

GENERAL CONDITIONS GOVERNING THE INGENICO SERVICE ("General Conditions")

By reason of its subscription to the Ingenico Service, the Merchant agrees that the General Conditions shall govern its contractual relationship with Ingenico ECS to the exclusion of any other terms and conditions, including without limitation those of the Merchant.

Except for the modification of the General Conditions governed by article 13.9 below, no modification, variation or addition to the Merchant Contract shall be valid unless it is made up in writing and signed by a representative of each of the parties. Such modification, variation or addition shall only be applicable to the Merchant Contract for which it has been agreed.

The Merchant acknowledges that it is entering into the Merchant Contract as a professional and not as a consumer.

In the General Conditions, as well as in the Merchant Contract, the following terms are defined as follows, when they begin with a capital letter:

Affiliates:

- in respect of the Merchant: any entity that Controls, is Controlled by, or is under common Control with the Merchant and
- in respect of Ingenico ECS: any member of the Worldline Group.

Confidential Information:

Shall have the meaning as defined in article 12.1 of the General Conditions

Control:

The fact that the party, directly or indirectly, has the power to direct or cause the direction of the management of another entity through the ownership of voting securities, by contract or otherwise.

Data Subject:

The individual who's Personal Data are being Processed .

Documentation:

any document that Ingenico ECS puts at the disposal of the Merchant.

Extended Period:

Shall have the meaning as defined in article 11.2 of the General Conditions.

Financial Institutions:

Every financial institution available on the Ingenico Platform and selected by the Merchant and with which the Merchant has concluded a contract in order to receive its payments. Financial Institutions are commonly referred to as "Acquirers".

Ingenico Account:

The account of the Merchant, identified by a PSPID, and configured by the Merchant. In a secured area that is accessible via the Ingenico Site, the Merchant can access and configure its Ingenico Account with its personal login and password, and the Merchant can consult, review and manage the status of its Transactions, configure and view its profile and the settings of its Ingenico Account. A Merchant can have several Ingenico Accounts.

Ingenico e-Commerce Solutions SRL:

A limited liability company incorporated under Belgian law with company number 0459.360.623 and having its registered address at Da Vincilaan 3, 1930 Zaventem. In the event that the registered address changes, then such change shall be indicated on the Ingenico Site. The Ingenico Site shall always indicate the most recent registered address.

Ingenico ECS:

The member of the Worldline Group selling the Ingenico Service. It has received the necessary licenses to sell the Ingenico Service from Ingenico e-Commerce Solutions SRL.

Ingenico Platform:

The payment processing platform which enables the provision of the Ingenico Service.

Ingenico Service:

The services, as defined in article 1 of the General Conditions. These services are provided by Ingenico e-Commerce Solutions SRL.

Ingenico Site:

The site accessible at the Internet address <https://www.ingenico.com> or any other address permitting access to the Ingenico Account.

Initial Term:

Shall have the meaning as defined in article 11.2 of the General Conditions.

Intellectual Property Rights:

All registered or unregistered legal and beneficial intellectual and industrial property rights owned by a member of the Worldline Group (whether existing, future or contingent, including, without limitation, copyrights and related rights, database rights, patents, trademarks, service marks and trade names, domain names and other Internet keywords and rights in confidential information) throughout the world no matter what such rights may be known as in any particular country in the world.

Merchant:

Any natural or legal person contracting with Ingenico ECS for the supply of the Ingenico Service.

Merchant Contract:

Any contractual document, including its annexes (such as but not limited to the General Conditions), entered into by Ingenico ECS and the Merchant in relation to use of the Ingenico Service. The Merchant Contract may also be named Framework Merchant Contract.

Merchant Users:

Any natural person selected by the Merchant upon its sole discretion to access the Ingenico Account upon the Merchant's behalf.

Payment Page:

means: a secured webpage, on which the customer of the Merchant is redirected from the Merchant's shopping site and on which the payment details are entered. A Payment Page can be hosted by the Merchant or it can be hosted by Ingenico ECS.

Personal Data:

Has the meaning as described in the GDPR Regulation and that is Processed in the framework of the implementation of the Merchant Contract.

Personal Data Breach:

Has the meaning as described in the GDPR Regulation and which occurs in the framework of the implementation of the Merchant Contract.

GDPR Regulation:

The General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data), as amended or replaced from time to time and complementary legislation, and as long as the General Data Protection Regulation does not apply, Directive 95/46/EC of 24 October 1995 ("Directive 95/46") and its local implementation. GDPR Regulation also refers to any ancillary local data protection provisions, provided they are compliant with the General Data Protection Regulation and, as long as it is applicable, Directive 95/46. In countries where the General Data Protection Regulation and Directive 95/46 do not apply, GDPR Regulation also refers to the local data protection law. This may lead to a situation where such local data protection law applies solely or concurrently with the General Data Protection Regulation/Directive 95/46, depending on the situation. And "Data Controller" and "Data Processor" shall have the same meanings as in the GDPR Regulation and "Processed" and "Process" shall be construed in accordance with the definition of "Processing".

PSPID:

A PSPID is the unique, non-modifiable name of an Ingenico Account chosen by the Merchant while subscribing to the Ingenico Service. The PSPID is used by Ingenico ECS to identify the Merchant. A PSPID has between 5 and 15 characters.

Software:

The software used to provide the Ingenico Service.

