



# Supplementary General Terms and Conditions

January 2017

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CCV Belgium  
NV/SA

[www.ccvonline.be](http://www.ccvonline.be)

let's make  
payment  
happen



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# Supplementary General Terms and Conditions of CCV for Payment Methods

In supplement to and, if necessary, in deviation from the provisions in the General Terms and Conditions of CCV, the following conditions apply for the use of Payment Methods, which conditions are referred to hereafter as: "AAV CCV".

## 1. Applicability

- 1.1. The provisions of this chapter apply if and insofar as CCV (and/or a third party acting on its behalf) provides the Transmission of payment transactions for the Client.

## 2. Supplementary definitions

- 2.1. In supplement to the provisions in the General Terms and Conditions, the following definitions apply:
  - a. **Account Holder:** a person who is authorised to use a particular Payment Method granted to him or her;
  - b. **Acquirer:** the institution that receives and handles electronic payments of Clients by asking for confirmations of authorisation requests to the Account Holders Issuers. CCV is an intermediary in this context;
  - c. **Authorisation:** the process in which an Account Holder gives permission for the use of a Payment Method and an Issuer, in case of a positive result of an authorisation request, warrants the Payment to an Acquirer in the context of the purchase of a product or service from the Client. An Authorisation includes a verification of the availability of sufficient funds and the entitlement of the Account Holder to use the Payment Method;
  - d. **Bank Account:** the IBAN specified by the Client into which CCV disburses payments it has received;
  - e. **Certification Agreement:** the agreement concluded between CCV and the Licensee on grounds of which CCV acts as CPSP;
  - f. **Chargeback:** a Payment that is disputed by the Account Holder or Scheme Owner and which is reversed in accordance with the Scheme Rules by following the procedures of the Payment Method;
  - g. **Collecting Payment Methods:** Payment Methods in which CCV is responsible for debiting the Account Holder with the help of third parties and the paying out of funds to which the Client is entitled as the result of Authorisations. At the moment, BanContact (BC), Bankoverboeking, Direct Debit, GiroPay, iDeal, and Sofort are designated as Collecting Payment Methods;
  - h. **CPSP:** the abbreviation for Collecting Payment Service Provider; which refers to the debiting of the Account Holder with the help of third parties and the paying out of funds to the Client;
  - i. **Infrastructure:** the infrastructure for the Transmission and processing of data relating to Payments;
  - j. **Issuer:** the party that makes a Payment Method available to an Account Holder and has concluded an agreement to this effect with the Account Holder;
  - k. **Licensee:** the party with whom Maestro, MasterCard, PayPal and/or Visa has concluded a licence agreement and with whom CCV has concluded a Certification Agreement;
  - l. **Non-Collecting Payment Methods:** Payment Methods in which CCV is not responsible for debiting the Account Holder with the help of third parties and the paying out of funds to which the Clients are entitled as the result of Authorisations. At the moment, AMEX, Maestro, MasterCard, PayPal, V PAY and Visa are designated as Non-Collecting Payment Methods;
  - m. **Payment:** every payment instruction using a Payment Method and corresponding Authorisation aimed at making payment to the Client in a manner that can be technically handled by CCV, or a Return PIN Transaction;
  - n. **Payment Confirmation:** the confirmation from CCV to the Client, in accordance with CCV's regulations, in which CCV notifies the Client that the payment of the desired Payment Method will be performed;
  - o. **Payment Interface:** an electronic connection possibility offered by CCV to the Client in order to enable it to send Payments to CCV;
  - p. **Payment Method:** Collecting Payment Methods and Non-Collecting Payment Methods;
  - q. **Payment Services Directive:** the Directive on payment services in the internal market of 13 November 2007 (2007/64/EC);
  - r. **Payment Terminal:** a device admitted by CCV within the national boundaries of Belgium, which is at least intended for performing Payments and Return PIN Payments;
  - s. **Regulations:** the regulations additionally constituting part of the Agreement, including but not limited to the Scheme Rules, the particular conditions of the Acquirer and other regulations as amended and additionally imposed from time to time by CCV, the Scheme Owners or by the Acquirer;
  - t. **Regulator:** an authority that exercises supervision on CCV on a legal basis;
  - u. **Return PIN Transaction:** a return PIN transaction is the repayment of a Payment back to the Account Holder by means of his or her payment card, which return payment is made into the account linked to this card;



