

# General Terms and Conditions

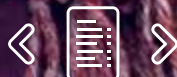
January 2018

CCV Belgium NV/SA

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



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# General Terms and Conditions of CCV

These general terms and conditions consist of two parts, specifically (A) general provisions that apply to all service provided by CCV and (B) specific supplementary conditions that apply to the provision of particular categories of products/services. Reference is also sometimes made to Supplementary General Terms and Conditions for specific supplementary conditions for particular products/services.

## A. GENERAL PROVISIONS

### 1. Definitions

- 1.1. **Agreement:** agreement for CCV's provision of Products or Services to the Client.
  - 1.2. **CCV:**
    - a. In the event of an Agreement for the provision of Services concerning Payment Methods as described in the Supplementary General Terms and Conditions of CCV for Payment Methods: CCV Group B.V., with registered office at Westervoortsedijk 55, 6827 AT Arnhem (the Netherlands), entered in the trade register of the Chamber of Commerce under number 09045274, with VAT number NL004895782.B01. CCV Group B.V. is a payment institution under Dutch law which performs services in Belgium in free circulation. The competent supervisory authority is De Nederlandsche Bank (<http://www.dnb.nl>), with whom CCV Group B.V. is registered. You can contact CCV Group B.V. by email or at the address Westervoortsedijk 55, 6827 AT Arnhem, the Netherlands.
    - b. In the event of an Agreement for the provision of Products and Services which do not relate to Payment Methods as referred to in the Supplementary General Terms and Conditions for Payment Methods: CCV Belgium NV/SA, with registered office in Ieper, company number and VAT number BE 0460.253.716. CCV Belgium NV is a payment service agent of CCV Group B.V. You can contact CCV Belgium NV by email or at the address Ter Waarde 50, 8900, Ieper, Belgium.
  - 1.3. **Client:** the legal entity or any legal successor which may take the place of the legal entity in any manner whatsoever, or the natural person with whom CCV has concluded an Agreement.
  - 1.4. **Defect:** the substantial failure of a Product or Service to comply with the Documentation provided.
  - 1.5. **Documentation:** the manuals and user manuals and instructions to be provided by CCV in relation to the Products and Services.
  - 1.6. **General Terms and Conditions:** these general terms and conditions, consisting of parts A and B and the chapters contained therein.
  - 1.7. **Installation:** the connection of the particular Products and/or Services and making them ready for use by CCV, at the Client's location or otherwise.
  - 1.8. **Means of Authentication:** the (combination of) data and/or means by which the Client can authenticate itself to CCV, such as, but not limited to, the combination of username/password, unique codes or PIN codes, whether or not generated using tools/devices, etc, which the Client can use to change his/her data, purchase Products and/or Services and obtain management information from the information management systems made available to the Client by CCV, including the use of SalesPoint, MyCCV or by other means.
  - 1.9. **MyCCV:** the online environment CCV maintains for the Client on which the Client can log in using the Means of Authentication in order to purchase particular Products and/or Services from CCV.
  - 1.10. **Party:** the Client or CCV.
  - 1.11. **Plug & Play:** CCV's making ready of the particular Products and sending them to the Client so that the latter can connect and take them into use itself.
  - 1.12. **Products:** the items and software specified in the Agreement such as that embedded in ICT and telecommunications equipment that CCV sells, rents out or provides to the Client on loan or for the latter's use.
  - 1.13. **Services:** the services that will be provided by CCV, as specified in the Agreement, such as payment services (including Payment Methods), management information services and rights of use to software, and apps.
  - 1.14. **Support:** the Service, agreed between CCV and the Client in an Agreement, to make a help desk available for user questions and malfunction reports and - depending on the type of service contract concluded - the fixing of malfunctions and/or Defects and the performance of maintenance, or the provision of support electronically.
  - 1.15. **Telecommunications Service:** the mobile or fixed-line telecommunications service provided by CCV, as further specified in the Agreement.
  - 1.16. **Usual Means of Communication:** by letter, email, fax or via MyCCV.
- ### 2. Applicability
- 2.1. Chapter A. ('General Provisions') of the General Terms and Conditions applies to all offers and Agreements in which CCV supplies Products and/or Services to the Client. The provisions from the other more specific chapters of these General Terms and Conditions also apply if CCV supplies the Client with the particular relevant Products and Services as described in these chapters.
  - 2.2. In the event of any contradictions between Chapter A. ('General Provisions') and the more specific chapters, the more



specific chapters prevail. In the event of any contradictions between the more specific chapters themselves, the higher-placed chapters prevail (for instance, chapter B1 prevails over A). The provisions in specific supplementary general terms and conditions (such as in the Supplementary General Terms and Conditions for Payment Methods) and/or the Agreement prevail over all the foregoing.

- 2.3. Deviations from and additions to these General Terms and Conditions or Agreements - including agreements made orally - are only valid if confirmed by CCV using the Usual Means of Communication.
- 2.4. The applicability of the Client's purchasing or other terms and conditions is explicitly excluded.
- 2.5. If any provision of these General Terms and Conditions, the supplementary general terms and conditions or the Agreement is void or becomes annulled or is otherwise invalid or not applicable, the other provisions of these General Terms and Conditions, the supplementary general terms and conditions and/or the Agreement will remain fully in force. The Parties will in that case hold consultations to agree on new provisions to replace the invalid provisions, in which the aim and purpose of the invalid provisions will be taken into account as much as possible.
- 2.6. CCV reserves the right to amend or supplement the General Terms and Conditions, the supplementary general terms and conditions and the Agreement. CCV publishes the latest version of the General Terms and Conditions, the Supplementary General Terms and Conditions and the Agreement on its website. Such amendments or supplements also apply for Agreements already concluded. These amendments and additions take effect on the date on which they are published on the CCV website. The Client has the right to, within one month after the amendment to the General Terms and Conditions, the supplementary general terms and conditions or the Agreement takes effect, terminate the Agreement by cancellation using Usual Means of Communication.

