GENERAL TERMS AND CONDITIONS – MERCHANTS

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1   DEFINITIONS

When capitalized, these terms have the following meaning:

Acceptance Service: a mobile payment acceptance solution which enables the Merchant to receive Wero payments or – should these not be possible – Bancontact payments. The Acceptance Service allows the Merchant to accept a Payment Transaction through one single QR-code or payment link, but which the Payer can pay through one of multiple mobile payment solutions. The mobile payment solution that will eventually be used to process the actual Payment Transaction with, depends on the capability of the mobile app chosen by the Payer and the product features supported by that mobile payment solution.

Acquirer: Bancontact scheme member contracted by BC. An Acquirer contracts with Merchants or payment collectors in order to enable the acceptance of Bancontact payments. Currently the Acquirer is MultiSafepay B.V., with registered office in Amsterdam, registered with Kamer van Koophandel number 34156361, it holds a payment institution license and is supervised by De Nederlandsche Bank.

Agreement: the agreement for Acceptance Services entered into between BC and the Merchant, including the present General Terms and Conditions and the other annexes which are an integral part thereof.

API: the set of functions, routines, protocols and procedures by which the Merchant integrates with BC.

API Key(s): the access codes and tokens made available to Merchant, to enable the use of and access to the APIs.

App: any mobile application that provides the functionality to the Payer to initiate Payment Transactions.

Bancontact: a mobile payment solution based on the use of a digitized Bancontact card.

BC: Bancontact Company SA/NV, a payment institution under supervision of the Belgian National Bank (the register of authorised payment institutions can be consulted on-line here: https://www.nbb.be/fr/supervision-financiere/controle-prudentiel/domaines-de-controle/etablissements-de-paiement-et-15#bm_Header_0), with registered office rue d'Arlon-Aarlenstraat 82 in 1040 Brussels, CBE nr 0675.984.882 (RLP Brussels).

BC Property: BC websites, other materials developed by BC or by BC's license holders, the Development Portal, the Merchant Portal, the Bancontact Pro App, Acceptance Service related materials from BC's licensors used by BC, as well as any other materials provided by BC for the use of the Acceptance Service such as API Keys and the APIs.

Bulk ID: a parameter of the Payment Service Provider API that allows a Merchant to define how Payment Transactions will be aggregated.

Bulk Instruction: the basis upon which Payment Transactions (and Refunds/Chargebacks) are aggregated between cut-off times as described in Article 7.4. The Bulk Instruction is a combination of the Company ID, Payout IBAN, bulk closing time and Bulk ID.

Billing IBAN: IBAN through which BC will debit the fees due by the Merchant under the Agreement.

Chargeback: a transaction type initiated by the Payer's payment services provider as a result of the Payer disputing a Wero Payment Transaction. BC shall credit the Payer's payment services provider and debit the Merchant for the Chargeback amount. A Bancontact Payment Transaction cannot be charged back.

Development Portal: the online environment (https://docs.bancontactpro.com) made available to the Merchant for the purpose of supporting the implementation and integration of the Acceptance Service, which includes guidelines for integrating with BC.

Digital signatures: JSON Web Signatures (JWS), a mechanism for authentication of requests sent via the API.

Direct Debit Mandate: the authorization given by the Merchant allowing BC to send instructions to the Merchant's bank to debit the specified Billing IBAN in favour of BC on the basis of the Agreement.

EPI or **European Payment Initiative**: scheme manager of Wero that establishes a set of harmonized rules, practices, standards and implementation guidelines.

JSON Web Key Sets (JWKS): in BC's system, this is a set of signature keypairs to enable the use and access to the APIs.

Materials: the Agreement and the related Annexes, as well as BC's Privacy Statement, a copy of which is attached to the Agreement and the latest version of which can be consulted at any time on BC's website.

Merchant: legal entity, natural person or organisation which has entered or will enter into an agreement with BC, operating in a professional capacity, intending to accept mobile payments through the Acceptance Service, in exchange for providing goods or services to the Payer.

Merchant Portal or **Bancontact Pro Merchant Portal**: web-based application through which a Merchant can manage its Products and Acceptance Service. It will allow its users, depending on their access rights, to retrieve and monitor its transactional data, to download QR codes (if opted for Products "On sticker" and/or "Pre-defined Amount") to consult and download monthly invoices, and to fully manage Shops, Products, the Merchant Account and Merchant Portal users.

Portal Administrators (also referred to as Platform Administrators or Merchant Portal Administrators or Admins) are the Merchant representatives responsible for overseeing and managing all functionalities within the Merchant Portal. The Merchant acknowledges that the Portal Administrators are granted authority to fully manage Products, Shops, the Merchant Account and other Merchant Portal users.

Partner: person who, with BC's approval, enables the use of the Acceptance Service (such as an integrator) for the Merchant, or other intermediary who promotes the Acceptance Service on behalf of BC.

Payer: consumer using an App to initiate a Payment Transaction.

Payment Transaction: a payment for goods or services, instructed and authorized by a Payer via a suitable payment App, to be credited to the Merchant or for Merchant's account.

Payout IBAN(s): IBAN(s) to which BC will credit the value of the Merchant's Payment Transactions.

Product: a specific implementation of the Acceptance Service in the Merchant's systems. The selected Product(s) are indicated in the Agreement.

Refund: a financial transaction, initiated by the Merchant, to fully or partially return (credit) the amount of the original successfully processed Payment Transaction to the Payer.

Representment: reversal of a Chargeback, thereby crediting the Merchant's account for the amount of the Representment, as a result of the Merchant providing evidence that the Chargeback was unjustified.

Shop: physical or online point of sale through which the Merchant will use one or multiple Products to sell goods and / or services.

Wero: a mobile payment solution based on the use of SEPA instant credit transfer.

Working Day: any regular working day in Belgium, i.e., a day, with the exception of Saturdays, Sundays or any public holiday when commercial banks are open for business in Belgium.

2 INTRODUCTION

2.1 These General Terms and Conditions set out the conditions under which BC authorises and enables the Merchant to accept Payment Transactions at its Shop.

