Online Payment Platform

OPP Merchant Terms for Worldline Sponsored Merchants

- Embedded Payments

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OPP Merchant Terms

Online Payment Platform
for
Embedded Payments

(single mcc - single Payee)

Introduction - use when the Merchant terms get accepted online:

The Merchant Agreement shall become binding upon the Merchant, immediately upon the Merchant's execution of the Service Schedule or online acceptance. OPP shall only become obliged to provide the OPP Services following OPP's acceptance of the Merchant.

- ☐ I confirm that I am authorized to accept the Merchant Terms and conclude the Merchant Agreement on behalf of the Merchant.
- ☐ I agree to the Merchant Terms of OPP

I. OPP, eCommerce

1. Scope of application, definitions

1.1. These OPP Merchant Terms for Worldline Sponsored Merchants ("**OPP Merchant Terms**") shall apply to the provision by Online Payment Platform ("**OPP**") and use by the Merchant of Payment Services as agreed in the Service Schedule that, once executed between the Parties, establishes the agreement between OPP and the Merchant ("**Merchant Agreement**"). Only if it is agreed in the Service Schedule that the Merchant will use the OPP Services in card-present business or Point-of-Sale ("**POS**"), the POS Addendum is applicable. Capitalised words not defined elsewhere in these Merchant Terms, are defined in Annex 1 (at the end of these OPP Merchant Terms).

1.2. Under the Merchant Agreement, OPP exclusively provides the OPP Services to Merchants that wish to accept payments in the course of their profession or business. Pursuant to Art. 38 and Art. 61 of Directive (EU) 2015/2366 of 25 November 2015 ("**Payment Services Directive**") and the national transposition acts. Parties agree to exclude the application of all non-mandatory provisions contained in the Payment Services Directive and the national transposition acts.

1.3. None of the general or other terms and conditions used by the Merchant shall apply to the Agreement.

2. The Merchant Agreement

2.1. When accepting an offer made by OPP, or when applying for the OPP Services, the Merchant expresses its intention to conclude a Merchant Agreement with OPP, to which these Merchant Terms apply. The Merchant Agreement shall be binding upon the Merchant immediately upon Merchant's execution of the Service Schedule or online acceptance. By executing the Service Schedule or accepting these Merchant Terms online, the individual acting on behalf of the Merchant represents and warrants that they are duly authorized to bind the Merchant to the Merchant Agreement, and OPP may rely on such representation. Until OPP confirms OPP's acceptance of the Merchant, the Merchant's use of the OPP Services is preliminary only and OPP can at any time refuse, cancel or restrict the Merchant's use of the OPP Services.

2.2. OPP makes the applicable version of the Merchant Terms and any other relevant information for the OPP Services electronically available and shall, upon request, provide readable copies free of charge. Unless explicitly otherwise agreed, OPP can amend these Merchant Terms at any time and shall notify the Merchant of any amendments at least one month before they shall take effect. If the Merchant does not agree with the amendments of the Merchant Terms notified by OPP, the Merchant can terminate the Merchant Agreement by giving OPP notice of termination any time before the amendments have taken effect or by ceasing its use of the OPP Services and by closing the Merchant's OPP Account. Any resumed use of the OPP Services or access to the OPP Account after the date the amendment has taken effect, will be subject to the amended Merchant Terms.

2.3. These Merchant Terms are aligned with the Rules, summarising and representing the Merchant's obligations under the Rules as accurately as possible, without limiting the Merchant's own responsibility to familiarize themselves with the Rules. If there is a conflict or inconsistency between these Merchant Terms and the Rules, the Rules shall prevail to the extent of such conflict or inconsistency.

3. The Contracting Parties

3.1. The Merchant

3.1.1. The Merchant offers goods and/or services to the public by means of a website connected to the internet or another type of sales channel (including but not limited to card-not-present, 'POS'), and wishes OPP to enable the Merchant to obtain the payments due by its customers for sales/purchase transactions (a "**Sale**") concluded between the Merchant and its customers. To make a payment to the Merchant the customer can choose from the payment methods OPP has agreed to make available to make available for the Merchant. All disputes between the Merchant and any of its customers relating to any Sale made or payment due will be resolved solely between the Merchant and such Customer. OPP disclaims all responsibility for the resolution of such disputes.

3.1.2. As an AML-obliged entity under the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act, OPP shall identify the Merchant, its legal representatives and beneficial owners, record the business activities of the Merchant and correctly allocate them to the corresponding sector category (MCC). For this purpose, the Merchant shall provide OPP with copies of the documents specified in the Service Schedule as well as, on a case-by-case basis, with any further documents required. OPP reserves the right to request, at intervals deemed adequate by OPP, the update of the documents submitted for the purpose of identifying the Merchant. OPP is entitled to, for the purpose of its risk management, assess the business activities (products and services) and the financial situation of the Merchant. The Merchant shall provide OPP with the required information (including financial statements) within 10 (ten) days following OPP' request.

3.1.3. To add points of sale and webshops to the Merchant Agreement, Parties shall separately execute additional Service Schedules.

3.1.4. The Merchant operates in the sector categories specified in the Service Schedule and sells goods and/or provides services that are exclusively allocated to these sector categories. A separate Merchant Agreement must be concluded for each sector category.

3.1.5. The Merchant shall immediately notify OPP in writing of any changes affecting its legal or operational status, including but not limited to its legal form, business activities, registered address, account details, legal representatives, beneficial owners, points of sale, or infrastructure. This obligation also applies in the event of a partial or complete sale of the Merchant's business or businesses. OPP reserves the right to invoice the Merchant for any costs incurred in connection with such changes. In the event of a significant change in the ownership structure and control, the Merchant must notify OPP in writing at least one month in advance. In such cases, OPP shall be entitled to require an update of the Merchant's identification in accordance with clause 3.1.1. If such changes result in increased risk, OPP may terminate the Merchant Agreement with immediate effect. Until OPP receives formal written notification of a legal succession, OPP shall be entitled to transfer all Payouts with discharging effect to the previous Merchant. If the Merchant experiences a significant deterioration in its creditworthiness, including but not limited to the initiation of insolvency proceedings, it must notify OPP without delay. In response, OPP may, at its sole discretion, implement appropriate measures, such as modifying reimbursement frequency, and further conditions for Payout , withholding (all or part of the Payout, or requiring suitable collateral. OPP will promptly inform the Merchant of any such measures taken by OPP.

3.2. Online Payment Platform and the Territory

3.2.1. The OPP group of companies includes Online Payment Platform B.V. ("**OPP NL BV**") and Online Payment Platform Limited ("**OPP UK LTD**") , both of which are authorised by their respective National Competent Authorities ("**NCA**") to provide Payment Services. Online Payment Platform B.V. is licensed as a Payment Institution, while OPP Ltd is licensed as an E-Money Institution. The authorised provider of the Payment Services depends on the country in which the Merchant is incorporated ("**Territory**").

3.2.2. Any Payment Services will be provided to:

3.2.2.1. Merchants incorporated in the European Economic Area by OPP NL BV; and

3.2.2.2. Merchants incorporated in the United Kingdom by OPP UK LTD; and

3.2.3. Any other OPP Services are provided by OPP NL BV and OPP UK LTD on a joint and several basis, provided that:

3.2.3.1. if the Merchant is incorporated in the EEA or Switzerland, OPP NL BV will exercise or perform the rights, duties and obligations of OPP towards the Merchant; and

3.2.3.2. if the Merchant is incorporated in the United Kingdom, OPP UK LTD will exercise or perform the rights, duties and obligations of OPP towards the Merchant.