- v. **Scheme Owner:** the party that offers or regulates a particular Payment Method;
- w. **Scheme Rules:** the entire system of rules and regulations stipulated by the particular Scheme Owner and standards drawn up by the Payment Card Industry (PCI), as these may be amended from time to time;
- x. **Transaction:** the agreement between the Account Holder and the Client on grounds of which the Account Holder performs a payment using a Payment Method;
- y. **Transmission:** the electronic transmission of data for the purposes of performing Payments.

### 3. Exclusion of the applicability of statutory provisions

- 3.1. The provisions of Book VII, Title III of the Belgian Code of Economic Law do not apply in the relationship between CCV and the Client under the Agreements.
- 3.2. To the extent not already excluded in the previous paragraph, also excluded from application are all the rules (including those contained in the Dutch Market Conduct Supervision (Financial Institutions) Decree) relating to the content and provision of the information required by Title III of the Payment Services Directive.

### 4. Payment Methods

- 4.1. CCV performs the Transmission and in that context processes Payments for the Client by means of the Payment Methods designated in the Agreement.
- 4.2. It is possible that the Scheme Owner(s), Regulator(s) and/or the Acquirer may set further limits or conditions before a particular Payment Method may be used by the Client. In that case the Agreement is concluded subject to the suspensive condition that these limits or conditions are fulfilled by the Client. The Client commits to continue to observe these limits and comply with these conditions even after the Agreement is concluded.
- 4.3. The Client is required to strictly comply with the Regulations for the installation and use of the Payment Method, including but not limited to Scheme Rules and PCI standards.
- 4.4. These Regulations may contain provisions that deviate from these AAV CCV. In the event of contradictions, the provisions in the Regulations prevail at all times (see also clause 2.2 of the General Terms and Conditions).
- 4.5. The Client explicitly accepts the rights and powers of Acquirers, Scheme Owner(s) and Regulator(s) contained in such Regulations. These include, for instance, (but are not limited to) indemnifications and investigative powers.
- 4.6. The Client will not accept Payments for transactions for goods and/or services
  - a. that are not consistent with the nature of the business conducted by the Client;
  - b. that the Client knows or should know are fraudulent transactions or that have not been authorised by the Account Holder;
  - c. that are in violation of mandatory provisions of Dutch law or relevant foreign legislation or regulations;
  - d. in relation to which the existence, operation, trade, possession or use is a criminal offence in the Netherlands or abroad;
  - e. that infringe third-party rights;
  - f. that are unlawful in the Netherlands or abroad for other reasons;
  - g. if by doing so the Client breaches the agreements made with CCV;

- h. if this would damage or threaten damage to the reputation of the Scheme Owners or Acquirers.