2.2 The Merchant may use the Acceptance Service to accept these Payment Transactions in its Shop located in Belgium or in any other EU country in which BC is licensed to operate, from Payers that make use of a mobile application allowing them to authorize payments.

3 PRICES

3.1 Prices mentioned do not include VAT.

3.2 The prices and fees may be adjusted to inflation without prior notice, effective every first of January of the year based on the evolution of the Agoria Digital Cost Indicator. Said price changes may be calculated annually, in November, based on the following formula:
$P = P° (0.2 + 0.8 \times L/L0)$
Whereby:
- P = New price after revision
- $P°$ = Price before revision
- $L0$ = Most recent value of the Agoria Digital Cost Indicator published prior to signature of this agreement
- L = Most recent value of the Agoria Digital Cost Indicator published prior to price revision

3.3 BC can make changes to the prices and fees. The Merchant will be notified of this no later than one month before the date on which the changes come into effect. The Merchant is entitled to terminate the Agreement until the changes come into effect, which termination shall be effective on the date the changes come into effect.

4 PAYMENT TERMS

4.1 Invoices are payable within 30 days as of the invoice date which is mentioned on the invoice.

4.2 Invoices which remain unpaid after these 30 days automatically bear late payment interests, calculated at the legal interest rate as published in the Official Gazette.

4.3 All amounts owed to BC for the Merchant's use of the services provided under this Agreement will be charged to the Merchant, the Merchant is not entitled to deduction, set-off or counterclaim regarding the claim BC has on the Merchant.

4.4 If the Merchant signed a Direct Debit Mandate, BC is entitled to debit the fees and all other amounts owed to BC in connection with the Acceptance Service using the Direct Debit Mandate from the bank account specified in that mandate. If this bank account is denominated in a currency other than EURO, the exchange rate and other costs of exchange shall be determined by the bank of the Merchant. If the Merchant revokes such mandate, or it is no longer in force for any reason, BC is no longer obliged to provide the Acceptance Service. The Merchant must maintain a balance on the account specified in the mandate that is sufficient to satisfy its financial obligations to BC at the moment these obligations are due and payable.

BC will send invoices to the Merchant for the amounts the Merchant owes to BC. These invoices constitute the advance notice that BC must send as a beneficiary in connection with BC's authority to debit amounts from the account mentioned in the Direct Debit Mandate. This account will be debited the minimum number of days after the invoice was sent, as determined by applicable law.

5 INTEGRATION

5.1 For implementations that require integration efforts from the Merchant or its integrator, the Merchant generates an API key, which enables the Merchant to realise the technical integration. The API Key will be made available through the Merchant Portal, and the Merchant can share the API key with the integrator. BC may share this API key directly with the third parties charged by the Merchant with its technical integration. For securing the data exchanged in the context of selected services (refund, reconciliation data) JSON Web Signature (JWS) will be used. In order to generate or validate the signatures, BC and the integrator shall exchange the necessary JWKS (JSON Web Key Sets) endpoint information.

5.2 For the proper functioning of the Acceptance Service, the Merchant is dependent on BC and the integrator (if any). When requested, BC shall provide reasonable assistance and information to the integrator to enable the Merchant to accept payments and shall respond to any requests for information or assistance that the Merchant might have relating to the execution of this Agreement.

5.3 The Parties shall work together in good faith to resolve any issue within the shortest possible time.

6 REQUIREMENTS AND INFORMATION

6.1 The Merchant understands that as a regulated payment institution, BC is subject to various legal requirements, including but not limited to requirements on the combating of money laundering, terrorism financing and/or financial fraud, and "know-your-merchant" requirements. The Merchant accordingly explicitly confirms/commits/undertakes the following:

    I.   to have a registered address in the European Union and in an EU country for which BC is licensed to operate, and provide BC with a European Union Billing IBAN and Payout IBAN;

II. to act for its own account and acknowledge that the Merchant is prohibited to accept payments on behalf of third parties;

III. not to use the Acceptance Service for activities or purposes which are in violation of applicable laws or regulations, or are prohibited under article 6.2 below (restricted activities) or could have a harmful effect on BC's reputation; the Merchant's activities must be legal in the country where the Merchant is based and in the country where the goods/services are shipped/provided. The Merchant shall comply with European and local laws and regulations, including the provisions of PSD2 (meaning the 2nd Payment Services Directive, or, when it will enter into force, the Payment Services Regulation), the European General Data Protection Regulation (GDPR), the European Interchange Fee Regulation (IFR) and any European consumer protection law, even if the Merchant is located outside of the EU and/or these laws and regulation would not apply to the Merchant.

The Merchant commits to complying with the applicable scheme rules from respectively European Payments Initiative and Bancontact (in particular those applying to the use of the trademarks, risk management and transaction processing);

IV. if the Merchant offers the sale of products or services which are prohibited for underage persons, it shall ensure that the products or services are only delivered to persons of legal age;

V. if the Merchant sells goods or services over the Internet, its website must include the following information: (a) the Merchant's registered business address, (b) its data privacy policy, (c) its customer service contact details including telephone number or email address, and (d) its refund and cancellation policy, if it includes any restrictions;

VI. that its ultimate beneficial owner(s) or legal representative(s) are not (i) identified on any sanction lists or (ii) residents/citizens of countries considered of high risk for the purposes of anti-money laundering and counter terrorist financing;

VII. to provide BC with all the information requested by BC, such as its full legal name and trade name, bank account details, type of business, statutory address, contact details, and details of the Merchant's authorized representative(s) and ultimate beneficial owner(s) as well as supporting documentation if so requested;

VIII. to comply with any request for further or additional information that BC may request throughout (i) the Merchant-acceptance process or (ii) the term of the agreement between the Parties for the Acceptance Service; and

IX. that BC may trust that any information the Merchant has or will provide to BC is correct, accurate and complete, until Merchant notifies BC of the contrary.