3.2.4. Any reference to OPP in the context of the provision of Payment Services is deemed a reference to the company identified in accordance with clause 3.2.3.

3.2.5. Any reference to OPP in the context of the provision of Payment Services is deemed a reference to the company identified in accordance with this clause 3.2.

3.2.6. The governing law of the Agreement will be determined and agreed in the Service Schedule, based on the Merchant's Territory.

3.2.7. Under the Rules of Visa , OPP will as a payment facilitator of a principal scheme member (identified below) deliver transaction data of Merchant's (visa-branded) Card Transactions to the schemes, receive settlement and contract with the scheme member on the Merchant's behalf. Under the Rules of Mastercard, the Merchant Agreement is entered with the Merchant by OPP on behalf of the scheme member. In all cases, the scheme member is contractually responsible for the provision of the card acquiring services under the relevant Rules. OPP acts either as your processing facilitator (Visa) or as the scheme member's representative (Mastercard) to enable the Merchant to accept payments made by cards. The Merchant will be notified in advance of the name of principal scheme member.

3.3. More about OPP NL BV

3.3.1. OPP NL BV is a Dutch limited liability company ('*besloten vennootschap*'), with its registered seat at Kanaalweg 1, 2628 EB, Delft, The Netherlands (registered in the Dutch commerce register ('*Kamer van Koophandel*') under number: 50124498. As a licensed payment institution OPP is under the supervision of the Dutch Central Bank ('*De Nederlandsche Bank, DNB*'). Information of OPP NL BV's licence can be found here: https://www.dnb.nl/openbaar-register/registerdetailpagina/?registerCode=WFTBI&relationNumber=R124325

3.4. More about OPP UK LTD

3.4.1. OPP UK LTD is a limited liability company, with its registered seat at 10 York Road, London, England, SE17ND (registered with company number: 14150898. As a licensed electronic money institution OPP UK LTD is under the supervision of the Financial Conduct Authority ("**FCA**"). Information of OPP UK LTD's licence can be found in the FCA's Financial Services Register under reference number 1003976.

3.5. Principal Scheme Members

3.5.1. Depending on the Merchant's Territory, the Principal Scheme Member will be:

3.5.1.1. Worldline Merchant Services UK Ltd, a corporation organised and existing under the laws of England and Wales, with its registered seat at 1 Technology Drive, Beeston, Nottingham, England, NG9 1LA. As a licensed payment institution (firm reference number 978429), Worldline UK is authorised and supervised by the Financial Conduct Authority (FCA) ("**Worldline UK**");

3.5.1.2. Worldline Financial Services (europe) S.A., a Luxembourg company ('Société Anonyme'), with its registered seat at Atrium Business Park, 33, rue du Puits Romain, L-8070 Bertrange and Luxembourg Commercial Register no. B144 087. As a licensed payment institution (license no. 06/10) Worldline is under the supervision of the Luxembourg Financial Supervisory Authority (Commission de Surveillance du Secteur Financier/CSSF, 283, route d'Arlon, L-1150 Luxembourg); or

3.5.1.3. any other legal entity within or partnering with (an entity of) Worldline Group authorised to provide payment services and holding the licenses from the Schemes that are necessary for the provision of Card Acceptance Services in the EAA, and a Merchant's particular Territory in the EEA, as OPP will notify the Merchant (and each of Worldline Financial Services (europe) S.A., Worldline Schweiz AG and any other principal scheme member that is part of the Worldline Group in Europe, will be referred to as "**Worldline EU**").

3.5.2. Each Worldline Card Acquirer holds the licenses from the Schemes that are necessary for the provision of the Card Acceptance Services in the Merchant's Territory. As the principal member of the Schemes, the Worldline Card Acquirer will assign a BIN to the Merchant in the relevant systems of Worldline for processing the Card Transactions in the Schemes' systems. The Worldline Card Acquirer will be processing personal data in respect of the Merchant and the Merchant's Card Transactions independently from OPP's processing activities, subject to Wordline's privacy notice (a reference or link to this privacy notice will be provided in the Service Order).

3.5.3. If at any moment in time, the Merchant's total aggregate volume (number * value) of Card Transactions exceeds the Scheme Thresholds, the Merchant must enter into a Card Acceptance Agreement directly with the Worldline Card Acquirer.

4. Merchants Accepting Payments by Card

4.1. A credit card payment is contingent upon the assumption, by a credit card acquirer (for the purposes of this Merchant Agreement, Worldline), of the payment obligation of the cardholder, pursuant to a credit arrangement. Notification of the authorization of a Card Transaction does not constitute a guarantee of payment to the Merchant, as there exists an inherent risk of Chargeback. Notwithstanding the foregoing, upon receipt of authorization for a Card Transaction, the Merchant shall duly fulfill its obligations to the customer, despite the fact that such Card Transaction may, under certain circumstances as set forth in the applicable Rules, be made subject to Chargeback. In such an event, the Merchant may have delivered or provided the goods or services, yet will not receive the corresponding payment funds.

4.2. The merchant can, by correctly implementing 3D Secure technology, avoid or reduce its liability for fraudulent Chargebacks.

4.3. Visa and MasterCard maintain control programs that impose significant challenges to future acceptance as a Merchant, should the Merchant Agreement be terminated at the direction of these Schemes (or by OPP pursuant to clause 16.4.3); and

4.4. The manner in which the Merchant performs its obligations to the Cardholder, OPP, or any third party, may influence the progress and completion of the credit card payment and the provision of the OPP Services hereunder.

5. OPP's Obligations

5.1. Without limiting any other obligations OPP has under the Merchant Agreement, OPP shall provide the OPP Services with due skill and care, (an '*inspanningsverplichting*') in compliance with applicable laws and the Rules.

5.2. OPP shall use adequate security measures and techniques in accordance with applicable industry standards, the applicable legal requirements and the Rules, including PCI DSS to:

5.2.1. ensure the security and confidentiality of any data received from and exchanged on behalf of the Merchant in the process of the Merchant's use of the OPP Services; and

5.2.2. ensure the integrity, availability and security of the OPP Platform.

5.3. OPP shall not be able and therefore not obliged to perform its obligations under the Merchant Agreement in respect of Transactions for which OPP did not receive complete and accurate transaction data.

6. OPP as Worldline's Payment Facilitator

6.1. When providing to the Merchant "OPP Card Acquiring", OPP will act as the payment facilitator of Worldline, and, on the Merchant's behalf, deliver Card Transactions to Worldline, receive settlement of Worldline and contract with Worldline for Worldline's Card Acceptance Services. Following receipt of transaction data through the services provided by an OPP-approved Infrastructure Partner, OPP delivers the transaction data to the Worldline Acquirer for its Card Acceptance Services (or to another financial partner of OPP for OPP Acquiring Services in respect of other payment methods). Only when a Card Transaction is authorised, settlement is made to OPP on the Merchant's behalf. The amount settled to OPP is available to the Merchant and due for reimbursement by OPP ("**Payout**") to the Merchant. OPP shall transfer the Payout to the Merchant's Designated Bank Account, if applicable in accordance with any Escrow Conditions, as set forth in clause 7.