### 3. Establishment of an Agreement

- 3.1. All offers and quotations, as well as the prices, fees and periods stated by CCV, are always without obligation and can be revoked by CCV, unless explicitly stated otherwise. The Client guarantees the accuracy and completeness of data provided to CCV by or on its behalf and on which CCV bases its offer.
- 3.2. Unless otherwise agreed or stated in these General Terms and Conditions or the supplementary general terms and conditions, an Agreement is established by the Client's signing of an offer (estimate) or agreement in accordance with the Usual Means of Communication, following acceptance of this signature by CCV.
- 3.3. Unless stated otherwise on a website of CCV or in these General Terms and Conditions or the supplementary general terms and conditions, agreements concluded electronically are not established until a request or order from or on behalf of the Client has been confirmed by CCV. Notwithstanding evidence to the contrary, CCV's administrative data are decisive and binding for the contents of the Agreement and these data serve as evidence of the Agreement. CCV has the right at all times to refuse an order without stating its reasons, in which case CCV will notify the Client of this as quickly as possible.

Articles XII. 7, §1, XII. 6, \*8 and XII. 9 of the Belgian Code of Economic Law do not apply.

- 3.4. In the case of joint authorization to enter into one or more Agreements, each of the Client's authorized representatives will grant an irrevocable, unconditional authorization to each of the other authorized representatives of the Client to perform juristic acts that involve an obligation on the part of the Client, on its behalf. The authorized representative is authorized to (independently) grant the same authorization to third parties, whereupon this new authorized representative is authorized to perform juristic acts on behalf of the Client within the remit of his/her authorization whereby the Client enters into obligations vis-à-vis CCV. Notwithstanding the fact that an authorized representative has granted an authorization to a new authorized representative, the party granting the authorization remains independently authorized to perform juristic acts on behalf of the Client within the remit of the authorization granted to him/her whereby the Client enters into an obligation vis-à-vis CCV. The authorization granted does not expire through the death of the party issuing the authorization, nor their being placed under administration or guardianship. Notwithstanding the granting of an authorization, CCV is entitled to refuse a juristic act on the part of an authorized representative. The party granting an authorization is obliged to inform the party receiving the authorization of the conditions attached to the exercise of the authorization to perform juristic acts. In addition, the party granting the authorization is obliged to oblige the party accepting the authorization to fulfil the conditions that must be fulfilled in order to perform juristic acts.
- 3.5. The party accepting an authorization is obliged to inform the party granting the authorization of the performance of a juristic act.

### 4. Performance of the Agreement

- 4.1. CCV will endeavour to satisfy its obligations. CCV cannot guarantee that the Products and Services will function at all times without limitations, disruptions, Defects or malfunctions.
- 4.2. CCV reserves the right, without this giving the Client any right to damage compensation, to make changes or improvements to the Products or Services as well as to the Documentation and procedures if CCV deems these changes or improvements useful or necessary. The Client undertakes to accept these improvements and changes and to follow CCV's instructions concerning their implementation.
- 4.3. All delivery and other periods cited by CCV are an approximation and are determined based on the information and circumstances known to CCV when the Agreement was entered into. Any delivery or other periods stated can never be regarded as firm deadlines. The failure to meet any delivery or other period does not result in default on CCV's part.
- 4.4. CCV has a complaints procedure for the Client's use.
- 4.5. If the Client involves multiple legal entities or persons or companies, or if the Agreement has been concluded by several Clients together, they are jointly and severally liable and obligated to comply with all obligations arising for the Client from the Agreement.
- 4.6. The Client will conduct itself with due care and diligence and is responsible for the use of the Products and Services made available by CCV to the Client by way of rental, on loan or otherwise.



- 4.7. The Client will, at CCV's first request, provide CCV with all necessary cooperation for CCV's performance of the Agreement, which also includes providing access to the Client's locations, computer systems and internet environments for the performance of Support and Installation.
- 4.8. CCV is authorised to use the services of third parties in the performance of the Agreement without the Client's permission. CCV will observe the necessary due care in selecting these third parties.

## 5. Delivery of Products

- 5.1. The transport and shipping of Products to the Client takes place at the Client's expense and risk. For orders for the supply of Products and/or Services, CCV reserves the right to perform such assignments in parts or provide these in instalments and invoice for these.
- 5.2. Unless otherwise agreed, or unless there is a case of Plug & Play, CCV will take care of the Installation of the Product. The Client's connection of the Product (in the case of Plug & Play) takes place at the Client's own expense and risk.

## 6. Guarantee

- 6.1. Any Defects and malfunctions that occur during a period of 6 months after the initial delivery of a Product or Service will be repaired or fixed by CCV free of charge and to the best of its ability.
- 6.2. If a Defect or a malfunction has been repaired and that same Defect or that same malfunction occurs again during a period of 3 months after that repair, CCV will attempt to repair or fix that Defect or malfunction free of charge and to the best of its ability once or once again.
- 6.3. If, in CCV's exclusive opinion, a Defect or malfunction is the result of inexpert use of the Product by the Client or a third party or of another cause not attributable to CCV, the Client is not entitled to any repair free of charge.
- 6.4. All repair work performed by CCV - regardless of whether this is performed free of charge or in exchange for pay - is performed to the best of its ability. CCV cannot guarantee, however, that a Defect or malfunction will actually be fixed or be able to be fixed in all cases.