6.2 The Merchant must notify BC immediately about any material change in its business activities and, without undue delay, and at the very latest within 30 days, of any change/update to the information provided under Clause 6.1 above, as well as to any other information the Merchant has provided to BC.

BC is entitled, without being obligated to pay the Merchant any form of compensation, to (i) refuse offering the Merchant any services, and/or immediately (ii) apply any of the measures as set out under Clause 12, if BC has reasons to assume or believe that the Merchant may propose products or services which could, among others, relate to:

I. pornography or adult content linked to bestiality, perversity, prostitution and/or child pornography, companion/escort services or dating services (sexually oriented), massage parlors and sexual services, gentlemen's clubs, topless bars and strip clubs;

II. adult non-professional entertainment content, including but not limited to streaming,

III. hate, violence, discrimination, incest, terrorism, harassment or abuse;

IV. organ trade;

V. mail order spouse and matchmaking;

VI. prostitution;

VII.	military equipment, military arms, explosive devices and firearm parts;
VIII.	e-money or other cryptocurrencies or similar financial products, anonymous, untraceable or difficult-to-trace financial products, such as phone credit, crypto-currencies or prepaid cards with credit;
IX.	any form of gambling and or games of chance activities without the Merchant having the required licenses from the relevant supervisory bodies and/or authorities;
X.	illegal products or services prohibited by local legislation;
XI.	drugs and similar products and illegal substances;
XII.	counterfeit goods/replicas or products that might infringe intellectual property rights; and
XIII.	pseudo pharmaceuticals or other nutraceuticals with unlawful/questionable health or medical claims or promising extreme results (unless it represents only a non-substantial part of a Merchant's activities).

6.3 In the event that information and materials necessary for conclusion and/or the execution of the Agreement are not (timely) at BC's disposal, or otherwise not in accordance with the provisions of the Materials, BC shall, without prejudice to its other rights and remedies, be entitled to (i) deny the conclusion of a contract, (ii) suspend the execution of the Agreement, or (iii) to wholly or partially terminate the Agreement.

6.4 The Merchant guarantees that he is the owner of the Payout IBANs. If the Payout IBANs is not Merchant's bank account, BC will not be liable to Merchant for any amounts of Payment Transactions transferred to the incorrect Payout IBANs.

6.5 The Merchant shall prominently display the Acceptance Service logos on its premises or on its website/app to communicate to (potential) Payers the payment brands it accepts. BC shall provide the signage. The marks shall not be used in a way that implies endorsement, of any product, service or third-party standard for authentication. Further instructions as to the use of the logos can be found on https://brand.bancontact.com/. BC can make changes to these instructions. Such changes shall apply to Merchant from one month after the Merchant received notification of these changes by BC. The payment brands included in the Acceptance Service may not be discriminated against in relation to other acceptance brands and must be displayed in an equivalent manner and with the same relevance as the other acceptance brands or other payment methods, in terms of size, colour, position, etc.

6.6 The Merchant shall not surcharge Payers for accepting payments through the Acceptance Service. It shall not indicate that there is a minimum or maximum amount required to accept payment through the Acceptance Service other than those which the payment schemes may impose.

6.7 The Merchant shall clearly disclose any return, refund and cancellation policies that restrict the return of goods or cancellation of services, if any, before a payment transaction is initiated. For in-store transactions, the Merchant must inform the Payer of the conditions for the return, refund or cancellation of the transaction. For remote transactions, the Merchant must include:

• a link to its terms and conditions that explicitly states the return, refund, or cancellation policy; or

• a text within the checkout process that details the return, refund, or cancellation policy.

The consumer must acknowledge the policy by performing a conscious and unequivocal action, like clicking on a checkbox or similar.

6.8 The "Platform Administrator" or "Admin" has access to the Merchant Portal and can further grant specific access rights to the Merchant Portal, acting on behalf of the Merchant. These people access

the Merchant Portal under Merchant's responsibility. More information and instructions on how to use the Merchant Portal can be consulted https://www.bancontact.com/en/professional/merchant-portal-guide.

7   ACCEPTING PAYMENT TRANSACTIONS

7.1 Data for Payment Transactions

7.1.1 In order for the Payer to authorize the Payment Transaction, the Merchant will display a QR code (Quick Response code) which the Payer scans with an App, or will create a payment link automatically leading the Payer to his App, or will use another payment initiation technology provided by BC.

7.1.2 The Merchant is not allowed to use the QR codes supplied by BC in any other way than to provide Payers with the possibility of making payments for products and/or services via the Acceptance Services.

7.2 Pay-out of Payment Transactions

7.2.1 Only Payment Transactions approved by the Payer bank will be credited to the Merchant.

The Merchant consents that each successful Payment Transaction shall be credited by the Payer's bank on BC's bank account. The funds received on this bank account will be separated from BC's own funds. The Merchant can retrieve a reconciliation report via API, containing an overview of the individual Payment Transactions and Refunds initiated via the API during a given period of time. The reconciliation report can also be downloaded from the Merchant Portal.

7.2.2 BC will notify the Merchant of the (status of) Payment Transactions. This status will be provided through the API and/or Merchant Portal.

7.2.3 If BC provides to the Merchant the status "Succeeded" via the Merchant Portal or API, BC guarantees the settlement of that Payment Transaction. Settlement means that the gross amount of the Payment Transaction will be transferred to the Merchant's Payout IBAN through BC's account. The only exceptions to this guarantee are (i) BC is not authorized to proceed to the pay-out for regulatory reasons or (ii) the Merchant's bank blocks the payout. BC does not have any further obligations and/or responsibilities for the execution of a Payment Transaction.

7.2.4 If one of the Merchant's Payout IBANs has wrongly and/or unduly been credited, e.g. as a result of a technical or administrative error, the Merchant must immediately repay BC the respective amount.

7.3   In the event of a dispute

In the event of a dispute regarding the successful processing of a Payment Transaction or Refund, BC will accept liability only if the Merchant can produce as evidence a digitally signed confirmation message with status SUCCEEDED in accordance with the technical documentation in the Merchant Integration Guide. If the Merchant uses a QR code on a sticker or QR code with fixed amount and/or message, BC will accept liability if the Merchant provides evidence that the transaction has the status 'Succeeded' in the Merchant Portal.