Solution Provider:

A Third Party, connecting the Merchant sales application with the Ingenico Platform on behalf of the Merchant.

Third Party:

Any person other than Ingenico ECS, its employees, a member of the Worldline Group and employees thereof, the Merchant and the Merchant Users.

Transaction:

A query to a Financial Institution, independent of the actual content of the Financial Institution's response that can be positive or negative.

USERID:

A unique identifier used together with a password as a credential to log into the Ingenico Account.

In principle the PSPID and USERID are the same. However several USERIDs may be used and linked to a same PSPID, or a single USERID may give access to several PSPIDs.

Worldline Group: Worldline S.A. with registered address at River Oues, 80 Quai Voltaire, 95870 Bezons, France, and/or any entity that is directly or indirectly Controlled by Worldline S.A., Worldline S.A. or this entity may also be designated as

"member of the Worldline Group". In the event that the registered address changes, then such change shall be indicated on the Ingenico Site. The Ingenico Site shall always indicate the most recent registered address.

Where appropriate, a reference in the General Conditions to a person includes a natural person, a legal person, partnerships and other unincorporated bodies of persons.

Article 1 Object

1.1. The following services are sold by Ingenico ECS (the "Ingenico Service")

- Payment processing service which enables the Merchant to send, receive and manage the payment data that are hosted on the Ingenico Platform and which enables that such data are being sent to and answers are received from the Financial Institution(s) or any other Third Party selected by the Merchant for the purpose of payments processing, to the extent the selected Financial Institution and/or the other Third Party are available on the Ingenico Platform;
- Hosting of the Ingenico Site and the Ingenico Account and of the data processed by Ingenico ECS as part of the payment processing or any ancillary service;
- Any service ancillary to the payment processing service as sold by Ingenico ECS from time to time and which the Merchant elected to receive.

1.2 When providing the Ingenico Service, Ingenico e-Commerce Solutions SRL only acts as a technical intermediary between the Merchant, the Merchant's clients and the Financial Institutions and/or Third Parties. The payments, however, shall be made by the Financial Institutions directly to the Merchants without Ingenico e-Commerce Solutions SRL being able to interfere. The modalities of these payments are described in the membership contracts entered into directly between the Merchants and the Financial Institutions.

The Ingenico Service is sold by Ingenico ECS but is provided by Ingenico e-Commerce Solutions SRL as the sub-contractor of Ingenico ECS. Therefore from a contractual perspective Ingenico ECS is the only contracting party with the Merchant and Ingenico ECS will be responsible under the Merchant Contract for the provision of the Ingenico Service, irrespective whether Ingenico ECS or Ingenico e-Commerce Solutions SRL is referred to in the General Conditions.

1.3 The Ingenico Service is offered in a SaaS (Software as a Service) based mode and is provided from the Ingenico Platform as a shared service to the Merchant and numerous other customers at the same time.

1.4 The Ingenico Service has only for purpose and only includes the services described in article 1.1, to the exclusion of any other commercial or functional aspect linked to the Merchant sales process, such as the creation and hosting of a product catalogue, the delivery of goods or services or the financial management of Transactions.

Article 2 Creation and management of the Ingenico Account

2.1 Prior to the creation of its Ingenico Account, the Merchant shall create a test account on the test environment of the Ingenico Platform and then thoroughly and freely test all functionalities of its Ingenico Account. The Merchant does this under its sole responsibility. No fees are charged by Ingenico ECS for test accounts.

When it deems the moment appropriate, the Merchant then initiates under its sole responsibility the activation of its Ingenico Account in the production environment on the Ingenico Platform. At this point the Ingenico Account becomes payable.

Prior to each new release of the Ingenico Platform, the Merchant shall also thoroughly test and experiment such new release.

2.2 The Merchant acknowledges that it has freely selected the navigation software to access the Ingenico Site and accepts that Ingenico ECS shall have no liability in respect thereof for any reason whatsoever.

2.3 In the event that the Merchant is using a Solution Provider or has been introduced to Ingenico ECS by a Third Party, the Merchant accepts that such Solution Provider or such Third Party may be granted access to its Ingenico Account. In addition thereto the Merchant allows Ingenico ECS to share all information that is needed or relevant with such Solution Provider or Third Party.

Article 3 Access to the Ingenico Account

The Ingenico Account is accessible via the login option as specified on the Ingenico Site. The address of the Ingenico Site as well as all the other addresses included in the General Conditions, are given for information purposes only and are subject to change. In such event the Merchant shall be advised of such change with a prior notice of at least fifteen (15) calendar days.

Article 4 Connection to the Ingenico Platform

In order to receive the Ingenico Service, a connection with the Ingenico Platform is needed. For this connection, the Merchant or its Solutions Provider, as the case may be, shall refer to the Documentation. This connection is done under the Merchant's sole responsibility.

Article 5 Security and control of Transactions

5.1 The Merchant acknowledges the importance of respecting security measures. In the Documentation a general overview of security guidelines and recommendations is provided. This overview is not exhaustive and subject to modifications.

The Merchant must at all times implement adequate security measures. These include, without being limited thereto, the following measures:

- install security patches and activate security configurations on all machines that are connected with the Ingenico Platform;
- never store cardholder data or visual cryptograms (CVC/CVV), on any type of support, unless the Merchant has the appropriate PCI DSS certification allowing it to do so;
- protect all passwords and change them regularly, in particular, the Merchant Users' passwords to access the Ingenico Account(s);
- protect access to all its servers and applications, as well as to its technical infrastructure in general, particularly, by means of a firewall, intrusion prevention systems and anti-virus;
- implement an internal security policy.