- 4.7. The Client will also not store, process or transmit data on payments or other privacy-sensitive data
  - a. without having implemented an adequate segregation of duties in its IT systems, including the development, test and production environments;
  - b. without having taken adequate security measures to protect networks, websites, servers and communication networks from abuse or attacks;
  - c. without having implemented adequate processes to adequately screen off and restrict access to sensitive payment data;
  - d. without having taken sufficient measures to set up access to the systems in such a way that access is only obtained when strictly necessary;
  - e. without having performed tests under the supervision of a risk management function to ensure the robustness and effectiveness of these tests;
  - f. without ensuring that the robustness and effectiveness of the security measures are assessed at regular intervals;
  - g. without imposing these requirements on the party to which the outsourcing takes place, whenever the Client outsources any of these obligations;
  - h. without having separated payment-related processes from the processes in the online shop in a way that is adequately clear for the consumer, in order to make it clear to the consumer that he/she is communicating with the payment service provider and not the payee.
- 4.8. Every sales point (which includes online environments) where Payments are possible at the Client must be provided with logos identifying CCV, the Acquirer and/or the Scheme Owners and that clearly point out to Account Holders the possibility of performing Payments. The Client will follow the instructions from CCV concerning this. The Client is also required to install the Payment Terminal in such a way that third parties cannot in all reasonableness take note of a PIN code when it is typed in.
- 4.9. Other than in accordance with instructions and specifications from CCV, the Acquirer or the Scheme Owners and with the permission of these parties, the Client may not install, use or commission the installation of facilities in any way whatsoever whereby details of the Payment Method, Payment and/or the Transmission can be read or altered.
- 4.10. When performing the Agreement, the Client may not use any Product or Payment Interface that is not or no longer admitted by CCV pursuant to the Agreement.
- 4.11. CCV may change the specifications the Payment Terminals and Payment Interfaces must satisfy. The Client's interests will be taken into account in this as much as possible. The Client commits to accept these changes and purchase and install them (or have them installed) and put them into use at its own expense within the time period indicated by CCV (to the extent applicable). If the Client does not agree to the changes, it can cancel the Agreement with due observance of the applicable provisions.

### 5. Paying on of Payments

- 5.1. After receipt of Payments, CCV (or the third party/parties engaged by it, currently Stichting Beheer Derdengelden CCV) will pay on to the Client the funds it has received for the Client within, on average, one working day after the full Payment is posted to the trust account, by means of a transfer to the Bank



- Account specified by the Client for this purpose, unless other agreements have been made with the Client in this respect. It is stated superfluously here, but if CCV does not receive a Payment, it has no obligation to effect the disbursement of a Payment.
- 5.2. The Client consents to the fact that the Licensee's disbursement of Payments using a Collecting Payment Method, which Payments it has received from the Account Holder's bank, takes place to CCV.
  - 5.3. CCV has the right to change the schedule or frequency according to which the disbursement takes place.
  - 5.4. CCV's guarantee of the paying on of funds as well as CCV's obligation to pay on funds arising from Payments does not apply if:
    - a. in CCV's view, more than one Payment has been made for the same purchase or it can be demonstrated that Payments have been processed incorrectly as a result of technical malfunctions;
    - b. in CCV's view, it is adequately plausible that the Client has not complied with or fully complied with the obligations arising from the Agreement or there is a difference of opinion on this between the Client and CCV;
