

TERMS AND CONDITIONS FOR THE PROVISION OF PAYMENT SERVICES



These Terms and Conditions for the provision of Payment Services (hereinafter also referred to as **'Terms and Conditions'**) are issued by **K&H Pénzforgalmi Szolgáltató Kft.**, (name of foreign company K&H Payment Services Ltd.), with its registered office at 1095 Budapest, Lechner Ödön fasor 9, Hungary, EU VAT number: HU17780120, Company registration 01 09 338123 acting through its Belgian branch with its office at Havenlaan 2, 1080 Brussels, Belgium, VAT BE 1014.238.829, with the commercial name KBC Merchant Services (hereinafter referred to as the **'KBC Merchant Services'**). The Terms and Conditions are part of the **Master Agreement for acquiring services (the Framework Agreement)**. The Merchant accepts these Terms and Conditions when signing the Master Agreement for acquiring services.

Unless expressly stated otherwise in the Contract, the following terms shall have the following meaning:

'Account'	The Merchant's business account specified in the Contract for the purpose of settling Transactions and if agreed for the invoicing of fees and charges by KBC Merchant Services. The Account should be held with the Bank if the latter acts as an agent and contracts on behalf of KBC Merchant Services with its customers.
'Acquirer'	KBC Merchant Services
'Acquirer Fee'	The fee paid to the Acquirer
'Application'	The Merchant web application that KBC Merchant Services makes available to Merchants on a standard basis under the Contract. The web application can be accessed via a Merchant Zone.
'Applicable Law'	Means all legislation, acts, decrees and regulations, applicable at the effective date of the Contract to a Party or which becomes applicable after the effective date of the Contract to a Party, including but not limited to data protection laws and regulations such as GDPR, laws and regulations related to payment services, copyright law, competition law, criminal laws, know-your-customer regulations, prevention of money laundering and terrorism financing and marketing, the Regulation (as defined in this Contract), the Rules (as defined in this Contract), any subordinate legislation, such as guidelines and recommendations or any other similar provisions issued by a competent authority, to the extent to which they relate to any aspect of that Party's obligations under this Contract.
'Affiliate'	Shall have the meaning as defined in Article 1:20 of the Belgian Companies and Associations Code.
'Authentication'	The process of verifying the eligibility of a Customer using a Payment Method or a Payment Cardholder to use the Payment Card.
'Authorisation'	The process during which the issuer of the Payment Method, including the Payment Card Issuer's, authorisation to execute the transaction is sought (in particular, verification of the validity of the Payment Card and sufficient funds to conduct the transaction).
'(the) Bank'	KBC Bank NV (with its registered office at Havenlaan 2, 1080 Brussels, Belgium, VAT BE 0462.920.226, RLP Brussels), or CBC Banque SA (with its registered office at Avenue Albert 1er 60, 5000 Namur, Belgium, VAT BE 0403.211.380, RLP Liège - Division Namur, FSMA 017588 A), acting as an agent for KBC Merchant Services when referring its own customers to KBC Merchant Services.
'Business Day'	Any calendar day during Business Hours when either KBC Merchants Services and/or the Banks are open, excluding Saturdays, Sundays, public holidays and bank holidays.
'Business Hours'	Every Business Day from 8.30am to 4.30pm.
'Cardholder'	The holder of a Payment Card.
'Card Scheme'	A company operating an international system that allows the issuance and use of Payment Cards and whose Payment Cards are accepted by KBC Merchant Services.
'Commission'	The total commission charged by KBC Merchant Services to the Merchant related to the Transactions as specified in the Contract or rate card or list published by KBC Merchant Services. Such Commissions include the Interchange Fees that are passed on to the Issuer and which include any Payment Scheme Fees and Acquirer fee.
'Contract'	<p>The 'Master Agreement for acquiring services,' which serves as the contractual Framework Agreement under which K&H Payments Services Ltd, acting through its Belgian branch KBC Merchant Services, agrees to deliver to the Merchant the Payment Services and related products as specified in the Contract Modules. The Framework Agreement consist of:</p> <ul style="list-style-type: none">- the body of the Master Agreement for acquiring services (cover document)- the attached Contract Modules- the Rate card or list- the SEPA Direct Debit (SDD) mandate- these Terms and Conditions for the provision of Payment Services- the Merchant Manual. <p>These documents form the entire Framework Agreement between the Parties regarding the subject matter specified herein.</p>