5.2 The payment processing service, as referred to in article 1.1, includes several automatic or manual tools allowing the Merchant to control the consistency between payments processed by Ingenico ECS and its own sales system. Such tools enable, in particular:

- the on-line consultation of Transactions in the Ingenico Account;
- to ascertain the integrity of the payment data through the configuration of security parameters using industry standard cryptography systems;
- the provision of information to the Merchant about the payments that are being processed.

5.3 The Merchant explicitly undertakes to set up and apply adequate control measures to verify in a timely manner the good execution of the payments and the processing thereof.

5.4 The Merchant is also informed that the Ingenico Service offers fraud detection solutions aiming at restricting the risk of fraud and/or the negative effects thereof on the activity of the Merchant and of the Financial Institutions.

5.5 Ingenico ECS reserves the right to partially or totally suspend the provision of the Ingenico Service to the Merchant or the use of the Ingenico Account by the Merchant (types of allowed operations, maximum number of Transactions per period, etc), if in the opinion of Ingenico ECS the control and/or security measures that are implemented by the Merchant are insufficient or in case an unusual use of the Ingenico Service is observed.

5.6 The Merchant shall be exclusively responsible for any damage resulting from any breach of its obligations under this article 5. The implementation of insufficient security measures and/or procedures of control can be detrimental not only for the Merchant, but also for the other users of the Ingenico Service, as well as for the Financial Institutions.

5.7 The Ingenico Service is provided in a PCI DSS certified way. The PCI DSS certification (or any other equivalent certification issued by the Financial Institutions, regardless of its future name) shall be maintained during the term of the Merchant Contract and its renewals. Subject to the provisions (i) and (iii) of Article 9.1, Ingenico ECS is responsible for the security of the cardholder data that it possesses or otherwise stores, processes or transmits in the name and for the account of the Merchant. The nature of the Ingenico Service, being a software as a service (SaaS), implies that Ingenico ECS cannot impact the security of the Merchant's own cardholder data environment.

Article 6 Intellectual Property Rights

6.1 The Intellectual Property Rights are, and shall at all times remain, the exclusive property of the respective member of the Worldline Group. Ingenico ECS ensures that it has the necessary rights to sell the Ingenico Service under the Merchant Contract.

6.2 The Merchant acknowledges that the Documentation is and shall remain at all times the exclusive property of the relevant member of the Worldline Group. This Documentation is protected by copyright and can only be used strictly in relation to use of the Ingenico Service. The transmission, disclosure or copying of this Documentation, in whole or in part, as well as the use or disclosure of its content, in whole or in part, or use the Documentation for purposes other than the ones indicated in the Merchant Contract, without the explicit written consent of Ingenico ECS is strictly prohibited.

Article 7 License on Intellectual Property Rights

7.1 Ingenico ECS grants the Merchant during the term of the Merchant Contract a non-exclusive, non-transferable and worldwide license to use the Ingenico Service (including the Software) and the Ingenico Account. The license to use the Ingenico Account includes the right to create and configure the Ingenico Account and to manage the payment processing transactions.

Ingenico ECS reserves the right to change or amend the Ingenico Service (including the Software) at any time and to change the functionalities and characteristics thereof.

7.2 The license set out in article 7.1 is personal to the Merchant (including the Merchant Users) and cannot be assigned or sub-licensed without the prior written consent of Ingenico ECS. The license does not transfer any property whatsoever. The license provides no right to any source code or any decompiled software, except for the prerogatives conferred under applicable legislation relating to the legal protection of computer programmes.

7.3 The Merchant shall not or shall not attempt to:

- reverse engineer, copy or adapt the Software in whole or in part;
- assign, sell, transfer, lease, rent, deal in or encumber the Software or the Ingenico Service, make it available to any Third Party or use the Software or the Ingenico Service on behalf of any Third Party unless it is expressly allowed to do so under the Merchant Contract;
- make the Ingenico Service or the Software available through any file sharing service;
- remove or alter any copyright or other proprietary notice on any of the Software or the Ingenico Service; and
- use the Software or the Ingenico Service for purposes other than those set forth in the Merchant Contract.

Article 8 Hosting

8.1 The Merchant shall provide Ingenico ECS, without delay and in an exhaustive manner, with all information relating to the hosted content which might give rise to any action or complaint by a Third Party against Ingenico ECS.

8.2 Ingenico ECS can perform all the operations needed to host and protect the Ingenico Account, in particular: the creation of backup copies of its content. In this context, Ingenico ECS must comply with the restrictions imposed by the Financial Institutions, PCI DSS Council and other competent authorities.

Article 9 Liability, guarantees, commitments, Processing of Personal Data

9.1 Liability-Principles

Ingenico ECS's liability can be withheld under the following conditions and within the limits set out hereafter:

(i) *General limitation of liability:* Ingenico ECS shall only be liable for repeated material contractual breaches which can be directly attributed to it.

