

# General Terms and Conditions of the Membership Framework Contract for the processing of credit cards and international debit schemes “Card Not Present” (Transactions where the card is not read)

VERSION  
2010/10

## Chapter I. THE PARTIES

ATOS WORLDLINE NV, hereinafter «AWL» in short, with registered offices at 1130 Brussels, Haachtsesteenweg 1442, registered as a payment institution at the CBFA ([www.cbfa.be](http://www.cbfa.be)), and the «Card Acceptor», as specified in further detail in the Special Membership Conditions.

## Chapter II. OBJECT OF THE CONTRACT

This Framework Contract provides the operating terms and conditions between the Card Acceptor and AWL. The collaboration between AWL and the Card Acceptor covers for example the forms of sale with remote order acceptance (by mail, telephone, fax and Internet). These forms of sale are defined by means of the generic denomination of Card Not Present, because of the «physical» absence of the Cardholder and of the Card at the point of sale at the moment of the Payment Transaction (the Card is not read by a terminal) and of the common character of this form of sale. A sale of the Card Not Present type is either of the type «Mail Order/Telephone Order», hereinafter MO/TO in short, (for orders placed by mail, telephone, fax), or of the type «Electronic Commerce» (for orders placed through the Internet). The term «order» covers the way in which the Card Number is communicated by the Cardholder to the Card Acceptor. Furthermore, sales of the Card Not Present type may have a recurrent character. In this case, the sale constitutes a sale of goods or services, payment of which is directly debited through the Card, also called “recurring” transactions.

The Card Acceptor hereby accepts, in accordance with the contents of the Special Membership Conditions signed by both parties, and this Framework Contract, all Payment Transactions where valid Visa and MasterCard Cards are used as means of payment. AWL ensures the processing of all valid Visa and MasterCard Transactions that are transmitted to it by the Card Acceptor. The manuals and communications to the Card Acceptor about Card acceptance (for example: the information mentioned on the AWL website, i.e. [www.atosworldline.be](http://www.atosworldline.be), the trainings provided to the Card Acceptor and his personnel, the PCI stipulations...) constitute an integral part of this Framework Contract. Both parties accept that file data and documents on other carriers than hard copy, have the same evidential value as the hardcopy versions, and that these are legally binding. Atos Worldline NV reserves the right to provide documents to the Customer through the medium it finds most appropriate, such as Internet. Both parties shall not contest the acceptability of documents merely on the fact that they have been available or provided in electronic form.

## Chapter III. TERMINOLOGY

**III.1. “Card”:** any valid financial transaction card containing a logo that complies with the specific characteristics of the Visa, MasterCard, V-Pay and/ or Maestro products.

**III.2. “Cardholder”:** the person whose name is printed on the Card and whose signature corresponds with the one on the back of the Card, except in case of prepaid Cards

**III.3. “Card Number”:** number that is mentioned on the Card and that was communicated by the Cardholder to the Card Acceptor, either verbally (by telephone), or in writing (by fax or mail), or through the Internet within a secured environment.

**III.4. “Transaction”:** any financial operation arising from the purchase of goods or services, with the exclusion of cash withdrawals, and payment of which is realized by means of the Card.

**III.5. “Sales Voucher”:** the document that is issued by the processing software used as evidence of the Transaction. The document is also called Transaction Ticket.

**III.6. “Internal Account”:** an internal account kept in the name of a Card Acceptor and used for the execution of Transactions.

**III.7. “Credit Voucher”:** The operation performed by the Card Acceptor so as to cancel a transmitted Transaction or part thereof.

**III.8. “Terminal” or “Processing Software”:** Any processing software certified by VISA, MasterCard and the competent verification mechanisms, which apart from authorizing the transaction also transmits the transaction to AWL. For each transaction, the software contacts the AWL central information system, which will provide an Authorization Code. The transaction may also be realized through a terminal. Within the scope of this contract, the Terminal will always operate «with direct transmission», in other words «online»; this means that for each Transaction the Terminal contacts the AWL central information system, which will provide an Authorization Code and transmit the Transaction for processing to AWL at the moment of the Transaction finding place.

**III.9. "Certificate":** the digital code reflecting a relation between electronic data and an identity. It contains a quantity of electronic data comprising a public key, information regarding the public key holder's identity, and validity information, which were signed electronically by a Certification Authority.