## 7. Duration, termination and effects of termination

- 7.1. The (initial) term of the Agreement is stipulated in the Agreement, a website logging or in a voice log. If no term is stipulated, the Agreement has a term of one year.
- 7.2. Unless the Agreement states otherwise, after the initial term expires, the term of the Agreement is automatically renewed each time for one year, unless the Agreement is cancelled on time and in a legally valid manner.
- 7.3. Cancellation takes place using the Usual Means of Communication or via the website with logging of the relevant data or via voice logging, with the relevant data recorded, and only with effect from the end of the (extended) term of the Agreement and with due observance of a notice period of at least three (3) months. It is not possible to terminate an Agreement for Services prematurely or in the interim.
- 7.4. Without being obligated to refund any monies already received or to pay damage compensation, CCV has the right to entirely or partially cancel the Agreement (which by its nature has not already ended) by notice via the Usual Means of

Communication, without notice of default being required and with immediate effect, if:

- a provisional or definitive moratorium on payments or the statutory debt management scheme is applied for or granted with respect to the Client;
- there is a danger that the Client's bankruptcy will be petitioned for or such a petition is actually filed or the Client is declared bankrupt;
- attachment has been levied or is being levied on all or part of the Client's assets;
- the Client's business or a significant part thereof is liquidated or terminated;
- the legal form, articles of association or regulations of the Client are or have been amended;
- the Client is a partnership: the partnership agreement is or will be amended or the composition of the partners changes;
- the Client's business or legal entity is being or has been dissolved, merged or split off;
- because of serious interests on the part of CCV or another entity constituting part of the CCV Group, CCV cannot in all reasonableness be expected to continue the service provision based on the Agreement.

7.5. If the Client terminates the Agreement by means of dissolution after having already received goods or services from CCV in performance of the Agreement, these goods and services and the payment obligation corresponding to them will not be the subject of any undoing, unless the Client demonstrates that CCV is in default with regard to these goods or services. Amounts for which CCV has invoiced prior to the dissolution, in connection with what it has already properly performed or supplied in performance of the Agreement, remain owed in full with due observance of the provisions of the previous sentence and are immediately due and payable at the moment of the dissolution.

7.6. After termination of the Agreement for any reason whatsoever, the Client will immediately make available for return to CCV all Products that have been provided to the Client other than in the context of purchase, or will send these back to CCV at the Client's own expense immediately on CCV's first request to this end. If CCV must collect the Products, the costs of this collection are at the Client's expense.

7.7. In the event the Agreement is terminated for any reason whatsoever, the Client will also terminate use of the Service from the moment the Agreement is terminated. The Client will also immediately suspend the use of all software provided in use and immediately delete from its systems all copies made of this.

## 8. Change to details and moves by the Client

8.1. The Client must notify CCV via the Usual Means of Communication of any changes in administrative details (such as bank account number, contact person, website, etc) at least 30 days prior to this change taking effect. Any costs involved for CCV in processing these changes will be charged on to the Client separately and in full, regardless of whether it has a service contract.

8.2. The Client must notify CCV via the Usual Means of Communication of any proposed move of a Service and/or move of Products provided by CCV for the Client's use



at least 30 days prior to such a move. The costs of moving the Products and/or Services and any (updated) Installation required are at the Client's expense and such activities will be carried out by CCV based on CCV's applicable hourly rates.

- 8.3. If it emerges that the Services agreed on with CCV cannot be supplied at the new address, a suitable solution will be sought. If no suitable solution can be found, the Agreement will in that case be terminated in relation to the particular Service by means of cancellation, with effect from the date of the move. CCV does not owe any damage compensation in that case. The Client will continue to owe any claims not yet paid.
- 8.4. An amendment may only be invoked by the Client vis-à-vis CCV if the Client has informed CCV of this amendment in good time in Writing through the Usual Means of Communication. Entry of an amendment in the appropriate public registers may never be invoked vis-à-vis CCV if CCV has not been informed of this amendment.

## 9. Fees and payment

- 9.1. The fees the Client owes to CCV for the Products and Services to be supplied were accepted by the Client upon the establishment of the Agreement.
- 9.2. Unless otherwise agreed, all amounts the Client owes CCV will be collected in advance by direct debit from the Client's account number as stated on the Agreement or communicated otherwise to CCV by the Client. The Client guarantees that the balance in the particular account will always be sufficient. If necessary, the Client will cooperate with the granting of the requisite authorisations to enable CCV to perform the direct debit. The Client guarantees the accuracy of the information provided to CCV in this context.
- 9.3. The Client will be notified of the exact debit date and amount no later than 5 days before the debit date. In the event of periodic debits, the periodic debits as well as the amounts and debit dates will also be announced no later than 5 days before the particular debit date.
- 9.4. If it is agreed with the Client that payment will take place by invoice after the fact, a payment term of fourteen (14) days from invoice date applies.
- 9.5. Payments made by the Client to CCV will always be applied to the claim that has been outstanding the longest, even if the Client states otherwise upon payment.
- 9.6. CCV reserves the right to adjust its rates and fees annually as of 1 January in accordance with the CBS consumer price index for total expenditure (2015 = 100) of August. Additionally, CCV has the right at all times to charge on to the Client demonstrable price increases imposed by CCV's suppliers.
- 9.7. CCV is entitled to set off any claim the Client may have against CCV with any claim CCV may have against the Client. The Client is not authorised to deduct any amount from the amount owed by it or to set off the amount it owes with any counterclaim it has or believes it has on CCV. The Client also does not have the right to suspend its payment obligations.
- 9.8. If any amount owed by the Client cannot be collected by direct debit or the Client fails to comply with its payment obligations in some other way, the Client is in default by operation of law without any further reminder and/or notice of default being required for this. In that case, CCV has the right to charge interest in accordance with the Law on combating late payment in commercial transactions of 2 August 2002, from

the due date of the invoice until the day of payment in full, all without prejudice to CCV's other rights, including but not limited to CCV's right to immediately suspend all or some of its obligations (including in any event the service provision by CCV). Any costs, judicial or extrajudicial, incurred by CCV to enforce compliance with the Client's payment and other obligations are at the Client's expense. The extrajudicial costs are hereby set at 15% of the invoice amount, subject to a minimum of € 40.