    - c. approval was provided for a Payment in a situation in which the Authorisation could not be verified and the Account Holder has contested the Authorisation; or
    - d. in CCV's view, there is or may be a case of fraudulent actions using a Payment Method, the security of the Payment cannot be guaranteed or sufficiently guaranteed or in case of other irregularities.
  - 5.5. If one of the situations described in the previous paragraph occurs, or if the Account Holder or Account Holder's Issuer contests that payment was made using the Payment Method, a Chargeback (repayment) may take place by means of the mandate the Client has already issued to CCV (explained in clause 6 of the AAV CCV).
  - 5.6. With due observance of the provisions of the Agreement, the amount of the Payments will be paid on into the Bank Account unchanged. Unless otherwise agreed, CCV will not withhold any commission, costs or any other amount from the sums to be paid to the Client.
  - 5.7. In its compliance with its obligations under the Agreement, CCV will engage Stichting Beheer Derdengelden CCV. All Payments, to the extent the Payments are performed by CCV, will take place via this foundation.
  - 5.8. If the Client imposes on the Account Holder a price difference, condition, obligation or special security for the Payment, the Client will make this adequately known to the Account Holder in advance. The Client will only impose a price difference, condition, obligation or special security if this is permitted by law. Such a price difference, condition, obligation or special security must be reasonably proportionate to the fee the Client pays for the acceptance of Payments.
  - 5.9. Unless explicitly stipulated otherwise, CCV guarantees that if CCV has made a Payment Confirmation available for a Payment using a Payment Method and this Payment Confirmation has also been picked up from CCV electronically by the Client in accordance with the Regulations, this Payment will be credited to the Bank Account by means of a Collecting Payment Method. This crediting will take place after CCV has received the amount of the Payment made using a Collecting Payment Method from the Account Holder's financial institution. The Client is required to immediately pick up the Payment Confirmations issued by CCV with due observance of the Regulations.
  - 5.10. In supplement to the provisions in clause 5.1 of the AAV CCV, despite the Payment Confirmation, CCV does not owe the Client the amount of the Payment using a Collecting Payment Method or CCV may suspend the crediting of this amount to the Bank Account:
    - a. If the Collecting Payment Method instructs CCV not to make the amount of the Payment using a Collecting Payment Method available to the Client;
    - b. if there is a suspicion of fraud.
  - 5.11. The Client will check, always as soon as possible, but no later than within one month after the date on which the Payment Confirmation was issued by CCV, whether these Payments using a Collecting Payment Method have been credited to the Bank Account. If the Client believes that a Payment using a Collecting Payment Method has not been credited, or not been credited in full or on time, the Client must notify CCV of this in accordance with the Regulations, always as soon as possible, but no later than within two months after the date on which the Payment Confirmation was issued by CCV. CCV is not obligated to handle these kinds of notifications from the Client if they are received by CCV after expiration of the time period stated in the previous sentence.
  - 5.12. Exclusively CCV will perform or commission disbursements to the Client as a result of Payments using a Collecting Payment Method. The Client will not claim any disbursements in respect of the Acquirer. Other than at the request or on the instructions of CCV, the Client will not bind itself in respect of third parties in relation to the transmission and processing of Payments.
  - 5.13. Clauses 5.9 up to and including 5.11 do not apply to the Non-Collecting Payment Methods. For these Non-Collecting Payment Methods, the Client is credited by the Acquirer in line with the contractual agreements made in this respect between the Client and the Acquirer.