**III.10. "Certification Authority (CA)":** instance delivering and managing digital certificates.

**III.11. "Protocol":** technical way to transfer a Transaction between the Card Acceptor, the Cardholder and AWL.

**III.12. "Authorization Code":** this code indicates that the Card may be accepted, provided that the Card Acceptor at the same time complies with all the verification obligations with respect to Card acceptance. The Authorization Code only means that at that particular moment the Card is not protested, the User's Limit is not exceeded and the Card validity term has not yet expired. When an Authorization Code is granted, this not necessarily implies that the Card is valid or that the person offering the Card, is also the legitimate Cardholder. When an Authorization Code is granted, it is not guaranteed that the given name and/or address of the person offering the Card correspond with the name and/or address of the legitimate Cardholder. The granting of an Authorization Code can neither be interpreted as the granting of a payment guarantee by AWL.

**III.13. "User's Limit":** the limited total amount that the Cardholder can spend using his Card.

**III.14. "Payment Service Provider" (PSP):** instance renting or selling a payment processing software, and ensuring the technical connection with AWL, and which is certified by VISA, MasterCard and the competent verification mechanisms.

**III.15. "CVV2-CVC2 code":** three-digit code indicated on the back of the Card, and communicated by the Cardholder to the Card Acceptor, upon the latter's explicit request, save in case of exceptions as determined by Visa and/or MasterCard. The abbreviation CVV for Visa stands for Cardholder Verification Value and the abbreviation CVC for MasterCard stands for Cardholder Validation Code.

**III.16. PCI :** "Payment Card Industry" program: an international standard supported by the major credit card companies, such as Visa and MasterCard International, intended to prevent any abuse with credit card data.

**III.17. "Framework Contract":** this payment services contract between AWL and the Card Acceptor – consisting of these general terms and conditions, the Special Membership Conditions and annexes, if any- providing the terms for the future execution of separate and subsequent transactions.

**III.18 «Payment»:** for the purposes of this Framework Contract, a payment shall be deemed to be effected once the bank account of AWL has been debited.

## Chapter IV. OPERATING TERMS AND CONDITIONS

### Section IV.1. Membership Number

AWL provides the Card Acceptor with one or more membership numbers for acceptance of the Cards, in absence of the Cardholder and of the Card. This/ These membership number(s) is (are) mentioned in the Special Membership Conditions. The Card Acceptor undertakes to verify whether the initialized number(s) in the Terminal or the Processing Software correspond(s) with the number(s) provided by AWL. If not, in no case whatsoever, the Card Acceptor is to accept any Transactions and he must contact AWL first. Each Transaction that is accepted contrary to this obligation, may be debited from the Card Acceptor's account. AWL shall keep one or more Internal Accounts in the name of the Card Acceptor, where all Transactions or Credit Vouchers will be booked.

### Section IV.2. Card Acceptance and Services Fee

As from the date of the Framework Contract being signed and the Terminal/ processing software being activated, the Card Acceptor shall process any Transaction that is offered by a legitimate Cardholder.

The Card Acceptor shall pay to AWL a percentage for the processing of the Transactions, as determined in the Special Membership Conditions.

If the Card Acceptor was to impose a price difference, condition, obligation or special guarantee upon the Cardholder for payment by means of his/her Card, it must be sufficiently visible prior to initiation of the Transaction, and it shall be in proportion to the fee paid by the Card Acceptor for the processing of his Transactions.

AWL reserves the right to charge a fee for supplementary administrative and technical performances.

### Section IV.3. Verification and Authorization of a Transaction

The Card Acceptor undertakes to obtain an Authorization from AWL for each Transaction, irrespective of the amount thereof. The Card Acceptor shall, either to the operator, or upon processing, communicate the correct nature of the Transaction, that is a «MO/TO» Transaction, an «Electronic Commerce» Transaction or a recurring Transaction. Under no circumstances whatsoever, the Card Acceptor can break down a sale into several Transactions. In case of failure of the Terminal and/or Processing Software, the Card Acceptor is to contact the supplier of the respective Terminal or Processing Software.

If no solution is found for the problem, which is recognized and approved by AWL, he cannot accept the Card. Neither the Card Acceptor nor any third parties acting on behalf of another principal than AWL, can perform any modifications to the Terminal and/or Processing Software. If, whether or not on a voluntary basis, incorrect parameters have been entered by the Card Acceptor or a third party, AWL shall not be responsible for any consequences thereof. The Card Acceptor undertakes to keep the Terminal continuously connected and to immediately inform AWL in case of any breakdown.

