

Service Terms and Conditions for Acquiring Services

Version 04.2024 (GBR)

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1 General

1.1 These Service Terms and Conditions for Acquiring Services shall apply with respect to the Acquiring Services, as agreed between the Merchant and Worldline in the Contract Module for Acquiring Services. 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 Acquiring Services form an integral part of the Contract Module for Acquiring Services. The Contract Module for Acquiring Services forms an integral part of the Framework Agreement.

1.3 Any capitalised words used in these Service Terms and Conditions for Acquiring Services 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.

1.4 In relation to the performance of the Acquiring Services, Worldline is an Acquirer, thus enabling its merchants to accept Cards as a means of cashless payment (within Card Present Business or Card Not Present Business) and ensuring the Electronic Execution of the Transactions generated. To do so, Worldline holds the applicable licences from the relevant Payment Schemes.

1.5 The Acquiring Services can be implemented either as i) Card Present Business, or ii) Card Not Present Business (each a "Mode"). The Merchant shall enter into a separate Contract Module for each selected Mode.

1.6 The Acquiring Services are Regulated Services, and therefore clause 11 "Incorporation of Regulations for Regulated Services" of the General Terms and Conditions is applicable.

1.7 To help with understanding some of the terminology used in these Service Terms and Conditions for Acquiring Services the Merchant can refer to the [Payments Glossary](#).

2 Coming into Force and Duration

2.1 Coming into force

The Contract Module for Acquiring Services shall come into force as soon as the Merchant starts accepting Transactions.

2.2 Duration

Subject to the termination rights set out in the General Terms and Conditions, the Contract Module for Acquiring Services 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 Consequences of termination of the Contract Modules for Acquiring Services

2.3.1 Upon notice of termination of a Contract Module, Worldline is entitled to withhold the Settlements to the Merchant immediately and beyond the termination date of the Contract Module in order to offset against these Settlements any Recourse Claims, in particular Chargebacks, for a period up to the greater of:

- one hundred and eighty (180) days;
- until the closure of all Chargeback procedures; and
- thirty (30) days after the last delivery by the Merchant of the good/service to the Cardholder.

2.3.2 If criminal or any other legal proceedings are initiated against the Merchant or charges have been brought against the Merchant, Worldline reserves the right to delay the Settlements at least until the proceedings have been completed.

3 Merchant Identification and Scope

3.1 In accordance with Worldline's risk policies and in order to comply with Payment Scheme rules and Applicable Laws, notably anti-money laundering legislation, Worldline is required to identify the Merchant, its legal representatives and PSCs as well as to record the business activities of the Merchant and correctly allocate them to the corresponding Merchant Category Code (MCC). For this purpose, the Merchant shall i)

fill-in accurately the Merchant Forms as required by Worldline and ii) provide Worldline with copies of the documents requested by Worldline from time to time.

3.2 For such purpose, the Merchant shall immediately, and no later than ten (10) days following any request, provide the documents or other information requested by Worldline from time to time. Such documents may include, without limitation, a copy of the identity card of the manager, signatory or PSC, documents relating to the activities or financial situation of the Merchant, financial statements, the company's articles of association, or the evidence underlying a sale by the Merchant to its customers.

3.3 Without limiting the Merchant's obligation to notify Worldline of relevant changes under clause 4.3.1 of the General Terms and Conditions, the Merchant undertakes to notify Worldline without undue delay of any changes to the information provided under clause 3.2 above and to use all reasonable endeavours to ensure that the information relating to the Merchant that is held by Worldline is always accurate, up to date, and complete.

3.4 If the Merchant does not provide the documents or information in accordance with this clause 3, Worldline shall have the right to entirely or partially terminate or suspend the Contract Module for Acquiring Services.

3.5 The Acquiring Services shall be applied to the Merchant's Points of Sale and/or Webshops that are referenced within the Contract Module.

3.6 The Merchant warrants and represents that it operates in the sector categories specified in the Contract Modules and sells goods and/or provides services to Cardholders that are exclusively allocated to one MCC. A new Contract Module must be concluded for each additional MCC. The Merchant shall immediately notify Worldline in writing of any changes or anticipated change to its MCC, failure to do so shall constitute a material breach of the Terms.

3.7 The Merchant acknowledges that the providers of Alternative Payment Means have the right to adjust the limits of the Transaction amount of the Merchant, according to the business/sector categories of the Merchant and the risk conditions of its business activities. Worldline shall not incur any liability to the Merchant in relation to any such changes.

4 Infrastructure of the Merchant

4.1 The Merchant shall be entirely responsible for obtaining, operating and maintaining an Infrastructure that is suitable for the Electronic Execution of Card payments as well as for taking the technical security measures to prevent any misuse of the Infrastructure; in particular compliance with PCI/DSS pursuant to clause 16. This shall also apply to changes to the Infrastructure as a result of System adjustments on the part of Worldline in accordance with clause 6.1.2.

4.2 Only Terminals that have been certified in accordance with i) the applicable PCI Standards, ii) the requirements set forth by the Payment Schemes and iii) the applicable EMV certification for Hardware Terminals, shall be used for the Electronic Execution of Card payments. Furthermore, should the Merchant use more than one Acquirer, the Terminals shall be approved by all the given Acquirers in accordance with the applicable requirements.

5 Obligations of Merchant

5.1 General obligations

5.1.1 The Merchant shall i) prevent misuse or manipulation of the Acquiring Services, in particular to prevent fraudulent or otherwise improper Transactions (as set out in clauses 5.5 and 7.2); and ii) protect the Terminals against unauthorised access by third parties.

5.1.2 The Merchant shall remain solely responsible for its own actions and the actions of its personnel and appointees when accepting electronic payment means and shall regularly train its personnel and appointees in the correct use of its Infrastructure, the Terminals and the Acquiring Services, including on measures to prevent misuse and fraud.

5.1.3 The Merchant shall maintain an effective complaints procedure throughout the term of the Contract Module which allows Cardholders to easily submit complaints about the Merchant's goods or services and which deals with such complaints in a prompt, efficient and fair manner. The Merchant shall ensure that its complaints procedure is easily accessible to Cardholders and that the Cardholders can easily contact the Merchant through a variety of channels, including at least e-mail and telephone.