6.2. Card Transactions and payments made by customers using other reversible payment methods may be made subject to chargeback ("**Chargeback**") under the applicable Rules. Payout will only be transferred by OPP for Card Transactions and Transactions paid with other reversible payment methods that have been reported as authorised, provided they are not subsequently subject to a chargeback or a credit agreement made between the Merchant and the customer. OPP disclaims all liability for any Transaction that, despite being authorised, does not ultimately result in settlement to OPP.

6.3. OPP makes reports available to the Merchant in the Merchant's OPP Account, where Merchant can consult the number, amount and status of Transactions, the settlements OPP receives from Worldline and OPP's other financial partners on the Merchant's behalf, the amount available and due for Payout by OPP to the Merchant and further information. Through its OPP Account the Merchant can also request OPP to provide information regarding interchange fees from OPP.
An OPP Account is personal to the Merchant and the Merchant is responsible to ensure that any login credentials are adequately protected against access by unauthorized third parties. Passwords shall be changed on a regular basis. Any Merchant Agreement that identifies itself to OPP using the login credentials, shall be considered as having been authorized by the Merchant to access the OPP Account. OPP only verifies the login credentials; no further authentication is carried out.

6.4. If there are grounds to suspect that unauthorized third parties have gained access to the OPP Account either or not by (mis-) use of the login credentials, the Merchant must ask OPP immediately to block the login credentials. The Merchant shall be liable for any actions taken by third parties using the login credentials as it is for its own actions. OPP assumes no responsibility regarding the authenticity and immutability of data when downloaded, recorded or stored by the Merchant.

7. Fees and Payout

7.1. All fees due for the Merchant's use of the OPP Services hereunder are agreed between the Merchant and the OPP-approved Infrastructure Partner and shall - if and to the extent the conditions are fulfilled - be paid by the Merchant authorising set-off by OPP as set forth in clause 7.2.2.

7.2. The Payout OPP shall, subject to the terms and conditions and the Payout frequency agreed in the Merchant Agreement, transfer to the Merchant is calculated as the amount equalling:

7.2.1. the total amount of settlement received by OPP from Worldline or another financial partner of OPP on behalf of the Merchant (and not yet transferred as a Payout to the Merchant) ("**Settlement**"), **MINUS**

7.2.2. the service fees agreed to be due between the Merchant and the OPP-approved Infrastructure Partner for Merchant's use of the OPP Services and the services of the OPP-approved Infrastructure Partner ("**Infrastructure Service Fees**"); **MINUS**

7.2.3. if and to the extent applicable, the amount of any Transaction made subject to refund, chargeback or other form of reversal and any related agreed costs or fines levied under the Rules after OPP transferred the Payout in respect of such a Transaction; and **MINUS**

7.2.4. any other amounts the Merchant is liable for towards OPP under the Merchant Agreement (the amounts deducted in accordance with clauses 7.2.2 and 7.2.3 each a "**Merchant Debt**") .

7.3. If the amount of Settlement is not sufficient to cover for the Merchant Debt (and the Merchant Debt would cause a negative amount of Payout), the Merchant shall promptly upon OPP's demand reimburse the deficit to OPP. If the Payout remains negative for more than 3 (three) days, OPP is entitled to suspend the performance of its obligations under or terminate the Merchant Agreement in accordance with clause 17.2.5 and OPP shall be entitled to charge default interest at the statutory rate on the outstanding amount and charge all costs for dunning and debt collection to the Merchant.

7.4. Provided the total aggregate amount of all Transactions is sufficient to cover the Merchant Debt due in the period of time between settlement to OPP and Payout by OPP, the set-off effectuated by OPP under clause 7.2.2 shall discharge the Merchant's payment obligation to the OPP-approved Infrastructure Partner (for the Merchant's use of the services of the OPP-approved Infrastructure Partner). As a result, the OPP-approved Infrastructure Partner shall no longer seek payment of the Infrastructure Service Fees directly from the Merchant. Instead, OPP and the OPP-approved Infrastructure Partner will agree and settle their mutual payment obligations between themselves.

7.5. The transfer fees or foreign currency crediting fees charged by the Merchant's financial institution or any correspondent (intermediary) bank, in connection with the transfer of the Payout by OPP shall be borne by the Merchant.

7.6. The Merchant shall hold its Designated bank Account at a financial institution in the name of the Merchant's company. For proper processing, the IBAN and BIC of the corresponding account are required. The Merchant acknowledges that if incorrect or insufficient account data is provided, transfers/direct debit collections may either not be executed or transfers may be made to another recipient. All costs and fees incurred for inquiries or any other related expenses shall be fully borne by the Merchant. OPP shall transfer settlements resulting from the Merchant Agreement to the Merchant in the form of a collective payment. If the Merchant requests transfers for each card brand, it shall bear any additional costs arising in this respect.

7.7. The Payout available to and due for transfer to the Merchant is shown in the Merchant's OPP Account. All information reported in the Merchant's OPP Account is deemed to be correct and complete and to have been approved without reservation, if the Merchant hasn't notified OPP of any discrepancies or objections within 30 (thirty) days after the information was presented.

7.8. No Payout will be made available to the Merchant and OPP will not be obliged to transfer any Payout, nor will OPP be somehow liable to make funds available to the Merchant in respect of a payment made by a customer in respect of a Transaction of the Merchant that has not first been settled to OPP - on the Merchant's behalf - unless the failure to settle is attributable to OPP.

8. Obligations of the Merchant

8.1. The Merchant shall comply with the technical, organizational and administrative instructions and guidelines issued by OPP as well as by the terminal providers and the OPP-approved Infrastructure Partner.

8.2. Without limiting any other obligations the Merchant has under the Merchant Agreement, the Merchant shall in connection with its use of the OPP Services:

8.2.1. comply with applicable law and regulations and the Rules;

8.2.2. comply with any terms and conditions that apply to the Merchant's use of the services provided by the OPP-approved Infrastructure Partner;

8.2.3. comply with the terms and conditions imposed by any third party service providers with whom the Merchant enters into a direct contractual relationship for the use of their payment methods, acceptance functionality or payment-related services, including providers such as Apple (for Apple Pay and Apple Tap-to-pay), Google (for Google Pay) and PayPal (each such party a "**Merchant-facing Provider**");

8.2.4. perform its legal and contractual obligations towards its customer, in particular start the shipping of the products or provision of services of a Sale upon Merchant's receipt of the authorisation;

8.2.5. clearly and timely inform the customer of the Merchant's warranties and return policy ('*garantie- en retourenregeling*');

8.2.6. respect the intellectual property rights of third parties and to not infringe such rights in any way;

8.2.7. prevent that OPP becomes subject to any investigation by a regulatory authority because of OPP's relationship with the Merchant;

8.2.8. cooperate with OPP if OPP requests information in respect of the OPP Services provided to the Merchant;

8.2.9. only submit transaction data in respect of Transactions for Sales of goods or services that fall within the MCC assigned by OPP;

8.2.10. only submit transaction data in respect of bona fide Sales to a customer corresponding with the amount agreed with the customer, or, if there's no sale, that the transaction data corresponds with the payment agreed to be due by the customer;

8.2.11. notify OPP in advance if the number or value of the Sales and related Transactions in a given timeframe will substantially be affected by a change in the goods or services provided, the way they are offered (e.g. seasonal sales campaigns);

8.3. Furthermore, the Merchant shall:

8.3.1. notify OPP as soon as possible after the detection of irregularities in Transactions or complaints about the OPP Services;

8.3.2. provide to OPP upon request, all assistance reasonably required when OPP is investigating complaints of customers, suspicious activity or fraud in connection with Transactions and any illegal use of the OPP Services or use thereof in violation of the Agreement; and

8.3.3. fully cooperate with requests by or on behalf of OPP or audits performed by or on behalf of OPP, Worldline or the Schemes, including at the location of the Merchant's business activities and any of the Merchant's systems, to determine that the Merchant performs all its obligations under the Agreement.