The Card Acceptor undertakes to use the Terminal only at the agreed point of sale. He cannot move the Terminal without a written notice to AWL. With respect to the Processing Software, the Card Acceptor is to verify the proper functioning thereof, if necessary with assistance from the supplier of the Processing Software. The Card Acceptor undertakes, as far as possible, to make sure that his Processing Software constantly remains connected, in order to allow for the Card to be used. In case of «Electronic Commerce» Transactions where the Card Acceptor provides the payment page himself, he must have a Certificate obtained from a Certification Authority and must undertake to present the evidence of obtaining this Certificate and of its current validity to AWL, upon the latter's first request. The Card Acceptor as such is responsible for the proper conduct of his certification procedure and for the extension thereof. The Card Acceptor is responsible for proper implementation, as well as for management and security. AWL is entitled to impose certain settings in the software application. Non-compliance with these stipulations gives AWL the right to immediately terminate the contract. AWL reserves the right to make any modifications or improvements to the programs and the operating procedures they may deem fit for the development and the protection of the Visa and MasterCard payment systems. The Card Acceptor is obliged to guarantee the safety of the Transaction data against any form of interception during transmission thereof and also with respect to the storage thereof, including the intent, if any, of his agents or persons having access to these data. Certain data, for example those as referred to in the PCI Data Security Standards, should never be saved unprotected/unencrypted : name of the Cardholder, the full Card Number, the expiry date, Authorization Code, the Service Code, date and amount of the Transaction. Furthermore, storage of the full data from the magnetic strip, the CVC2/CVV2/CID and the PIN/PIN Block after Authorization processing, is not allowed, not even in encrypted form. The Card Acceptor is fully liable for any damage, for example as a result of fraud, including any fines and costs that may be imposed by Visa and/or MasterCard

upon AWL, resulting from any non-compliance with the above standards. The Card Acceptor is to secure his infrastructure (such as the website) against hacks and any other form of data compromises. The Card Acceptor undertakes to accept any modification or improvement and to allow the application thereof with respect to the Terminals installed with him or the Processing Software used by him. As soon as the Card Acceptor detects an infringement of the security mechanisms or suspects that he is confronted with an (attempted) swindle or with a fraudulent Cardholder, he must immediately inform the AWL CODE 10 line (+32 2 205 85 65) thereof. In case of a possible risk of fraud, the Card Acceptor is obliged to be more careful and cautious than in normal circumstances. The Card Acceptor also expressly undertakes to instruct his agents and draw their attention to the danger of fraud, on a regular basis.

#### Section IV.4. Drawing up a Sales Voucher and Credit Voucher

##### IV. 4.1 Terms and Conditions

###### IV. 4.1.1. Electronic Processing

Electronic processing can either be realized by means of the manual input of the Card Numbers into a Terminal, or by using a Processing Software. AWL shall process the Transactions, to the extent that the Card Acceptor transmits the same to AWL, mentioning the full Card Number –provided that the Card Acceptor transmits the same in a secured way in accordance with the applicable standards or through a security protocol provided, as the case may be, by AWL- the Card expiry date, the surname and first name of the Cardholder, as well as the amount of the Transaction, the date of the Transaction, the Authorization Code and the CVV2-CVC2 code. When the surname and first name (and/or address) of the person offering the Card is communicated, this does not necessarily imply any verification of these data by AWL. AWL cannot provide any guarantees in this respect.

###### IV.4.1.2. Manual input of the Visa and MasterCard Card Numbers into a Terminal:

Only the Card Acceptor shall bear the financial risk of any disputes arising from a Card issuer's refusal to pay, for example because of the fact that the contents of the Card magnetic strip or chip was not received, and that the Transaction was accepted without the physical presence of the Card. AWL's role is exclusively limited to the processing of the Transactions. Therefore, AWL shall not provide any payment guarantee. If the Card Acceptor appeals to a co-contractor, the latter cannot bind AWL in any way whatsoever. If a co-contractor states that he can guarantee certain verifications or payment of Transactions, the Card Acceptor will have no claim against AWL in this respect, the latter not being able to provide any guarantee.