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'Contract Modules'	The Contract Modules set out the specific services contracted by the Merchant, either related to the provision of Payment Terminals (POS terminals at the Merchants' Place of Business) and/or the acceptance of Payment Methods (such as In-shop, face-to-face acquiring services). They form part of the Contract and are governed by these Terms and Conditions for the provision of Payment Services.
'Customer'	A natural person or legal entity acting as a consumer or a professional who purchases goods/services from the Merchant.
'Documents'	Information/documents related to the Transaction initiated through a Payment Method or by the Payment Card (e.g. receipts from Payment Terminals, sales documents), including information/documents related to the Contract for the sale of goods / provision of services concluded between the Merchant and the Customer (e.g. booking document, order, IP address from which the order was placed) and documents related to the delivery of goods / provision of services to the Customer.
'e-shop'	The web shop through which the Merchant offers goods/services to Customers.
'Fees'	All fees due under this Contract and specified in the rate card/list attached to the Contract, including but not limited to Transaction-related Commissions and the fees related to the selling, renting, Support of the Payment Terminals.
'Force Majeure Event'	Any circumstance not within a Party's reasonable control affecting, preventing or hindering the performance by a Party of its obligations under this Contract arising from acts, events, omissions or non-events beyond its reasonable control, including, without limitation, acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, as well as any other circumstances which are generally assumed by Belgian case law and doctrine being a Force Majeure Event, but excluding strikes of the personnel of either party or non-performance of any subcontractor, failure in KBC Merchant Services supply chain, unless such non-performance by a subcontractor or failure in the supply chain itself is attributable to a Force Majeure event.
'Interchange Fee'	A fee paid for each transaction directly or indirectly (i.e. through a third party) between the issuer and the acquirer involved in a card-based payment transaction as defined in the Regulation.
'Login Credentials'	The Merchant shall authenticate himself when accessing the Merchant Zone through an authenticator app. More information on this means of access can be found in the Merchant Manual.
'Merchant'	Shall mean the natural person or legal entity, acting as a professional (thus not as a consumer), that has contracted with K&H Payment Services Ltd to receive merchant acquiring services. The Merchant is duly identified in the body of the Master Agreement for acquiring services (the cover document).
'Merchant's Place of Business'	The Merchant's point of sale (shop or other place where the Merchant provides goods/services to Customers) where the payment for goods/services is to be enabled under the Contract through the Payment Services agreed in the Contract. Unless otherwise specified in these Terms and Conditions, the e-Shop is also considered a Merchant's place of business.
'Merchant Zone'	Shall mean a web application through which the Merchant can securely access the Payment Services provided by KBC Merchant Services in scope of this Contract.
'PCI-DSS'	Payment Card Industry Data Security Standard – security rules aimed at protecting data in connection with card transactions available at https://www.pcisecuritystandards.org/ .
'Payment Card'	A payment instrument, the operation of which is based on the Rules governing the Card Schemes.
'Payment Methods'	The different methods offered by a Merchant to its Customers to pay for goods and/or services in scope of this Contract. These include but are not limited to Payment Cards and digital wallets (stand alone or embedded in online banking services). The Payment Methods are governed by contractual rules of an operational, technical, functional and legal nature governing the relationship between the Payments Scheme and its members that have been granted a license to participate in the Scheme.
'Payment Scheme'	A company operating a system that allows the issuance and use of Payment Methods, including but not limited to Payment Cards, and whose Payment Methods are accepted by KBC Merchant Services. A current list of The Payment Schemes, including Card Schemes is available at www.merchantservices.kbc.be/ .
'Payment Scheme Fee'	The system usage fee payable to the Payment Schemes (including the Card Schemes) the amount of which is unilaterally set and changed by the Payment Schemes.
'Payment Services'	Shall mean: (i) The provision and Support of Payment Terminals. (ii) The service of accepting the Payment Methods (in a point of sale through Payment Terminals), including the Payment Button, Deferred Payments or any other Payment Method the provision of which has been agreed under the Contract. (iii) The settlement of payment transactions.

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'Payment Terminal'	A technical device enabling the acceptance of Payment Methods for payment for goods/services in the physical world; unless the context indicates otherwise, its accessories and PIN PAD and software shall be deemed to be part of the Payment Terminal.
'Payment Button'	A Payment Method offered by the Merchant in its e-Shop redirecting the Customer to his/her electronic banking application for the initiation of the payment transaction (based on a pre-filled and non-editable payment order) from an account held by a bank.
'Rules'	The rules of the Payment Schemes governing the rights and obligations of the entities participating in the Payment Scheme, in particular Acquirers, Issuers and Merchants, which are available in their current version on the websites of the Payment Schemes (e.g. https://www.visaeurope.com/about-us/policy-and-regulation/veor and https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html).
'Regulation'	Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions, which lays down rules for the negotiation of fees for the acceptance of certain types of Payment Cards.
'Support'	Shall mean the technical maintenance of the Payment Terminals including software updates.
'Transaction'	A payment transaction initiated and settled through the Payment Services.

I. INTRODUCTORY PROVISIONS

General provisions

1. KBC Merchant Services is responsible for the identification of the Merchant in accordance with the Belgian Act of 18 September 2017 on the Prevention of Money Laundering and Financing of Terrorism and on Restricting the Use of Cash. KBC Merchant services remains responsible even if it outsources its identification obligations to the Bank acting as its agent and de facto charged with completing the 'Know your customer' requirements.
2. The Merchant is required to hold an Account at one of the Banks if the Contract is concluded by one of the Banks acting as an agent for KBC Merchant Services. If the Account relationship with the Bank is terminated, the Contract with KBC Merchant Services will automatically be terminated.
3. The Merchant is obliged to allow payment for the goods/services at its Merchant's Place of Business via the agreed Payment Methods.
4. The Merchant undertakes to display in its Merchant's Place of Business which Payment Methods are accepted, and to place the signs/logos of the accepted Payment Methods in prominent places.
5. The Merchant may not accept a Payment Method on behalf of another merchant.
6. The Merchant shall issue a sales receipt for each Transaction when required by Applicable Law, the Rules or at the Customer's request.
7. The Merchant undertakes not to use the Payment Services in relation to goods or services that are illegal or forbidden in the country where the Merchant is located or where the goods or services are to be delivered.
The Merchant may not *inter alia*:
 - (i) Be active in or have relations with any form of illicit trade or any activity that infringes Belgian or European Union law.
 - (ii) Be a heavy polluter or engage in a socially sensitive activity, as specified in the [KBC Group Sustainability Policy Framework](https://www.kbc.com/content/dam/kbccom/doc/sustainability-responsibility/FrameworkPolicies/CSD_KBCGroup_SustainabilityPolicyFramework_EN.pdf). (https://www.kbc.com/content/dam/kbccom/doc/sustainability-responsibility/FrameworkPolicies/CSD_KBCGroup_SustainabilityPolicyFramework_EN.pdf).
 - (iii) Be or have been found guilty of hate/racism, corruption, fraud or money laundering.
 - (iv) Engage in any activities that violate European Union or Belgian embargo legislation.
8. The Merchant undertakes to act in accordance with the provisions of the Contract and in compliance with Applicable Law.
9. The Merchant guarantees throughout the term of the Contract that it has obtained all permits/licenses (if applicable) required by Applicable Law for the activity in connection with which it will use the Payment Services and submit proof to KBC Merchant Services promptly upon KBC Merchant Services' request.

Merchant's information obligation

10. The Merchant shall promptly inform either KBC Merchant Services or the Bank acting as its agent in writing of:
 - a) Any changes in the identification data required by either KBC Merchant Services or the Bank at the conclusion of the Contract, in particular: business name, legal form, its legal representatives, address of the registered office or business premises, telephone or email address, contact persons, Merchant Zone user and the type or nature of the goods/services offered; this obligation shall continue for six months after the termination of the Contract and the Merchant shall duly document the changes to KBC Merchant Services.
 - b) Initiation of insolvency or enforcement proceedings against the Merchant.
 - c) All persons who provide services to the Merchant related to the processing of Transactions under the Contract, where such persons gain access to Payment Card, Payment Methods or card holder data (e.g. downloading electronic data and preparing files for settlement or assistance in providing documentation for claims).
 - d) Any violation of the Rules, whether by the Merchant or by a person providing services to the Merchant pursuant to the preceding bullet point.
 - e) Any event in connection with the Payment Services that may result in the unauthorized deposit of funds in the Customer's account.
 - f) Any change in the Merchant's business model which impacts the Merchant qualification in accordance to the Rules (e.g. payment facilitator, marketplace).
 - g) Any change or intended change of the Merchant's checkout system connected with the Payment Terminal, provided the connection has been

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certified or the certification confirmed by KBC Merchant Services.