5.1.4 The Merchant acknowledges and accepts that it may also be subject to the rules, instructions and/guidelines of the Payment Schemes. Worldline will inform the Merchant hereof and the Merchant undertakes to comply with such rules, instructions and/guidelines of the Payment Schemes without undue delay.

5.2 Obligations regarding Hardware Terminals

The Merchant shall place all Hardware Terminals at the Point of Sale in such a way that the Cardholder has a direct access to the Hardware Terminal (in particular the display, keypad and Card reader) and cannot be observed in case a PIN entry is required.

5.3 Obligations regarding Virtual Terminals

The Merchant is responsible for its Infrastructure and the security thereof and is solely responsible for the data transfer from its Infrastructure to the System operated by Worldline. The Merchant shall implement adequate security measures (including an adequate anti-virus protection) to protect the Infrastructure used to operate Virtual Terminals, notably its computers, network components and data storage devices. Consequently, Worldline shall in no case be liable for errors in the transmission of electronically stored information and will not be responsible for damages caused by any disturbance, interruptions of or limited access to the Acquiring Service.

5.4 Information obligations

5.4.1 At the request of Worldline, the Merchant shall inform Worldline in writing regarding which Terminals and/or Infrastructure are in use by the Merchant. Furthermore, the Merchant authorises Worldline to obtain this information directly from the Terminal manufacturers, software providers or any other Infrastructure suppliers. The Merchant shall provide assistance to Worldline in this respect.

5.4.2 The Merchant shall immediately notify Worldline in writing of any changes relating to Terminals or its Infrastructure, in particular any shutdowns, replacements or changes of location/URL.

5.4.3 At the request of Worldline, the Merchant shall provide Worldline with any other information related to the Merchant's use of the Services, its business or Transactions (which may include names and prices of the products, proof that the products have been properly delivered, receipts and, if obtained by the Merchant, contact information of the Cardholders). Subject to any legal restrictions under Applicable Law, the Merchant authorises Worldline to share such information with the Payment Schemes and for such Payment Schemes to provide such information to governmental agencies, Regulatory Authorities and third party service providers for examination and verification as necessary, including for tax law purposes, internal control and/or for purposes relating to the Applicable Laws concerning anti-money laundering.

5.4.4 Any information requested by the Worldline shall be provided promptly by the Merchant and in any case within ten (10) days when it has been requested for Alipay+ and four (4) days when it has been requested for Wechat Pay

5.5 Prohibited Transactions

The Merchant warrants that it is meeting its obligations such as they arise from these Services Terms and Conditions for Acquiring Services and is compliant with all Applicable Laws relating to the Acquiring Service and the Payment Scheme rules. The Merchant shall not submit for processing any Transaction which is prohibited by Applicable Law (including for the avoidance of doubt any Payment Scheme rules) and Worldline shall not be obliged to process such any Transaction(s) submitted in violation of (or which Worldline reasonably believes would result in violation of) these Service Terms and Conditions for Acquiring Services.

5.6 Transaction routing through third parties

5.6.1 Should the Merchant enter into an agreement with a third party (such as PSP or NSP) to deliver Transactions to Worldline on the Merchant's behalf, the Merchant shall ensure that such third party is PCI/DSS-certified. Worldline shall not refuse to connect the System with any such third party unless Worldline has reasonable grounds justifying its refusal (which could include, without limitation, security or reputational concerns or because the connection would require unreasonable effort).

5.6.2 Any costs to Worldline arising in relation to connecting the third party to the System shall be borne by the Merchant. Worldline shall be entitled to invoice the Merchant for such costs and fees or to offset these against any Settlements due to the Merchant.

5.6.3 The Merchant shall immediately notify Worldline in writing of any changes in relation to i) Transaction routing via third parties or ii) the third party used. Worldline shall be entitled to refuse such changes based on reasonable grounds as stated in clause 5.6.1.

5.7 Card acceptance through multiple Acquirers

If the Merchant uses any Third-Party Acquirers, PSPs and/or NSPs, the Merchant shall ensure that i) the Transaction data relating to each Third-Party Acquirer is kept separate and ii) each PSP and/or NSP routes the Transactions correctly to each Acquirer. The Merchant shall ensure that working with Third-Party Acquirers shall in no way impact the execution and security of the Transactions to be processed by Worldline.

5.8 Use of Payment Scheme logos

The Merchant shall clearly present the Payment Scheme logos received from Worldline, and which correspond to those accepted by the Merchant in its Points of Sale and/or Webshops. The Merchant shall display the logos of Alternative Payment Means in parity with the logos of all other form of payment methods accepted by it. Payment Schemes may, from time to time, issue instructions regarding the use of its logos or any other materials, Worldline will transmit such instructions to the Merchant. The Merchant undertakes to take all reasonable steps to comply with those instructions without undue delay.

6 The System of Worldline

6.1 General

6.1.1 Worldline operates and maintains the System which it uses to provide the Acquiring Services. Worldline does not warrant that the System shall be available without disruption.

6.1.2 Worldline shall be authorised to interrupt, at its discretion and without such interruption giving rise to any compensation for the Merchant, the operation of the System if it deems such an interruption to be necessary for material reasons, for example System adjustments and updates, security vulnerabilities or risk of misuse. Worldline reserves the right to make technical or organisational changes or additions to the System. If these entail modifications to the Infrastructure, the Merchant shall implement these in accordance with the Instructions from Worldline at Merchant's own cost. The Merchant undertakes to accept the System adjustments and updates carried out by Worldline and the System suppliers or Terminal manufacturers.

6.2 Authorisation

6.2.1 The Merchant acknowledges that within the context of the Authorisation process, it can only be verified whether a card is not blocked and no limit has been exceeded. An Authorisation granted therefore does not guarantee that the Transaction will be Settled and does not confer on the Merchant any claim to the Settlement of the Transaction by Worldline. Authorisation of a Transaction by Worldline does not restrict Worldline from recovering a Chargeback or any of its other rights relating to the Transaction.

6.2.2 Unless specifically determined otherwise in these Service Terms and Conditions or the Instructions, the Merchant shall request and obtain an Authorisation from Worldline for each Transaction. If the Merchant fails to obtain Authorisation from Worldline following an Authorisation request, Worldline shall not accept the Transaction.