###### IV.4.1.3. Use of Processing Software MO/TO and/or SSL (Secure Socket Layer):

- a. For each Transaction the Card Acceptor shall contact the AWL central computer system, from which he will receive an Authorization Code, and shall transmit the Transaction to AWL for processing.
- b. Only the Card Acceptor shall bear the financial risk of any disputes arising from the refusal to pay by a Card issuer, for example because of the fact that the contents of the Card magnetic strip or chip was not received, and that the Transaction was accepted without the physical presence of the Card. AWL's role is exclusively limited to the processing of the Transactions. AWL shall not provide any payment guarantee. If the Card Acceptor appeals to a co-contractor (for example a PSP), the latter cannot bind AWL in any way whatsoever. If a co-contractor states that he can guarantee certain verifications or payment of Transactions, the Card Acceptor will have no claim against AWL in this respect, the latter not being able to provide any guarantee. AWL cannot be held liable for any defects in the Processing Software or any improper use thereof. AWL cannot be held liable for any Processing Software that may be delivered by any third party.

###### IV.4.1.4 Use of the Processing Software [3-d secure]:

- a. For each Transaction the Card Acceptor shall contact the AWL central computer system, from which he will receive an Authorization Code, and shall transmit the Transaction to AWL for processing.

- b. Insofar as this Processing Software, within the framework of Electronic Commerce, is compatible with the most recent security standards imposed by AWL (3-D Secure, «Verified by Visa» and «MasterCard Secure code»), the Card Acceptor is granted a limited payment guarantee.
- c. The Card Acceptor undertakes to install the 3-D Secure Protocol into his infrastructure. After installation of the 3-D Secure Protocols «Verified by Visa» and «MasterCard Secure code», the Card Acceptor is to receive a written confirmation from AWL stating that he was certified by Visa International and/or MasterCard International to accept 3D Secure Transactions. This certification can be withdrawn at any time and without any term of notice, even retroactively as from the moment of the facts being established, without AWL, Visa International and/or MasterCard International having to justify the above withdrawal.
- d. The Cardholder is to initialize every Transaction. The limited payment guarantee as described hereinafter is not applicable to «Recurring» Transactions, nor to «mail order» and «telephone order» transactions.
- e. When the Card Acceptor complies with all of the above stipulations (a, b, c, d), he will be granted a limited payment guarantee, that is that AWL will not charge any Transactions that are disputed by a Cardholder to the debit of his account, when the latter only argues that he has not executed the Transaction. Disputes that are based on other grounds, can be invoked by AWL to debit the Card Acceptor's account. If the Card Acceptor, for any reason whatsoever, fails to deliver the goods and/or services for which payment has been realized, he is obliged to credit the Transaction. If the Card Acceptor has indeed delivered the goods, he will have to provide evidence of the fact that the Cardholder has received the goods. The limited 3D Secure payment guarantee is applicable worldwide, with the exception of:
  - MasterCard and Visa transactions performed by means of commercial cards defined by MasterCard and Visa, with the Cardholder's region as defined by MasterCard and Visa being different from the Card Acceptor's region as defined by MasterCard and Visa. Upon simple request to AWL, the Card Acceptor can receive the description of the region covered.
  - If the "Directory server" from Visa International, allowing for the Card Acceptor to be recognized as 3-D secure, is temporarily unavailable, then Visa International shall request to accept these transactions in an SSL environment. In this case the Card Acceptor shall bear the financial risk of the disputes linked to Transactions that are accepted in the given situation.

The limited payment guarantee is applicable when the Card Acceptor complies with all 3-D Secure requirements; these shall not relieve him from his duty of enhanced caution. As soon as he may have the slightest suspicion of fraud (for example because of the amount, the quantity, the nature or the origin of the Transactions, a discrepancy in the Cardholder's address, the IP address or e-mail address and the delivery address) he is to immediately contact the AWL code 10 line, in order to prevent or reduce any damage. If the maximum amounts determined by Visa and/or MasterCard with respect to 3-D secure disputes are exceeded, the 3-D secure cover by Visa and/or MasterCard can be cancelled, even retroactively, as from the moment of the amounts being exceeded. The applicable ceilings can be obtained upon simple request from the Card Acceptor to AWL. As the case may be, the Card Acceptor shall become liable for any disputes that normally would have been covered by 3-D secure.