- h) Any identified or suspected leakage or misuse of Customer data related to the provision of the Payment Services.
- i) Any failure to (for whatever reason):
 - (i) Properly and timely deliver the ordered goods to the Customer or to provide the ordered service to the Customer
 - (ii) Provide KBC Merchant Services with proof thereof
 - (iii) Refund the amount of the Transaction to the Customer in accordance with KBC Merchant Services' instructions.
- j) Any identified malfunction of the Payment Terminal.

Settlement of Transactions

11. Unless otherwise agreed in the Contract, KBC Merchant Services settles debit (refund, reversal, etc) and credit (purchase etc.) Transactions at D+1 (the next Business Day) with commission and fee plus VAT deduction (Net Settlement) and provides detail per shop, Payment Terminal, Payment Service and Card Scheme basis through a Statement.
The Merchant shall review the Transactions settled by KBC Merchant Services on an ongoing and regular basis, and at least on a monthly basis. The Merchant shall notify each disputed settlement of Transactions, without undue delay in writing (via 'email or via the Application) to KBC Merchant Services and in each case within 30 calendar days.

Sanction screening

12. KBC Merchant Services takes due account of national and international restrictive measures of a financial or economic nature, in particular those issued, enacted, administered or imposed by the United Nations, the European Union, the Kingdom of Belgium and its communities and regions, and – where applicable – also those issued, enacted, administered or imposed by the competent national authorities of other States, including the Office of Financial Sanctions Implementation (OFSI) and/or HM Treasury and/or HM Government, the Office of Foreign Assets Control (OFAC) and/or the US Department of State (hereinafter also referred to as 'Sanctions').
KBC Merchant Services has drawn up its own embargo policy for the products and services it offers, with due account taken of the Sanctions and its responsibility towards society. More information on KBC Merchant Services' embargo policy is provided at www.merchantservices.kbc.be/documents.
The Merchant undertakes when requested to provide KBC Merchant Services with all documents and/or information that KBC Merchant Services deems necessary to assess whether or not a particular transaction is in conflict with the Sanctions or its embargo policy. KBC Merchant Services has the right to impose certain restrictions on both outgoing and incoming transactions, to postpone them or not to execute them whenever they are or may reasonably be regarded as being in conflict with the Sanctions, with KBC Merchant Services' embargo policy or with the embargo policy of another bank involved in executing the transactions or whenever the client fails to comply with KBC Merchant Services' request to provide documents and/or information. In that case, KBC Merchant Services cannot be held liable for any consequences arising from the restrictions imposed, the delays or the non-execution of transactions. If the Merchant submits transactions that are or may reasonably be regarded as being in conflict with the Sanctions or KBC Merchant Services embargo policy, KBC Merchant Services may unilaterally terminate the relationship with the Merchant in whole or in part, without observing a period of notice and without the courts intervening. If Merchants, their assets or economic resources are the subject of Sanctions, KBC Merchant Services can:
- Freeze or impose restrictions on those assets or economic resources while the Sanctions are in force.
- Unilaterally terminate the relationship with the Merchant in whole or in part, without observing a period of notice and without the courts intervening.
KBC Merchant Services cannot be held liable for any consequences arising from the measures it takes based on the Sanctions or its embargo policy.

Merchant complaints

13. KBC Merchant Services will make every possible effort to reply to the Merchants' complaints within an adequate timeframe and at the latest within 15 Business days of receipt of the complaint. In exceptional situations, if the answer cannot be given within 15 Business Days for reasons beyond the control of KBC Merchant Services, it shall be required to send a holding reply, clearly indicating the reasons for a delay in answering to the complaint and specifying the deadline by which the payment service user will receive the final reply. In any event, the deadline for receiving the final reply shall not exceed 35 Business Days. For the avoidance of doubt the time to reply to a complaint will not include the time needed for correction.

Complaints by the Customer and archiving of Documents

14. In the event of a return of goods or a claim for services by the Customer, the Merchant is obliged to return the funds in question only through the Payment Service through which the original Transaction was made (the so-called return transaction) no later than 13 months from the date of settlement of the Transaction. If the amount of the Transaction to be refunded exceeds the equivalent of EUR 500, the Merchant is obliged to contact KBC Merchant Services at support.merchantservices@kbc.be. KBC Merchant Services is not responsible for any exchange rate difference. KBC Merchant Services will automatically debit the amount of the Transaction to be refunded from the Account or reduce the amount of the Transaction to be settled by it.
15. For the purpose of claims, the Merchant is obliged to retain the Documents, either paper-based (with Customer's handwritten signature) or electronic, related to the Transaction for five years as from the settlement date. The Merchant is obliged to provide the Documents at KBC Merchant Services' first request within three Business Days from the date of the request. The obligation does not apply to the electronic Documents that are archived by KBC Merchant Services in the Application.
All Documents shall be either in Dutch, French, German or English. If not, KBC Merchant Services is entitled to request their translation at the Merchant's cost. If the Documents contain sensitive personal data (e.g. health data), the Merchant shall anonymise such data before providing the Documents to KBC Merchant Services. If the Merchant fails to do so, KBC Merchant Services may refuse the Documents, in which case the Merchant shall be deemed to have failed to fulfil its obligation to provide the Documents. The Merchant shall send all requested Documents and related communications to the email address: support.merchantservices@kbc.be

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The Merchant acknowledges that:

- a) KBC Merchant Services shall be entitled to provide the Documents to the relevant Payment Scheme or Payment Card issuer or issuer of the Payment method when handling a claim.
- b) If the Merchant fails to submit the Documents or does not submit them in a proper and timely manner the claim or dispute will be settled against the Merchant.
- c) KBC Merchant Services shall provide the Documents to the public authorities where required by Applicable Law.

