

# Additional Terms – Terminals

## 1 General

- 1.1 These Additional Terms apply to your use of Terminals provided under the Agreement. We are not liable for any costs, damages or inconvenience caused by Terminals not provided under the Agreement.
- 1.2 Each Terminal is provided to you by us directly or through a Terminal Provider. The use of each Terminal is subject to the Terminal Provider Terms, which are imposed by the Terminal Provider. You must review the Terminal Provider Terms before you use each Terminal. By agreeing to these Additional Terms, you confirm that you have read and accepted all relevant Terminal Provider Terms. An overview of all applicable Terminal Provider Terms can be found on [this website](#). In case there is any inconsistency between these Terms and the Terminal Provider Terms, the Terminal Provider Terms prevail at all times.

## 2 Access, installation and activation

- 2.1 Each Terminal specified in the Merchant Agreement will be sent to you by us or the Terminal Provider within the communicated (indicative) time period. The risk for each ordered Terminal will be borne by us or the Terminal Provider until the moment of delivery, from which moment this risk is transferred to you.
- 2.2 Each Terminal will be installed and/or activated at your premises by the Terminal Provider or yourself, as indicated to you by us or the Terminal Provider. We are not liable for any costs and/or damages incurred by you as a result of the installation of the received Terminals. If you are required to install the received Terminals yourself, you are provided with instructions through the Documentation or otherwise.
- 2.3 You must inspect each received Terminal upon delivery and report any damages and/or defects within seven days to us or the Terminal Provider where relevant. If there are no damages or defects on the received Terminals, you commit to install and activate each of them as soon as possible.

## 3 Use of the Terminals

- 3.1 You must pay the Fees for each Terminal as detailed in the Merchant Agreement.
  - 3.2 You are responsible for ensuring that each Terminal's use strictly complies with the terms outlined in the Agreement, the relevant Terminal Provider Terms, the Applicable Regulations and any additional instructions or guidance that we may provide. Each Terminal may only be employed in connection with the products and/or services offered to your Customers by your company, by the legal entity/entities expressly identified in the Merchant Agreement and solely within the territorial boundaries of the European Union, unless otherwise explicitly agreed upon. Any violation of this article 3.2 gives us to the right to suspend and/or terminate the Agreement with immediate effect.
  - 3.3 You bear sole responsibility for ensuring the proper use and maintenance of each Terminal, which includes keeping them in good working condition, managing, operating and maintaining each Terminal through the (pre-installed) operating system thereon ("TMS"). You must also implement necessary safeguards to prevent unauthorized access. Furthermore, it is your responsibility to ensure a reliable and high-speed internet connection, maintain an adequate battery charge, promptly install all software updates, patches or modifications following their availability, ensure a continuous connection to the TMS and maintain operational status during your standard business hours. If a Terminal contains a(n) (electronic) SIM card, you agree that it may only be used in relation to our Services and you may not remove it under any circumstance.
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- 3.4 You are prohibited from engaging in improper use of each Terminal. Improper use includes exposing the Terminal to extreme conditions, leaving it unattended, making unauthorized modifications or alterations, attempting self-repairs, utilizing non-standard or incompatible consumables, accessories or software in conjunction with it or engaging in any other action that could reasonably be expected to cause damage to the Terminals or negatively affect their life cycle.
- 3.5 You are allowed to personalize the settings of each Terminal according to your specific needs and preferences. Customization options encompass modifications such as language settings and display configurations. However, any further alterations to the software, firmware or hardware of each Terminal are strictly prohibited.
- 3.6 Each Terminal is intended for your personal use, though you may designate specific individuals to operate them on your behalf. Third-party use of each Terminal, as a result of assignment, sublicensing, subletting or (sub)leasing, is only permitted if allowed under the Terminal Provider Terms and with our prior written consent.
- 3.7 We reserve the right to limit, suspend or terminate your access to each Terminal for valid reasons. These reasons may encompass instances of expired certifications, requests or complaints from our partners or Terminal Providers, any breach of the Agreement, Terminal Provider Terms, Applicable Regulations or our instructions.

## Purchase or rent of Terminals

- 3.8 You have the option to rent or purchase Terminals, as specified in the Merchant Agreement.
- 3.9 If you choose to rent a Terminal, you are obligated to pay a monthly Fee for its use, in addition to any one-off Fees for installation and activation, as specified in the Merchant Agreement. If a third party claims ownership of a Terminal, you are obliged to inform them that we or the Terminal Provider retain the ownership rights. We and/or the Terminal Provider have the right to substitute any rented Terminal with devices of similar functionality under certain circumstances, such as when a Terminal's certification has expired. You can also request us to replace your Terminal. Before determining whether to replace a Terminal, we will conduct an inspection. If our inspection determines that it contains defects and/or damages as a result of your use thereof in violation of the Agreement, we may charge you a Fee for inspecting and replacing it. Any replacement of a Terminal is at our sole discretion.
- 3.10 If you opt to purchase a Terminal, you must pay a one-time purchasing Fee in addition to a (periodic or fixed) service Fee, as specified in the Merchant Agreement. The ownership of each Terminal will remain with us or the Terminal Provider until fully paid for. Unless otherwise specified in the Merchant Agreement or required by the Applicable Regulations, no warranties apply to any purchased Terminal. If a warranty is provided, it is at all times limited to the physical components (hardware) of the Terminal only.