Online payment processing operations being complex and requiring the intervention of a number of parties, Ingenico ECS shall only be held liable for facts originating in the infrastructure managed by Ingenico ECS and/or controlled exclusively by Ingenico ECS. Ingenico ECS shall not be held liable for facts originating upstream or downstream. Neither shall Ingenico ECS be held liable for any loss resulting from any upstream or downstream connectivity defect (for example, any defect situated in the infrastructure of the Financial Institution, or Internet connectivity of the Merchant, ...).

(ii) *Exclusion of certain losses and damages:* Ingenico ECS shall not be liable towards the Merchant in contract, tort or otherwise and shall not pay any compensation for loss of business, loss of turnover, loss of anticipated savings, loss of goodwill, reputational damage or for any other type of indirect, consequential, incidental or special loss or damage. Ingenico ECS shall neither be liable for nor indemnify against loss or damage of any Third Party including a Merchant's client.

This exclusion shall apply regardless whether or not the principle of the damage, loss or indemnification and its extent were foreseeable when the Merchant Contract entered into force, even if Ingenico ECS was advised of the possibility that such damage or loss could occur.

(iii) *Limitation of the amount:* Any liability of Ingenico ECS not excluded by the General Conditions shall be limited to the invoiced amount (VAT excl.) paid by the Merchant for the month immediately preceding the event giving rise to liability. If the event giving rise to liability occurs during the first month of the Merchant Contract,

then the compensation shall consist of the amount to be paid (VAT excl.) by the Merchant for that month.

This limitation of liability is necessary in order to maintain the proportionality principle between the claimed damages on one hand and the prices invoiced by Ingenico ECS as well as the breaches committed on the other hand.

(iv) No limitation of liability: nothing in the General Conditions shall limit Ingenico ECS's liability:

- for death or injury to persons caused by negligence;
- for willful misconduct; and
- to the extent the above mentioned limitation and/or exclusion is not permitted by the law governing the Merchant Contract.

Except where explicitly agreed otherwise in writing, Ingenico ECS's liability is exclusively governed by the provisions set out here.

9.2 Guarantees relating to the Ingenico Service

9.2.1 Ingenico ECS selects at its sole discretion the hardware and Software that are used for providing the Ingenico Service.

The Ingenico Service is provided with all appropriate and reasonable means of protection that are chosen and implemented with an obligation of reasonable endeavours.

9.2.2 The Merchant acknowledges that it is technically impossible, given the current state of knowledge, to warrant an unfailing security or integrity of the data exchanged on the open network of the Internet. Ingenico ECS declares that within these limits all appropriate and reasonable measures were taken to enable the Ingenico Service to be secure. On its side, the Merchant remains responsible for the security of the data it or the Merchant's clients transmit to Ingenico ECS via the Internet. Therefore, Ingenico ECS cannot be held liable for any losses or damages arising out of any infringement by the Merchant, the Merchant's clients or a Third Party of security or integrity of the data required to process a payment or any malfunction of the Ingenico Service caused by such infringement. In this respect, the Merchant shall indemnify and hold Ingenico ECS harmless against any claim initiated by a Third Party, including any Merchant client, relating to or arising out of any infringement of security or integrity of the data required to process a payment not directly attributable to Ingenico ECS, or any malfunction of the Ingenico Service caused by such infringement.

9.3 Guarantees relating to the use of the Ingenico Service and the Ingenico Account.

9.3.1 With the exception of the content made available by Ingenico ECS, the Merchant is and remains fully and solely liable for i) the content of its Ingenico Account and for ii) the use of its Ingenico Account, including the configuration of the parameters of the Ingenico Account, as well as for iii) the related Transactions. The Merchant undertakes to keep the content of its Ingenico Account exact, complete and permanently updated.

9.3.2 The Merchant guarantees that the content of the sales application for which the Merchant is using the Ingenico Service is not and will not at anytime during the term of the Merchant Contract be:

- in violation of its corporate object, any intellectual property rights of any Third Party, any fundamental right of individuals, and any other right of a Third Party;
- contrary to morals, public order and any applicable codes of conduct, as the case may be;
- in violation of the applicable laws or regulations, for example the laws relating to trade practices.

Furthermore, the Merchant undertakes to comply with the Privacy Law(s) applicable to it.

Any breach by the Merchant of this article 9.3.2 shall be deemed irrevocably to be a breach of its material obligations.

9.3.3 The Merchant manages its Ingenico Account under its sole responsibility. It ensures its good administration and remains exclusively liable for the selection and management of the PSPID, the connection data (credentials) of the Merchant Users (USERID) and related passwords. Except for changes executed following explicit instructions given by Ingenico ECS, in accordance with art. 9.1, Ingenico ECS shall not be held liable for any losses or damages of any kind in case of a malfunction of the Ingenico Service resulting from any change made to the Ingenico Account by the Merchant, or any Third Party.

9.3.4 The Merchant bears sole liability for willful misconduct or gross negligence in the use of its Ingenico Account or any of the components thereof (PSPID or password, for example) and shall indemnify and hold Ingenico ECS harmless against any claim initiated by a Third Party, based on such willful misconduct or gross negligence of the Merchant. The Ingenico ECS log files, tracing access to the Ingenico Account, shall constitute conclusive evidence in this regard.

9.4 Commitments of the Merchant

9.4.1 The Merchant guarantees that it possesses the legal capacity and all permits and authorisations necessary to sell its products/services for which it is using the Ingenico Service. Without prior express and written authorisation by Ingenico ECS, the Merchant shall not permit any Third Party to use the Ingenico Service, in whole or in part.