Within the three Business Days, as set out above, the Merchant is obliged to provide at KBC Merchant Services request, any other assistance necessary for the proper performance of the Contract (in particular in connection with the investigation of claims). Failure to provide such assistance shall result in the resolution of the claim to the detriment of the Merchant.

16. KBC Merchant Services shall decide on the acceptance of a claim related to a Transaction submitted by the Cardholder, the card issuer, issuer of the Payment Method or the Payment Scheme.
17. KBC Merchant Services shall:
 - (a) Initiate a direct debit transaction for the amount of the successfully claimed Transaction and the chargeback fee or the fee related to the claim, if any; or
 - (b) Deduct the amount of the successfully claimed Transaction and the chargeback fee or the fee related to the claim, if any, from the amount to be settled.If neither (a) nor (b) are possible, the Merchant shall reimburse KBC Merchant Services without undue delay and in each case within five Business Days from KBC Merchants Services request.

Statements

18. Unless otherwise defined in the Contract, KBC Merchant Services shall provide the Merchant with a daily, detailed PDF statement of settled transactions, as agreed in the Contract. KBC Merchant Services will make the statement available through the Application.

II. ACCEPTANCE OF PAYMENT METHODS (including PAYMENT CARDS)

1. The provisions governing the acceptance of Payment Cards shall apply mutatis mutandis to other Payment Methods, provided that their nature allows it and that the Terms and Conditions do not contain special provisions for a given Payment Method.
2. Unless expressly stated otherwise or unless it is clear from the context that the arrangement applies to the acceptance of Payment Methods only through the Payment Terminals, the arrangements in this Article shall apply to the acceptance of Payment Methods through the Payment Terminals.
3. The Merchant undertakes to comply with the relevant Rules in connection with the acceptance of Payment Methods.
4. KBC Merchant Services, in the context of accepting Payment Methods, provides (i) Authentication, Authorisation if required by the Payment Scheme and (ii) settlement of Transactions initiated by Payment Methods for the benefit of the Account.
5. KBC Merchant Services shall not be obliged to settle Transactions for which Authentication or Authorisation has not been carried out correctly.
6. The Merchant can only access the Application in the Merchant Zone by authenticating itself through Login Credentials.
7. KBC Merchant Services shall not offer a multicurrency settlement, and shall thus not be obliged to process and settle a Transaction in a currency other than EUR.
8. The Merchant is not obliged to accept all Payment Methods of all Payment Schemes. The Merchant is obliged to inform the Customers about the non-acceptance of certain Payment Methods in a clear and unambiguous manner in a visible place at the entrance to the Merchant's Place of Business, including the e-Shop.
9. The Merchant is obliged to familiarize itself with the PCI-DSS and to comply with the rules set out therein, in particular to take all necessary measures to prevent the leakage or misuse of data about Customers holders of Payment Methods.
 - a) In connection with the above, the Merchant shall in particular:
 - i. Meet the requirements according to the level to which it has been classified on the basis of the criteria; the level shall be communicated to the Merchant in writing by KBC Merchant Services upon request.
 - ii. Ensure that third parties that process, store or transmit Cardholder data are PCI-DSS compliant. Prior to entering into a Contract between the Merchant and such third party, KBC Merchant Services will conduct an assessment of the third party by completing a specified questionnaire (PCI-DSS Self-Assessment Questionnaire), and the third party must comply with all items of the questionnaire.
 - iii. Enable KBC Merchant Services or the Payment Schemes, as the case may be, to monitor compliance with the PCI-DSS.
 - iv. Provide information to KBC Merchant Services on request regarding the measures taken to prevent data leaks.All costs of complying with the obligations set out in this clause shall be borne by the Merchant.
 - b) The Merchant acknowledges that KBC Merchant Services may incur damages as a result of failure to ensure compliance with PCI-DSS or leakage of Customer data. The Merchant shall be fully responsible for any misuse of Payment Method and Cardholder data.
 - c) The Merchant undertakes not to collect or retain Payment Method or Cardholder data for its own purposes and not to pass such data to third parties.
10. To resolve any disputes arising from a breach of the Regulation, the Merchant can file a claim with:
 - the Ombudsman for financial services [Ombudsfijn, North Gate II, Koning Albert II-laan 8, PO Box 2, 1000 Brussels, telephone 02 545 77 70, 'email: ombudsman@ombudsfijn.be, website: www.ombudsfijn.be] and
 - the General Directorate for Oversight and Mediation (Algemene Directie Economische Inspectie) at the Federal Public Service – Economy, SMEs, the Self-Employed & Energy, NGIII, Koning Albert II-laan 16, Third floor, 1000 Brussels (telephone: + 32 800 120 33 ; 'email: eco.inspec.f0@economie.fgov.be. Forms can be downloaded from <http://economie.fgov.be>.
11. The Merchant is obliged to submit Transactions to KBC Merchant Services for processing within the time limits set out in the Applicable Law and the Rules (which vary according to the Payment Scheme and the type of Transaction but may not exceed 30 calendar days for any type of Transaction). Transactions submitted to KBC Merchant Services after the expiry of these time limits may be subject to claims by Cardholders.
12. KBC Merchant Services is entitled to refuse the settlement of a Transaction if the Documents do not meet the contractual requirements (e.g. Documents that are incomplete or contain an illegible imprint of the Payment Card or its issue date).
13. The Merchant undertakes :
 - a) Not to accept Payment Methods for Transactions, nor submit such Transactions to KBC Merchant Services for settlement if these Transactions:

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- i. Are not compliant with Applicable Law
 - ii. Have not been authorised by the Payment Card issuer or issuer of the Payment Method
 - iii. Are fraudulent
 - iv. Have been previously disputed by the Bank or KBC Merchant Services
 - v. Do not originate in an underlying legal relationship between the Payment Cardholder and the Merchant (e.g. a purchase agreement).
- b) Not to add tax to the amount of the Transaction unless required by Applicable Law (in which case the tax must be added to the amount of the Transaction and must not form a separate Transaction).
 - c) Not to pay out cash to the Cardholder.
 - d) Not to require the Cardholder to provide its account number, other account details or the expiry date of the Payment Card, except where the Merchant Manual indicates that this is expressly required or permitted.
 - e) Not to make acceptance of a Payment Method conditional on the minimum or maximum amount of a Transaction.
 - f) If the Merchant uses a service provider that accesses Payment Card data or Cardholder data, the Merchant must ensure that the service provider is certified for PCI-DSS compliance and provide evidence of this fact to KBC Merchant Services upon its request without undue delay.
 - g) To refrain from any activity that could compromise KBC Merchant Services, the Bank's or the Payment Schemes' systems or damage their reputation.