6.3 Transaction processing and Settlement

The Transactions delivered by the Merchant are processed and Settled by the System. Settlements are then transferred to the Merchant's Financial Institution in accordance with the terms of Settlement agreed within the Contract Module for Acquiring Services or these Service Terms and Conditions.

6.4 Merchant Portal

6.4.1 The Merchant shall specify on the Merchant Portal the Merchant Users to be given access rights to the administration area of the Merchant Portal. The Login Credentials provided by Worldline entitle the Merchant Users to make changes to the Services purchased and to the configuration on behalf of the Merchant.

6.4.2 The Merchant can access the data stored on the Merchant Portal for a period of twenty-five (25) months starting from the date the data is uploaded on the Merchant Portal by Worldline. However, Worldline shall in no case be responsible or liable for the authenticity and immutability of data when downloaded, recorded or stored by the Merchant.

6.4.3 While Worldline will use reasonable endeavours to ensure the quality and accuracy of data made available through the Merchant Portal, Worldline does not guarantee the quality or accuracy of that data and, to the maximum extent permitted by Applicable Law, excludes all liability for inaccuracies in the data except to the extent caused by Worldline's gross negligence, fraud or wilful misconduct.

6.4.4 The Merchant must access Merchant Portal to review Transactions, statements and notices at least every fourteen (14) days. It is the Merchant's responsibly to check statements and contact Worldline

promptly if something does not look right, it identifies a discrepancy or it has any questions about an entry on the statement.

6.4.5 Each Merchant User must update their password for the Merchant Portal at least every three (3) months. Worldline may delete any Merchant Portal account which has not been used for twenty-four (24) months.

7 Card Acceptance

7.1 Obligations of Merchant

7.1.1 Irrespective of the price of the goods and services the Merchant sells, the Merchant shall:

- a) accept all Cards of the agreed Payment Schemes as a means of payment for its goods or services; and
- b) not refuse accepting a Card on the basis of the Issuer of the Card.

7.1.2 In the event the Merchant does not accept certain Cards of a given Payment Scheme, the Merchant shall inform the Cardholders thereof clearly and unequivocally at the same time as they inform Cardholders about the acceptance of other Card types of that Payment Scheme. This information shall be displayed prominently at Points of Sales or Webshops as applicable. In any case, this information shall be provided to the Cardholder before the Cardholder enters into a purchase agreement with the Merchant.

7.1.3 In any case, the Merchant shall:

- a) not split a Transaction across several Cards or in several partial amounts on the same Card, unless:
 - i) it concerns an initial payment paid in advance and a second payment as the final payment for a service or good that was rendered or delivered at a later date by the Merchant;
 - ii) it concerns an instalment, the term and amount of which has been agreed in writing between the Merchant and the Cardholder;
 - iii) or the Cardholder pays one part of the total amount by Card and the remaining purchase amount in another form (e.g. cash or cheque);
- b) not disadvantage Cards in comparison with other means of payment, in particular not request a surcharge for payment with the Card (except if any surcharge is applied by Worldline as set out in the Contract Module for Acquiring);
- c) not debit the Card in return for cash payments or loans granted;
- d) accept the Card for services that cannot be provided immediately only whenever Cardholder receives written confirmation that the service will be provided at a later date;
- e) not change/correct any data on a Receipt after it has been signed; if a correction is required, a new Receipt shall be issued; and
- f) take the measures expected of a diligent merchant to prevent the misuse of Cards and notify immediately any suspicions of misuse to Worldline.

7.2 Exclusion of Card acceptance

The Merchant Shall not accept the Card for Transactions:

- a) involving goods and/or services that are not offered or provided by the Merchant but by a third party;
- b) that do not correspond to the agreed MCC (an additional Contract Module must be concluded in order to execute Transactions outside the already agreed upon MCC);
- c) that i) are illegal according to any Applicable Law, ii) prohibited by Payment Schemes rules or iii) require an official authorisation that the Merchant does not have; or
- d) that are used to benefit from other means of payment (e.g. prepaid cards, gift cards or e-wallet solutions); unless specifically approved by Worldline within a Contract Module, subject to any Special Terms and Conditions that may apply.

7.3 Card acceptance in Card Present Business

7.3.1 In Electronic Execution by means of Hardware Terminals, the Merchant shall ensure that the reading of the Card data and, where necessary, authentication (e.g. by entering the PIN) can be carried out on the Hardware Terminal by the Cardholder in person – and not under the observance of the Merchant or third parties. The Merchant shall not ask the Cardholder for their PIN under any circumstances.

7.3.2 If the Hardware Terminal does not request authentication, the Receipt generated by the Terminal must in every case be signed personally by the Cardholder on the signature line intended for this purpose. When using an mPOS Terminal, the Cardholder signs directly on the screen of the mobile end device.

7.3.3 Specifically in relation to UnionPay Transactions a six-digit PIN combination of numbers is required for each Transaction. In addition, each receipt must be signed by the Cardholder.

7.3.4 For Contactless Transactions, the applicable security standard is managed through the Hardware Terminal. Subject to the security parameters saved on the Card and/or Hardware Terminal, no authentication will be required in accordance with the applicable regulatory technical standards. Otherwise, the Cardholder will be prompted to authenticate themselves, for example, by entering their PIN.

7.3.5 If the Cardholder's signature is required for the Card to be accepted, the Merchant may only accept the Card if it:

- a) is presented within the period of validity printed on it;
- b) is not a recognisable forgery;
- c) has all the relevant security features; and
- d) has been signed by the Cardholder.

7.3.6 Furthermore, for Transactions with signature confirmation, the Merchant shall ensure that:

- a) the Cardholder personally signs the Receipt in its presence;
- b) the signature on the paper Receipt (or on the screen for mPOS Terminals) matches the signature on the reverse of the Card; and
- c) the last four digits of the Card number are identical to the last four digits of the number printed on the Receipt.

7.3.7 In case of doubt, the Merchant shall check the identity of the Cardholder against the Cardholder's official ID and indicate on the Receipt that the data on the ID and on the Card have been compared and verified. For mPOS Terminals, such indication shall be recorded together with a reference to the corresponding Transaction.

7.3.8 For certain UnionPay cards, the name of the Cardholder and expiry date are not shown on the Card. In these cases, the Merchant has no obligation to carry out checks with respect to the period of validity of the Card and the proof of identity of the Cardholder.