###### IV. 4.2. Drawing up of Credit Vouchers:

If the Cardholder has legitimate complaints with respect to the goods or services sold, or returns the goods for a legitimate reason, the Card Acceptor cannot refuse to exchange the same or to draw up a Credit Voucher, only on account of the fact that the goods have been paid by means of a Card. Under no circumstances whatsoever, reimbursement shall be realized in cash. If the Card Acceptor draws up a Credit Voucher in order to cancel a Transaction that was realized by means of the Card, he will only be entitled to use the Credit Vouchers that were approved by AWL. The Card data, as well as date and amount, are mentioned on the Credit voucher. The Credit Voucher is to be sent to AWL, within 12 calendar days of issue date. The Credit Voucher is only drawn up to the benefit of the Card that was used to realize the Transaction. Any Card Acceptor having a terminal is entitled to cancel a Transaction through his terminal, within a period of 12 calendar days, by entering the Authorization Code.

## Section IV.5. Settlement of the Transactions

AWL shall credit the Card Acceptor's Internal Account(s) with the total amount of the accepted Transactions, reduced by the commission as determined in the Special Membership Conditions. AWL assumes the right to verify all the Transactions realized by the Card Acceptor. The Card Acceptor authorizes AWL, in case of irregularities or contestations from a Cardholder or a card issuing institution or if these conditions of the Framework Contract were not strictly and fully complied with, to debit or credit his internal account with any positive or negative balance. The Card Acceptor expressly accepts the rules regarding contestations that are applicable on a national and international level. If AWL has received a national or international contestation (the payment transaction is reversed), this constitutes evidence towards the Card Acceptor of the Transaction being contested by the Cardholder or the Card Issuer. AWL internal data, computer data, screen prints etc. can be used against the Card Acceptor and constitute evidence between the parties, which is expressly accepted by the Card Acceptor. AWL shall transfer the amount of the Transactions, less the commission, into the bank account, the number of which was communicated by the Card Acceptor to AWL in writing. The maximum execution time is "D + 4", where "D" is defined as : the day on which the order is given for payment to the Card Acceptor's bank. All outstanding AWL Internal Accounts opened in the Card Acceptor's name, constitute one and the same account. AWL is entitled to offset these accounts at any time. AWL reserves the right, and the Client accepts this right, to deduct any amounts that the Client may be due and that may be expired on the date on which the Transaction was realized or on the date on which the transfer order was received, from the amounts with respect to a Transaction that re requested to the Client's benefit. This deduction will, however, only be realized after the Client having received a formal notice from AWL. Furthermore, AWL reserves the right to charge the Client with any costs that may be related to this deduction. If the obligations under this Framework Contract are not strictly complied with, if the Card Acceptor is declared bankrupt or threatens to be declared bankrupt, or if AWL has observed some anomalies, AWL shall reserve the right to credit the Card Acceptor only after receipt of the Cardholder's payment. This temporary suspension of payment does not entitle the Card Acceptor to any compensation. In no case whatsoever, any payment from AWL to the Card Acceptor shall be considered as an AWL acknowledgement of the validity of a Transaction. In no case whatsoever AWL will be obliged to intervene in a dispute between the Card Acceptor and a Cardholder, or to take that into account, in any way whatsoever. At any time and without any time restriction whatsoever, AWL shall be entitled to debit the Card Acceptor's Internal Account in the following cases (non-exhaustive enumeration):

- a. if the Framework Contract was not strictly complied with;
- b. if the Cardholder contests the sale, the delivery of the goods or the performance of services with respect to the purchase and/or if the amount of the Transaction was not known at the moment of the Transaction;
- c. if the goods were returned or sent back;
- d. if the sale of the goods or the performance of services constituting the object of the Transaction, represents an infringement of laws, regulations or any other stipulations in force and/or are contrary to the accepted principles of morality or public policy;
- e. if the Transaction was realized without prior Authorization;
- f. if the number(s) initialized in the Terminal or Processing Software does/do not correspond with the number(s) provided by AWL;
- g. if the Card Acceptor has delivered cash to the person offering the Card;
- h. if the Card Acceptor has not complied with art. IV.8.

If the Card Acceptor's Internal Account shows a balance to the benefit of AWL, he will be obliged to reimburse this amount immediately, upon AWL's first request. A debit interest shall automatically be charged on this balance amounting to 1% per month, calculated on a day-to-day basis. If AWL requests the Card Acceptor to pay a certain amount and the latter does not immediately pay the amount after the first reminder that is sent to him by registered letter, AWL shall reserve the right to automatically charge a lump-sum compensation of 125 Euros to the Card Acceptor on account of administration costs. In this case, AWL shall also be entitled to immediately terminate the Framework Contract. AWL assumes the right to freeze the Card Acceptor's Internal

Account at any time and for an unlimited period of time, within the scope of any inquiry arising from identified anomalies. If, as a consequence of the Card Acceptor's Internal Account being frozen, payment to the Card Acceptor by AWL is delayed, this cannot be recouped from AWL.