III. PROVISION OF PAYMENT TERMINALS

1. These provisions apply if KBC Merchant Services provides Payment Terminals and the related Payment Services to the Merchant. In the event of a conflict between the various parts of the Terms and Conditions and the articles under heading III, [the articles under heading III](#) shall prevail with regard to the provision of Payment Terminals.
2. The number of Payment Terminals and the delivery are specified in the Contract and more specifically in the 'In-shop Terminals' Contract Module.
3. KBC Merchant Services shall provide the following services:
 - a) Unless agreed otherwise, the installation of the Payment Terminals (or handover of shipment of Payment Terminals) shall take place within 20 Business Days from the effective date of the Contract provided that the total number of Payment Terminals does not exceed 10 units in the case of conventional Payment Terminals (mobile and stationary); In case of a higher number of Payment Terminals the installation period will be agreed with the Merchant.
 - b) Call centre.
4. KBC Merchant Services shall provide the Merchant with the Payment Terminal fit for purpose. In case of installation by a technician, the Merchant shall be required to sign an installation report which confirms that at the time of its receipt the Payment Terminal was
 - (a) in good working order and fit for purpose, and
 - (b) that the Merchant has been instructed on how to use it.Any employee of the Merchant present at the Merchant's premises is authorised to receive the Payment Terminal and sign the installation report.
5. As from the signature date of the installation report or handover of shipment of the Payment Terminals, the Merchant assumes all responsibility for the Payment Terminal.
6. KBC Merchant Services undertakes to maintain the Payment Terminals in a condition fit for proper use throughout the term of the Contract.
7. KBC Merchant Services is entitled to:
 - a) Unilaterally make changes to the software of the Payment Terminals.
 - b) Check their condition and location.
 - c) Choose, in the event of a defective Payment Terminal, either to replace the Payment Terminal with a Payment Terminal of the same type or to replace said terminal with a Payment Terminal having the same functionalities (which may be of a new generation) or to repair it. The Merchant accepts that the Payment Terminal used as replacement is not necessarily new.
 - d) Take photos or ask the Merchant to take a photo and send it to KBC Merchant Service of the Merchant's premises where the Payment Terminal is or must be installed.
8. The Merchant undertakes:
 - a) If the Merchants asks the installation of the Payment Terminal to be done by a technician (and not via courier delivery) he shall provide in advance the technical conditions for the installation and allow access to its premises to KBC Merchant Services employees or the employees of the service company's designated by KBC Merchant Services who will carry out the installation and allow them to take photos to prove that the Merchant effectively offers goods and services at these premises, and which range of goods or services. If not possible (e.g. because the goods in the newly opened premises are not yet stocked), the installation will not take place, and the Merchant undertakes to pay the costs of the technician's unsuccessful trip according to the rate card.
 - b) To take all necessary measures to protect KBC Merchant Services or its third-party provider's intellectual and industrial property rights. Merchant must ensure that all property notices, such as KBC Merchant Services' logo on the Payment Terminals are clearly visible and maintained in good condition. Merchant shall not make any modifications or interventions to the Payment Terminal, not decompile or make copies of its software or otherwise interfere with it.
 - c) Not to operate any other applications on the Payment Terminal than those specified in the Contract without KBC Merchant Services' prior written consent and to use the Payment Terminal only in accordance with the Contract, in particular the Merchant Manual. Accept only Payment Cards and authorized Payment Methods via the Payment Terminal.
 - d) Indemnify KBC Merchant Services and the Bank against any damage incurred by them, the Cardholder or any third party due to unprofessional or unauthorised handling of the Payment Terminal.
 - e) In case of damage or other deterioration of the Payment Terminal, contact KBC Merchant Services or its designated service company without delay;
 - f) Allow KBC Merchant Services to perform the Support of the Payment Terminal in accordance with the Merchant Manual and provide the necessary assistance to the service company designated by KBC Merchant Services for this purpose.
 - g) To order a service company designated by KBC Merchant Services to repair any defects, damage or any depreciation of the Payment Terminal; If the damage is caused by the Merchant's staff, a third party or the use of the Payment Terminal in violation of the Contract, the Merchant shall bear the costs of repairing the Payment Terminal, according to the price list included in the rate card.
 - h) To procure operating materials (e.g. printer rolls) at its own expense.
 - i) In the event of loss or theft of the Payment Terminal, to immediately notify KBC Merchant Services at +32 2 303 32 32, and confirm this in writing within 24 hours. The Merchant undertakes to lodge a complaint with the Police and send a copy of the report to KBC Merchant Services.

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Merchant Services

- j) Not to put the Payment Terminal out of operation and not to operate it outside the territory of Belgium without KBC Merchant Services prior written consent (unless explicitly specified otherwise in the Contract).
 - k) to allow KBC Merchant Services to deactivate and uninstall the rented Payment Terminal during Business Hours on Business Days in each of the following cases:
 - (i) at KBC Merchant Services request:
 - i. If the Contract has been terminated
 - ii. In case of replacement of the Payment Terminal
 - iii. Due to the closure of Merchants' Place of Business
 - iv. If no Transaction has been made through the Payment Terminal for a period of three (3) consecutive calendar months.
 - (ii) At Merchants' request.

The rented Payment Terminal must be returned no later than one (1) month after the request or termination of the Contract or relevant Contract Module.
 - l) Not to use the Payment Terminal to accept Payment Cards or other Payment Methods as from the termination of the Contract.
9. In the event that the Merchant buys the Payment Terminal, the Merchant shall subscribe and will maintain in force a Payment Terminal Support package for as long as the Payment Terminal is operational under the Contract.