7.3.9 If the Cardholder is unable to authenticate themselves (e.g. if the Cardholder has forgotten their PIN or the system does not allow any further PIN entries), the Card may not be accepted in accordance with the fallback procedures described in clauses 14.2 and 14.3.

7.4 Card acceptance in Card Not Present Business

7.4.1 For the execution of Transactions in Card Not Present Business, the Merchant shall always i) obtain the last name, first name and residential address of the Cardholder as well as the Card number and expiry date of the Card, or have such information confirmed in the case of previously stored information, and ii) verify the plausibility of this information, in particular if the delivery address and residential address differ.

7.4.2 The Merchant shall specify the company name under which the Webshop operates on all documents transmitted to the Cardholder (e.g. order, delivery and Transaction confirmations, invoice).

7.5 3-D Secure authentication for Webshops

7.5.1 Under Applicable Law, it is Merchant's obligation to ensure that the Cardholder can authenticate themselves. By authenticating the Cardholder through 3-D Secure authentication, as required by the Payment Schemes, the Merchant can reduce the risk of fraudulent Transactions and any subsequent Chargeback. For this purpose, a Virtual Terminal with a Merchant Plug-In (hereinafter "MPI") should be integrated into the Merchant's Webshop. Such Virtual Terminal can be provided by Worldline or by another PCI/DSS certified PSP.

7.5.2 During the Transaction execution, the MPI establishes an encrypted connection with the server of the Issuer and verifies the Cardholder's authentication credentials, which allows the authentication and subsequent Authorisation of the Transaction by the Issuer.

7.5.3 3-D Secure exemptions are only possible whenever they are provided for by Applicable Law. Worldline will ensure as much as possible that the Merchant can benefit from these exemptions if applicable.

7.5.4 The Merchant acknowledges that Transactions that take place in Card Not Present Business without an MPI (e.g. manual entry of Card data on the Virtual Terminal) are only allowed in exceptional cases and are associated with a higher risk of Chargeback. The execution of such non-secure Transactions by Worldline will be subject to an additional fee, as set out in the Contract Module for Acquiring Services.

7.6 Card Not Present Business Transactions through mail order or telephone order ("MOTO")

The acceptance of Cards through MOTO requires the use of a Virtual Terminal. The Merchant shall destroy all manually recorded Card data (in particular the Card number, expiry date and Card verification number) after the Transaction has been executed. The Merchant acknowledges that MOTO Transactions are executed without the 3-D Secure procedure. Therefore, the risk of Chargeback is high.

7.7 Initiation of Credits

7.7.1 If a Transaction is to be fully or partially refunded to the Cardholder after it has been executed, the Merchant shall issue a Credit to the same Card. The Merchant is not permitted to execute a Credit in any other way (e.g. in cash or via money transfer). A Credit may only be made with respect to a debit previously Settled and the amount of the Credit may not exceed the amount originally debited.

7.7.2 With Electronic Execution, a Credit Transaction shall be initiated and a Credit Receipt printed out. For mPOS Terminals provided under the Contract Module for Terminals (if any) by Worldline, the Merchant is able to request a subsequent full or partial Credit for a Transaction in writing by contacting Worldline.

7.7.3 Once the Merchant has initiated a Credit, Worldline is entitled to obtain from the Merchant the repayment or offsetting of the Transaction previously Settled.

7.7.4 For Alipay+, Credits may only be processed within a time period of 365 days from the date of the Transaction and for WeChat Pay, Credits may only be processed within a time period of 180 days from the date of the Transaction. Subject to mandatory Applicable Laws, the Merchant shall not accept Credits beyond the applicable deadline. The Merchant shall ensure that the applicable deadline is communicated to the Cardholder, through provision of a corresponding aftersales service policy or any other adequate, written communication before the time of the Transaction.

7.7.5 If, in exceptional cases, a Credit cannot be executed as described above, the Merchant shall inform Worldline and proceed in accordance with Worldline's instructions.

7.8 Strong Customer Authentication (SCA)

7.8.1 All Transactions initiated by the Cardholder and presented by the Merchant to Worldline for processing shall be initiated using Strong Customer Authentication. Only when Worldline has approved an exemption from using Strong Customer Authentication in writing, may the Merchant be allowed to benefit from such exemption.

7.8.2 Where the Merchant fails to accept Strong Customer Authentication for a given Transaction, the Merchant shall indemnify Worldline against any financial damage suffered by Worldline relating to such Transaction.

7.8.3 The Merchant accepts that Worldline may, at its sole discretion and at any time, revoke any of the Strong Customer Authentication exemptions approved by Worldline. Worldline shall use commercially reasonable efforts to inform the Merchant of this revocation in advance. In any case, once such revocation is notified to the Merchant, any previous approval automatically terminates and the exemptions are no longer valid. If the Merchant is a Micro-enterprise or a Charity, Worldline shall inform the Merchant with at least two (2) month's prior written notice.

7.9 Exclusions from Strong Customer Authentication

PSR has defined the following cases where Strong Customer Authentication of the Cardholder does not apply:

- a) MOTO (as defined in clause 7.6); and
- b) Merchant Initiated Transactions (MIT): When a Card payment Transaction is initiated by or through the Merchant, no SCA should be applied to the Transaction on the condition that: (i) the Cardholder has initially given a mandate, using SCA, authorising the Merchant to initiate a Transaction or a series of Transactions through a Card, and (ii) the mandate is based on an agreement between the Merchant and the Cardholder for the provision of products or services and (iii) the Transactions initiated by the Merchant do not require to be preceded by a specific action of the Cardholder to trigger their initiation by the Merchant.

7.10 Exemptions from Strong Customer Authentication

7.10.1 In relation to Card Present Business, the following exemptions apply:

- a) Contactless Payments: exempted from SCA are Contactless Card Transactions of which (i) the amount of the individual Card Transaction does not exceed the maximum threshold under Applicable Law from time to time; (ii) the cumulative amount of the Card Transactions since the previous implementation of an SCA (by the Cardholder) does not exceed the maximum threshold under Applicable Law from time to time; and (iii) the number of consecutive Contactless Card Transactions since the previous implementation of an SCA (by the Cardholder) does not exceed the maximum permitted amount under Applicable Law from time to time.
- b) Transport fares or parking fees: exempted from SCA are Transactions made at Point of Sales on an unattended Terminal specifically for the purpose of paying a transport fare (e.g. toll for the use of a toll road) or a parking fee.