7.4 Bulking

Unless if agreed otherwise, BC will collect the funds received in relation to successfully processed individual Payment Transactions on the Merchant's behalf and pay them out in bulk. BC will instruct its bank to transfer the total amount of all successfully collected Payment Transactions processed during

a period of 24 hours after the bulk closing time (defined by the Merchant) to the Merchant's bank account (Payout IBAN) on the following Working Day.

The grouping of individual Payment Transactions into a single Bulk payout is based on Bulk Instructions. The Bulk ID can be set at each individual Payment Transaction as a parameter, thereby altering the Bulk Instruction and enabling Merchants to control the composition of individual payout batches.

The Merchant can request BC to change the Payout IBAN(s) to which the payouts shall be credited. The Merchant can send such requests via the contact form on the Merchant Portal and on the Business website of BC.

With prior notice, BC can change the frequency of payouts and of the reconciliation reports.

7.5 Chargebacks and Representments

Chargebacks and Representments are not initiated by the Merchant but by either the Payer's bank (Chargeback) or by BC (Representment).

As soon as a Chargeback is received by BC from the Payer's bank, the Chargeback amount will be due by the Merchant to BC. BC reserves the right to subtract the total amount of Chargebacks processed during a Working Day from the total amount of succeeded Payment Transactions processed during that same day and only pay out the net amount to the Merchant. In case the total amount of Chargebacks exceeds the total amount of Payment Transactions for a given Working Day, resulting in a negative balance, no payout will be done, and the negative balance will be carried over to the next Working Day(s). In that case, payout will resume once the outstanding negative balance is compensated by the total amount of incoming Payment Transactions for that given Working Day. In the alternative, BC shall issue a request for payment for the amount of the Chargebacks. Thereafter, BC shall analyse the Chargeback case and consider whether the claim can be refuted with a Representment. BC may request additional evidence, which the Merchant shall submit as soon as possible and at the latest within 15 days.

As soon as BC initiates a Representment towards the Payer bank, the Representment amount will be due by BC to the Merchant. By default, the total amount of Representments processed during a given Working Day will be added to the total amount of succeeded Payment Transactions processed during that same Working Day and paid out in one payment (in case of positive balance) to the Merchant Payout IBAN.

8   DISPUTE MANAGEMENT

Even after a Payment Transaction has been successfully authorized by the Payer, approved by the Payer's bank and settled by BC towards the Merchant, it is still possible that this transaction is disputed by the Payer afterwards. Common reasons invoked by the Payer for disputing a fully processed

transaction are: goods or services not delivered, damaged or not as described, processing errors like incorrect amount or double debit.

The scheme rules and procedures around how disputes are managed between the Payer, the Payer's bank, BC and the Merchant, differ depending on the payment method used.

For Wero, all disputes may give rise to a chargeback, except for a situation where the Payer claims not to have authorized the transaction.

The Merchant shall effectively minimize the Chargeback risk by applying appropriate procedures for reviewing and accepting orders and submitting transactions.

For every Chargeback, a non-refundable Chargeback fee will be charged to the Merchant. For every Chargeback, the Chargeback amount may be deducted from the payout or charged separately.

As Chargebacks may arise after the date of the relevant transaction, up to a period as allowed under the EPI scheme rules, the Merchant acknowledges and agrees that, notwithstanding termination of the Agreement, BC shall remain entitled to recover Chargebacks and Chargeback fees from the Merchant in respect of all Chargebacks that occur in relation to transactions effected during the term of the Agreement.

9   OPTIONAL SERVICES

9.1 The following are optional services. To the extent the Merchant uses such services, or has indicated in the Agreement that it will use such services, the below terms will apply to each Product used.

9.2 Void Services

9.2.1 The Merchant can request the activation of the void functionality as part of the Acceptance Service. This service can be rendered to the Merchant on condition that the Merchant integrates the Void API into its systems and infrastructure in accordance with the relevant sections on the Developer Portal.

9.2.2 If such integration has been successful, BC will hold the funds of the relevant payments, which have been bulked, until:

   i.   the Merchant has provided BC the acknowledgement of that Payment Transaction through the relevant Void API in accordance with what is described on the Developer Portal;

   ii.   the Merchant has provided BC with the cancellation of that Payment Transaction through the relevant Void API in accordance with what is described on the Developer Portal; or

   iii.   a period of 168 hours has expired since the Payment Transaction has been created in BC's systems (void time-out period).

9.2.3 If BC receives such acknowledgement, the status of the Payment Transaction shall be Succeeded. If BC receives such cancellation, or the period as mentioned above in (iii) has expired, BC shall make all reasonable efforts to return the funds of such Payment Transaction to the relevant Payer and BC shall provide the Merchant with confirmation that the Payment Transaction has been voided.

9.3 Refund Service

9.3.1   If Payment Transactions are bulked in accordance with what is stated in the Clause 7.4 and the Merchant has implemented the Digital Signature(s) in accordance with what is described in

the Developer Portal, Merchant will be permitted to initiate refunds through a dedicated API. This service is offered to the Merchant on condition that the Merchant integrates the Refund API into its systems and infrastructure in accordance with the relevant sections on the Developer Portal.

9.3.2 A Merchant can decide, for whatever reason, to fully or partially reimburse a Payer for a previously executed Payment Transaction. Such a reimbursement shall be initiated by the Merchant towards BC by using the Refund API. By default, the total amount of Refunds processed during a Working Day shall be subtracted from the total amount of succeeded Payment Transactions processed during that same day and only the net amount shall be paid out to the Merchant. For this purpose, BC keeps a running balance per bulking period, of succeeded Payment Transactions and Refunds. Refund requests are declined if they would result into a negative balance for the current bulking period.

9.3.3 The use of this API to initiate Refunds is permitted for Payment Transactions: (i) which are bulked (ii) for which the status Succeeded has been provided; and (iii) that have been created no longer than one (1) year prior.