IV. FINAL ARRANGEMENTS

Subcontracting

1. KBC Merchant Services will at all times remain fully responsible for its subcontractors and agents. In each case, subcontracting may in no circumstances detract from the fact that KBC Merchant Services remains fully liable and bears the full responsibility at any point for the correct execution of its obligations under the Contract, it being understood that:
- (i) The fulfilment by a subcontractor of any such obligation shall equally constitute a fulfilment by KBC Merchant Services vis-à-vis the Merchant.
 - (ii) KBC Merchant Services shall be excused in case of a Force Majeure event affecting its subcontractor to the same extent as if KBC Merchant Services itself was affected by that Force Majeure event.

Claims against the Bank(s)

2. Unless expressly stated otherwise in these Terms and Conditions for the provision of Payment Services, the Merchant has not a direct claim against the Banks in the event of loss or damage. The Merchant must in all cases revert to KBC Merchant Services.

Liability and Indemnification

3. If KBC Merchant Services incurs damage as a result of the Merchant's breach of any obligation under the Contract (e.g. as a result of a legitimate Transaction claim, payment of a penalty imposed by the Payment Scheme or a competent public authority), the Merchant undertakes to compensate KBC Merchant Services for such damage within five working days of being requested to do so by KBC Merchant Services.
4. Both KBC Merchant Services and the Merchant shall be exempt from the obligation to compensate for the damage if it proves that it was prevented from fulfilling its obligation due to a Force Majeure Event, and provided that the non-performing party has used all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Contract and has duly notified the other party of the nature of the Force Majeure Event, the date and time at which the Force Majeure started and the estimated effects on the ability to perform its obligations under the Contract.
5. Both KBC Merchant Services and the Merchant shall be liable for any direct damages incurred by such other party as a result of the breaching party's failure to perform its obligations under this Contract.
Except in cases of fraudulent or intentional harm, the parties' liability in relation to this Contract shall under no circumstances lead to any compensation for indirect damage of a financial, commercial nature or any other kind, such as time loss, loss of earnings, loss of profits, increase in general overheads, disruption of business, reputation or expected savings.
Except in cases of fraudulent or intentional harm, the amount of damages for which KBC Merchant Services may be held liable vis-à-vis the Merchant under this Contract in respect of all claims whether in Contract, tort or otherwise shall (i) not exceed the amount of EUR 500 per event and (ii) shall not exceed the total amount of EUR 1000 for all cumulative events arising in one single year.

Contractual penalties

6. The Merchant undertakes to pay KBC Merchant Services a contractual penalty of five hundred euros [EUR 500] for each rented Payment Terminal which it fails to uninstall in accordance with the Contract or which it fails to return to KBC Merchant Services within one (1) month after termination of the Contract or the relevant Contract Module in accordance with clause III. 8.
7. KBC Merchant Services shall be entitled to charge (pass on to) the Merchant the contractual penalties set and claimed by the Payment Schemes if such penalties were caused by the Merchant.
8. Payment of the contractual penalty shall not affect KBC Merchant Services right to compensation.
9. The contractual penalty will be notified to the Merchant. Where possible, this amount will be offset against the amount of the Transactions to be settled in favour of the Merchant. If not, the Merchant will pay the amount due within 15 calendar days of notification by KBC Merchant Services.

Consequences of breach of the Contract

10. KBC Merchant Services is entitled to terminate the Contract in accordance with Article 36.2 (c) and/or immediately block the Payment Terminal in each of the following cases:

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Merchant Services

- a) The Cardholder or user of a Payment Method, the Payment Card or Payment Method Issuer or the Payment Scheme raises a complaint due to the fact that the Merchant repeatedly refuses to accept a Payment Card or other authorised Payment Method above or below a certain amount of the Transaction.
- b) The Merchant, upon KBC Merchant Services' request, fails to prove the participation of the authorised Payment Cardholder in the initiation of the Transaction.
- c) The Merchant breaches its information obligation under this Contract.
- d) The Merchant fails to provide KBC Merchant Services with the requested Documents in a proper and timely manner or fails to cooperate with KBC Merchant Services in particular when handling Cardholder claims.
- e) The Merchant is suspected of illegal activities.
- f) On instruction of the Payment Scheme.
- g) The Merchant commits fraud.

In the event that a Transaction has already been settled and only subsequently any of the facts mentioned above come to light, KBC Merchant Services shall be entitled to satisfy the claim corresponding to such Transaction within the framework of the normal settlement of Transactions or by direct debit from the Account.

Set-off

11. KBC Merchant Services shall be entitled to set off any of its due claims against the Merchant arising under the Contract.

Communication

12. Unless otherwise agreed, the rules set out in this section shall apply to communications between KBC Merchant Services and the Merchant. Notices and any communications under or in connection with this Contract shall be made in writing ('email or electronic messaging via the Application), in the language specified in the Contract and delivered to the Party due to receive the notice at the address specified in the Contract. KBC Merchant Services sends messages to the Merchant in paper form to the address of the Merchant's registered office/place of business specified in the Contract or to another agreed address (the agreed address cannot be a PO BOX) and email messages to the addresses provided by the Merchant or through which the Merchant has communicated with KBC Merchant Services. The Merchant is obliged to ensure that the messages are received at the above addresses (within this framework, the Merchant is obliged, inter alia, to have a properly marked mailbox and to check the capacity of the mailbox to enable the receipt of the messages).
13. KBC Merchant Services is entitled to communicate with the Merchant through the Application. The Merchant is obliged to consult any communication in the Application at least once a week.
14. KBC Merchant Services is entitled to use at its sole discretion any of the Merchant's contact details and the above-mentioned communication channels.
15. The Merchant shall send any communication to the following addresses:
 - If sent by courier (hard copy): to KBC Merchant Services at the address specified in the header of the Contract.
 - If by email: to support.merchantservices@kbc.be.
16. The Parties hereby agree that where the use of electronic messages is allowed, they shall:
 - (i) Be bound by the contents of email messages or electronic messages sent through the Application whether or not such messages are signed with an electronic signature.
 - (ii) accord emails with the same evidential value as signed, written, paper-based messages. Emails and other electronic messages sent through the Application shall be admissible in court as evidence of the facts or legal acts contained therein.
17. For documents submitted to KBC Merchant Services in a language other than Dutch, French, German or English, KBC Merchant Services is entitled to request the Merchant to provide an official translation at the Merchant's expense. KBC Merchant Services shall not be liable for any delay in the execution of a service or order due to the need to translate a document.
18. In the case of documents addressed to KBC Merchant Services and containing the signature of a person acting for the Merchant, KBC Merchant Services shall be entitled to require the signature to be verified by its employees or to have it officially verified.