9.4.2 The Merchant undertakes to use the Ingenico Service solely for professional purposes and only for payments due and payable to the Merchant. The Merchant is the sole contracting party in all membership contracts with the Financial Institutions. Therefore, the Merchant hereby ensures that it is not acting and shall not at any time act as an intermediary.

9.4.3 Prior to using the Ingenico Service, the Merchant undertakes to obtain adequate information from the Financial Institutions with which it has concluded the above mentioned membership contracts in order to process all payments adequately as well as to comply with the user instructions of the said Financial Institutions. The Merchant also undertakes to provide Ingenico ECS, via the Ingenico Account or by e-mail, with all useful information received from the Financial Institutions to ensure the proper processing of all Transactions, as for example, the Merchant activity code (MCC code) or Transaction origin code (e-Commerce, recurrent payments, distance sales).

9.4.4 In particular, the Merchant shall ask the Financial Institutions managing its payments whether it is required to obtain a PCI (Payment Card Industry) certification.

9.4.5 The Merchant undertakes to implement security measures, in conformity with article 5.1 above.

9.4.6 The Merchant undertakes to exercise regular, efficient and sufficient control over all Transactions, in conformity with articles 5.2 and 5.3 above.

9.4.7 Given that Ingenico ECS solely acts as a technical intermediary, it cannot be held responsible for the incorrect execution of payments. The Financial Institutions and the Merchant shall be solely responsible for ensuring the proper flow of all payments.

9.4.8 The Merchant shall integrate and use the Ingenico Service in accordance with the Documentation and in line with the "prudent man" principle. It shall not use the Ingenico Service for purposes which are not explicitly described in the Merchant Contract or in the Documentation. Therefore and without limitation, systematic queries sent to the Ingenico Platform to check its availability or useless repetitive queries to know the status of non existing Transactions or of Transactions for which the status does not evolve anymore are not authorised.

9.5 Processing of Personal Data

A) Processing performed by Ingenico ECS in its capacity of Data Processor

9.5.1. Description of the Processing

The processing of Personal Data that Ingenico ECS performs as Data Processor under the Merchant Contract has the following characteristics (the "Processing"):

- Except for the cases otherwise described in the Merchant Contract, for each of the Processing which purpose is specified below, the Merchant acts as Data Controller or as the case may be, as joint Data Controller with certain actors involved in the Transaction processing chain, and undertakes to respect the obligations of the GDPR Regulation;
- Ingenico ECS for its part, under each of these Processing, acts as Data Processor of the Merchant and acts upon the documented instructions of the Merchant. Ingenico ECS is not the Data Controller of such Processing, except for those specific services for which it is expressly indicated in the Merchant Contract that Ingenico ECS is the Data Controller or that another member of the Worldline Group is the Data Controller;
- The Merchant has chosen the Ingenico Service as the most appropriate means to perform the Processing of Personal Data for the purposes specified in this article;
- The purpose of the Processing as defined by the Merchant is the processing of Transaction related payment information and payment data and any ancillary or related operations necessarily related to the purposes of (i) processing Transactions, (ii) providing the Merchant with associated back office services (such as reporting and transaction management services) and/or any other operational services that would have been selected by the Merchant under the Merchant Contract. The Processing consists, within the limits indicated above, of support provided by the Ingenico Platform and the tools that are connected thereto, via network lines and according to standard protocols, to collect, aggregate, compare, encrypt, decrypt, organise, verify, analyse, control,

register, charge, display, enrich, copy, duplicate, transfer to persons that participate in the Processing of the Personal Data.

- The Personal Data that are being Processed are Personal Data that are received and handled during the processing of the Transactions such as Transaction data, including the card number, its expiry date, the date and the amount of the Transaction;
- The Data Subjects concerned by the Processing are the holders of the payment means (i.e.: the Merchant's customers) whose Personal Data are processed in the context of the Transactions;
- The Personal Data will be retained during the period that is indicated in the service description. After this term, subject to any contrary statutory, regulatory or contractual retention obligations imposing upon Ingenico ECS another retention period for the Personal Data, said Personal Data will be erased or anonymized in accordance with article 5.5.2.g. Without prejudice to the backups performed by Ingenico ECS, and provided the Ingenico Platform enables this, the Merchant can reduce this retention period. The Merchant assumes the responsibility for the period he chooses. The service description can foresee other modalities for the retention of the Personal Data and for the reduction of the retention period of the Personal Data. In such case such modalities which prevail over the provisions set out in this article.

9.5.2. Commitments of Ingenico ECS

Ingenico ECS shall implement, in the scope of its PCI DSS certified organisation, the appropriate technical and organisational measures that apply in the sector in which it is active in order for the Processing to comply with the requirements set out in the GDPR Regulation. Ingenico ECS guarantees to protect the rights of the Data Subjects. In its capacity of Data Processor, Ingenico ECS commits to:

- Only to Process the Personal Data upon the instruction of the Merchant, including with regards to transfers of Personal Data to a third country or to an international organisation, it being precised that the modalities in which the Ingenico Service is provided as it is described in the Merchant Contract, constitutes the instructions of the Merchant.
- Ensure that its employees and the employees of its subcontractors (hereinafter referred as "Data sub-Processors") that are authorised to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- Implement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- To the extent possible and taking into account the nature of the concerned Processing, assist the Merchant, by appropriate technical and organisational measures for the fulfillment of its obligations to respond to requests for exercising the Data Subjects rights that are set out in the GDPR Regulation. To the extent permitted by law, the Merchant will be responsible for any costs resulting from the provision of such assistance by Ingenico ECS;
- Taking into account the nature of the concerned Processing and the information available to Ingenico ECS, assist the Merchant in complying with its notification obligations provided for in the GDPR Regulation, which implies on the part of Ingenico ECS that in the event of a Personal Data Breach, to notify the Merchant without undue delay after becoming aware of the Personal Data Breach.
- Taking into account the nature of the concerned Processing and the information available to Ingenico ECS, assisting the Merchant in carrying out impact assessments relating to the protection of Personal Data, as well as for carrying out the consultation of the supervisory authority, where applicable. To the extent permitted by law, the Merchant will be responsible for any costs resulting from the provision of such assistance by Ingenico ECS;
- At the choice of the Merchant and provided a law, regulation or a judicial or administrative authority does not require the retention of the Personal Data, delete all the Personal Data or return all the Personal Data at the end of the Merchant Contract or at the end of the retention period and destroy all existing copies, except for backup copies and for Personal Data that is stored in log files which will be retained until the expiry of such back-up and log files according to Ingenico ECS policies.
- Make available to the Merchant all information necessary to demonstrate compliance with the obligations laid down in this article and allow for and contribute to audits, including inspections, conducted by the Merchant or another auditor mandated by the Merchant.

11.5 Ingenico ECS may suspend the Ingenico Service, with immediate effect and without prior notice and without costs or compensation, i) for any breach of obligations set out in article 5.1, 5.2, and/or 5.3, or ii) in accordance with article 5.5 or iii) in the event of a major late payment as set out in article 10.5, or iv) for any material breach by the Merchant of its obligations under the Merchant Contract.

11.6 Each party shall be entitled to terminate the Merchant Contract with immediate effect without prior notice and without costs or compensation in the event of the following situations:

11.6.1 the other party fails to perform any of its material obligations under the Merchant Contract and fails to remedy such breach within one (1) month after being given written notice to remedy such failure, or

11.6.2 the other party i) files for bankruptcy, ii) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors or (iv) enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.

11.7 Ingenico ECS shall be entitled to terminate the Merchant Contract with immediate effect, without prior notice and without costs or compensation in the event that the Merchant is subject to a change of Control which has as a consequence that the Merchant is directly or indirectly owned by a competitor of Worldline Group.

Article 12 Confidentiality

12.1 All information made available by a party, related to that party and labelled as being confidential, as well as all information not expressly labelled as confidential but which should reasonably be deemed as being confidential is to be considered confidential (the "Confidential Information"). For the avoidance of doubt the following information shall always be considered as Confidential Information: the terms of the Merchant Contract and the Documentation.

12.2 The receiving party undertakes to take appropriate measures to protect all Confidential Information of the disclosing party and in particular, to:

12.2.1 only use such Confidential Information for the performance of the Merchant Contract and not for any other purpose whatsoever except for the usage of such Confidential Information in an aggregated form which does not enable to retrieve the Confidential Information as is, which is allowed for statistical, business intelligence and marketing purposes;

12.2.2 communicate on a need to know basis all Confidential Information in whole or in part, verbally or in writing, solely to the employees, contractors, auditors, directors and/or representatives of such party or its Affiliates, who shall be informed of its confidential nature and who shall be bound by a confidentiality obligation.

12.2.3 refrain from making any such Confidential Information available to any Third Party without the prior written consent of the disclosing party other than i) upon written request of a public authority (such as a law enforcement authority), ii) in accordance with the terms of the Merchant Contract or iii) in accordance with article 12.2.2.

12.2.4 upon the written request of the disclosing party, return or elect to destroy within a reasonable timing, all documents, copies, notes, recordings, memoranda or other documents which contain Confidential Information.

12.3 The obligation of confidentiality as described in this article 12 shall remain in effect throughout the entire term of the Merchant Contract. It shall moreover survive for two (2) years following the termination of the Merchant Contract, regardless of the cause for termination.

In the event that no Merchant Contract has been concluded, the obligation of confidentiality shall remain in force for a period of two (2) years as from the day of creation of the test account.

12.4 For the avoidance of doubt, and without otherwise limiting the general application of the provisions of this article, Ingenico ECS and Merchant expressly agree that the present article 12 does not in any way hinder, limit, or otherwise create an obstacle, legally or otherwise, for Ingenico ECS to process data in order to provide the ancillary services as described in article 1.1, regardless of whether these services are offered to the Merchant individually upon agreement with Ingenico ECS. These services, and the processing of data it is based on, cannot be construed as infringing any of the obligations as set out in this article 12.

Article 13 General provisions

13.1 In the event of technical problems relating to its Ingenico Account, the Merchant can consult the Documentation, or create an incident ticket or contact the Ingenico ECS help desk via the contact form <https://epayment-support.ingenico.com/en/help/contact/> or by telephone (the Ingenico telephone number is available on the Ingenico Site) during opening hours: 9:00h – 17:00h –

time of Ingenico ECS, on business days. Saturday, Sunday and national bank holidays are not considered a business day.