- 9.9. If the Client is in default of payment, it is also obligated, at CCV's first request, to return or ensure the return to CCV of Products already delivered and of which ownership has not transferred to the Client.
- 9.10. Upon or after entering into the Agreement, at CCV's first request to this end the Client is each time required to furnish adequate security for an instalment to be set by CCV in connection with its payment obligations and other obligations arising from the Agreement. Pending the furnishing of this security, CCV has the right to suspend all or some of its obligations. CCV is entitled to independently exercise all rights granted in this article, without having to consult on this with the party which has provided this security or having to obtain permission for this from this party. Should CCV consider grounds present to do so, CCV is entitled to require additional security alongside the existing security. This (additional) security may consist among other things of:
- the withholding of a specific sum or a percentage of the amounts to be paid to the Client;
  - the provision of a specific sum as security;
  - provision of a (bank) guarantee (or having this provided).
- 9.11. Upon acceptance of these General Terms & Conditions, the Client will provide a first non-possessory pledge to all current and future claims the Client may have or obtain against CCV. The Client hereby declares that these claims are free from third-party restricted rights, both now and in the future.
- 9.12. All costs of any nature whatsoever arising from or incurred in connection with the Agreement and/or performance thereof, both at law and extrajudicially, including the costs of (legal) seizures, legal assistance and litigation costs, are at the Client's expense.

## 10. Temporary shutdown of service provision

- 10.1. CCV reserves the right at all times to temporarily shut down the supply of the Services if CCV or third parties involved in providing Services or selling, renting out or providing Products on loan or in use deem this necessary for the safety and integrity of the particular service provision, in order to perform the necessary (preventive) maintenance, to repair Defects, or to remedy malfunctions or make adjustments or improvements to CCV's computer systems. CCV will have such a shutdown take place outside of office hours or the usual shopping times as much as possible and notify the Client as soon as possible of the planned shutdown decision. CCV will never be obligated to pay the Client any damage compensation on account of such a shutdown.

## 11. Liability

- 11.1. To the maximum extent permitted by the applicable law, CCV's total liability for the damage suffered by the Client because CCV or a person for whom it is liable according to the law fails



in compliance with an Agreement or on any other grounds whatsoever is limited to compensation of direct damage up to maximum the amount of the price charged for that agreement (excluding VAT). If an Agreement with a term of longer than twelve (12) months is involved, the aforementioned compensation is limited to maximum the amount invoiced and received by CCV for the last twelve (12) months prior to the damage arising. In no event will the total liability for direct damage amount to more than € 500,000 (five hundred thousand euros). Direct damage exclusively includes:

- a. reasonable costs the Client would have to incur to make CCV's performance answer to the agreement; this alternative damage is not compensated, however, if the agreement is dissolved by or at the suit of the Client;
  - b. reasonable costs the Client has incurred to, out of sheer necessity, keep its old system or systems and related facilities operational longer because CCV has failed to deliver in time for a deadline binding for it, less any savings resulting from the delayed delivery;
  - c. reasonable costs incurred to determine the cause and size of the damage, to the extent this determination relates to direct damage as defined in these terms and conditions;
  - d. reasonable costs incurred to prevent or limit damage, to the extent the Client demonstrates that these costs resulted in limitation of direct damage as defined in these terms and conditions.
- 11.2. To the maximum extent permitted under the applicable law, CCV's liability for indirect damage is excluded. Indirect damage is defined as: resulting damage, lost profit, lost savings, decrease in goodwill, loss due to business interruption, loss resulting from claims from the Client's customers, corruption or loss of data and all forms of damage other than those cited in paragraph 1 of this clause on any grounds whatsoever.
- 11.3. The limitations of liability from this clause do not apply in the event the Client's damage or loss is caused by intent or gross negligence on the part of CCV.
- 11.4. CCV's liability on account of imputable failure on the part of CCV only arises if the Client immediately gives CCV notice of default by letter, in which a reasonable period of time is given to remedy the particular failure and CCV still fails imputably even after this period has expired. The notice of default must contain as complete and detailed a description of the failure as possible so that CCV can respond adequately.
- 11.5. A condition for any right to damage compensation to arise is always that the Client must report the damage to CCV as soon as possible, though no later than within twelve (12) months after it arises.
- 11.6. CCV is and will never be liable in the event that the origin of the damage can be attributed to the Client, for example (but not restricted to) the case of attributable failure to perform on the part of the Client in connection with Article 14.1.

## 12. Force majeure

- 12.1. Insofar as this does not already arise from the law, CCV is not liable for any damage and is not required to comply with any obligation if the damage is the result of force majeure or CCV is prevented from complying by force majeure. In this context, force majeure is understood to include, among other things: power failure, failure of internet and/or other telecommunications connections, disruptions in the power

supply and malfunctions in communication networks or in equipment or software of CCV or of third parties engaged by CCV, computer viruses, a failure, imputable or otherwise, on the part of third parties or suppliers engaged by CCV, boycotts, the breakout of hostilities, riots and war, terrorist attacks, fire, explosions, floods, machinery breakdowns, measures imposed by any domestic, foreign or international government or government body, measures imposed by a supervisory authority, as well as all other circumstances outside of CCV's control.