9. Indemnity

9.1. The Merchant shall indemnify OPP and hold OPP harmless for and against:

9.1.1. any Merchant Debt; and

9.1.2. any and all costs (including reasonable legal fees) and damages incurred by OPP in connection with any claim by a third party which is made against OPP in connection with:

9.1.2.1. the Merchant's (alleged) failure to perform its obligations under the Agreement, including but not limited to any Merchant Debt; and

9.1.2.2. the Merchant's (alleged) failure to perform any obligation it has towards such a third party to the extent such third party cannot, or for whatever reason chooses to not enforce performance towards the Merchant directly.

10. OPP Platform and OPP Infrastructure Partners

10.1. OPP has developed and owns a cloud-based platform ("**OPP Platform**") through which OPP makes the OPP Services available to OPP-approved Infrastructure Partners for use by the Merchant. OPP authorises the Merchant to make use of the third party infrastructure of OPP-approved Infrastructure Partners (each an "**OPP Infrastructure Partner**") to submit transaction data to OPP on behalf of the Merchant. The Merchant's use of the technical services of an OPP Infrastructure Partner does not diminish the Merchant's responsibility to implement appropriate technical and organizational security measures to prevent unauthorized access, disclosure, or misuse of cardholder data. The Merchant remains fully accountable for ensuring compliance with PCI DSS in relation to its own systems, processing and operations involved in the processing, transmission, or storage of Payment Card Data.

10.2. OPP reserves the right to make technical or organizational changes or additions to the OPP Services, the way the OPP Platform operates or the operation of the Integration established between the systems of OPP and the OPP-approved Infrastructure Partner. The Merchant shall, where needed, adjust Merchant's operations to any such modifications at Merchant's own cost.

10.3. OPP does not warrant that the OPP Services are free of errors, that they operate without interruption or are compatible with all equipment and software configurations used or made available through the services of the Merchant's OPP-approved Infrastructure Partner. Nor is OPP responsible for or warranting any minimum response time in connection with submitting, delivering and exchanging transaction data with Worldline or its other financial partners. OPP shall be authorized to interrupt, at its equitable discretion, the operation of the OPP Services if it deems such an interruption to be necessary for imperative material reasons, for example adjustments to the OPP Platform and updates, disruptions, risk of misuse.

10.4. The availability, characteristics and conditions applicable to payment methods supported through the OPP Services depend on third parties, including Schemes, Payment Method Operators, Merchant-facing Providers, Card Acquirers (including the Worldline Card Acquirer) and OPP-approved Infrastructure Partners. OPP does not warrant that any payment method, functionality, currency, feature or integration shall remain available during the Term. OPP may suspend, restrict, modify or discontinue support for a payment method, functionality, currency, feature or integration where reasonably required due to changes or requirements imposed by third parties involved in the relevant payment method or due to legal, operational, technical, security, compliance, commercial or risk-related reasons.

11. PCI DSS

11.1. The Merchant shall, at its own cost and expense, ensure that its systems, processes, and operations involved in processing, transmitting or storing Payment Card Data, are always compliant with PCI-DSS (Payment Card Industry Data Security Standards). They must obtain and maintain valid PCI-DSS compliance certificate (an 'Attestation of Compliance' or equivalent confirmation of compliance) through an independent qualified third-party assessor. OPP shall make available an integration with or access to an approved third-party service provider to facilitate such assessment. This introduction does not constitute a recommendation, the Merchant may use any approved QSA (Qualified Security Assessor).

11.2. As a condition precedent to OPP commencing payment services, the Merchant must have and be able to provide OPP, upon request, documentary evidence of the Merchant's PCI-DSS compliance in the form of an Attestation of Compliance /

Report on Compliance ("**Compliance Confirmation**"). OPP has no obligation to provide services, and will not commence any services until OPP receives and accepts such evidence from the Merchant. The Merchant shall continuously maintain and promptly renew such PCI-DSS compliance certification, providing updated Compliance Confirmation to OPP at least annually, immediately upon each renewal or upon OPP's reasonable request.

11.3. If the Merchant has not provided the valid Compliance Confirmation upon its renewal date or within 10 days of the expiry date, OPP may notify the Merchant, without prejudice to OPP's other rights and remedies (including suspension of the services), that without a valid Compliance Confirmation, OPP will deem the Merchant non-compliant with the PCI-DSS standards. As such, OPP reserves the right to charge a non-compliance fee ("**Non-compliance Fee"**) equalling 3% of the Merchant's Card Turnover (CTO) processed each month until the Merchant demonstrates compliance via valid Compliance Confirmation. Whilst the Merchant remains non-compliant, OPP may continue to apply the Non-compliance Fee calculated per calendar month or pro rata part thereof. This Non-compliance Fee will be charged monthly in arrears.

11.4. The Parties acknowledge and agree that the Non-compliance Fee constitutes an OPP Fee reflecting the increased regulatory risk, scheme exposure, operational impact, and additional monitoring and administrative efforts incurred by OPP in the absence of confirmed PCI-DSS compliance.

11.5. The charging of the Non-compliance Fee does not constitute a waiver by OPP regarding the Merchant's non-compliance with PCI-DSS standards, nor does the payment of the Non-compliance Fee relieve the Merchant of their obligation to obtain, maintain, and demonstrate PCI-DSS compliance while they take card payments.

12. Merchant's Acceptance of Cards

12.1. Irrespective of the amount involved, the Merchant is obliged to accept all cards of the agreed card brands and agreed card types (credit, debit or prepaid card) as a means of payment for goods and/or services. Commercial Cards issued within the EEA – insofar as the provisions of the regulation (EU) 2015/751 are applied in the country of card issuance – as well as cards from a three-partite card payment system are exempt from this rule.

12.2. The Merchant shall:

12.2.1. not split a Transaction across several cards or in several partial amounts on the same card, unless:

12.2.1.1. 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;

12.2.1.2. it concerns an instalment the term and individual instalment amount of which has been agreed in writing between the retailer and the cardholder;

12.2.1.3. the cardholder pays one part of the total amount by card payment and the remaining purchase amount in another form (e.g. cash or cheque);

12.2.2. not disadvantage Consumer Cards issued within the EU in comparison with other means of payment, in particular not request a surcharge for payment with the card;

12.2.3. not debit a card in return for cash payments or loans granted; cash payments (Cash Advance, Purchase with Cash Back) require (where available) a supplemental agreement;

12.2.4. only accept the card payment for services that cannot be provided immediately if the cardholder receives written information (also by e-mail) that the service will be provided subsequently;

12.2.5. not change/correct any data on a receipt after it has been signed; if a correction is required, a new receipt must be issued;

12.2.6. take the measures expected of a diligent merchant to prevent the misuse of cards and notify any suspicions of misuse to OPP immediately.