Bank secrecy and processing of personal data

19. K&H Payment Services Korlátolt Felelősségű Társaság, of which KBC Merchant Services is a branch, will act as data controller responsible for the processing of personal data. It shall process personal data in accordance with the applicable data protection legislation. Accordingly, it shall manage the personal data of the natural persons associated with the Merchant (hereinafter referred to as 'Data Subjects') in compliance with 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 (hereinafter referred to as 'GDPR') and relevant Belgian legislation.
20. K&H Payment Services will only process personal data when it has a valid purpose and legal basis for such processing, as detailed in its Privacy Statement. The Privacy Statement can be found at www.merchantservices.kbc.be/documents.
21. The Merchant who communicates data of other individuals to K&H Payment Services undertakes to do so only to the extent that it is lawful to do so, and the individuals concerned have sufficient prior notice and, if necessary, consent to this processing. This also applies, for example, to companies and legal entities, or their representatives, which communicate to K&H Payment Services data of individuals associated with them (such as representatives, beneficial owners, contact persons). The Merchant therefore indemnifies K&H Payment Services against all claims in this respect. In addition, the Merchant shall inform the individuals concerned about the processing of their personal data by K&H Payment Services, for example by communicating to them the privacy statement.
22. In accordance with the requirements formulated in the AML Act, K&H Payment Services shall retain the personal data of Data Subjects for a period of ten years after the termination of the Agreement.
23. Data subjects involved in any processing activity of K&H Payment Services can invoke their data subject rights. They may:
 - Request information about the processing of their personal data.
 - Request the rectification of their personal data and, except in the case of data processing ordered by legislation, the erasure of their personal data.
 - Object to the processing of their personal data if such processing is based on legitimate interest.
 - Go to court in the event of a breach of their rights.
24. K&H Payment Services shall be entitled to forward the data of the data subject to other third parties when necessary to comply with the law or when deemed necessary for business operations. Such transfers of data will be communicated in the privacy statement.
25. The Merchant agrees that during the term of the Contract, the Merchant's name, logo, registered office/place of business and ID number may be included in the KBC Merchant Services' materials as a reference for cooperation in the field of acceptance of Payment Methods, including Payment Cards and provision of related services, statistical and other reports and that K&H Payment Services is entitled to transfer such data, including anonymised information on the Merchant's turnover, to Payment Schemes. K&H Payment Services is also entitled to disclose, to the extent necessary, data about the Contract and the Merchant to an insurance company for the purpose of making a claim arising in connection with the Contract (in particular in the event of

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damage due to a failure).

26. K&H Payment Services may outsource to another organisation the execution of specific activities that entail the management, processing or storage of data, in accordance with the data protection requirements.

Supervisory authority

27. The regulator or authority supervising **K&H Pénzforgalmi Szolgáltató Kft.** (K&H Payment Services Kft.) is the Hungarian National Bank. The activities of the Belgian branch KBC Merchant Services are supervised by both the Hungarian National Bank and the National Bank of Belgium.

Applicable Law and dispute resolution

28. The Contract, including these Terms and Conditions of the provision of Payment Services, shall be governed by the laws of Belgium and any disputes arising from it shall be settled by the courts of Brussels.

Language of these Terms and Conditions

29. These Terms and Conditions are available in Dutch, French, German and English. In the event of a discrepancy among the different versions the Dutch version shall prevail.

Transfer of the Contract and change of control

30. The Merchant may not transfer the Contract without the prior written consent of KBC Merchant Services .

Subject to prior notice, KBC Merchant Services may transfer all or part of the Contract to an Affiliate or a third-party provider.

If an Affiliate of KBC Merchant Services or a third party acquires either control of KBC Merchant Services or all or substantially all of KBC Merchant Services' assets, the Merchant agrees that the new entity shall have the right to continue providing the services covered by this Contract under the same conditions stipulated in this Contract.

Amendment of the Contract

31. KBC Merchant Services reserves the right to amend the provisions of the Contract, including these Terms and Conditions and the fees due under the Contract. Any amendments will be notified to the Merchant at least one month before the date of entry into force of the amendment. If the Merchant does not reject the proposed amendment in writing by the date of its intended effectiveness, he shall be deemed to have accepted the change. The Merchant who does not accept the proposed change has the right to terminate the Contract with immediate effect. If the Contract is concluded between the date on which KBC Merchant Services publishes a proposal to amend the Contract (in particular the Terms and Conditions) within the meaning of this clause and the effective date of the amendment, the relevant provision shall become part of the Contract in its amended form on the effective date of the amendment. In this case, by signing the Contract, the Merchant confirms that it has become aware of the published amendments prior to its conclusion.

The Merchant acknowledges and agrees that KBC Merchant Services reserves the right to index the Fees payable under this Contract and to adjust them in function of, but not limited to, changes in the Payment Scheme Fees, changes to the Interchange Fee in accordance with the Regulation. These changes shall be notified and become applicable as set out above in this Article.

To the extent allowed by KBC Merchant Services, the Merchant may propose to KBC Merchant Services to change the Contract (in particular the Parameters) via the Application. The effectiveness of such change is subject to KBC Merchant Services acceptance of the proposal by any of the methods set out below:

- i. By sending a message via the Application
- ii. By sending a message to the Merchant's contact address (including email address)
- iii. By making the requested change.

Fees and invoicing

32. The Merchant shall pay the Fees as set out in the rate cards and the Contract Modules.

32.1 Transaction-related Commissions:

- a) For net settlement: all Commissions plus the daily calculated VAT are deducted from the daily payouts whenever possible. If any such Commissions cannot be deducted from the daily payouts for a period of 10 days, then the open amount is invoiced to the Merchant and payment is requested via the existing SEPA Direct Debit (SDD) mandate. Commission and VAT are presented in a proforma invoice on a monthly basis.
- b) For gross settlement: all Commissions plus the monthly calculated VAT are invoiced at the first business day of the month for the full previous month and payment is requested via the existing SEPA Direct Debit (SDD) mandate.