- 12.2. If the period of force majeure lasts longer than two months, or is certain to last at least this long, either Party has the right to terminate the Agreement by means of cancellation, without being obligated to compensate the other Party for any damage. If a situation of force majeure arises, the Party involved will notify the other Party of this immediately, via the Usual Means of Communication, providing the necessary documentary evidence.
- ## 13. Intellectual property; right of use in relation to Products and Services
- 13.1. All intellectual property rights in relation to Products, Services, Documentation and (the contents of) the websites of CCV are held exclusively by CCV or its suppliers. The Client acknowledges these rights and guarantees that it will refrain from any infringement thereof.
- 13.2. The Client will exclusively receive a non-exclusive and non-transferable right of use in relation to the intellectual property rights vested in the software and/or Services supplied by CCV. This right of use is limited to the term of the Agreement.
- 13.3. Unless otherwise agreed, the Client may use the Products and Services made available exclusively in and for the purposes of its own business or organisation and for the use envisioned for these. Unless explicitly stipulated otherwise, the Client will make no mention of the existence of a relationship with CCV or use CCV's name, brand name or logo/figurative mark in publications or advertisements without prior permission from CCV.
- 13.4. CCV indemnifies the Client against any legal claim from a third party based on the allegation that the Products and/or Services supplied by CCV infringe any intellectual property right in effect in the Netherlands, on condition that the Client (a) notifies CCV immediately, via the Usual Means of Communication, about the existence and content of the legal claim; and (b) leaves the handling of the case, including the reaching of any settlements, entirely to CCV. To this end, the Client will provide CCV with the necessary powers of attorney, information and cooperation to defend against these legal claims, if necessary on behalf of the Client. This obligation to indemnify ceases to have effect if the alleged infringement is in connection with changes the Client has made or has had third parties make to Products or Services.
- 13.5. If it is irrevocably established at law that the Products and/or Services supplied by CCV infringe any intellectual or industrial property right belonging to a third party, or if, in CCV's opinion, there is a good chance that such an infringement could arise, CCV will, if possible, ensure that the Client can continue to use the Products supplied, or functionally equivalent Products, without disturbance, for example by modifying the infringing components or by securing a right of use for the Client. If

CCV, in its exclusive opinion, cannot ensure that the Client can continue to use what has been supplied without disturbance, or cannot do so other than in a manner that is unreasonably (financially) onerous for it, CCV will take back what it has supplied in exchange for a credit for the acquisition costs with deduction of a reasonable fee for use. CCV will consult with the Client before taking a decision on what to do in this context.

- 13.6. Any other or further-reaching liability or obligation to indemnify on the part of CCV on account of the infringement of third-party intellectual property rights is excluded.

#### 14. Secrecy

- 14.1. The Client is required to observe absolute secrecy with respect to all information it knows or should reasonably know to be of a confidential nature. The Client will under no circumstances perform actions, for example (but not limited to) rooting and/or jailbreaking, which may have a detrimental effect on the confidentiality of the confidential information provided to the Client. Confidential information is in any event defined as all data from CCV or from third parties engaged or designated by CCV, including financial data, of which the Client becomes aware on grounds of performance of the Agreement, the software and all data CCV has provided to the Client in the context of the use of the Products and/or Services (such as Means of Authentication, information on security, etc) and information that has been provided to the Client by customers of the Client.
- 14.2. The Client will agree with its employees and/or third parties working for it who can actually access the data referred to in the previous paragraph on the same duty of secrecy and guarantees to CCV the compliance with this duty by its employees and/or third parties.
- 14.3. The Client is required to take appropriate technical and organisational security measures to secure (confidential) data from CCV and third parties it engages in the context of performance of the Agreement against loss or any form of unlawful processing.

#### 15. Use of Means of Authentication

- 15.1. The Client is at all times itself fully responsible and liable for any use of the Means of Authentication provided/assigned to it.
- 15.2. The Client will use the Means of Authentication exclusively for the purpose for which they have been provided.
- 15.3. CCV can assume that a user who identifies itself as the Client using the Means of Authentication is in fact the Client. The Client is bound in respect of CCV by legal and other acts which have been secured, sent or performed using the Means of Authentication.
- 15.4. As soon as the Client knows or has reason to suspect that the Means of Authentication have fallen into the hands of unauthorised users or are being otherwise abused, the Client will notify CCV of this immediately, without prejudice to the Client's obligations to itself immediately take effective measures.
- 15.5. CCV reserves the right to delete the information saved by unauthorised end users or to make access to this information impossible. CCV also reserves the right to suspend its service provision to the Client (entirely or in part) in the event of

(suspicions of) unauthorised use or leaks of the Means of Authentication. The Client is responsible for all costs that may arise from this unauthorised use and/or abuse and is liable for any damage suffered by CCV and/or CCV's suppliers as a result of this.

- 15.6. The Client's granting of consent in MyCCV or in any other electronic manner (which in any event includes via voice logging and logging on a website) after authorisation using the Means of Authentication has the same legal effects as a handwritten signature. The Client agrees that if and insofar as a signature is required for the concluding and/or amending of an Agreement, the granting of consent using the Means of Authentication suffices.