7.10.2 In relation to Card Not Present Business, the following exemptions apply:

- a) Low value Transactions: the SCA obligation can be waived by Worldline in case (i) the amount of such a Card Transaction does not exceed the maximum threshold under Applicable Law from time to time, (ii) the cumulative amount of the Card Transactions since the previous implementation of an SCA (by the Cardholder) does not exceed the maximum threshold under Applicable Law from time to time and (iii) the number of Card Not Present Card Transactions since the last implementation of an SCA (by the Cardholder) does not exceed the maximum permitted amount under Applicable Law from time to time.
- b) Recurring Transactions: When SCA is applied to the first of a series of recurring Card Transactions of the same amount, the following Transactions are exempt from SCA, for a twelve (12) month period, provided that i) all other authentications requirements are complied with and ii) the identification elements of the original Transaction are enclosed to subsequent Card Transactions.
- c) Transaction Risk Analysis: At Worldline's sole discretion, it can allow the Merchant not to apply SCA for Transactions in a Card Not Present Business. The evaluation to allow this exemption shall be based on multiple parameters such as Worldline's overall fraud rate and the exemption threshold value, the Transaction history of the Merchant, the Transaction patterns of the Merchant, the Merchant's business activities, the Merchant's geographical location, the Merchant's average customer, the security level of the Merchant's Infrastructure, the Merchant's financial situation, etc. Even if the Transaction Risk Analysis was granted, Worldline can refuse a Transaction based on a real time analysis and risk scoring of this Transaction. The Merchant understands that the Transaction Risk Analysis exemption and the maximum Transaction amount for such exemption is dependent on Worldline's overall fraud rate and the exemption threshold value. The Merchant accepts that in case Worldline's overall fraud rate exceeds the applicable thresholds, Worldline will no longer be allowed to offer this exemption or will only be allowed to offer this exemption in a limited way. Worldline will use commercially reasonable efforts to warn the Merchant in advance of this occurrence.
- d) Trusted Beneficiary: When the Merchant is identified as a "Trusted Beneficiary" by the Cardholder, Worldline can process the Transaction without applying SCA, subject to the Issuer's approval and confirmation that Merchant is included in a list of Trusted Beneficiaries.

7.11 Electronic Payment Ecosystem

7.11.1 The Merchant accepts that even though a Transaction meets the requirements in these Service Terms and Conditions for Acquiring Services, a Transaction may still be rejected by another third party in the electronic payment ecosystem (such as the Issuer of the Card). Worldline shall not be liable for such rejection.

7.11.2 The Merchant shall be responsible for the correct application of SCA at its Points of Sale and Webshops and shall ensure that the Transactions which are sent to Worldline are correctly labelled (e.g. the Merchant will not submit a Transaction as a MIT or MOTO Transaction when this is not the case or the Merchant shall not claim a parking fare exemption when its activities cannot be classified as such).

7.11.3 Worldline has the right, but not the obligation, to verify the compliance of each Transaction with the applied exemption. At Worldline's first request, and no later than two (2) Business Days following this request, the Merchant shall provide to Worldline all necessary evidence to support the implementation of the exemption that was used.

8 Receipts

The Merchant acknowledges that non-compliance with the obligations pursuant to this clause 8 leads to a higher risk of Chargeback, for which the Merchant will be responsible.

8.1 Transfer to the Cardholder

8.1.1 In Card Present Business, the Receipt printed out by the Terminal should be retained by the Merchant. The Merchant should hand over a copy of the Receipt to the Cardholder. When using an mPOS Terminal, the Receipt is transmitted to the Cardholder via e-mail, if requested by the Cardholder.

8.1.2 In Card Not Present Business, the Merchant shall provide the Cardholder with written confirmation of the Transaction.

8.2 Safekeeping obligation

8.2.1 The Merchant is obliged to store all original paper Receipts and copies of the electronic Receipts, all Transaction data and daily closing reports (including individual Transaction data), as well as the related order data and documentation, in a secure location for at least thirty-six (36) months from the date of the Transaction. This period may be extended by Payment Schemes, in which case Worldline will notify the Merchant accordingly without undue delay. For WeChat Pay, the safekeeping period is extended to five (5) years

8.2.2 Electronic data must be stored in an encrypted form and be protected against unauthorised access. In this respect, the Merchant shall comply with the relevant Instructions issued by Worldline (pursuant to clause 16).

9 Transaction Delivery

9.1 Delivery deadlines

9.1.1 The Merchant shall deliver the Transactions to Worldline within forty-eight (48) hours of their execution. Any Transactions submitted after this time will be subject to additional charges as set out in the Contract Module for Acquiring Services.

9.1.2 For Transactions that arrive in the System of Worldline later than is stipulated herein, Worldline reserves the right to deny the Merchant the right to Settlement or to offset Settlements previously remitted to the Merchant.

9.1.3 In Card Not Present Business, the Merchant shall deliver the Transactions within forty-eight (48) hours even if it is unable to send or deliver the goods in question immediately or provide the service immediately.

9.1.4 The Merchant bears the sole risk regarding the data transfer from the Infrastructure of the Merchant to the System, irrespective of whether this is carried out by the Merchant or a third party.

9.2 Delivery currency

The Merchant shall deliver the Transactions in the currencies set out in the Contract Module.

9.3 Subsequent entry

9.3.1 Provided the Merchant meets the delivery deadlines pursuant to clause 9.1, it will be possible for the Merchant to manually re-enter lost, incorrect or incompletely delivered Transactions in cases attributable to a technical disruption to data transmission or processing. Incorrect bookings (e.g. amount booked is too high or too low) cannot be re-entered.

9.3.2 Transactions that are delivered after a period of sixty (60) days for Debit Cards or one hundred and eighty (180) days for Credit Cards cannot be re-entered. The same applies to Transactions which data is not entered into the System.

10 Settlement of Transactions

10.1 General

10.1.1 Without prejudice to any of Worldline's rights under the Terms or at law or any limitations under the Payment Scheme rules, for the Transactions which were delivered to Worldline in accordance with the Contract Module for Acquiring Services, Worldline shall, subject to the provisions of this clause 10, transfer to the Merchant's Financial Institution the Settlement. Worldline shall use reasonable efforts to Settle the aggregate Transaction amount in the frequency as specified in the applicable Contract Module. The Settlement details are shown on the Settlement notice in accordance with clause 10.4.