10 BC PROPERTY

10.1 The Merchant will use BC Property in accordance with the Materials or any instructions provided to the Merchant. BC Property is strictly personal and non-transferable, and the Merchant may not alter, copy or reproduce it. BC can make changes to BC Property at any time to improve the functioning of the Acceptance Service or for any other reason.

10.2 Upon receiving BC Property, the Merchant will take all appropriate measures for keeping the BC Property and its personalised security features and its password to access the Merchant Portal secure.

10.3 The Merchant must notify BC, immediately—by either contacting BC by phone, or, if the Merchant is unable to do so, by email; the contact details can be found in the agreement for Acceptance Services or on BC's websites—if Merchant has knowledge of:

i) the loss, theft, unlawful or unauthorized use of BC Property, means of access to BC Property or one of the other personalized security features; or

ii) a virus, spyware, unauthorized access to BC Property, a technical incident or any error that could jeopardize the security of Bancontact or Wero, BC Property, means of access to BC Property or one of the other personalized security features.

10.4 As soon as possible after this notification, the Merchant must send BC an email confirmation thereof referencing the date, time and all other relevant information, if the Merchant has not yet done so.

10.5 Upon receiving such notification, BC can take appropriate measures to prevent (further) abuse of the BC Property by, inter alia, blocking access to the BC website, the Development Portal, the Merchant Portal and/or the API's.

10.6 The Merchant guarantees, and is responsible for ensuring, that any person who has access on the Merchant's behalf to BC Property observes and complies with this Clause 10 and all other obligations laid down in the Materials.

10.7 If requested to do so, the Merchant will immediately destroy or return to BC the BC Property, the personalised security features, and the instruments for using or gaining access to BC (to the

extent these can be returned).

11 SYSTEM REQUIREMENTS AND SECURITY

11.1 The Merchant will comply with and follow instructions and requirements for the implementation, access and use of BC Property as determined by BC. Additionally, the Merchant will maintain relevant and sufficient safeguards to protect the security and stability of the connection with BC Property and BC's infrastructure.

11.2 BC is not liable for any loss and/or damage to the Merchant as the result of i) incorrect functioning of the Merchant's equipment or software, ii) failure to follow BC's instructions, or iii) failure to satisfy the conditions for the implementation of, access to and use of BC Property. If the Merchant engages a third party for implementing the BC Property, the Merchant remains fully liable and responsible to BC for any actions of such third party.

11.3 BC, or a third party designated by BC is authorised to inspect the Merchant's equipment used for accepting Payment Transactions as well as the Merchant's compliance with the security requirements.

11.4 In case of a major security incident or data breach, the Merchant shall fully cooperate with law enforcement authorities, with the Bancontact Acquirer, with EPI or with BC, if requested.

12 SUSPENSIONS OF SERVICE

12.1 Refusal and suspension of Payment Transactions

12.1.1 BC can i) refuse to initiate a Payment Transaction entirely or in part, ii) suspend initiation of a Payment Transaction entirely or in part, if:

- there are reasonable doubts about the validity of the Payment Transaction or the identity or authority of the person giving the Payment Order; the Payment order is incorrect or incomplete;
- the Payment Transaction is in breach of applicable legislation, or regulations;
- the Payment Transaction exceeds a monetary limit applicable to the Payer, and/or is in breach of Clause 6.2;
- there is a reasonable suspicion of unlawful or fraudulent use of the Acceptance Service – by the Merchant or by its customers – or of irregularities in relation to the security thereof;
- Chargeback volumes for the Merchant's transactions exceed or are likely to exceed the levels which BC considers acceptable;
- Fraud levels for the Merchant's transactions exceed or are likely to exceed the levels which BC considers acceptable;
- The Merchant is in breach of its obligations under the Agreement;
- the Acquirer, EPI or a competent authority require BC to do so; or
- another urgent or justified reason so requires.

12.1.2 BC cannot refuse or suspend a Payment Transaction after it has indicated such has "Succeeded" unless as exposed in art. 7.2.3.

BCBC12.1.3 Unless prohibited by laws or regulations, BC will notify the Merchant of its refusal to perform a Payment Transaction and, if reasonable, of the reasons for the refusal and the procedure for correcting any factual errors which resulted in the refusal.

<u>12.2 Blocking</u>

12.2.1 BC is authorized to block the Merchant Portal, the API Keys, the payment function integrated in the Merchant's shop and/or the Acceptance Service for reasons connected with i) the security thereof, ii) suspicion of incorrect, unauthorized or fraudulent access thereto or use thereof, iii) excessive volumes of Chargebacks or iv) if it is instructed to do so by a government entity. Blocking of a service will only occur if such blocking is absolutely necessary taking into account the problem encountered and only to an extent that is proportionate to the problem encountered.

12.2.2 BC can additionally block or suspend the Merchant's use of the Acceptance Service in case of non-payment of the invoices by the Merchant, insofar as the payment term has expired and BC has notified the Merchant thereof.

12.2.3 In the event of blocking, BC will notify the Merchant, if possible, in advance, of the blocking and the reasons for it, unless such notification would conflict with objectively justified security considerations or is restricted or prohibited by applicable laws or regulations. BC will stop blocking as soon as there is no longer any reason for it.

13 LIABILITY & INDEMNITY

13.1 Each party shall be liable for any and all damages suffered by the other party caused by a failure to perform any of its obligations under this Agreement.

13.2 The total aggregate liability of either party for any claims arising in connection with this Agreement will not exceed an amount equal to the total amount of all fees paid under the Agreement in the 12 months period immediately preceding the date of the event giving rise to the claim.

13.3 Neither party is liable for any indirect or consequential damage or loss. Indirect and consequential damages or loss consists of, but is not limited to, lost profit, reputational damage? the costs of purchasing an equivalent services or product and loss of business activities, commercial opportunities, goodwill, expected savings, customers and contracts, regardless of whether the loss or damage was foreseeable.