#### 16. Privacy/processing of personal data

- 16.1. CCV processes the Client's personal data in order to take pre-contractual measures, to perform the Agreement, to carry out marketing activities (and have these carried out) and to conduct market research (and have this conducted), as well as for other purposes as stated in the privacy statement. CCV may pass on the Client's personal data to processors within and outside the EEA countries and to entities within the CCV Group. You have the right to view your personal data and correct these and to oppose the use of your personal data for direct marketing without incurring charges.
- 16.2. Personal data from third parties (for example customers of the Client) may also be stored, passed on and otherwise processed in the performance of the Agreement. The Parties agree that in this context, the Client must be designated as the data controller and CCV as the processor. The Client hereby grants CCV the assignment to process these personal data on the Client's behalf in performance of the Agreement. The Client guarantees to CCV that all personal data provided by it, including personal data provided by customers of the Client, may be stored, passed on and otherwise processed for all the purposes cited in the first paragraph. The Client guarantees to CCV that the content, use and/or other processing of the data takes place in accordance with the applicable legislation and regulations, is not unlawful and in no way infringes any third-party rights. The Client indemnifies CCV against any third-party legal claim, on any grounds whatsoever, in connection with this processing of personal data.
- 16.3. CCV will process all personal data in accordance with the applicable legislation and regulations. In that context it will, among other things, take appropriate technical and organisational measures to secure the processing of personal data. CCV will also keep the data strictly secret and only have these processed by employees who are also bound by secrecy. In the event that damage is caused by CCV taking particular technical and/or organisational measures, CCV will never be liable for damages incurred by the Client as a result of such implementation.
- 16.4. If a breach of the security measures at CCV occurs (data leak), it will notify the Client of this as soon as possible. The responsibility for taking follow-up steps, such as filing a report, is borne in principle by the Client, unless stipulated otherwise in the Agreement. In cases that arise, CCV will provide all necessary cooperation in order to enable the Client to be able to comply with the statutory obligations arising from such a breach.



- 16.5. The Client guarantees the accuracy and completeness of the data provided to CCV by the Client. The Client will notify CCV immediately if the data provided to CCV by the Client change.
- 16.6. CCV has the right to have the data on the Client and its use of Products or Services, which data CCV has received from the Client and/or which CCV has itself collected or compiled, processed by third parties that are directly or indirectly involved in these Products or Services, to the extent necessary for the particular service provision.
- 16.7. CCV can - under its own responsibility - outsource all or some of the processing of the Client's personal data to a third party (sub-processor). This will take place on the basis of a written agreement between CCV and the sub-processor, which guarantees that the sub-processor follows the instructions from CCV and the Client; will adhere to the relevant statutory obligations; and that all of CCV's obligations in relation to the processing of personal data are also borne by this sub-processor and will be complied with.

#### 17. Retention period and evidence

- 17.1. Unless it is agreed otherwise, CCV will retain its records for a period of seven years after the data have been recorded in the records. In the case of continuing performance contracts, a retention period of seven years following termination of the Agreement will apply.

#### 18. Other general provisions

- 18.1. Exclusively Belgian law applies to all Agreements, the General Terms and Conditions and the supplementary general terms and conditions and the obligations arising from or in connection with such. The applicability of the 1980 Vienna Sales Convention (CISG) is explicitly excluded.
- 18.2. All disputes arising from or in connection with the Agreement, the General Terms and Conditions and the supplementary general terms and conditions will exclusively be submitted for settlement to the Midden-Nederland District Court, Arnhem location, or, as CCV chooses, to the competent court where the Client has its place of residence/business.
- 18.3. The Client may not transfer its rights and obligations under the Agreement, General Terms and Conditions and supplementary general terms and conditions to a third party, unless the Client has obtained CCV's explicit prior permission for this. CCV may attach conditions to this permission.
- 18.4. The Agreement and all appendices constituting a part of that Agreement make up the totality of the Agreement. The Client may not have recourse to any documents that do not make up part of the Agreement.
- 18.5. The fact that CCV does not invoke any right accruing to it will at no time and under no circumstances imply renunciation of this right in future cases.
- 18.6. In the event that CCV enjoys several rights by virtue of the Agreement, it will remain entitled at all times to exercise all rights accruing to it. The invoking of a particular right will never imply renunciation of the option to invoke another right.
- 18.7. In the event that any provision of the Agreement proves not to be legally valid, this provision will be replaced by a legally valid provision, which provision will in its nature and import approach the invalid provision as closely as possible.

## B. SPECIFIC PROVISIONS FOR PRODUCTS AND SERVICES

### B.1. SALE AND RENTING OUT OF PRODUCTS

#### 19. Applicability

- 19.1. The provisions of this chapter apply if and insofar as it has been agreed between the Client and CCV that CCV will sell or rent out the Products to the Client.

#### 20. Purchase and sale, retention of ownership

- 20.1. Insofar as it has been agreed in the Agreement that CCV will sell Products to the Client, CCV sells and supplies these Products to the Client and makes the Documentation related to these available to the Client. The Client bears the risk of selecting the Products bought.
- 20.2. CCV retains ownership of all Products sold by it until payment in full of the sum owed by the Client to CCV for the sale and supply of the Products, including interest and costs and other additional fees.

