acquiring Services explain certain important rights and obligations in relation to Worldline carrying out any unauthorised or incorrectly executed Transaction, including Worldline's liability in accordance with the PSR.

**11.6** The Terms may contain other provisions exclusively applicable to Micro-enterprises and Charities which have subscribed to Regulated Services. In such case, the Terms will clearly state that such provision only applies to Micro-enterprises and Charities who have subscribed to Regulated Services.

**11.7** Worldline shall inform the Merchant of any changes to the PSR that it becomes aware of and that is relevant for the provision of the Services and/or the fulfilment of the obligations and rights under the Framework Agreement (such assessment being at the sole discretion of Worldline).

## 12 Merchant Complaints

**12.1** Should the Merchant have a complaint, it can raise this with Worldline via the complaints process set out at <https://worldline.com/en-gb/merchant-services-uk/complaints>. Where the complaint is classified by Worldline as a PSD Complaint, Worldline shall aim to respond within fifteen (15) Business Days (from the date on which Worldline received the complaint). In exceptional cases this may take longer (in which case Worldline will send the Merchant a holding response to confirm the date on which the Merchant will receive a response, which in any event will be no longer than thirty-five (35) Business Days from the date of receipt of this complaint).

**12.2** If the Merchant is not satisfied with the way Worldline handles its complaint it may have the right to refer the complaint to the Financial Ombudsman and nothing in the Terms is intended to restrict such right. More information on this is available on the Financial Ombudsman Service for small businesses website:

<https://sme.financial-ombudsman.org.uk/>

### 13 Merchant Use Of Worldline IT Tools

**13.1** The Merchant shall be provided with access to the Worldline IT Tools that are applicable for the Services it subscribes to under the Framework Agreement, in accordance with and subject to clause 6 "Intellectual Property" and any additional user terms provided when accessing the Worldline IT Tools.

**13.2** The Merchant is responsible for identifying and establishing the Merchant Users and for compliance by such Merchant Users with this clause 13.

**13.3** In accessing and using the Worldline IT Tools, the Merchant must not:

- a) use the Worldline IT Tools for anything illegal or in any manner inconsistent with the Terms or Applicable Laws (including without limitation any fraudulent or malicious act, for example, by hacking into or uploading any malicious code, such as viruses, or other harmful data, into the Worldline IT Tools);
- b) transmit or upload to the Worldline IT Tools any material that is defamatory, offensive or otherwise objectionable in relation to use of the Worldline IT Tools;
- c) copy, reproduce, modify, adapt, merge or tamper with the Worldline IT Tools (or any part of them);
- d) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Worldline IT Tools nor attempt to do any such things; or
- e) use the Worldline IT Tools in a way that could damage, disable, overburden, impair or compromise the Worldline IT Tools or interfere with other users.

**13.4** The Merchant must ensure that all Login Credentials are provided only to verified Merchant Users and that those Merchant Users are required to maintain strict confidentiality and secrecy of their Login Credentials and not record them in any written form.

**13.5** The Merchant is responsible for ensuring that the Login Credentials are adequately protected against access by unauthorised third parties. Furthermore, the passwords shall be changed on a regular basis. Any party that identifies itself to Worldline using the Login Credentials, shall be considered as having been authorised by the Merchant to use the Worldline IT Tools and the Merchant shall be liable for that party's conduct.

**13.6** Worldline only verifies the Login Credentials, no further authentication is carried out by Worldline. In the event that the Merchant believes or suspects that unauthorised third parties have gained access to the Login Credentials or any of the Worldline IT Tools or if there has been any other security incident, attempted fraudulent use or any other breach of the Worldline IT Tools, the Merchant must immediately contact Worldline and deactivate any impacted Login Credentials.

**13.7** The Merchant acknowledges that it has freely selected any navigation software required to access the Worldline IT Tools and accepts that Worldline shall have no responsibility in respect thereof.

### 14 Business Integrity

**14.1** In performing its obligations under the Framework Agreement, both parties shall at all times act ethically and in compliance with Applicable Laws relating to anti-bribery and anti-corruption.

**14.2** Without prejudice to the generality of clause 14.1 above, the Merchant shall not take any action or refrain from taking any action under the Framework Agreement that may breach any applicable anti-bribery or anti-corruption laws or regulations, including but not limited to the Bribery Act 2010.

**14.3** The Merchant and its affiliates, directors, officers, employees, agents, suppliers, contractors and any person acting on its behalf, shall not directly or indirectly give, offer to give, or authorise the giving of, or solicit, accept or agree to accept from any person anything of value, to or from any person, in order to improperly influence actions or decisions of such person including for the purpose of obtaining any illegal or improper advantage or to achieve any other unlawful purpose in connection with the Framework Agreement.

**14.4** If the Merchant becomes aware of any violation of this clause 14, it will immediately notify Worldline. Any breach of this clause 14 by the Merchant shall be deemed a material breach for which the Merchant shall indemnify and hold Worldline harmless.

### 15 Publicity

**15.1** No party shall make, or permit any person to make, any public announcement concerning the Framework Agreement, any Contract Module, or the acceptance of any Card that is part of a specific Payment Scheme, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by Applicable Law or Regulatory Authority (including, without limitation, any relevant securities exchange), or any court of competent jurisdiction.