13.4 BC is not liable if any loss or damages, incurred by the Merchant or by a third party, as the result of the Merchant's failure to comply with its obligations under the Agreement.

13.5 This clause 13 shall not restrict a party's liability for damages or loss caused by its wilful misconduct or gross negligence.

13.6 The Merchant indemnifies BC for direct damage and costs (including legal costs) that are suffered or incurred by BC or which arise from or are related to, amongst others:

-    BC becoming involved in a dispute, court case, out-of-court proceedings or out-of-court (recourse) proceedings between the Merchant and a third party;
-    the collection of amounts that the Merchant owes BC related to the Merchant's use of the Acceptance Service, insofar as the agreed payment term has expired and BC has notified the Merchant thereof;

- a third party engaged and/or contracted by the Merchant for implementing the BC Property and/or the Acceptance Service;
- Merchant's failure to comply with the Materials; and/or
- a fraud committed or supported by the Merchant.

14 WARRANTIES

14.1 BC only warrants that at the time the Agreement is concluded, the Acceptance Service is free from any virus, time bomb, Trojan horse, worm, drop dead device, or other software code or routine designed to damage the software, provided that the foregoing shall not apply if the same could not have been detected by BC. BC does not provide a guarantee or warranty that the Acceptance Service, the App or the BC Property will be available at all times, free of interruption or complete, nor that it will be free of errors or faults.

14.2 The Merchant Portal or BC websites may contain links to websites operated by third parties, or these websites may contain links to the Merchant Portal or BC websites. BC is not liable for the operation, use or content of these third-party websites.

15 FORCE MAJEURE

BC is not liable vis-à-vis the Merchant for the failure to comply with any obligation under the Materials if this failure is the result of something that is beyond BC's control, including but not limited to, natural disasters, war or terrorist acts, industrial disputes, strikes, the dropout or non-functioning of transfer or communication facilities of clearing or settlement organisations, power outages, legislation and regulations from national, foreign and international administrative, civil or judicial authorities.

In such cases, BC will take the actions and measures that are reasonably necessary to limit the negative consequences to the Merchant.

16 TERM AND TERMINATION

16.1 This Agreement is concluded for an indefinite term.

16.2 Each Party can terminate the Agreement in writing at any time by sending the other Parties a written notification (by signed letter or by email; if the Merchant sends a termination notice by email it must send it from an email address which it had communicated to BC earlier), observing a one (1) month notice period. All amounts the Merchant owes to BC under the Materials are immediately due and payable in the event of termination.

16.3 Notwithstanding the foregoing, BC is authorised to terminate the Agreement with immediate effect, to terminate the Merchant's access to the Acceptance Service and/or to suspend the provision of BC's services to the Merchant at any time and with immediate effect without compensation for such suspension or termination, in the following cases:
- if it is unlawful for BC to provide the service to the Merchant;
- if BC reasonably suspects that the Merchant is using or has used the Acceptance Service for activities or purposes which i) are in violation of legislation or regulations, ii) could damage BC's reputation or iii) undermine the integrity of the financial system;
- if BC receives suspension or termination instructions from a supervisory authority or government agency, from the Bancontact Acquirer or from EPI;

- if the Merchant no longer uses the Acceptance Service for the purposes of the Merchant's business and has not received a Payment Transaction for at least six (6) months;

- in the event of (an application for) the Merchant's bankruptcy, insolvency, a moratorium, suspension of payment, dissolution or liquidation or any other similar procedure;

- if the Merchant uses an API for anything other than its intended use under the Materials;

- if the number of Payment Transaction reversals and/or refunds or Chargebacks varies abnormally from the average (having regard to the Merchant's respective business sector);

- if BC receives an unusual amount of pre-disputes or other complaints from Payers about the Merchant;

- if the Merchant fails to comply with its material obligations under these Terms and Conditions, and in any case, if the Merchant breaches its obligations under the following Clauses 6, 11, 19, 20 and 22 or commits fraud (or when this alleged by a supervisory authority or government agency);

- if a (prejudgment) attachment is levied, or recourse is sought otherwise on the Merchant's claims on BC;

- if there is another material reason of such nature that BC can no longer reasonably be required to continue the Agreement, insofar a one-month notice period is taken into account.

17 TRANSFERABILITY

17.1 BC may transfer or assign this Agreement or (part of) its rights and/or obligations pursuant to this Agreement to any third party. The Merchant herewith consents in advance to any such assignment and agrees to cooperate where required thereto.

17.3 Without BC's prior written permission, (i) the Merchant's rights and obligations under the Materials cannot be transferred and (ii) the Merchant's claims against BC cannot be transferred or encumbered with a pledge, privilege or any other security right. Such permission shall not unreasonably be withheld but shall at least be dependent on BC performing the required customer due diligence procedures on the party which is the recipient of the transfer.

18 COMMUNICATION

18.1 Any notifications in the context of the Agreement may be made electronically, to those addresses and contacts which are described in the Agreement (Company and CDD information).

18.2 BC will provide the Merchant with instructions and any other information regarding the services, in electronic form only. At the request of the Merchant, BC shall make available a paper copy of the Agreement to the Merchant.

18.3 When the Merchant contacts BC, it may be required to provide identification in accordance with the method or document that BC has adopted. BC may carry out additional checks. The Merchant can be expected to answer questions to confirm its identity. The Merchant can reach BC by phone between

9am and 6pm from Monday to Friday. BC communicates in English, French or Dutch. BC's contact details are mentioned in the Agreement and on the BC website.

18.4 If the Merchant received the Agreement via a Partner (and the contact details of such Partner are provided therein), the Merchant can also comply with its information and notification obligations under the Agreement by informing or notifying such Partner instead of BC.