## 4 Obligations towards Customers

- 4.1 You must provide fair, clear and non-misleading instructions and assistance to your Customers on the proper use of each Terminal. In addition, you are obliged to ensure that each Customer receives prompt confirmation of successfully executed Transactions through each Terminal. In that regard, you must oversee the completion of each Transaction, thereby ensuring that the Customer is promptly provided with confirmation thereof. At the Customers request, you must provide a(n) (electronic) receipt for every Transaction initiated through the Terminal.

## 5 Support and maintenance

- 5.1 We offer support during business hours in the Netherlands to remotely assist you with issues concerning the use of each Terminal. Our support is limited to general questions with regard to your Terminal. In some cases, your support request may be directed to the Terminal Providers for specialized assistance.
  - 5.2 If you require enhanced support, such as increased availability, quicker responses and/or resolution times, on-site support, specialized troubleshooting or premium service options, supplementary support arrangements can be made with the Terminal Provider. The terms of such additional support, including fees and response/resolution times, will be governed by those separate arrangements and the Terminal Provider Terms.
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- 5.3 Support, service and/or maintenance (whether under a provided warranty or not) do not include any issues, defects or damages resulting from (i) your use of a Terminal in violation of the Agreement and/or the Applicable Regulations or (ii) any aesthetic or cosmetic damages that do not impair the operational functionality of a Terminal.

## 6 Security

- 6.1 Terminals must meet specific certifications, validations and technical requirements to ensure optimal functionality and security, thereby upholding the integrity of Transactions initiated through the Terminals. In this regard, you commit to undertaking all necessary activities to achieve and maintain the aforementioned certifications, validations and technical requirements.
- 6.2 You are obliged to maintain the security and integrity of Payment Instruments. This includes refraining from actions like skimming, card cloning, data interception or any form of unauthorized data collection through the use of a Terminal. In addition, you are prohibited from altering, modifying or tampering with any data present on a Payment Instrument. This encompasses sensitive information such as account numbers, expiration dates, security codes and all other confidential data. Furthermore, you are not permitted to store any sensitive payment card data on the Terminal or any other local device. You are also obligated not to utilize any devices, equipment, software or methodologies to extract, capture, replicate, manipulate, amend or gain unauthorized access to the information contained within any Payment Instruments, unless such action is necessary for Transaction Processing purposes.

## 7 Responsibility and liability

- 7.1 We have no insight or control over your use of each Terminal or any Transactions Processed through it. Therefore, you explicitly assume sole liability for any costs and/or damages resulting from your use of each Terminal. These costs and/or damages may include, but are not limited to, Chargebacks, compliance-related expenses, downtime, loss of profits, regulatory fines, damage to reputation and operational costs. Furthermore, you will indemnify us, in accordance with the Agreement's terms, against any claims, including legal fees, arising from your use of the Terminal or your inability to use them.
- 7.2 External factors, such as connectivity fluctuations, power supply variations and adverse weather conditions may detrimentally impact the functioning of the Terminals. These external factors may result in diminished performance, reduced coverage, compromised reliability or even complete cessation of a Terminal's functionality. We are not liable for any costs and/or damages related to these external factors.
- 7.3 You are solely responsible for the compliance with the Agreement and the Terminal Provider Terms and therefore liable for all costs and/or damages incurred by us due to your non-compliance with the Agreement or the Terminal Provider Terms.

## 8 Irregularities, faults and inspections

- 8.1 You are responsible for consistently monitoring the Terminals for any irregularities. In addition, you must conduct comprehensive inspections of Transaction receipts processed through the Terminals at least once every two business days.
- 8.2 In the event of (i) (material) damages, failures, errors, defects, irregularities or other (technical) anomalies, (ii) (any suspicion of) fraudulent activities, theft and/or loss, (iii) changes to the connection method used for the Terminals (such as changes to phone numbers, IP addresses and so on) and (iv) changes in the location where a Terminal is situated, you must notify us (and where relevant, the Terminal Provider) in writing within 24 hours. In addition, you must take mitigating measures promptly to prevent further costs and/or damages.
- 8.3 You must respond to all requests, such as requests for information, from us or the Terminal Provider in a timely manner. In addition, we retain the right to conduct inspections, perform repairs and provide servicing to the Terminals provided to you. To facilitate these activities, you hereby grant us access to your premises and Merchant Systems. You are responsible for promptly providing us with all pertinent documentation, materials or other relevant information.
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## 9 Term and termination

- 9.1 These Additional Terms are effective from the Effective Date specified in the Merchant Agreement and remain in force for an initial term of one year from this date. Subsequently, these Additional Terms will automatically renew for consecutive 1-year periods unless terminated by either Party. To terminate these Additional Terms, either Party must give notice at least one month before the end of the applicable term. The Parties are permitted to make deviations from this article 9.1 in the Merchant Agreement.
- 9.2 Upon expiration or termination of these Additional Terms and/or the Agreement, your right to use each Terminal ends immediately. Even after expiration or termination, you may still have an obligation to pay the specified Fees as outlined in the Merchant Agreement if a minimum term is agreed upon therein. Furthermore, you are required to return the Terminals to us in proper condition within 30 days. You are responsible for any expenses incurred and the risks associated with the prompt and secure return of the Terminals, strictly following the provided instructions. Failure to comply with the prescribed return instructions grants us the right to take possession of the Terminals.
- 9.3 These Additional Terms will automatically expire or terminate on the moment the Terminal Provider Terms expire or terminate.

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