## **6. Chargebacks and Return PIN Transaction**

- 6.1. The Account Holder or Scheme Owner can request a Chargeback. CCV will receive notice of this from the Scheme Owner. CCV will then notify the Client about the Chargeback.
- 6.2. CCV will handle a Chargeback in accordance with the applicable Scheme Rules. CCV is not a party in the dispute between the Client on the one hand and the Account Holder or Scheme Owner on the other. If a Chargeback is honoured, this is full proof that the Chargeback satisfies all conditions. The Client cannot oppose a Chargeback or related penalty via CCV.
- 6.3. The amount of the Chargeback and any penalty will be charged to the Client and can be set off with payments to be disbursed to the Client.
- 6.4. If the Client wishes to offer the Return PIN Transaction Product to its customers, the following conditions are attached to this:
  - a. the Account Holder gives the Client a receipt for the Payment which indicates that the Account Holder or an authorised third party used a payment card, mobile telephone or credit card to pay at the Client for a good or service from the Client for which the instruction for the Return PIN Transaction is being performed;
  - b. the amount of the Return PIN Transaction may not be higher than the amount of the particular Payment according to the receipt;



- c. if a Return PIN Transaction takes place properly, the Payment Terminal prints a transaction ticket. The Client must sign this ticket and immediately hand it over to the Account Holder. The transaction ticket serves as proof of the Return PIN Transaction;
  - d. the Acquirer can set limits for Return PIN Transactions that may not be exceeded and that can be changed at any time;
  - e. the Product - or cash register linked or integrated with the Product - must be secured with a password that is requested in the event of a Return PIN Transaction, which the Client may not delete or deactivate
  - f. The amount of the Return Pin Transaction and any penalty will be charged to the Client and can be set off with payments to be disbursed to the Client.
- 7. Malfunctions, emergency measures and inspections**
- 7.1. At its own initiative or on the instructions of the Acquirers, the Scheme Owners or Regulators, CCV will be able - or the Acquirers or Scheme Owners themselves will be able - to, in specific situations, take emergency measures with regard to the Payment Method or Payment Interfaces used by the Client, such as - but not limited to - blocking the Payment Method/ Payment Interface in the event of (alleged) fraud or if the integrity of the Payment cannot be guaranteed. Whether or not the emergency measures are taken is at the discretion of CCV or the Acquirer, Scheme Owner or Regulator and will take place as much as possible with due consideration for the reasonable interests of the Client.
- 7.2. CCV itself or a third party engaged by it has the right to, at first request, subject the Products, Payment Methods and Payment Interfaces placed/used at or for the Client as well as the systems involved in the functioning of these to inspections. In cases that arise, the Client will give CCV or the third party engaged or designated by it access to the particular equipment and systems.
- 8. Payment Methods**
- 8.1. CCV is authorised at all times to change the features of the Payment Methods by announcing these changes on CCV's website. CCV will notify the Client at least one month before the amendment takes effect. Such amendments or supplements also apply for Agreements already concluded.
- 8.2. CCV is in no way responsible for the number of Account Holders that can perform Payments using Payment Methods.
- 8.3. The Client will in no event itself act as CPSP or facilitate purchases between private individuals without itself concluding the purchase agreement with the Account Holder. The Client indemnifies CCV for all damage CCV suffers if the Client acts in breach of the previous sentence.
- 8.4. The communication between the Client and CCV concerning the Payment Methods takes place in the language selected by the Client from those offered by CCV.
- 8.5. During the term of the Agreement, the Client has the right to receive all contractual conditions and other information as referred to in Article VII.13 of the Belgian Code of Economic Law via a durable medium. CCV may charge appropriate costs for this.
- 8.6. The Client can accept Payment Methods exclusively on the location or webshop and website designated in the Agreement. The Client must conclude a new agreement with CCV for every new website on which the Client wants to accept Payment Methods.
- 8.7. The Client will check CCV's website regularly, but at least once every 14 calendar days, to see whether new information has been made available on the Payment Methods it accepts.
- 8.8. In accordance with the form of support purchased by the Client, CCV will provide support to enable the Client to accept Payments using the Payment Methods it purchases. In the event of, among other things, malfunctions, maintenance work or security incidents, CCV is authorised to limit and/ or suspend the Client's acceptance of Payments using those Payment Methods entirely or in part, without owing damage compensation. CCV will, if possible, give the Client the opportunity in advance to be aware of (the plan for) the suspension, unless CCV deems this undesirable in connection with, for example (but not only), fraud prevention or fraud detection or third-party interests.
- 8.9. CCV is authorised to set limits for the Client's acceptance of Payments using a Payment Method, which includes limits for the number of Payments the Client may accept per period or the total amount in Payments using a particular Payment Method that the Client may receive per period. CCV can always set or adjust the aforementioned limits and will notify the Client about this via the Usual Means of Communication.
- 8.10. The Client is itself responsible for the availability, security and functioning of the required technical facilities and will ensure that these technical facilities always satisfy the specifications determined by CCV, including additions and amendments to these specifications.
- 8.11. The Client is required to use recent antivirus software, anti-spyware software, firewall software and other technical security instruments to secure the use of the Payment Methods. If the Client discovers or suspects the presence of a virus or spyware or unauthorised access by a third party, it must report this to CCV immediately and take all possible measures to limit the damage.
- 9. Obligations of the Client**
- 9.1. In connection with performance of the Agreement, the Client will, at CCV's first request, provide CCV with all necessary data that CCV requires to settle Payments, including – but not limited to – the data that:
- a. enable CCV to carry out an investigation into the ultimate beneficial owner(s), the creditworthiness, references and other relevant information about the Client;
  - b. enable CCV to, for each Payment, register the sector code the Chamber of Commerce has assigned to the Client;
  - c. enable the Issuer to notify the Account Holders about the Payments performed.
- 9.2. The Client is not and will not be active in sectors engaged in activities prohibited by CCV, the Scheme Owner(s) and/ or Acquirer(s) such as pornography, adult content, bestiality, perversity or prostitution, escort services, or non-face-to-face gambling, non-face-to-face prescription medications and non-face-to-face tobacco products, hash cafés and other shops that sell drugs, which the Client declares upon establishment of the Agreement. In supplement to this, CCV can also designate other sectors in which the Client may not be active. Furthermore, CCV can designate sectors for which prior explicit permission is required before the Client may be active in these.