10.1.2 No payments are processed by Financial Institutions on bank holidays, therefore no Settlements can occur on such days. The Merchant accepts any delays to Settlement that may result in such circumstances and Worldline shall not be liable for any damage arising therefrom.

10.1.3 For the Settlement of aggregate Transaction amounts, Worldline is dependent on third-party Financial Institutions to Settle the funds to the Merchant's Financial Institution. In the event one of the third-party Financial Institutions involved in the Settlement fails to meet its obligations, refuses to Settle the funds to the Merchant or otherwise decides not to Settle the funds, Worldline will not be capable of fully executing the Settlement. Worldline shall have no responsibility for the Settlement not being fully executed to the Merchant due to the failure of any third party Financial Institution.

10.1.4 If the Merchant requests Settlements for each Payment Scheme (e.g.: one for Visa, and another one for Mastercard), the Merchant shall bear any applicable additional costs arising in this respect.

10.2 Settlements received by Merchant

10.2.1 The Merchant shall receive the Settlements at the Merchant's Financial Institution. The Merchant's bank account details are required in order for Worldline to carry out the Settlements.

10.2.2 If the Merchant wishes to change the Merchant Financial Institution, the Merchant shall request the change in writing to Worldline and shall comply with any requests made by Worldline in order to implement such change. Such a request shall be signed by a duly authorised representative of the Merchant. The Merchant acknowledges that any incorrect or insufficient information about the Merchant Financial Institution or a late request for change may lead to errors or delays in Settlement for which Worldline shall have no responsibility.

10.2.3 All costs and fees concerning the Merchant's Financial Institution, receiving the Settlement, conversion of currencies or otherwise in connection with the Settlements or the aforementioned change shall be borne by the Merchant.

10.3 Settlement currency

10.3.1 Settlements are credited to the Merchant in the local currency as applicable in the country where the Merchant is registered. If the Merchant requests crediting in another currency, the currency delivered by the Merchant is converted via pounds sterling (GBP) into the requested reimbursement currency. The foreign currency conversion rates specified by Worldline apply. The Merchant shall accept the conversion rates applied by Worldline and shall bear all applicable costs.

10.4 Settlement notice and pre-notification

10.4.1 Worldline shall provide the Merchant with a notice of Settlement in the form indicated in the Contract Module as well as through the Merchant Portal. The Merchant undertakes to review all Settlement notices and shall immediately inform Worldline about any errors or missing Transactions. If the Merchant fails to notify Worldline in writing of an error or missing Transaction within thirty (30) days following the receipt of the notice of Settlement through the Merchant Portal, the Merchant is irrevocably deemed to have accepted the Settlement and Worldline shall have no obligation to correct or remedy such Settlement.

10.4.2 If claims of Worldline against the Merchant (e.g. in case of Chargebacks or a negative balance) are Settled by means of a business-to-business direct debit collection, the Merchant will receive a request for payment for the outstanding amounts in the form of a pre-notification. The direct debit will be collected on the date communicated by Worldline. If, at the time of collection, the Merchant's bank account has insufficient funds and a Chargeback procedure is initiated, the Merchant shall fall into arrears as of the date of the Chargeback.

11 Financial Measures

11.1 The Merchant acknowledges and accepts that, depending on the MCC allocated to the Merchant and the level of risk of the Merchant's business (depending for instance on whether it is Card Not Present Business, or if the Merchant sells goods and/or services which are subject to a later delivery), Worldline shall allocate a risk note to Merchant, which shall determine:

- the number of days between each delivered Transaction being submitted and the amounts for such Transaction being included in the Settlement ("**Deferral Period**"); and/or
- the percentage of each Transaction that may be retained by Worldline from each Settlement ("**Retained Amount**") and the number of days this may be held for ("**Retained Period**").

11.2 Without prejudice to clause 11.1 or any other rights Worldline may have under the Terms or otherwise, if any of the circumstances set out in clause 11.3 arise, Worldline shall be entitled to:

- suspend the Settlement of Transactions to the Merchant for such period as Worldline may determine;
- adjust the Deferral Period, the Retained Amount or the Retained Period; and/or
- require the Merchant to pay within five (5) Business Days, or Worldline may in accordance with clause 11.5 deduct from any amounts owing to the Merchant, an amount (to be determined in Worldline's sole discretion from time to time) to be held as a reserve (the "**Reserve Amount**") against any liability of the Merchant to Worldline which may arise. The Merchant shall have no right, title or interest in the Reserve Amount which shall vest in and be for the benefit of Worldline.

11.3 The circumstances to which clause 11.2 relate are:

- in Worldline's reasonable opinion, the Merchant's financial position has worsened or an Insolvency Event is likely to arise in relation to the Merchant;

- an Insolvency Event occurs in relation to the Merchant;
- Worldline considers, in its reasonable opinion, that the level of Chargebacks has increased or is likely to increase;
- Worldline considers, in its reasonable opinion, that there has been or will be a material change in the number or size of Transactions;
- in Worldline's reasonable opinion, the Merchant is in breach of or is likely to be in breach of its obligations under the Terms; or
- if there are changes on the part of the Merchant (e.g. delivery time, business model, etc.) which Worldline reasonably considers will increase Worldline's risk exposure.

11.4 Worldline will notify the Merchant as soon as reasonably practicable of it exercising its rights under clause 11.2 unless Worldline is prohibited from doing so under Applicable Laws.

11.5 Without prejudice to any other rights Worldline may have under the Terms or otherwise, Worldline shall be entitled at any time to set-off (without notice) any liability of the Merchant (whether past, present, future, actual or contingent) owing or which may become owing to Worldline against any amounts due from Worldline to the Merchant.

11.6 Worldline's rights under clauses 11.1, 11.2 and 11.5 shall continue even after the Contract Module for Acquiring Services is terminated until such time as Worldline determines in its reasonable opinion that the Merchant will not owe Worldline any liability, including in relation to any Recourse Claims, in particular Chargebacks.

11.7 Without prejudice to any other rights it has under the Terms or otherwise, Worldline may at any time require the Merchant to procure or provide additional security on such terms and in such form as is reasonably satisfactory to Worldline for the purpose of securing the Secured Obligations (the "**Additional Security**"). The Merchant shall provide or procure the Additional Security within twenty (20) Business Days or such longer period as Worldline may agree.