## Section IV.6. Collection of the transaction amount

AWL has the exclusive right to receive payments from the Cardholder with respect to the Transactions that were processed by AWL. The Card Acceptor undertakes not to take any action for collection from the Cardholder without the express authorization from AWL, in writing. If such an authorization is given, the Card Acceptor undertakes to notify AWL of the receipt of any payments with respect to the Transaction, upon receipt thereof.

## Section IV.7. Disputes

The Card Acceptor has a period of 45 calendar days after settlement of the Transaction to report either a non-settlement or an incorrect amount. He irrevocably accepts the balance of his Internal Account as results from the books, once the above period has elapsed (without prejudice to the provisions of Art. IV.5). If AWL has proceeded to debit the Card Acceptor's account in application of Article IV.5, the Card Acceptor shall have 30 days to contest the debit by means of a substantiated letter, sent by registered mail. Once this period has elapsed, the Card Acceptor is assumed to unconditionally accept the balance of his account. If the Cardholder contests a Transaction for a legitimate reason, AWL shall debit the Card Acceptor's Internal Account with the total contested amount. The Card Acceptor undertakes to pay the total amount that is claimed from AWL in case of the Transaction being contested by the Cardholder. If the number of Transactions that are contested by the Cardholders on a monthly basis (per membership number, see Art. IV.4.1), exceeds 1 % of the Transactions submitted by the Card Acceptor to AWL, the latter will inform the Card Acceptor thereof. AWL shall then be entitled to immediately terminate the Framework Contract or to modify the terms and conditions thereof. If the Card Acceptor is confronted with a contested Transaction and has not provided the products and/or services in this respect, the Card Acceptor is to inform AWL thereof.

## Section IV.8. Saving evidentiary documents, Sales Vouchers, Credit Vouchers and summary sheets

According to the operating mode, the Card Acceptor undertakes for at least two years after issue date to save the evidence of the Transaction and of the follow-up of the Transaction data, as well as the evidence of the proper conduct of the operation, as well as the original evidential documents of the orders (fax, correspondence, etc...) and of the deliveries (such as the delivery addresses...).

The Card Acceptor also undertakes, upon AWL's first request, to send a complete and legible copy thereof, within 15 calendar days, to AWL. In case of non-compliance with this obligation on account of the Card Acceptor, AWL reserves the right to debit the Card Acceptor's Internal Account, in accordance with Art. IV. 5.

Therefore, the Card Acceptor is obliged to do the following:

- to make certain of the Cardholder's identity and to perform the primary verifications, prior to forwarding the goods or rendering the service.
- in case of a sale of material goods, to verify the identity or to have it verified at the moment of delivery.

## Chapter V. PUBLICITY

The Card Acceptor shall inform his clients of the fact that the Cards are accepted by mentioning the logos, as provided by AWL, in his catalogues, on his order forms or on his website (payment page and homepage),.... In addition, the Card Acceptor undertakes to obtain a prior written authorization from AWL, if he wishes to produce and/or distribute his own publicity material mentioning the name, the official logo or any reference to the products of Visa, MasterCard, AWL and BCC as a trade mark.

## Chapter VI. MODIFICATION OF THE FRAMEWORK CONTRACT

AWL assumes the right to modify this Framework Contract at any time by sending the Card Acceptor a new version thereof or an Appendix. The Card Acceptor shall have two months to refuse the new conditions, in writing, which will result in the Framework Contract being dissolved. Once the period of two months has elapsed, the Card Acceptor is assumed to have accepted the new conditions. He can request the new version from AWL, free of charge, or consult the same at [www.atosworldline.be](http://www.atosworldline.be).

IN addition, the Card Acceptor shall inform AWL, in writing, within a period of 15 calendar days, of any modification of the legal status, any change in the activity (nature of the offered products or services), address or commercial name. In case of non-compliance with this obligation on account of the Card Acceptor, AWL shall reserve the right to immediately terminate the contract. If the Card Acceptor ceases to accept the Cards, he must inform AWL thereof immediately by registered letter. AWL assumes the right to refuse any modification of the transaction processing method or to make it subject to an adaptation of the Special Membership Conditions.