12.3. The Merchant may not submit Card Transactions:

12.3.1. for Sales involving goods and/or services that are not offered or provided by the Merchant but by a third Merchant Agreement (sub-acquiring prohibition);

12.3.2. that do not correspond to the agreed sector categories (MCC);

12.3.3. for Sales that are or that the Merchant should have known was illegal or immoral or that require (or that the Merchant should have known that require) an official authorization that the Merchant does not have;

12.3.4. for adult entertainment (pornography, eroticism), tobacco, pharmaceuticals, gaming and gambling or auction Transactions; and

12.3.5. for the Sales (re-charge) of other means of payment (e.g. prepaid cards, gift cards or e-wallet solutions).

12.4. For the execution of card-not-present business transactions, the Infrastructure provided by OPP-approved Partners will be set-up so that the last name, first name and residential address of the cardholder as well as the card number and expiry date of the card or will be provided (or confirmed in the case of previously stored information) for the purpose of authorisation and that the cardholder is clearly informed of the Merchant's details (on order, delivery and transaction confirmations, invoice).

12.5. The Merchant shall make any refunds agreed with a cardholder to the same card as used for the Transaction and the amount of the refund may not exceed the amount of the original Transaction.

13. Chargebacks and fraud monitoring

13.1. The cardholder and card 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 fulfilled. If chargeback procedure is initiated, the Merchant shall, following OPP' request, submit to OPP, within 10 (ten) days and by registered mail, copies of all receipts and documentation suitable to refute the chargeback reason. If the chargeback reason cannot be refuted by means of the receipts submitted by the Merchant or if the receipts requested are not submitted in due time, the Transaction will be charged back (the "**Chargeback**").

13.2. With respect to card acceptance in card-not-present business, in particular, the following chargeback reasons apply:

13.2.1. the cardholder disputes the order and/or receipt of goods or services;

13.2.2. the cardholder rejects the goods received as defective or as not being those specified in the order;

13.2.3. the cardholder withdraws from a purchase of goods and/or services within the statutory withdrawal period;

13.2.4. the cardholder asserts claims vis-à-vis the Merchant or for any other reason refuses to fulfill the claim resulting from the transaction; and

13.2.5. the Transaction was executed without 3-D Secure procedure.
(This list of chargeback reasons is not exhaustive.)

13.3. Within the context of fraud monitoring, OPP is entitled at any time to issue instructions to the Merchant aimed at preventing fraud cases (authentication). These instructions come into force as soon as the Merchant has been notified thereof and the Merchant is obliged to fully comply with them.

13.4. In the event of reasonable suspicions of fraud, OPP is entitled to withhold transfer of the Payout to the Merchant until the suspicions have been clarified. This remains subject to clauses 11.2 and 11.3. OPP is entitled to pass on any penalty and/or processing fees imposed by the Schemes for each chargeback/ credit/ fraudulent transaction in excess of certain scheme limits to the Merchant, to defer the reimbursement of the transactions delivered for up to 180 days and to terminate the Merchant Agreement with immediate effect.

14. OPP's Financial Protection

14.1. If a Chargeback occurs after OPP transferred the Payout, the Merchant shall reimburse OPP the Merchant Debt. As security for the fulfilment of the obligations of the Merchant under the Merchant Agreement, including any financial risks related to Chargebacks or other reversal, OPP may apply any one or more of the following measures (each a "**Protective Measure**").

14.1.1. OPP may instruct the Merchant to pay a deposit in the amount to be determined by OPP, into a bank account designated by OPP;

14.1.2. OPP may retain or withhold a percentage of the Settlement as a rolling reserve or an amount as a fixed deposit. Such percentage or amount, as may be amended from time to time with notice to the Merchant, will be based on the (value * volume of) Transactions processed for the Merchant.

14.2. OPP shall determine in its sole discretion for how long a Protective Measure shall remain in place. Generally this time equals the period during which Chargebacks or reversals can occur under the Rules. OPP may require the replacement of a Protective Measure for any reason.

14.3. A Protective Measure applied by OPP will serve as coverage for all (financial) risks related to refunds, costs of refunds, Chargebacks and costs of Chargeback, Scheme charges and fines, (non-)payment of Infrastructure Service Fees (which include the OPP Fees) and any other liability of the Merchant towards OPP. The Merchant will remain liable to OPP even when no Protective Measures have been taken or when they expired.

14.4. In order for OPP to exercise its rights under this clause 7.7, the Merchant grants OPP a disclosed first priority lien in and security interest on the Settlement and pledges any of the present or future funds under OPP's control as a result of OPP applying a Protective Measure and any OPP Payments.

15. Data Protection

15.1. OPP, as data controller, processes personal data in accordance with OPP's privacy statement (a reference or link to this privacy policy will be provided in the Service Order).

15.2. Transaction data, in particular transaction data of Card Transactions (in particular card numbers, expiry dates) shall be protected against loss and unauthorized access by third parties. The services of an OPP-approved Infrastructure Partner that is compliant with PCI DSS shall not reduce Merchant's own responsibility to observe and at all times fully comply with the currently applicable version of the "PCI DSS compliance instructions security standards". In particular, the Merchant is obliged to carry out the certification measures, e.g. self-assessment questionnaire, and confirm to OPP its compliance with the PCI DSS.

15.3. In the event of card data being stolen or if it is suspected that card data has been stolen, the Merchant shall notify OPP immediately, irrespective of whether the matter arose in Merchant's systems or in the Infrastructure provided by the OPP-Approved Infrastructure Partner (an OPP-Approved Infrastructure Partner has the same contractual obligation directly vis-à-vis OPP). In such a case, an PCI audit report may need to be produced and the Merchant is obliged to cooperate fully with the party that will perform the audit.

15.4. OPP shall be entitled to pass on any claims for damages put forward by the Schemes to the Merchant and/or to terminate the Merchant Agreement with immediate effect if the Merchant does not comply with the PCI DSS or if the Merchant does not confirm, upon request, that it is complying with the PCI DSS.

This shall apply equally in the event of card data being stolen or if it is suspected that card data has been stolen.

16. Liability

16.1. The Merchant will be liable for, without any limit, and shall reimburse to OPP all and any chargebacks, chargeback costs, refunds, refund costs processed or charged in respect of the Merchant's Transactions and all charges and fines Worldline puts forward to OPP when a Scheme has the right under the Rules to charge additional charges (including but not limited to issuer costs) or to levy a fine in relation to Card Acceptance Services provided in respect of the Merchant's Transactions (and any amount of chargeback, chargeback costs, refund, refund costs, charges and fines is hereinafter referred to as a "**Merchant Debt**"). The Merchant may never require its customers to dispose of their Chargeback rights.

16.2. Under no circumstances will OPP be bound to its obligation under clause 7.2, or will OPP be liable to Pay-Out or make funds available to the Merchant in respect of a payment made by a Customer that a Card Acquirer, other Payment Method Operator or Merchant-facing Provider has not, not timely or not completely made available to OPP or directly to the Merchant, due to failure by the Card Acquirer, other Payment Method Operator or Merchant-facing Provider to perform its obligations towards OPP or the Merchant for whatever reason.