**15.2** The Merchant must obtain Worldline's prior written consent before using the Intellectual Property Rights, including without limitation, the name and/or logo of Worldline or any Payment Scheme for any publicity purposes.

**15.3** Where consent is provided pursuant to clause 15.2, the Merchant shall ensure that it at all times complies with all directions, specifications and user guidelines issued by Worldline from time to time and only use the Intellectual Property Rights of Worldline in a manner that does not harm Worldline's image or reputation.

**15.4** The Merchant shall inform its customers of the fact that it accepts cashless payment instruments by displaying the logos, brands, trademarks and trade names of the Payment Schemes it accepts on its catalogues, order forms and website (payment page and home page). The Merchant has the right to use the brand, trademark or logo of such Payment Schemes solely to indicate acceptance of such Payment Schemes and only under the conditions notified by Worldline from time to time. The Merchant acknowledges and agrees that:

- a) it shall display the logos, brands, and trademarks of the various Payment Schemes it accepts on an equal footing;
- b) the right to use the brands, trademarks, logos or trade name of the Payment Schemes under the terms of the Framework Agreement does not confer any proprietary rights on the Merchant; and
- c) that the right to use such brands, trademarks, logos or trade names can be revoked at any time.

**15.5** The Merchant shall comply with Worldline's guidelines for displaying promotional material and logos (of Worldline or the Payment Schemes) at Points of Sale and on Webshops.

**15.6** The Merchant shall immediately remove all promotional material and other messages relating to a given Payment Scheme upon termination of the Service relating to such Payment Scheme.

### 16 Confidentiality

**16.1** Each party undertakes that it shall not at any time during the Framework Agreement, and for a period of three (3) years after termination or expiry of the Framework Agreement, disclose to any person any Confidential Information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted herein.

**16.2** Each party may disclose the other party's Confidential Information: i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause; and ii) as may be required by law, a court of competent jurisdiction or any Regulatory Authority.

**16.3** No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Framework Agreement and any Contract Module.

### 17 Communication and Notices

**17.1** Worldline will communicate with the Merchant mainly by email and via the Merchant Portal and will also provide relevant information on its website at <https://worldline.com/en-gb/merchant-services-uk>, which should be regularly checked by the Merchant.

**17.2** The Merchant can contact Worldline to obtain information relating to the Framework Agreement using the contact details listed at <https://worldline.com/en-gb/merchant-services-uk/contact>.

**17.3** All documents under the Framework Agreement and all communications and other notices shall be in the English language.

**17.4** Any legal notices in relation to the Framework Agreement from the Merchant must be sent by recorded delivery to the Worldline registered address (as set out in the Cover Document or otherwise notified by Worldline) and marked for the attention of the Company Secretary. Copies of any notices sent to Worldline must also be emailed to [UKLegal@Worldline.com](mailto:UKLegal@Worldline.com).

**17.5** Any legal notices in relation to the Framework Agreement from Worldline shall, unless otherwise agreed, be sent by email to the email address provided by the Merchant for such purpose. The Merchant hereby accepts that receipt of such notice by email is valid and waives any claim that such notice would be defective, provided Worldline directs this to the correct email address provided by the Merchant.

## **18 Miscellaneous**

**18.1** Headings in any of the Terms are included for convenience only and shall have no effect on the interpretation of the Terms.

**18.2** Worldline may assign, novate or otherwise transfer the Framework Agreement or any of its rights and/or obligations under the Framework Agreement to any third party it elects and the Merchant hereby consents to such assignment, novation or other type of transfer and agrees to take all action required by the Merchant to facilitate any such change.

**18.3** If any provision of the Framework Agreement is declared null and void and/or inapplicable, that provision shall be deemed non-existent, and all other provisions of the Framework Agreement shall remain unaffected. The parties undertake to use all reasonable endeavours to replace the said provision declared null and void and/or inapplicable with a legally valid provision which shall most closely reflect the original purpose intended by the parties.

**18.4** No failure to exercise and no delay in exercising on the part of either party any right or privilege under the Framework Agreement shall operate as a waiver thereof.

**18.5** No person other than a party to this Framework Agreement shall have any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise and the parties may rescind, vary or terminate this Framework Agreement in each case without the consent of any third party.

## **19 Governing Law and Jurisdiction**

**19.1** The Framework Agreement and the provision or receipt of the Services thereunder shall be governed by and construed in accordance with English law and the parties irrevocably agree that all disputes, regardless of whether the dispute shall be regarded as contractual or not, shall be exclusively governed by and determined only in accordance with the laws of England.

**19.2** Notwithstanding clause 19.1 above, the parties will each use reasonable efforts to ensure that disputes relating to the Framework Agreement, its execution, interpretation and/or application or other legal relations connected to the Framework Agreement or the provision or receipt of the Services are effectively resolved through good faith discussions between the parties.

**19.3** Subject to clause 12.2, the parties agree that any dispute, controversy or claim arising out of or in connection with the Framework Agreement, or the breach, termination or invalidity thereof which could not be resolved pursuant to clause 19.2 above, shall be finally settled by the courts of England and Wales. The aforementioned courts shall have exclusive jurisdiction.