12 Fees

12.1 The fees are set out in the Contract Module for Acquiring Services and the payment terms are set out in clause 5 of the General Terms and Conditions, "Payment".

12.2 The Merchant may request information regarding the amount of interchange fees from Worldline in writing, or access it via worldline.com/merchant-services/interchange

12.3 The transfer fees or foreign currency crediting fees charged by the Merchant's Financial Institution or any correspondent (intermediary) bank, in connection with crediting shall be borne by the Merchant and be directly charged to the latter upon the Settlement initiated by Worldline being credited. In the event of statutory changes and/or changes to fees charged by third parties, Worldline reserves the right to change its Settlement modalities with its Financial Institution.

13 Chargebacks and Fraud Monitoring

13.1 Chargebacks

13.1.1 The Cardholder and/or Issuer are entitled to dispute a Transaction provided that the prerequisites for the opening of a Chargeback procedure, in particular the existence of a Chargeback reason, are met.

13.1.2 In the event of a Chargeback procedure being initiated, the Merchant shall, following Worldline's request, provide Worldline, within ten (10) days (or shorter if requested by Payment Schemes) and in writing, with a complete and legible copy of all relevant evidence (receipts, documentation, exchanges with the relevant Cardholder, proof of delivery, etc.) suitable to refute the Chargeback request.

13.1.3 If the Chargeback request cannot be refuted by means of the evidence submitted by the Merchant or if the requested evidence is not submitted in due time, the Chargeback shall occur and Worldline shall be entitled to offset any Chargeback amount against any Settlement or against any amount held by Worldline on behalf of the Merchant.

13.1.4 The Merchant expressly acknowledges that Worldline is not a party to or the decision maker in the Chargeback procedure and has no control over the ultimate outcome of the Chargeback procedure.

13.1.5 If the Merchant, following the initiation of a Chargeback procedure, wishes to execute a Credit in favour of the Card used in the disputed Transaction, it shall inform Worldline about its intention prior to crediting the Cardholder's bank account. The Merchant shall only execute the Credit after Worldline's written approval.

13.1.6 During the Chargeback procedure, the Merchant shall refrain from taking any legal action against the Cardholder.

13.2 Chargeback reasons in Card Present Business

A Chargeback can occur for a Card Present Business Transaction for the following non-exhaustive reasons:

- a) the Cardholder disputes the Transaction and the Merchant cannot demonstrate that the Card was present at the Point of Sale during the Transaction;
- b) the Merchant processes the Transaction knowing (or in circumstances where the Merchant would reasonably be expected to know) that the Card is used without the authority of the Cardholder;
- c) the Merchant reads the Card data via a non EMV-certified Terminal; or
- d) the Merchant does not read the Card data from an EMV chip or magnetic stripe, but enters it manually via the keypad of the terminal (in accordance with the fallback procedures pursuant to clauses 14.2 and 14.3).

13.3 Chargeback reasons in Card Not Present Business

A Chargeback can occur for a Card Not Present Business Transaction for the following non-exhaustive reasons:

- a) the Cardholder disputes the order and/or receipt of goods or services;
- b) the Cardholder rejects the goods received as defective or as not being those specified in the order;
- c) the Cardholder withdraws from a purchase of goods and/or services within the statutory withdrawal period;
- d) the Transaction was executed without a 3-D Secure procedure or other Strong Customer Authentication.

13.4 Fraud monitoring

13.4.1 Within the context of fraud monitoring, Worldline is entitled at any time to issue Instructions to the Merchant aimed at preventing fraud cases (e.g. obligation for Cardholders to provide ID). These Instructions come into force as soon as the Merchant has been notified thereof and the Merchant shall fully comply with them.

13.4.2 In case the Merchant suspects irregularities or fraudulent use of Card information, the Merchant is required to report this suspicion to Worldline and the Merchant's PSP immediately. In the event of Worldline becoming aware of any suspected or actual fraud or security threats, Worldline will contact the Merchant using its established secure procedure.

13.4.3 In the event of reasonable suspicions of fraud, Worldline is entitled to withhold the Settlements to the Merchant until the suspicions have been clarified. In the event of an excessive number of fraud cases, Worldline also reserves the right to terminate the Contract Module for Acquiring Services with immediate effect.

13.5 Compliance with the limits

13.5.1 The Merchant warrants that during any given month and for each of the payment methods indicated in the Contract Modules for Acquiring Services, it shall not meet or exceed any of the Chargeback or "fraud-to-sales" ratios as set out in the Payment Scheme rules or Applicable Laws from time to time. In any event, and notwithstanding the aforementioned, the Merchant warrants that, during any given month and for each of the payment methods indicated in the Contract Modules for Acquiring Services, the following thresholds shall not be met or exceeded:

- a) ratio of the total volume of Chargebacks plus credits/to gross sales per month shall not exceed 2%;
- b) ratio of the total volume of Chargebacks plus credits/to the number of Transactions per month shall not exceed 1%;
- c) ratio of the total volume of fraudulent Transactions/to gross sales per month shall not exceed 0,75%; or
- d) ratio of the number of fraudulent Transactions/ to the number of Transactions per month shall not exceed 3% and less than 3 fraudulent Transactions.

13.5.2 If any of the above thresholds is met or exceeded, Worldline is entitled to charge the Merchant case-specific expenses for each Chargeback /credit/ fraudulent Transaction in excess of these limits. Furthermore, without prejudice to any other rights Worldline has under the Terms or at law, Worldline is entitled to i) pass on any Penalty and/or processing fees imposed by the Payment Schemes to the Merchant, ii) defer the Settlement of the Transactions delivered for up to 180 days (notwithstanding the Deferral Period) and iii) terminate the Contract Modules for Acquiring Services with immediate effect.

14 Functional Disruptions and Fallback Procedures

14.1 General

14.1.1 The following functional disruptions may occur:

- a) functional disruption to the System;
- b) functional disruption to the Infrastructure or the Terminal;
- c) functional disruption to the Card.

14.1.2 In the event of functional disruptions, the Merchant may use the manual fallback procedures pursuant to clauses 14.2 and 14.3. The Merchant acknowledges that for Transactions executed using the fallback procedures, there is a higher risk of Chargeback.