- 9.3. The Client is obligated to repay the amount of the Payment made using a Collecting Payment Method to CCV immediately if CCV has credited the amount of the Payment made using a Collecting Payment Method to the Client's Bank Account and one or more of the situations described in clause 5.10 or clause 6.3 occurs in relation to the Payment made using the Collecting Payment Method.
- 9.4. The Client will make use of the Payment Method(s) offered by CCV under the Agreement exclusively for the purposes of the professional and business activities the Client has reported in the Agreement.
- 9.5. In supplement to the provisions in clause 8 of the General Terms and Conditions, the Client will also notify CCV about any change in relation to its business which affects the performance of the Agreement. This applies in any event, but not exclusively, for the following situations:
- disposal, leasing out or any other form of transfer, split-off or termination of the Client's business;
  - change in the location of the Client's sales point;
  - change or termination of the Bank Account;
  - change in the nature of the Client's business operations;
  - change in the equipment and/or data communications networks used by the Client in the context of Payments.
- 9.6. The Client is required to notify CCV if it has knowledge of any fraudulent Payments that have taken place and, in case the Client stores, processes or transmits data relating to Payments, to inform CCV and the relevant regulators about major payment security incidents, including data breaches. The Client is liable for all damage arising from its failure to comply with the duty to inform mentioned in this clause.
- 9.7. At CCV's request, the Client is required to cooperate with an investigation by or on behalf of CCV, the Scheme Owners, the Acquirer or the authorised Regulators into how Payments are accepted, into the secrecy of the Account Holder's data and into serious breaches of the security of privacy-sensitive information. If any violation is ascertained, CCV has the right to charge the Client for the costs of the investigation or the costs charged to CCV in connection with the investigation.
- 9.8. CCV has the right to inspect or commission inspection of the Client's business space or electronic systems during working hours, which space or systems are used for its professional and business activities for which Payments are made. The Client will cooperate fully with such an inspection if asked to do so.
- 9.9. The Regulations describe where and how the Client may present on its Website the possibility of making Payments using a Payment Method. The Client is required to comply with these requirements.
- 9.10. In no event will the Client present the possibility of making Payments using a Payment Method subordinately, for example by its position on the website, the size of the presentation, the degree of user-friendliness or the implicit or explicit recommendations with respect to any other Payment Methods.
- 9.11. Prior to a Payment, the Client will inform the Account Holder about the costs it charges for using the option to pay using a particular Payment Method. These costs must be stated separately.
- 9.12. CCV is not a party to a Transaction. CCV is not liable to the Client for legal or other actions by Account Holders. The Client indemnifies CCV against all claims from Account Holders that are related to a Transaction and the use of CCV Payment Methods and will compensate CCV for damage CCV suffers as a result of such claims.
- 9.13. If the Client has received the Payment Confirmation, the Client will not postpone, suspend or otherwise frustrate performance of the Transaction on grounds of the position that the Account Holder has not or not yet paid the Client.
- 9.14. The Client guarantees that the Transactions take place correctly and with due observance of the applicable legislation and regulations and guarantees that it satisfies its obligations towards Account Holders based on the Transactions with due care. The Client will resolve Transaction-related disputes with Account Holders reasonably and at its own expense and risk.
- 9.15. The Client commits to CCV and CCV demands for the benefit of every Account Holder who performs a Payment using a Payment Method that the Client will use the data about Account Holders received by it in the context of performing the Payment using a Payment Method exclusively for the administrative handling of the Payment using a Payment Method and with due observance of the statutory obligations concerning personal data protection.
- 9.16. The Client has a complaints and escalation procedure for Account Holders, in which the Client has an email and/or telephone point of contact for consumers.
- 9.17. The Client is authorised to, at its own expense and risk, engage third parties in the performance of the Agreement. The Client will ensure that the third parties engaged by the Client are fully aware of, and bound by, the obligations arising for the Client and/or third parties from the Agreement, the AAV Payment Methods or the Regulations. The Client guarantees that these third parties will comply with such obligations correctly and, at CCV's first request, the Client will enforce compliance with these obligations at law. The Client is aware that engaging third parties entails risks. The Client will observe the necessary due care in selecting these third parties.
- 9.18. In the event of malfunctions in the use of a Payment Method, the Client must report this to CCV immediately and, at CCV's first request, provide further information in relation to the malfunction and the measures the Client has taken. The Client must follow the instructions given by CCV in response to the report.
- 9.19. The Client must also follow other instructions from CCV, the Licensee or the agency responsible for a Payment Method with regard to the use of the Payment Method.
- 9.20. The Client is required to cooperate with an inspection or any other investigation by CCV or third parties engaged by CCV to monitor that the Regulations have been or are being complied with. The Client's administration, systems and computer systems may also be included in the investigation. The costs of the investigation are at CCV's expense, unless the investigation indicates that the Client or a third party engaged by it has failed to comply with the aforementioned obligations. If this is the case, the Client is required to compensate CCV for the costs of the investigation.
- 9.21. The Client is required to cooperate with an inspection or any other investigation by the Licensee, the agency responsible for a Payment Method or third parties engaged by the Licensee or the agency responsible for a Payment Method to monitor whether the Regulations have been or are being complied with.
- 10. Liability**
- 10.1. CCV is not liable for the non-performance or faulty performance of a payment instruction if this payment instruction was carried out on the basis of a unique identifier, as referred to in Article VII. 48 of the Belgian Code of Economic Law.