#### 21. Rental and renting out and obligations of the Client

- 21.1. Insofar as it has been agreed in the Agreement that CCV will rent Products out to the Client, CCV will make these Products (and the corresponding Documentation) available to the Client by way of rental in exchange for the rental price stated in the Agreement and for the term stated in the Agreement.
- 21.2. Unless otherwise agreed in the Agreement, the provision of consumables necessary for use of the Products is not included in the rental (or in the rental price). Consumables include, among other things, batteries, stamps, ink cartridges, toner products, cables, print and receipt rolls and accessories.
- 21.3. The Client will conduct itself with due care and diligence and is responsible for the use of the Products. The Client will treat the Products with due care, will refrain from damaging them and will use them exclusively for the purpose for which the particular Product is intended under the Agreement. If the Product becomes damaged, the Client is required to compensate CCV for the particular damage. The Client is required to insure itself adequately against all risks arising from its position as renter with respect to CCV.
- 21.4. The Client will observe and perform all obligations, instructions and restrictions CCV has made known to it in relation to the rented Products, as set down in these General Terms and Conditions, the Agreement, the Documentation and as announced by CCV from time to time (on its website, by notice or otherwise). The Client is not permitted to modify or expand the Products or connect the Products to equipment that has not been approved or that is otherwise not (legally) certified.
- 21.5. The Client ensures that the rented Products do not become a component of another item or become connected to another item such that accession, confusion or specification can occur. The Client guarantees that if the rented Products nonetheless become a component of another item or there is a case of accession, confusion or specification, neither the Client nor a third party will enforce any right accruing to it against CCV to whom the equipment originally belongs. If a third party nonetheless enforces such a right, the Client is liable for all damage arising from this for CCV.

- 21.6. The Client is required to use the rented Products exclusively for its own organisation or business. Use by or for third parties is not permitted unless prior permission has been obtained from CCV. The Client is not permitted to sublet the rented Product or provide it to any third party for use without permission from CCV.
- 21.7. At the end of the Agreement, the Client will return the rented Products to CCV in their original condition.

## 22. Replacement of Products

- 22.1. CCV has the right to replace rented Products at any time with Products which are, in terms of technical functionality, at least equivalent to the Product to be replaced. The Client will cooperate with CCV in this context. The costs for such a replacement are at CCV's expense. The rental price owed to CCV by the Client will remain unchanged for the term of the Agreement still remaining as of that moment. If it replaces equipment, CCV has the right to adjust the rental price with effect from the renewal of the term.

## 23. Attachment of Products

- 23.1. The Client will notify CCV immediately via the Usual Means of Communication if any attachment is levied on the rented Products in the context of any bankruptcy or other proceedings, with a detailed statement of the identity of the attaching party and the reason for the attachment. The Client will immediately inform the attaching bailiff about the Agreement (rental agreement) and provide him or her with full insight into this Agreement. The Client is liable to CCV for all costs and damage in connection with an attachment levied on the rented Products.

## B.II. INSTALLATION

### 24. Applicability

- 24.1. The provisions of this chapter (likewise) apply to the Installation of the Products and Services by CCV and to Plug & Play.

### 25. Installation work

- 25.1. Installation by CCV encompasses exclusively the work as specified in this Agreement in relation to the specific Product or Service. CCV will endeavour to have the Installation take place when the particular Products and Services are delivered.
- 25.2. Other work performed by CCV at the Client's request or work performed by CCV in the context of Plug & Play installation is additional work and will be charged to the Client on the basis of subsequent calculation at the applicable hourly rates and with charging on of the costs of the materials used.
- 25.3. Unless otherwise agreed, the costs for Installation will be invoiced to the Client separately.

### 26. Requirements for the installation environment

- 26.1. The Client guarantees that, at the moment of Installation, the environment (which specifically includes the computer and hosting environment) in which the Product or Service must be installed satisfies the requirements as specified in the Agreement, the Documentation or other instructions from CCV.
- 26.2. If the installation environment does not satisfy the requirements stipulated in advance by CCV and/or the Client

does not provide CCV (or third parties engaged by it) access to the particular environment, CCV has the right to postpone the Installation and any costs already incurred and yet to be incurred by CCV in order to complete the Installation will be entirely at the Client's expense.

- 26.3. In supplement to clause 4.7, the Client will admit CCV to the location of the Installation. CCV guarantees that its employees and the people it uses for performance of the Installation submit to all reasonable house rules of the Client.

## B.III. SUPPORT

### 27. Applicability

- 27.1. The provisions of this chapter (likewise) apply if and insofar as CCV (and/or a third party acting on its behalf) provides Support for the Products and/or Services for the Client.

### 28. User questions and malfunctions

- 28.1. If this has been agreed, CCV will provide the Client with support in using CCV's Products and Services in order to answer user questions and receive and resolve any reports of malfunctions. This support can be reached 24 hours a day, 7 days a week. The costs for use of the support are - unless otherwise agreed - included in a service or other contract.
- 28.2. CCV will endeavour to answer any questions about the use of the Products and Services adequately and within a reasonable period of time. If this has been agreed, CCV will also endeavour to remedy any Defects and malfunctions as quickly as possible. CCV cannot guarantee the accuracy and/or completeness of the answers, nor give any guarantee that every malfunction will be fixed. Any reported or promised fix or response times are purely an indication.
- 28.3. Visible and invisible physical damage to and Malfunctions in Products and/or Services, which damage and/or Malfunctions is/are caused by actions by the Client or a third party, or which are the result of wilful damage, natural disasters, lightning, flooding, power failures, the Client's failure to comply with its obligations from the Agreement and/or Documentation, the failure to satisfy the requirements stipulated for the installation environment, the use of consumables that do not satisfy the specifications provided by CCV, the use of uncertified data communication networks etc, do not fall under this Agreement. The repair of such damage or fixing of such malfunctions (by telephone or on location) by CCV will be charged on to the Client in full and separately.

### 29. Maintenance

- 29.1. CCV will make new versions of the software needed for its Products and Services available. CCV reserves the right to charge costs for making new versions available. CCV also has the right to upgrade the Services, in which the new functionality must be at least equivalent to the original functionality.
- 29.2. CCV has the right, where possible, to automatically install the particular updated software on the Products or in the environment in which the Services are operational (or have this automatically installed). Three months after a new version has been made available, CCV is no longer required to repair any Defects in the old version or to provide support in relation to an old version.