Support (telephone, meetings, etc.) is provided free of charge under the following conditions:

- the type of subscription selected by the Merchant shall not exclude said free support;
- the Merchant shall understand the Ingenico Service and shall first have attempted to find the cause of the problem in the available Documentation;
- the problem must originate from the Ingenico Service, and not from any system upstream or downstream;
- if the support request relates to a test account, the Merchant shall activate an Ingenico Account in the production environment on the Ingenico Platform within three (3) months of said support request at the latest.

In the event of failure to fulfil the above conditions, the Merchant may be invoiced for such support at the price of 100 Euros/hr (155 CHF/hr or 85 GBP/hr or 140 USD/hr)

13.2 Force majeure

13.2.1 A party cannot be held liable for any damage suffered by the other party resulting from a case of force majeure, being an unavoidable and unforeseeable cause or circumstance beyond the control of such party or as otherwise defined under the legislation that governs the Merchant Contract.

Upon the condition that the Ingenico Service is provided in compliance with its PCI DSS certification (or any other equivalent certification issued by the Financial Institutions, regardless of its future name), the parties agree that viruses, any type of hacking, including in particular DDoS attacks or other defects resulting in unauthorized access to or use of a) the Ingenico Account, b) the Ingenico Service (including the Software) or c) the Ingenico Platform or resulting in a negative impact on the Ingenico Service, shall be considered a case of force majeure.

13.2.2 The party invoking a force majeure event shall inform the other party as soon as reasonably possible in writing and take all reasonable steps to limit the effects of the force majeure event. Said party shall also inform the other party upon cessation of such force majeure event.

13.3 SARS-CoV-2 virus crisis

Even during the SARS-CoV-2 virus crisis, Ingenico ECS shall make its reasonable efforts to provide the Ingenico Service and to do so without delay. However if supply of any part of the Ingenico Service is delayed or otherwise disrupted as a consequence - even a partial consequence - of the SARS-CoV-2 virus crisis, Ingenico ECS shall not owe any damages, indemnifications, penalties or service credits in relation to the supply of the part of the Ingenico Service disrupted by the SARS-CoV-2 virus crisis. For the purpose of this article, the words "SARS-CoV-2 virus crisis" shall also include all crises relating to derived viruses.

13.4 Administration of proof

13.4.1 Ingenico ECS and the Merchant agree that a written communication shall be deemed validly given if sent by e-mail or communicated via the contact form, in the absence of any stipulation to the contrary in the Merchant Contract.

13.4.2 Ingenico ECS and the Merchant agree that the information relating to communications and documents stored by Ingenico ECS on a durable and non-modifiable support shall possess the force of proof, unless agreed otherwise in the Merchant Contract.

13.5 Assignment of the Merchant Contract

13.5.1 Ingenico ECS shall be entitled, at any time, to assign the Merchant Contract to any of its Affiliates.

In addition thereto, Ingenico ECS is entitled to assign the rights and obligations arising from the Merchant Contract to any Third Party, in whole or in part, provided it obtained the prior written consent of the Merchant, it being understood that the Merchant shall not unreasonably withhold such consent.

13.5.2 The Merchant is entitled to assign the rights and obligations arising from the Merchant Contract to any Third Party, in whole or in part, provided it obtained the prior written consent of Ingenico ECS, it being understood that Ingenico ECS shall not unreasonably withhold such consent.

13.6 Articles declared null and void and/or inapplicable

In the event that any provision in the Merchant Contract shall be declared null and void and/or inapplicable, said provision shall be deemed non-existent, and all other provisions of the Merchant Contract (including the General Conditions) shall remain in effect. The parties undertake to take all reasonable measures to replace the said provision declared null and void and/or inapplicable with a legally valid provision which to the extent possible meets the original purpose intended by the parties.

13.7 Waiver

13.7.1 The failure of either party to exercise its rights at any time shall in no way imply a waiver of such rights.

13.7.2 However if a party does not inform the other party in writing of a claim for damages arising out of or related to the Merchant Contract within one (1) year of the event giving rise to the claim, such claim shall irrevocably be deemed to be waived. This article 13.7.2. shall survive the termination of the Merchant Contract.

13.8 Entirety of the agreement

Unless otherwise agreed in the Merchant Contract, the Merchant Contract contains all the commitments between the parties and replaces all other prior contractual commitments between the parties.

13.9 Modification of the General Conditions

The Merchant will be informed of all modifications of the General Conditions via a notification in its Ingenico Account.

Ingenico ECS can at any time unilaterally modify the provisions of the General Conditions, to the extent that such modification only concerns non-essential elements or do not affect material obligations of the parties as for example but without limitation, increase of the reminder fees as stated in article 10.4 from 25€ to 27€ or modification of the opening hours of the Ingenico ECS help desk. Such modifications enter into force from the moment that the Merchant has been informed thereof.

In the event that a modification relates to essential elements or material obligations, the General Conditions applicable at the time of the proposed modification shall continue to apply until the expiry of the Initial Term or the Extended Period. As from such date, the Merchant Contract will be renewed for a new Extended Period and the new General Conditions shall apply, such modification therefore being deemed accepted by the Merchant unless it terminated its Merchant Contract, either in accordance with termination rights as stated in article 11.3 or by means of a one (1) month prior written notice, as from the notification of the proposed modification. Such termination occurs without termination costs.