16.3. OPP shall not be liable with respect to the provision or use of the OPP Services whether due to an attributable breach by OPP of its obligations under the Merchant Agreement or on account of an unlawful act or otherwise, for any loss of profits or lost revenues, business interruption or loss of business information, indirect, incidental, special, punitive, consequential or exemplary damages arising from the Merchant Agreement.

16.4. The aggregate, maximum, total liability of OPP towards the Merchant due to an attributable breach by OPP of its obligations under the Merchant Agreement or on account of an unlawful act or otherwise, shall be limited to compensation of the direct damages incurred by the Merchant up to an amount equal of the Infrastructure Service Fees paid or payable by the Merchant under the relevant Service Order during the period of three (3) months immediately preceding the date on which the event causing the liability took place and will not exceed EUR 1.500 (or the equivalent thereof in GBP).

16.5. A notice of default must contain a description of the failure to perform that is as complete and detailed as possible, to enable an adequate response. A condition for the creation of a right to damages will always be that damages are reported in writing as soon as possible after a Party becomes aware of the damages arising. Any claim for damages not reported before the expiry of a period of twelve (12) months from the inception of the claim, shall be void.

16.6. Nothing in the Merchant Agreement is intended to limit or exclude a Party's liability for gross negligence or willful misconduct or where such limitation or exclusion is not legally permitted.

16.7. Save for Merchant's indemnity obligations, neither Party shall be liable for any failure or delay in performing its obligations under the Merchant Agreement if and to the extent such failure or delay is caused by circumstances beyond its reasonable control (including natural disasters, epidemics, war, strikes, government measures, or similar events). The affected Party shall notify the other Party as soon as reasonably possible. Obligations shall be suspended during the period of the force majeure event.

16.8. The Parties agree that the limitations on liability set out in this clause 15 are reasonable in all the circumstances and that the OPP Fees have been determined with due consideration of these limitations. Accordingly, the Merchant acknowledges and accepts the risk of incurring losses or damages that may not be recoverable under this Agreement. The Merchant further accepts full responsibility for securing appropriate insurance coverage to mitigate such risks.

17. Effective Date, Term and Termination

17.1. The Merchant Agreement is concluded and becomes binding upon the Merchant upon the Merchant's execution of the Service Schedule or online acceptance of the Merchant Terms. OPP shall only become obliged to provide the OPP Services once OPP has confirmed activation of the Merchant in writing or electronically (the "**Effective Date**"). Until the Effective Date, OPP may refuse, suspend, restrict or cancel the onboarding or activation of the Merchant at its discretion. Unless terminated in accordance with the Merchant Agreement, the Merchant Agreement shall continue for an indefinite term. The Merchant may terminate the Merchant Agreement at any time by giving written notice to OPP. OPP may terminate the Merchant Agreement with effect from the end of a calendar month by giving at least one (1) month's prior written notice to the Merchant.

17.2. OPP shall be entitled at any time to terminate the Merchant Agreement with immediate effect:

17.2.1. if for a period of 2 years no transactions were sent on behalf of the Merchant;

17.2.2. if a Scheme directly requires OPP to terminate, suspend or restrict the Merchant's acceptance of a Payment Method;

17.2.3. if a Scheme requires the Worldline Card Acquirer to or if the Worldline Card Acquirer limits or terminates its payment facilitator agreement with OPP;

17.2.4. if a Scheme requires the Worldline Card Acquirer to or if the Worldline Card Acquirer requires OPP to terminate the Merchant Agreement with the Merchant;

17.2.5. in the event of an excessive number of fraud cases or Chargebacks;

17.2.6. as well as in the event of good cause. In particular, good cause includes the following:

17.2.6.1. serious or repeated breaches by the Merchant of its obligations under the Merchant Agreement, including the Merchant's non-compliance with the terms and conditions imposed by Merchant-facing Provider, including Apple, Google and PayPal, as applicable;

17.2.6.2. repeated complaints/chargebacks and/or transactions being reported by card issuers as fraudulent ;

17.2.6.3. other inconsistencies in settled transactions;

17.2.6.4. a significant change in the ownership structure and control of the Merchant;

17.2.6.5. the opening of insolvency proceedings over the assets of the Merchant; and

17.2.6.6. if any circumstances covered under clause 16.7 continue for more than 40 (forty) days.

17.3. The obligations arising out of clauses 6.3 (Safekeeping obligation), 14 (Data protection), 15 (Liability), 18.6 (Consequences of contract termination), 19 (Confidentiality), 20.3 (Assignment prohibition) and 20.7 (Applicable law and place of jurisdiction) shall remain in place following termination of the Merchant Agreement.

17.4. Following termination of the Merchant Agreement, the Merchant shall no longer be able to submit Transactions to OPP. Upon notice of termination of a Merchant Agreement, OPP is entitled to withhold the transfer of the Payout to the Merchant immediately and for 180 days beyond the termination date of the Merchant Agreement in order to offset any subsequent claims, in particular Merchant Debt.

17.5. If criminal or any other legal proceedings are opened against the Merchant or charges have been brought against the Merchant, OPP reserves the right to delay the transfer of the Payout at least until the proceedings have been completed.

18. Confidentiality

18.1. During the Term of the Merchant Agreement, Parties may exchange Confidential Information. During the term of this Agreement and for a period of two (2) years after termination or expiration of the Merchant Agreement for any reason whatsoever the party receiving the Confidential Information ("**Receiving Party**" shall:

18.1.1. keep Confidential Information confidential;

18.1.2. not disclose Confidential Information to any person other than with the prior written consent of the Disclosing Party or in accordance with clause 19.3; and

18.1.3. not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement; and

18.2. Parties may disclose the Confidential Information to their affiliates, employees and consultants (each a "**Recipient**") to the extent reasonably necessary for the purposes of this Agreement.

18.3. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement. The Receiving Party shall severally be responsible for any improper disclosure or use by its Recipients of Confidential Information to the same extent as if the Receiving Party had received such Confidential Information directly and made the same disclosure or use of such Confidential Information as did its Recipients.

18.4. The obligations contained herein shall not apply to any Confidential Information which:

18.4.1. is in the public domain at the date of this Agreement, or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;

18.4.2. is known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party without any obligation to hold it in confidence;

18.4.3. has come lawfully into the possession of the Receiving Party from a third party free to disclose such information without any restriction;

18.4.4. is approved for release by written authorisation of the Disclosing Party but only to the extent of such authorisation; or

18.4.5. is disclosed by the Receiving Party pursuant to and in accordance with a relevant statutory obligation, an order of a court of competent jurisdiction or an order of a competent regulatory body, but only:

18.4.5.1. to the extent and for the purposes of such required disclosure; and

18.4.5.2. if the Receiving Party first notifies the Disclosing Party of the requirement for disclosure and permits the Disclosing Party to seek an appropriate protective requirement.

19. Intellectual Property

19.1. OPP shall retain all right, title and interest in and to the OPP Services, OPP Platform, any underlying technology and documentation, including any derivatives of the foregoing and nothing contained in the Merchant Agreement is intended to transfer to the Merchant any other right, except as explicitly granted hereunder.

19.2. The Merchant hereby grants OPP and its affiliated companies an irrevocable, royalty free and non-exclusive right to use the Merchant’s trademark and logos on their websites and in off-line publications (which includes screenshots of the Merchant Websites and similar intellectual property rights) for promotional purposes.