19 DATA PROTECTION

19.1 BC and the Merchant undertake to comply, as separate controllers, with its respective obligations under the applicable Data Protection Laws, including the Regulation (EU) 2016/679 (more commonly known as the General Data Protection Regulation or "GDPR") and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. They shall cooperate reasonably and in good faith to assist each other in fulfilling their respective obligations under the GDPR, including (but not limited to):

a. **Responding to Data Subject Requests:** Promptly informing the other party of any request received from a data subject relating to personal data shared under this agreement, where appropriate, and providing reasonable assistance in responding to such requests (e.g., requests for access, rectification, erasure, restriction, or data portability).

b. **Data Breach Notification:** Informing the other party without undue delay upon becoming aware of a personal data breach that may impact the other party's data subjects, and providing reasonable cooperation and information to support any necessary breach notifications or remedial actions.

c. **Regulatory Cooperation:** Assisting one another, to the extent reasonably possible, in connection with any inquiries, audits, or investigations by supervisory authorities related to the personal data shared or jointly impacted under this agreement.

d. **Security Measures:** Coordinating, where appropriate, on implementing appropriate technical and organisational measures to ensure a level of security appropriate to the risk associated with the processing of shared personal data.

This clause does not create any joint controllership unless explicitly agreed otherwise in writing.

19.2 The Merchant explicitly consents to BC using the personal data solely and necessary for the purposes of providing the Merchant with the payment services, in accordance with article 94(2) of the second Payment Services Directive as implemented in applicable legislation.

19.3 The Merchant has received BC's privacy statement, the most recent version can always be consulted on the BC website.

19.4. Access and sharing of data under the EU Data Act
As a business user, and in compliance with Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data (the "EU Data Act"), the Merchant has the right to access the data, including non-personal data, that is generated through its use of the Acceptance service. This includes data derived from devices, applications, or digital interfaces connected to BC's service infrastructure. Upon Merchant's request, BC will provide such data in a structured, commonly used, and machine-readable format.
Merchant may also instruct BC to share this data with a third party of its choice, subject to applicable legal, technical, contractual, and security requirements or limitations. BC will ensure that any such transmission is performed securely and in accordance with its confidentiality obligations. Requests for data access or onward sharing must be made in writing and may be subject to verification of the

Merchant's identity and/or authorisation. The Merchant may address its request to BC's support services, through dpo@bancontact.com. Please note that where the data includes personal data, its processing and sharing will remain governed by the GDPR and relevant national data protection legislation, and may require additional verification or justification.

20 CONFIDENTIALITY

20.1 Confidential Information means any and all proprietary information and data of one party (the disclosing party) disclosed to the other party (the receiving party) in connection with this Agreement, and which is (i) designated as confidential or proprietary, or (ii) should be reasonably understood to be confidential at the time of such disclosure regardless of whether or not it is expressly designated as confidential. Confidential Information includes the terms of the Agreement but excludes that information necessary for BC to perform a Payment Transaction. The receiving party shall transmit Confidential Information only to those of its affiliates, agents, representatives, advisors, accountants/auditors and employees who need to know such Confidential Information for the performance of this agreement, who are informed of the confidential nature of the Confidential Information and who agree to treat such Confidential Information as confidential.

20.2 The receiving party agrees that together with its affiliates, agents, representatives, advisors, accountants/auditors and employees it shall:

  a) keep any Confidential Information provided by the disclosing party pursuant to the Agreement confidential, and

  b) not disclose or use any Confidential Information of the disclosing party in any manner whatsoever, in whole or in part, for any purpose at any time other than for the purpose provided hereunder.

20.3 This clause shall not apply to any information:

  (ii) which is or becomes generally available to the public other than as a result of a disclosure by the receiving party in breach of the Agreement;

  (iii) which was within the receiving party's possession prior to the disclosure to it by or on behalf of the disclosing party;

  (iv) which becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party not under obligation to keep such information confidential;

  (v) which is developed independently by the receiving party; or

  (vi) of which the other party has expressly confirmed in writing that the information is non- confidential.

20.4 In the event that a receiving party becomes legally compelled to disclose any Confidential Information provided pursuant to the Agreement, such receiving party shall – to the extent legally allowed or practicably possible – provide the disclosing party with prompt written notice so that such disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with

these confidentiality provisions. The receiving party shall only disclose the legally required minimum part of the Confidential Information.

20.5 The parties shall observe the same duty of care and safeguards with regard to Confidential Information received by them as they observe in relation to their own confidential information.

20.6 Any Confidential Information provided hereunder shall remain the exclusive property of the disclosing party. Promptly after the expiration or termination of the Agreement for any reason, the receiving party shall deliver to the disclosing party all originals and copies of any material in any form containing or representing the Confidential Information in its possession or shall destroy the same at the request of the disclosing party relative to such Confidential Information, as far as reasonable and practically possible and provided that it may retain any such information to comply with applicable law or internal policy.

20.7 The obligations of the parties under this Clause 20 apply during the term of the Agreement and remain applicable for an extra term of five years as of its termination.

21 INTELLECTUAL PROPERTY RIGHTS

21.1 The Merchant is granted a strictly personal, non-exclusive and non-transferable licence to install and use the software on its system and to use the Merchant Portal and the Acceptance Service, for the purpose of the provision of the Acceptance Service and in accordance with the agreement. No intellectual property rights are assigned to the Merchant. This licence expires when the agreement ends.

21.2 BC —and/or the party who has granted BC the right of use— retain all rights, including property rights, copyrights and intellectual property rights, to all BC Property, as well as all rights to all information, recommendations and (other) services performed.

21.3 The trade names, trademarks and logos of Wero, and Bancontact are property of BC or the property of BC's licensors. Merchant is granted a personal, non-exclusive right to use BC's name, trademark and logo which relate to the Acceptance Service, but exclusively for the purpose of providing the Acceptance Service and for the term of this Agreement.. This right does not include the right to grant any sub-licence to any other party. The Merchant shall abide by the instructions laid down in the style guide published on BC website, and acknowledges that these are subject to change. When BC requests the Merchant to cease to use these brands, Merchant must fulfill this requirement within 15 Working Days.

21.4 For the term of this Agreement, BC is authorised to use, on a non-exclusive basis, without acquiring any ownership right, the Merchant's name, trademark and logo for the purposes of indicating that the Merchant uses the Acceptance Service, for directing Payers to its points of sale, for loyalty programs and for BC's marketing materials. Such use shall be in accordance with any instructions of the Merchant, insofar such instructions have been clearly communicated to BC and reasonable time has been given to BC to be able to implement such instructions.