In addition thereto, Ingenico ECS can also unilaterally modify the essential elements or material obligations with immediate effect, on the condition that Ingenico ECS proves that:

- such modifications are necessary as a result of new terms and conditions imposed upon Ingenico ECS by a Third Party such as (i) a credit card company, a Financial Institution, a hardware or software supplier, etc. (the list is provided for information purposes and is in no way exhaustive) or (ii) an administrative, judicial or law enforcement authority; or
- without such modifications, the business of Ingenico ECS would have been rendered impossible or unreasonably difficult.

In the case of a change having an immediate effect, the Merchant is entitled, during one (1) month as from the notification of the modification, to terminate the Merchant Contract. In such case the Merchant shall send a written termination notice. Such termination shall be without termination costs and the parties shall jointly agree on the effective date of such termination.

13.10 Client list and promotions

The Merchant agrees that its name and/or logo shall appear on the Ingenico ECS client list as well as on Ingenico ECS commercial and marketing materials. Ingenico ECS shall be entitled to use such list and such materials freely in its commercial efforts. Ingenico ECS shall furthermore be entitled to summarize any non-confidential message sent by the Merchant permitting Ingenico ECS to conclude that the Merchant is satisfied. Ingenico ECS shall send the Merchant a copy of the text which it intends to use, prior to such use. In the event that the Merchant does not respond within five (5) calendar days as from the communication of the text, then the Merchant shall be deemed to have accepted such use.

13.11 Cooperation in good faith and respect of applicable law

The parties commit to cooperate in good faith and to respect laws that are applicable to them during the term of the Merchant Contract

13.12 Sub-contracting

Subject to the provisions set out in article 9.5, each party is entitled to use subcontractors for the performance of the Merchant Contract, without the consent of the other party. The use of any subcontractor shall not release a party from its responsibility for its obligations under the Merchant Contract. Each party shall remain responsible for obligations performed by its subcontractors.

13.13 Monitoring and recording of calls – Merchant to timely inform staff

Ingenico ECS may monitor and record the calls made to the Ingenico ECS' help desk for quality assurance purposes and record them for evidence purposes. Ingenico ECS's monitoring staff may listen to the calls live or on the basis of a recording. Given that Ingenico ECS does not usually interact with the Merchants' staff prior to their first call, the Merchant shall timely communicate to all their staff needing to know that the required legal information on this subject matter can be found by clicking on the appropriate link on the Ingenico Site.

13.14 Information by Merchant

The Merchant shall promptly inform Ingenico ECS of any change of law or any change in circumstances that may affect the performance of the Merchant Contract.

Article 14 Applicable law

The Merchant Contract shall be governed by the law of the registered office of Ingenico ECS, excluding any principles of conflict of law.

Article 15 Settlement of disputes

15.1 The parties undertake to take all steps to reach an amicable agreement to any dispute relating to the Merchant Contract.

15.2 In the absence of an amicable agreement, any dispute shall be submitted to the exclusive jurisdiction of the courts and tribunals competent in the place of the registered office of Ingenico ECS.

Article 16 Corporate Social Responsibility

As a member of the Worldline Group, Ingenico ECS adheres to the 10 principles of the UN Global Compact. It is committed to the highest ethical standards in the conduct of its business. Therefore it applies the code of ethics as issued by Worldline Group, which it also requires its employees to strictly respect. These ethical principles include the International Labor Organization conventions and all national laws and regulations relating to ethical and responsible behaviour, including, without limitation, those dealing with health and safety, environmental protection, anti-competitive practices, bribery, money laundering and conflicts of interest.

Article 17 Anti-bribery

Neither party shall take any action under the Merchant Contract that may breach any applicable anti-bribery or anti-corruption laws or regulations.

Neither party shall, directly or through any of its subsidiaries, directors, officers, employees, agents or any person acting on its behalf, directly or indirectly (a) promise, give, offer to give, or authorize the giving of, or solicit, accept or agree to accept from any person anything of value, to or from any person, in order to improperly influence actions or decisions of any person including for the purpose of obtaining any illegal or improper advantage or to achieve any other unlawful purpose in connection with the Merchant Contract, (b) impair or harm, or threaten to impair or harm, directly or indirectly, any person or the property of a person to influence improperly the actions of any person including any government official, and/or (c) launder the proceeds obtained from any of the practices mentioned in (a) and (b) above or otherwise conceal the fraudulent source of such proceeds, (d) finance, fund, sponsor or in any way subsidize the practice of illegal acts provided for in applicable anticorruption laws and regulations, (e) defraud any public bidding or the contract resulting from it, (f) hinder or disturb investigations or inspection activities by public officers, bodies, entities or agents.

If a party becomes aware of any violation of this article, it will immediately notify the other.

Any breach of this article shall be deemed a material breach for which the breaching party shall indemnify, and hold harmless, the other party.

Termination. In the event of a breach of this article 17 (Anti-bribery) by a party, the other party shall have the right to immediately terminate the Merchant Contract at no cost and with no further liability or obligation to the breaching party and without prejudice to any other right or remedy the non-breaching party may have at law or under the Merchant Contract.

Article 18 Availability of a Financial Institution or a Third Party on the Ingenico Platform

Ingenico ECS may at any time and without prior notice decide to discontinue the availability of any Financial Institution or any other Third Party on the Ingenico Platform. This may be a general decision of Ingenico ECS. It also may be a decision of Ingenico ECS just applying to the Merchant because the Financial Institution or Third Party has decided to discontinue its relationship with the Merchant.