19.3. The Merchant shall display any card brand and any logo or name of other payment methods or of OPP strictly in conformity with OPP's instructions (or as presented by the OPP-approved Infrastructure Partner) to indicate that payments to the Merchant can be made by card or such other payment method or to show that it uses the OPP Services.

19.4. The Merchant acknowledges that:

19.4.1. any card brand and any logo or name of other payment methods are solely and exclusively owned by the relevant Scheme and the Merchant shall not contest such ownership for any reason; and

19.4.2. a Scheme may at any time, immediately and without advance notice, prohibit the Merchant from using any card brand and any logo or name of a payment method for any reason.

20. Miscellaneous

20.1. Notwithstanding ancillary statutory provisions and unless explicitly regulated All notifications shall be issued in writing. Written form also includes electronically transmitted messages (e.g. via e-mail or via a platform provided by OPP within the scope of a service).

20.2. For non-card transactions OPP also acts as an intermediary for other acquirers and in doing so, acts as a collecting payment services provider in OPP's own name and for OPP's own account.

20.3. The Merchant may only assign any of the rights or duties it has vis-à-vis OPP with prior written consent from OPP.

20.4. OPP reserves the right to transfer the fulfillment of its contractual obligations to third parties at any time, without having to inform the Merchant.

20.5. OPP is entitled to assign the Merchant Agreement to Worldline. In such a case, the Merchant is to be suitably notified.

20.6. If any rights arising from the Merchant Agreement are not asserted by OPP, this in no way represents a waiver of these rights unless OPP has issued an express written waiver declaration in this regard.

20.7. Should a provision of the Merchant Agreement (including fees) be declared invalid, the remaining provisions shall not be affected thereby and are to be construed in such a way as if the Merchant Agreement was concluded without the invalid provision. The same applies to any contractual omissions.

20.8. All notices and documents delivered under the Merchant Agreement shall be in English and the Party to whom any such communication is addressed shall be entitled to rely on the English version as being true and correct. The Merchant Agreement is in the English language, which language shall be controlling in all respects. If the Merchant Agreement is for any purpose whatsoever (whether before or after execution) translated into a language other than English, (i) such translation (a) is provided for convenience only and (b) shall not be binding upon the Parties and (ii) the English language text (a) shall nonetheless constitute the agreement between the Parties and (b) shall at all times prevail, irrespective of whether the translation has been signed or initialled by any of the Parties to this Agreement.

21. Applicable law and place of jurisdiction

21.1. All legal relationships between the Merchant and OPP arising from the Merchant Agreement concluded are subject to Dutch law, to the exclusion of the UN Sales Convention. The exclusive place of jurisdiction is Rotterdam.

II. Card Present Business (POS) Addendum

22. This Card Present Business (POS) Addendum

22.1. The provisions of this POS Addendum only form part of the Merchant Agreement if it is agreed between the Parties (as set forth in the Service Schedule) that the Merchant's Transactions will be electronically executed by means of hardware terminals (card-present business, Point of Sale (POS)).

23. Submission of Transactions

23.1. The Merchant is obliged to submit the Transactions to OPP within 48 hours of their execution.

23.2. For transactions that arrive in the system of OPP later than is stipulated in the aforementioned provision, authorisation of the Transaction may be denied.

23.3. The Merchant shall be obliged to submit the Transactions within 48 hours even if it is unable to submit/deliver the goods in question immediately or provide the service immediately.

23.4. Unless otherwise indicated in the Service Schedule, the Merchant shall deliver the transactions in Euros.

23.5. Provided the Merchant meets the delivery deadlines pursuant to clause 8.1, it is possible 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.

23.6. Transactions that are delivered after more than 60 days (debit cards) or 180 days (credit cards) cannot be re-entered.

23.7. With electronic execution, a credit transaction will be initiated and a credit receipt printed out. For mPOS terminals offered by OPP, the Merchant is able to request a subsequent full/partial credit for a transaction in writing from the Customer Service of OPP.

24. Receipts

24.1. Failure to comply with the obligations specified in this clause 26 increases the risk of Chargebacks , and may result in additional liabilities for the Merchant.

24.2. The merchant shall retain the original copy of the receipt printed out by the terminal ("**Merchant Receipt**"). The Merchant shall hand over a copy ("**Customer Receipt**") to the cardholder. When using an mPOS terminal, the receipt is transmitted to the cardholder via e-mail, if requested.

24.3. The Merchant shall store all original paper receipts and copies of the electronic receipts, all transaction data and daily closing reports (incl. individual transaction data) as well as the related order data and documentation in a secure location for at least 36 months from the date of the Transaction.

24.4. The Merchant is obliged to store all original paper receipts and copies of the electronic receipts, all transaction data and daily closing reports (incl. individual transaction data) as well as the related order data and documentation in a secure location for at least 36 months from the date of the Transaction.

24.5. Electronic data stored outside the services provided by an OPP-approved Infrastructure Partner must be stored in an encrypted form and be protected against unauthorized access.

25. Terminals

25.1. Only terminals (hardware and/or virtual terminals) that have been certified in accordance with the applicable PCI standard and the requirements set forth by the Schemes may be used for the execution of card payments. EMV certification is a mandatory requirement for hardware terminals. Furthermore, certified terminals require approval, by one or more acquirers, in accordance with the country-specific requirements of the responsible body.

25.2. The Merchant is required to implement appropriate measures to prevent any form of tampering, including unauthorized transactions, and to ensure that terminals are safeguarded against access by unauthorized third parties. The Merchant shall regularly train its personnel on the proper use and handling of the infrastructure, particularly upon its initial deployment and at appropriate intervals thereafter. Additionally, the Merchant must instruct its personnel on the necessary precautions to detect and prevent fraud and misuse effectively.

25.3. Upon request by OPP, the Merchant shall provide a written report detailing all terminals currently in active use. Additionally, the Merchant grants OPP the authority to obtain this information directly from terminal manufacturers, software providers, or other infrastructure suppliers. The Merchant shall cooperate fully with OPP in this regard. Furthermore, the Merchant must promptly notify OPP in writing of any changes related to its hardware terminals or webshop, including but not limited to deactivations, replacements, relocations, or changes to the webshop’s URL.

26. Terminals and Cardholders

26.1. The Merchant shall position all hardware terminals at the point of sale (POS) to ensure that cardholders have direct and unobstructed access to the terminal, including the display, keypad, and card reader. In cases where PIN entry is required, the terminal must be placed in a manner that prevents unauthorized observation. Additionally, the Merchant shall take all necessary precautions to safeguard the infrastructure used for operating virtual terminals. This includes implementing appropriate security measures to protect computers, network components, and any data carriers storing cardholder data—particularly card numbers, expiration dates, and transaction details—against unauthorized access, 26.2. Cardholders must keep their PIN confidential at all times. If the terminal does not require authentication (e.g., PIN entry), the cardholder must personally sign the receipt generated by the terminal on the designated signature line. For mPOS terminals, the cardholder shall provide their signature directly on the screen of the mobile device.

26.3. For contactless transactions, security standards are managed through the hardware terminal. If the security parameters stored on the card and/or hardware terminal permit, authentication may not be required (e.g., PIN entry), in accordance with the regulatory technical standards established by the European Commission under the Payment Services Directive. Otherwise, the cardholder will be prompted to authenticate, such as by entering their PIN.