21.5 Upon termination of the Agreement, the Merchant must immediately cease all use of the trademark, logo and name of the Acceptance Service and shall remove the Acceptance Service (including

the trademark, logo and name) from its online shop, sales point(s), website or communications within 15 Working Days.

21.6 The Merchant is not permitted to alter, copy, sell or grant a licence to (the content of) BC Property, in order to produce derived works therefrom or to use these in order to create any link, hypertext or deep link from or to any of BC's websites.

21.7 Subject to the limitations in herein, BC will defend the Merchant and the Merchant's employees, officers, and directors against any third-party claim alleging that the Acceptance Service infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

21.8 BC will not have obligations or liability arising from infringement resulting from the integration of the Acceptance Service with Merchant, insofar such integration has been performed by or on behalf of the Merchant. In addition, BC will have no obligations or liability arising from use of the Acceptance Service or any Product after BC has notified the Merchant to discontinue such use. The remedies provided herein are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by BC.

21.9 For any claim covered by this clause 21 BC will, at its election, either: (i) procure the rights to use that portion of the Acceptance Service alleged to be infringing; (ii) replace the alleged infringing portion of the Acceptance Service with a non-infringing alternative; (iii) modify the alleged infringing portion of the Acceptance Service to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Acceptance Service or this Agreement.

21.10 The obligations under this clause 21 will apply only if the Merchant: (a) gives BC prompt written notice of the claim; (b) permits BC to control the defence and settlement of the claim; and (c) reasonably cooperates with BC in the defence and settlement of the claim. In no event will the Merchant agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of BC.

21.11 The Merchant shall not

- use any device, software, routine, file, or other tool or technology, including but not limited to any viruses, Trojan horses or cancelbots, intended to damage or interfere with BC Property or to surreptitiously intercept or expropriate any data from the Merchant Portal or the Development Portal;
- access or attempt to access non-public BC systems, programs, data, or services; - work around any of the technical limitations of BC Property or enable a disabled or prohibited functionality;
- perform or attempt to perform any actions that would interfere with the normal operation of the BC Property or affect BC's other users' use thereof; or impose an unreasonable or disproportionately large load on the Merchant Portal; or
- use the data accessible via the Merchant Portal for any other purpose than to administer the merchant relationship.

22 INFORMATION AND AUDIT

The Merchant commits to maintain an auditable copy of all records relating to the Payment Transactions and the ordering and delivery of the Merchant's products or services for a period of ten (10) years subsequent to the date on which the transaction was processed by BC. The copy of the records shall include, but not be limited to: shipping details, invoices for the delivered products or services and all contacts with the Payer.

On BC's first request, the Merchant shall provide any information to assess its compliance with contractual obligations, its financial status, solvability and liquidity, and such other information BC may

reasonably require such as current actual or expected dates of the Merchant's deliveries, estimated average time between authentication of a transaction and related delivery dates, ...

BC is entitled to conduct an audit at any time to audit the Merchant's compliance with any of its contractual obligations. The Merchant acknowledges that Acquirers, payment schemes or supervisory/regulatory or law enforcement authorities may also have audit rights. The Merchant shall fully cooperate to any such audit, for example by granting access to premises, facilitating interviews with members of staff, and supplying any records or information BC may reasonably require. It will obtain the same from its suppliers or service providers. BC and the Merchant shall each bear its own costs of such audit. If however the audit reveals non-compliance by the Merchant, the Merchant shall bear the full cost of the audit.

23 APPLICABLE LAW, LITIGATION

23.1 The Agreement is subject to Belgian law.

23.2 The Brussels courts have exclusive jurisdiction.

24 MISCELLANEOUS

24.1 In the event that the Merchant electronically signs the Agreement he i) agrees that this electronic signature complies with the legislative requirements regarding its attributability and integrity, and ii) agrees that an electronic signature has legal effect and constitutes valid and sufficient evidence that the Merchant agrees to be bound by the Agreement.

24.2 BC is not obligated to keep records for a longer period than the retention period required by law.

24.3 BC has the right at all times to set off all of BC's claims against the Merchant, regardless of whether these are due or payable, with claims Merchant has on BC, regardless of whether these are due or not and regardless of the currency in which these claims are denominated.

24.4 If at any point any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect pursuant to legislation or regulations or in any jurisdiction, this will in no way affect or damage the lawfulness, validity or enforceability of the other provisions. Notwithstanding this, in such event BC will adopt one or more new provisions that implement the intention of the original provision(s) as much as possible.

24.5 When the Agreement states something must be 'written' or 'in writing', this includes e-mail or other electronic messages, provided that the integrity and authenticity of the electronic message can be verified to a reasonable level of certainty.

24.6 Each of the Parties BC and the Merchant represents and warrants that (i) it has full power and authority to execute this Agreement and to perform all their obligations under this Agreement, (ii) it complies with all applicable laws and regulations, and (iii) it is an independent contractor for all purposes and will be responsible and liable for its own taxes, social contributions and all other tax-related matters.

23.7 No failure or delay of a party to exercise any right or remedy under the agreement shall be considered as a waiver of such right or remedy, or any other right or remedy under this agreement. No waiver shall be effective unless it is given in writing and signed by the party that gives the waiver.

25. EVOLUTION OF THE TERMS OF THE AGREEMENT

BC can change any provision of the Agreement, including the present General Terms and Conditions, at any time. BC, or its Partners if applicable, will notify the Merchant of such changes no later than one month prior to the date on which these changes enter into force. The Merchant will be deemed to have accepted the changes unless it notifies BC, before the date of their proposed entry into force that it does not accept them. In such case, the Agreement will end on the day the changes enter into force, at which time all claims that BC has on the Merchant become immediately due and payable.

The one-month termination notice is not required where the change is imposed by mandatory law or for technical changes which do not affect the essential obligations of the parties.