- 10.2. A further-reaching limitation of liability may be contained in the Regulations for particular Payment Methods. If that is the case, this further-reaching limitation prevails over all other limitations of liability.
- 10.3. In no event is CCV liable for damage caused by other parties involved in a Payment Method, as it is offered by the agency that facilitates a Payment Method, or for damage suffered as a result of the defective functioning of the Payment Method platforms provided by these other parties.

## 11. Secrecy

- 11.1. The obligation to observe secrecy contained in clause 14 of the General Terms and Conditions also applies for all information about Account Holders and Payments.
- 11.2. All data about Payments will only be used by the Client in the context of performing the Agreement.
- 11.3. The Client may not process or use the data on Payment Methods or Account Holders for other purposes or sell or provide these to any party whatsoever, in any form whatsoever, other than to the Acquirer or Scheme Owners or at the request of a competent judicial authority, government body or supervisory authority. The Client is aware that breach of this provision constitutes a violation of the legislation and regulations to protect the personal data of the particular Account Holders and that it will consequently be liable for the consequences of its actions and the actions of its employees or fellow contracting parties.
- 11.4. The Client is aware that on grounds of, among other legislation, laws relating to financial supervision, CCV is required to share information with Regulators under certain circumstances, for instance in relation to suspicious transactions or security breaches. In cases that arise, CCV has the right to share this information within the statutory frameworks.