## Chapter VII. TRANSITION PERIOD

AWL shall never hold any liability on account of its commercial representatives. Therefore, AWL assumes the right to refuse the membership of a Card Acceptor, without having to justify this refusal, within one month of receipt of the Framework Contract by AWL, signed by the Card Acceptor. The refusal of the Framework Contract by AWL must be notified within the above period to the Card Acceptor. During this transition period AWL undertakes to pay any Transactions that were accepted by the Card Acceptor, insofar as the Framework Contract has been complied with.

## Chapter VIII. LIABILITIES OF THE PARTIES

AWL cannot be held liable in case of any direct or indirect damage on account of the Card Acceptor as a result of failure, breakdown, accident or non-compliance with the operating instructions of the Terminal, of the Processing Software, or as a result of AWL not being available. The Card Acceptor bears the full risk of his negligence and intent and is liable for any abuse and fraud, including any fines that may be imposed on AWL by Visa and/or MasterCard, that may be committed by his agents or any other persons whatsoever, when accepting the Card at his point(s) of sale. AWL shall not be held liable for the consequences of any improper or fraudulent use of the Processing Software and, as the case may be, certificate. As soon as the Card Acceptor observes an infringement of the security mechanisms or suspects that he is confronted with an (attempted) swindle or with a fraudulent Cardholder (for example, because of the amount, the quantity, the nature or the origin of the Transactions, a discrepancy in the Cardholder's address, the IP address or e-mail address and the delivery address), he must immediately inform the AWL code 10 line (+32 2 205 85 65) thereof, in order to prevent any additional damage that may occur.

The Card Acceptor shall, and procures that his co-contractors shall, protect the Transaction Data against any form of interception during transmission thereof, as well as with respect to the storage thereof. Certain data, for example those as referred to by the PCI data security standards, should never be saved unprotected/unencrypted : name of the Cardholder, the full Card Number, the expiry date, Authorization Code, the Service Code, date and amount of the Transaction; the CVV2-CVC2 code. Furthermore, storage of all data from the magnetic strip, the CVC2/CVV2/CID and the PIN/PIN Block after Authorization processing, is not allowed, not even in encrypted form. Both the Card Acceptor and his co-contractors shall comply with the specific requirements from AWL, Visa and MasterCard International in this respect. Details regarding these requirements are presented at [www.atosworldline.be](http://www.atosworldline.be). The Card Acceptor undertakes to have taken note thereof and to apply these requirements. The Card Acceptor undertakes to save these data not longer than necessary to execute the transaction and to protect the Transaction data, even after termination of his activity. In addition, the Card Acceptor undertakes, as soon as

he terminates his activity, to destroy the Card Numbers and the data relating to the Transactions realized with these Cards. In no case whatsoever, he is entitled to transfer or sell these to any third party. The Card Acceptor shall be held liable, including any fines and costs that may be imposed on AWL by Visa and/or MasterCard, for the abuse of intercepted data or for any forgeries of cards, if his point of sale was defined as «COMMON PURCHASE POINT» (this is the Card Acceptor's point of sale that was defined as the common point that, prior to the forgery, has served for authentic Transactions or authentic Transaction attempts) with respect to authentic Cards. AWL shall therefore be entitled to debit the Card Acceptor's account with respect to any Transactions realized with forged cards or intercepted data with other Card Acceptors, if one or more of the Card Acceptor's points of sale has/have served as the basis for making forged cards or intercepting data.

AWL does not assume any guarantee or liability regarding the quality of the goods or services delivered by the Card Acceptor. The Card Acceptor shall indemnify AWL against any recourse that may be addressed to the latter on account of the deliveries executed by the Card Acceptor. The Card Acceptor is liable for compliance with the laws and regulations applicable to his activities, and more in particular for compliance with the regulations in force in the field of remote sales. The Card Acceptor shall indemnify AWL in case of claims for recovery in this respect from third parties and/or Cardholders.

The Card Acceptor undertakes to accept Card payments only for the activity as mentioned in the Special Membership Conditions. He shall only accept Transactions for his own account. The Card Acceptor is liable and bears the financial risk for any contestations that are submitted within the scope of sales of the Card Not Present type. The exceptions as described in IV. 4.1.4 are applicable. The obligations contracted by AWL always constitute obligations of means and not obligations of results.