32.2 Payment Terminal and Support-related fees:

- a) Rents and Support-related fees are invoiced at the start of every month and cover the previous month. KBC Merchant Services will collect the amounts due by direct debit to which the Merchant has agreed by signing the SEPA Direct Debit (SDD) mandate as set out in clause 33.
- b) If payment of these invoiced amounts cannot be collected via a SEPA Direct Debit (SDD) mandate, then KBC Merchant Services reserves the right to deduct the invoice amount(s) from the daily payout of the Transactions.

33. SEPA Direct Debit (SDD) mandate

The Merchant is obliged to sign a SEPA Direct Debit mandate which forms an integral part of the Contract. The Merchants' Account will be debited on the fifth [5] Business Day following the invoice date.

34. KBC Merchant Services will make the invoice available through the Application.

35. Payment after the due date shall entitle KBC Merchant Services to late-payment interest in accordance with the Law of 2 August of 2002 on combatting late payment in commercial transactions on all undisputed amounts provided that the Merchant has been notified hereof and provided that payment has not occurred by such date.

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Term and termination of the Contract

36. Term and termination of the Contract

36.1 Coming into force and duration

The Master Agreement for acquiring services, which serves as the contractual Framework Agreement enters into force at its signature date (signature date of the Master Agreement for acquiring services cover document). Subject to the termination rights set out in these Terms and Conditions for the provision of Payment Services it remains valid for an indefinite period.

The Contract Modules shall come into force at their signature date. Subject to the termination rights set out in clause 36.2 of these Terms and Conditions for the provision of Payment Services, each Contract Module shall be agreed for a minimum period of twelve (12) months ('Initial Term').

Unless terminated in accordance with clause 36.2, each Contract Module shall remain valid for an indefinite period after the expiry of the Initial Term.

36.2 Termination:

a) Termination of the Contract (Framework Agreement):

Without prejudice to clause 36.2 (b) and (c) the Framework Agreement can be terminated **by KBC Merchant Services** by providing one (1) month prior written notice provided that KBC Merchant Services shall not be entitled to terminate the Master Agreement for acquiring services (cover document) as long as the Initial Term of the Contract Module(s) has not been terminated or expired.

Without prejudice to clause 36.2 (b) and (c) the Framework Agreement can be terminated **by the Merchant** by providing one (1) month prior written notice starting on the first calendar day of the month following the date of sending the termination notice, and provided that the Merchant shall not be entitled to terminate the Master Agreement for acquiring services (cover document) as long as the Initial Term of the Contract Module(s) has not been terminated or expired.

The termination of the Master Agreement for acquiring services (Framework Agreement) after the Initial Term of each of the Contract Modules will end all Contract Modules accordingly.

Also, the Parties agree that the Master Agreement for acquiring services (Framework Agreement) will be considered terminated automatically if all Contract Modules are terminated, and in other words, the Merchant no longer requests/purchases any Payment Services or Payment Terminals.

b) Termination of the Contract Modules

Without prejudice to clause 36.2 (c), a Contract Module can only be terminated by the end of or after the expiry of the Initial term **by KBC Merchant Services or the Merchant** providing one (1) month prior written notice starting on the first calendar day of the month following the date of sending the termination notice.

If the Merchant terminates a Contract Module for renting a Payment Terminal during the 12-month Initial Term this will be considered a breach and the Merchant shall be required to pay a termination fee equal to the rental amount due for the remaining Initial Term (i.e. if the Merchant terminates the Contract Module in the ninth month, it will still owe a fee equal to three months of rent).

If the Merchant terminates a Contract Module for the Support of a purchased Payment Terminal during its 12-month Initial Term, this will be considered a breach and the Merchant shall be required to pay a termination fee equal to the support fee due for the remaining Initial Term.

These provisions are without prejudice to any other damages due that would be claimed under this Agreement.

The termination of one Contract Module will only have effect regarding this specific Contract Module and does not affect (i) the Framework Agreement and its Schedules or (ii) the other Contract Modules, if any.

c) Termination for cause:

- i. Each Party may terminate the Contract wholly or partially (e.g. one or more Contract Modules) with immediate effect without any intervention of the courts and without a termination fee if the other Party commits a material breach of the Contract which – if there was possibility to remedy – has not been remedied within seven (7) calendar days of receipt of written notice specifying the breach and requiring it to be remedied. For the purposes of this Article 36(c), several minor breaches together shall also constitute a material breach.
- ii. KBC Merchant Services can terminate the Contract wholly or partially (e.g. one or more Contract Modules) with immediate effect without any intervention of the courts and without a termination fee for any of the reasons set out below:
 - Insolvency proceedings have been commenced against the Merchant or if an order is made or a resolution passed for the liquidation, administration, winding-up or dissolution of the Merchant.
 - Repeated legitimate claims against the Merchant by Cardholders, user of other authorised Payment Methods, their issuers or Payment Schemes.
 - The Merchant's activities are in breach of Applicable Law or could cause reputational damage to KBC Merchant Services or the Payment Schemes.
 - KBC Merchant Services suspects fraudulent conduct by the Merchant.
 - The Merchant has left the last known Merchant's Place of Business without prior notice to KBC Merchant Services.

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- No Transaction has been settled under the Contract for more than three (3) consecutive calendar months.
- Where the Bank acts as an agent for KBC Merchant Services, if the Merchants' Account or client-relationship with the Bank is terminated.

iii. The Parties agree that the Contract will terminate with immediate effect and without any intervention of the courts upon the death of a Merchant natural person.

37. The termination of the Contract does not extinguish KBC Merchant Services' rights against the Merchant related to the Transactions initiated during its term, in particular the right to payment of Fees and the right to payment of successfully claimed Transactions.

38. In the event of termination of the Contract, the Merchant is obliged to immediately remove all signs related to KBC Merchant Services and the Contract. In the event of termination of a Contract Module related to the renting of a Payment Terminal or Support of a purchased Payment Terminal the Merchant is obliged to immediately remove all signs related to KBC Merchant Services for the Payment Terminal(s) in scope.

Effective Date of the Terms and Conditions

39. These Terms and Conditions were issued on 01/06/2025.