## 12. Suspension

- 12.1. CCV has the right to entirely or partially suspend the possibility of performing Payments at the Client with immediate effect, without being obligated to pay any damage compensation, if:
- this is necessary, in its opinion, with a view to the security and integrity of the Payment Methods or Transmission. This necessity may lie in obligations between other parties in the payments chain or obligations between CCV and other parties in the payments chain which have their effect on the relationship with the Client;
  - CCV knows or suspects that the Client is not complying with one or more of its obligations under the Agreement;
  - the Client is declared bankrupt, a moratorium on payments or statutory debt management scheme is applied for with respect to the Client, or the Client's business is discontinued or liquidated, or the Client loses the right to dispose of its assets or parts thereof in some other way;
  - the security of the Payment Method is in jeopardy;
  - there is a suspicion that impermissible or fraudulent use has been made of the Payment Method; or
  - there has been a significant increase in the risk that the payer will be unable to satisfy its payment obligations arising from a use of a Payment Method that provides access to credit margin.

- 12.2. CCV will notify the Client as soon as possible of a suspension. CCV has the right to stipulate further conditions for ending the suspension. All claims that CCV has on the Client under the Agreement at the time of the suspension are immediately due and payable if any of the cases listed above in the first paragraph occurs.

## 13. Cancellation and dissolution

- 13.1. In deviation from clause 7.3 of the General Terms and Conditions, either the Client or CCV may at any time cancel the Agreement with immediate effect by notice via the Usual Means of Communication.
- 13.2. If the Client fails to comply with the Regulations or exceeds the imposed limits or accepts Payments that CCV deems to be in violation of the provisions of clause 4.6, CCV and/or the Acquirer and/or the Scheme Owners have the right to cut off the Client (entirely or in part), without the Client having any right to damage compensation.
- 13.3. If the Agreement or the use of a Payment Method is terminated within 12 months, CCV has the right to charge for any costs it has actually incurred.
- 13.4. In supplement to the provisions of clause 7.4 of the General Terms and Conditions, CCV has the right to dissolve the Agreement with immediate effect and without court intervention or notice of default being necessary, and CCV and the Acquirer have the right to deactivate the Products and/or Payment Methods without the Client being entitled to damage compensation, if:
- the Client fails to comply with the obligations arising for it under the Agreement and Regulations, or fails to do so on time or properly, which includes but is not limited to compliance with (supplementary) preventive measures imposed to prevent fraud and/or safeguard the integrity of the payment transactions;
  - there is a case of fraud or other serious failure on the part of the Client in the context of Transmission;
  - a measure from a supervisory authority requires that CCV do this;
  - national or international legislation or regulations require that CCV do this;
  - the Client acts in a manner that is in violation of legislation or regulations or that could result in reputational damage for CCV or one of its suppliers (which includes the third parties involved in the Transmission);
  - the Client's financial condition shows serious decline;
  - due to serious interests on the part of CCV (or another entity constituting part of thereof), CCV cannot in all reasonableness be expected to continue the service provision based on the Agreement;
  - the Client loses the right to dispose of its assets or parts thereof in some other way.
- 13.5. If the Acquirer and/or a Scheme Owner terminates the agreement concluded with CCV for the provision of Payment Methods and/or the processing of Payments, either with immediate effect or with due observance of a notice period, CCV has the right to consequently terminate the Agreement, likewise either with immediate effect or with effect from a cancellation date no later than the termination date announced by the Acquirer or Scheme Owner.



- 13.6. If the Client carries out activities that, in the opinion of CCV, the Acquirer or the Scheme Owners, deviate from the Regulations, CCV will terminate the Agreement with immediate effect.
- 13.7. Without prejudice to the provisions in this clause, CCV also has the right to compensation from the Client for damage suffered and costs, interest and the like that CCV has incurred as a consequence of the cancellation or dissolution of this Agreement.
- 13.8. In the event CCV terminates the Agreement, the Client is not entitled to any form of damage compensation.
- 13.9. After termination of the Agreement, the obligations that by their nature continue to have effect, including but not limited to the obligations relating to the processing of payments, the duty of care and retention obligation, secrecy, liability and crediting of the Bank Account, will remain fully in force to the extent these Payments took place before the Agreement was ended.