26.4. If a cardholder’s signature is required for card acceptance, the Merchant may only accept the card if it meets the following criteria:

26.4.1. it is presented within its printed validity period;

26.4.2. it is not visibly forged or altered;

26.4.3. it contains all relevant security features;

26.4.4. it bears the cardholder’s signature

26.5. For transactions requiring signature verification, the Merchant must ensure that:

26.5.1. the cardholder personally signs the receipt in the Merchant’s presence;

26.5.2. the signature on the receipt or screen (for mPOS terminals) matches the signature on the back of the card; and

26.5.3. the last four digits of the card number match the last four digits printed on the receipt.

26.6. If there is any doubt regarding the cardholder’s identity, the Merchant must verify it against an official form of identification, ensuring that the first and last names match. The Merchant shall also record on the receipt that the ID details and card information have been compared and verified. For mPOS terminals, this verification must be documented alongside a reference to the corresponding transaction ID.

26.7. If the cardholder is unable to authenticate themselves (e.g., if they have forgotten their PIN or the system no longer permits further PIN attempts), the card must not be accepted, in accordance with the fallback procedures outlined in clause 22 (“**Functional Disruptions and Fallback Procedures**”).

26.8. If at any time, the Merchant chooses to not accept all card types of the agreed card brands, contrary to its obligations under clause 6.1, the Merchant must clearly and unambiguously inform the cardholder of this, and must do so at the same time as notifying the cardholder, both at the entrance and at the cashier’s desk about the acceptance of other card types within the same brand. This information must be provided prior to the execution of the transaction. In card-present transactions, the Merchant must display this information clearly at both the entrance and the cashier's desk.

27. Functional disruptions and fallback procedures

27.1. The following functional disruptions may occur:

27.1.1. functional scheme disruption;

27.1.2. functional disruption to the Infrastructure or the terminal;

27.1.3. functional disruption to the card (damaged card).

27.2. In the event of functional disruptions, the Merchant may use the manual fallback procedures pursuant to clauses 20.2 and 20.3. The Merchant acknowledges that for transactions executed using the fallback procedures, there is a higher risk of chargebacks.

27.3. 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 shall immediately destroy all manually recorded cardholder 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 cards after the transaction has been authorized.

27.4. There is no fallback procedure for transactions with Visa Electron, V PAY, Maestro and UnionPay as well as for Dynamic Currency Conversion (DCC) transactions. There is no fallback procedure for transactions in scope of PSD2 RTS SCA (EU acquirer and EU and UK issuer).

27.5. No fallback procedure is available:

27.5.1. in the event of a functional disruption on the mPOS terminal; and

27.5.2. if the functional disruption is a result of damage to the card.

28. Apple Tap-to-Pay

28.1. The use of Apple Tap-to-Pay is subject to the Merchant's acceptance of and compliance with the Apple Acceptance Platform User Terms, which can be found here: https://www.apple.com/legal/internet-services/business-services/tap-to-pay-on-iphone/terms-en.html

III. Google Pay and Apple Pay

29. Access and use of Google API

29.1. The access and use of the Apple API is subject to the Merchant's acceptance of and compliance with all Google Pay documents listed in Paragraph 28.2 ("**Google Seller Terms of Service**") in their entirety for the entire duration of Agreement.

29.2. Google Seller Terms of Service:

(a) Google Pay API Terms of Service (source: https://payments.developers.google.com/terms/sellertos)

(b) Google APIs Terms of Service (source: https://developers.google.com/terms)

(c) Google Pay APIs Acceptable Use Guidelines (source: https://payments.developers.google.com/terms/aup)

(d) Google Pay API Brand Guidelines (source: https://developers.google.com/pay/api/

30. Apple Pay

30.1. All Apple Pay documents listed below ("Apple Pay Documents") apply, as well as any further agreements, applicable regulations, technical documentation, implementation instructions, security requirements, data protection, marketing, and branding guidelines mentioned or referred to therein:

30.1.1. Apple Pay Platform Web Merchant Terms and Conditions (source: https://developer.apple.com/apple-pay/terms/apple-pay-web/);

30.1.2. Guidelines for Using Apple Trademarks and Copyrights (source: https://www.apple.com/legal/intellectual-property/guidelinesfor3rdparties.html);

30.1.3. Apple Pay Marketing Guidelines (source: https://developer.apple.com/apple-pay/marketing/)

30.1.4. Acceptable Use Guidelines for Apple Pay on the Web (source: https://developer.apple.com/apple-pay/acceptable-use-guidelines-for-websites/)

30.1.5. Apple Pay security and privacy overview (source: https://support.apple.com/en-us/HT203027)

30.1.6. Apple Customer Privacy Policy (source: https://www.apple.com/legal/privacy/)

30.1.7. Claims of Copyright Infringement ("DMCA") (source: https://www.apple.com/legal/contact/copyright-infringement.html)

30.2. The Merchant shall seek approval from Apple and provide valid evidence of approval by Apple to OPP for the collection of non profit donations (source: https://developer.apple.com/apple-pay/nonprofits/)

Definitions

Card Transaction	Transaction data submitted on the Merchant's behalf to OPP for the provision of the OPP Services "OPP Card Acquiring", whereby OPP is acting as a payment facilitator of Worldline.
Chargeback	Reference is made to clause 6.
Confidential Information	All information which prior to or upon its disclosure is designated as such by one Party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), or which should reasonably be considered as information of a confidential nature by the Receiving Party. In this context, a "**Recipient**" is a Party (permittedly) receiving Confidential Information of the Disclosing party through the Receiving Party.
Data Controller, Data Processor, Personal Data, Processing Data Protection Legislation	Data Controller, Data Processor, Personal Data and Processing Data Protection Legislation have the meaning given to them in the GDPR. Means any and/or all applicable laws, rules, directives and regulations pertaining to data privacy, data security and the protection of Personal Data, including the General Data Protection Regulation ('GDPR') related (implementing) laws and regulations, the Privacy and Electronic Communications Directive and relevant implementing law.
Integration	The connection between the systems of an OPP-approved Infrastructure Partner and the OPP Platform based on a direct agreement concluded between OPP and the OPP-approved Infrastructure Partner.
OPP Fees	Any fees due by the Merchant for its use of the OPP Services as the Merchant will agree with the OPP-approved Infrastructure Partner.
OPP Platform	The technical platform used by OPP to provide the OPP Services.
Payment	The payment transaction (to be) accepted in respect of the Sale; using the services of an OPP-approved Infrastructure Partner the Merchant submits the transaction data of the Transaction to OPP; for Card Transactions OPP delivers the transaction data to the systems for Card Acceptance by Worldline.
Payment Method Operator	A third party enabling OPP to provide the OPP Services in

	respect of the relevant method or scheme, excluding Card Schemes and Merchant-facing Providers.
Payment Services	Any form of services requiring authorisation by an NCA as listed in Annex 1 of the second directive on payment services in the internal market (‘PSD2’).
Rules	The standards and rules that apply to the acceptance, processing and execution of payment transactions with a specific payment method;
Schemes	Visa Inc., Mastercard Inc. for (credit and debit) Cards and other payment system or payment method owners, such as Currence for iDEAL.
Scheme Thresholds	The maximum transaction volume (number of Transactions * value of transactions) in respect of which OPP is permitted to perform its obligations under this Agreement as set by the Schemes from time to time.
Transaction	The transaction data received by OPP for the provision of the relevant OPP Services; a reference to a ‘Transaction’ includes a Card Transaction.