14.1.3 When applying the fallback procedures, the Merchant shall in each case request from the Cardholder a piece of official ID and match the data on the ID (last name and first name) against that on the card. After completing the fallback procedures, the Merchant is obliged to immediately destroy all manually recorded Card data. Under no circumstances may the Merchant file or store the Card verification number or any data read and saved from the magnetic stripes of the Card after the Transaction has been Authorised.

14.1.4 There is no fallback procedure for Transactions with Visa Electron, V PAY, Maestro and UnionPay as well as for Dynamic Currency Conversion (DCC) Transactions.

14.2 Fallback procedures for functional disruptions to the System or the Terminal

If the System or the Terminal used by the Merchant fully or partially fails, the Merchant shall Authorise each Transaction with Worldline by telephone until System operation is resumed and/or the Terminal is functioning again. Once system operation has been resumed, the Transaction data as well as the authorisation number obtained shall be entered manually by the Merchant on the Terminal using the "Booking authorised by telephone" function.

In the event of a functional disruption on an mPOS Terminal, there is no fallback procedure available.

14.3 Fallback procedures for functional disruptions to the Card

If the functional disruption is a result of damage to the Card (excluding Alternative Payment Means), the Merchant may manually enter the Card data on the Terminal. The Merchant shall Authorise such Transactions in advance with Worldline by telephone. The manual entry of data by typing in the Card data on the Terminal must be executed using the "Manual card data entry" function. The Receipt printed out by the Terminal must be signed personally by the Cardholder. In relation to Alternative Payment Means, if there is a functional disruption to the Cardholder's application, no transactions can be executed.

15 Dynamic Currency Conversion (DCC)

15.1 The Dynamic Currency Conversion Service (the "DCC Service") is a service provided to the Cardholder at the Point of Sale or Webshop, which allows Cardholders to choose between the local currency or their billing currency for their cross-border Transaction. An overview of the foreign currencies available will be provided to the Merchant upon request.

15.2 The Merchant shall ask each Cardholder of a Card that has a currency other than the currency the Merchant charges in, whether they wish to pay in the Card currency or the local currency. The Merchant shall inform the Cardholder upon its request about the DCC Service and the Cardholder's rights.

15.3 When performing DCC Transactions, the Merchant shall:

- a) ensure that all information regarding the DCC Service provided by Worldline is clearly visible at the Point of Sale or Webshop;
- b) obtain the consent of the Cardholder before performing a DCC Transaction; and
- c) accept the currency conversion rate (local currency/card currency) specified by Worldline.

15.4 If a Transaction is processed using the DCC Services, Worldline shall convert the Transaction to the currency of the Card and charge the Cardholder accordingly.

15.5 Unless otherwise agreed between the parties, the DCC Transactions shall be Settled to the Merchant together with the other aggregate Transactions for the relevant period.

15.6 The Merchant shall ensure its employees are trained in accordance with the rules that apply to the DCC Service. [Training material can be found on the Worldline website.](#)

15.7 Worldline shall be authorised, at its sole discretion, to interrupt the DCC Service or individual foreign currencies if it deems such an interruption to be necessary for material reasons, such as risk of misuse or unusual volatility on the foreign exchange markets. The Merchant therefore accepts that there may be instances of non-availability, in which case the Transactions will have to be carried out in the Merchant's local currency.

16 Data Protection and PCI/DSS

16.1 Worldline and the Merchant understand and agree that they are acting, and shall act, independently of one another in their respective processing of Personal Data under the Contract Module for Acquiring Services and are not and shall not be 'joint controllers' of such Personal Data within the meaning of the Data Protection Legislation. Nothing in these Terms 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.

16.2 Information relating to how Worldline processes the data as a controller in relation to the Acquiring Service is contained in the [data privacy notice](#). The Merchant shall use all reasonable endeavours to make this data privacy notice available to Cardholders and shall in any event provide Cardholders with a copy when requested.

16.3 Card data (in particular card numbers and expiry dates) must be protected against loss and unauthorised access by third parties. The Payment Schemes' data security provisions that apply are defined in the PCI/DSS standards. In this respect, the Merchant shall observe and at all times fully comply with the currently applicable version of the "[PCI DSS Compliance Instructions Security Standards](#)", which forms an integral part of the Service Conditions for Acquiring Services. In particular, the Merchant shall carry out any required certification measure, such as a self-assessment questionnaire, and confirm to Worldline its compliance with the PCI/DSS standards whenever requested by Worldline.

16.4 In the event of Card data being stolen or if it is suspected that Card data has been stolen, the Merchant shall notify Worldline immediately. In such a case, the Merchant expressly authorises Worldline to mandate an audit company accredited by the Payment Schemes to produce a "PCI Audit Report". This will involve investigating the circumstances in which the damage arose and verifying whether the Merchant complied with the PCI/DSS standards. The Merchant is obliged to cooperate fully with the auditor. In particular, the Merchant shall provide the auditor with unrestricted access to its premises and Infrastructure. After the PCI Audit Report has been issued, the Merchant shall, at its own expense, remedy all the security defects identified within a period of time notified by Worldline. If the investigation reveals that the security standards in accordance with PCI/DSS were not met at the time the data was stolen, the costs incurred in producing the PCI Audit Report shall also be borne by the Merchant.

16.5 Worldline shall be entitled to i) pass on to the Merchant any Penalty imposed or claims for damages put forward by the Payment Schemes, and/or ii) terminate the Contract Modules for Acquiring Services with immediate effect if the Merchant is not compliant with the PCI Standards including PCI/DSS, or if the Merchant does not confirm in writing, upon Worldline's request, that it is complying with the PCI Standards including PCI/DSS.

17 Combatting Fraud

17.1 Worldline may, from time to time, participate in fraud-related information-sharing arrangements with other providers of payment services as set up by competent authorities or by the Payment Schemes, without the involvement of governmental authorities. Worldline shall have the right to share any data or information about the Framework Agreement and the Transactions processed thereunder with other Payment Schemes in the context of such fraud-related information-sharing arrangements.

17.2 Without prejudice to the generality of clause 17.1 above, the Merchant acknowledges that it is aware of the existence of Special Registers and that its breaches of the Terms or the termination of any Contract Module due to breach of the Terms may be registered in such Special Registers.