## Chapter IX. DATA PROTECTION LAW

The Card Acceptor undertakes to use any data on the Cardholders that he may acquire during the execution of this Framework Contract, only within the scope of the objectives thereof. He shall have to make sure, by all possible means, that these data are neither known nor intercepted by any third parties.

The Card Acceptor cannot process these data, nor use them for other purposes, nor alienate them to the benefit of any other person, in any form whatsoever. The Card Acceptor is well aware of the fact that any non-compliance with this provision constitutes a violation of the laws on the protection of the privacy of the Cardholders concerned, and shall therefore exclusively bear the consequences of his acts, as well as those of his agents or co-contractors, without AWL assuming any liability in this respect. The personal data regarding the Card Acceptor, as provided by himself or any third party, are registered in one or several files. The controller of these files will be AWL. These data will be used by AWL for the preparation and control of its relationship with the Card Acceptor, for its own commercial use and that of its business partners, and in order to prevent and counter any abuses by itself and its business partners. The Card Acceptor is entitled to be informed of these data. If these are incorrect, incomplete or irrelevant, he can ask for them to be corrected or removed. If a Card Acceptor wishes to assert this right, he can do so by sending a written request, dated, signed and accompanied by the copy of his identity card (front and back), to AWL. At the Belgian Privacy Commission a register is held of all automatic processing of personal data. If the Card Acceptor wants some additional information, he is entitled to consult that register.

## Chapter X. INITIAL DATE AND FINAL DATE OF THE MEMBERSHIP CONTRACT

This Framework Contract enters into force on the date of signature by both parties and is concluded for an unlimited period of time, except if stipulated otherwise in the Special Conditions. This contract can be terminated by the Card Acceptor by means of a written term of notice of two months. However, AWL holds a special right to immediately suspend the Framework Contract and any obligations arising therefrom, including the deduction of payments, at any time and immediately effective or to terminate the contract without any form of compensation, (for example if it no longer has sufficient confidence in the Card

Acceptor, if so required for reasons of payment system security, in case of non-payment or insolvency of the Card Acceptor, in case of any suspicion of fraud, in case of unilateral termination by Visa and/or MasterCard of the licence for the processing of Transactions). Until the Framework Contract is terminated, the Card Acceptor is to fully accept the Card. However, AWL and the Card Acceptor reserve the right to immediately cancel the Framework Contract in case of non-compliance with this Contract by the other party. Any obligations of the parties, created not later than the date of termination of the Framework Contract, shall be maintained after that date. The Framework Contract shall have a binding character for both contracting parties, their successors and dependants. The Card Acceptor shall immediately remove all publicity material and communications with respect to the Visa and MasterCard products, after termination of the Contract. The Card Acceptor shall immediately inform AWL by registered letter and by fax of the termination, for any reason whatsoever, of his activities. Such termination shall automatically and immediately terminate the Framework Contract. Any further acceptance of a Card by the Card Acceptor shall not imply any obligations on account of AWL. Upon modification of the Card Acceptor's legal status or commercial activity (type of product or service offered), AWL shall reserve the right to terminate the Framework Contract. In such case, a new Membership Contract may be drawn up and signed. In default thereof, AWL shall have no obligations if the Card Acceptor accepts any Cards for payment after modification of the legal status.

## **Chapter XI. ANTI-MONEY LAUNDERING LEGISLATION**

In application of the anti-money laundering legislation in force, the Card Acceptor shall perform all acts as requested by AWL, such as presenting a copy of the independent manager director's identity card or the company's articles of association. AWL reserves the right to suspend any payments that the Card Acceptor may be entitled to pursuant to this contract, until the Card Acceptor will have complied with his obligations arising from said legislation, or to terminate the contract. AWL shall send a formal notice to the Card Acceptor prior to suspending the payments or terminating the contract.

## **Chapter XII. JURISDICTION OF THE COURTS**

This Framework Contract is subject to the Belgian laws. If the parties, in case of any difference with respect to this contract, cannot reach an amicable settlement, the courts of Brussels will have jurisdiction.

With respect to any complaints or out-of-court appeal procedures, the Card Acceptor should address the FPS Economy, SMEs, Self-employed and Energy – General Directorate Control and Conciliation – Front Office - NGIII, Koning Albert II-laan 16, 3rd floor, 1000 Brussels.