### 30. Obligations of the Client

- 30.1. The Client is required to provide detailed information in relation to the question or problem it has submitted.
- 30.2. The Client is required to cooperate with the actions necessary to remedy the problem reported. No costs arising from this for the Client or third parties will be reimbursed by CCV.
- 30.3. In supplement to clause 4.7, the Client will give CCV adequate opportunity to make improvements to the equipment or Service or carry out repair or maintenance work that CCV deems necessary or desirable. During repairs, the Client will make the particular equipment available to CCV and the Client will give CCV access to the environment in which the Service operates for the Client's benefit. The Client will provide CCV (or a third party engaged by it) access to its location and/or the environment in which the Service operates, if desired, in order to be able to remedy a malfunction or Defect.

### 31. Costs

- 31.1. Unless otherwise agreed, for all Support the Client owes a fee based on CCV's usual rates at that moment. For the engagement of CCV, costs are charged in accordance with the method used by CCV.
- 31.2. CCV has the right to charge higher rates for Support outside of office hours than for Support during office hours.
- 31.3. The costs of all consumables used or provided to the Client in the context of providing Support to the Client will be charged separately to the Client.
- 31.4. If the Support is provided on location, the Client owes service costs in accordance with CCV's applicable rates at that moment.

## B.IV. REMOTE SERVICES

### 32. Applicability

- 32.1. The provisions of this chapter apply if and insofar as it has been agreed between the Client and CCV that the Client will purchase Products and/or Services, the Client will use MyCCV and/or CCV (and/or a third party acting on its behalf) will provide services in which software and/or data are made available to the Client remotely via CCV's systems and/or in which data are processed for the Client by CCV on its systems.

### 33. Service provision

- 33.1. Further and more concrete agreements concerning the services to be provided by CCV can be included in the Agreement. The Client bears the risk of the selection and use of the remote services.
- 33.2. The Client realises that the (availability of the) Service depends on the availability and correct functioning of telecommunication and (internet) connections and IT systems of third parties on which CCV has and can have no control. CCV will endeavour to realise the highest possible availability of the Service, but cannot guarantee that the particular Service(s) will be available constantly or without interruption.
- 33.3. CCV can make changes to the remote services. CCV will notify the Client about such changes in a timely manner.
- 33.4. CCV has the right to temporarily shut down the remote services, entirely or in part, for preventive, corrective or adaptive maintenance or other forms of service. CCV endeavours to do this outside of office hours as much as possible.

### 34. Data and administration

- 34.1. The Client remains at all times responsible for the data and information the Client has processed by CCV via the Service.
- 34.2. CCV's service provision is emphatically not a replacement for the administrative obligation(s) borne by the Client.
- 34.3. CCV is not obligated to make a backup of the data, unless further agreements concerning this have been made.
- 34.4. CCV has the right to delete data from its systems if (there is a suspicion that) these data are being processed in violation of the law and/or third-party rights.

### 35. Maintenance and service

- 35.1. CCV does not guarantee that the remote service provision will function flawlessly and without interruption. CCV will endeavour to remedy any Defects or errors as quickly as possible.
- 35.2. The provisions of Chapter B.III likewise apply to this service provision.

## B.V. TELECOMMUNICATIONS SERVICES

### 36. Applicability

- 36.1. The provisions of this chapter apply if and insofar as CCV provides fixed-line or mobile Telecommunications Services to the Client.

### 37. Service provision by CCV

- 37.1. CCV will endeavour to the best of its ability to supply the fixed-line and/or mobile Telecommunications Services agreed on between the parties in the Agreement. The Client acknowledges that the Telecommunications Services offered by CCV are provided by the third parties (providers) CCV has engaged for this; CCV is dependent on these third parties for the performance of its Telecommunications Services. The transmission and/or storage capacity and/or availability of the Telecommunications Services reported by CCV in this context is therefore purely an indication and cannot be guaranteed by it.
- 37.2. The Client acknowledges that the undisturbed functioning of the Telecommunications Services depends on external physical factors, such as the quality of internal and external networks and geographical location, buildings, atmospheric conditions and disruptions in interconnection, etc. CCV is never liable for any damage or costs resulting from such factors.
- 37.3. CCV has the right to engage other suppliers (providers) for its service provision in the meantime. CCV will endeavour to limit any temporary malfunctions or nuisance for the Client arising from this as much as possible. The Client is required to cooperate with any actions that are required in connection with the engagement of a different provider for the Telecommunications Services.
- 37.4. Equipment (such as modems, routers, etc) or other items provided to the Client by CCV, which are necessary in order to be able to use the Telecommunications Service, are provided to the Client on loan. The provisions concerning the sale and renting out of Products (Chapter B.I) from these General Terms and Conditions explicitly do not apply to the equipment and other items referred to above. CCV has the right to exchange or recover these items at any moment.
- 37.5. CCV is required by law to cooperate with a legally authorised

order to tap a phone line or, as the case may be, follow other instructions given by the competent authorities. CCV is never liable for any damage on the part of the Client or any third party resulting from such cooperation or actions.

- 37.6. CCV is also required to exchange number information with other service providers to enable telecommunications transactions.
- 37.7. Without prejudice to the other provisions concerning Support, the costs of investigating and eliminating malfunctions caused by an action or omission in violation of the Agreement or caused by malfunctioning equipment connected to the Telecommunications Service as well as all damage suffered by CCV or third parties in connection with this are at the Client's expense.
- 37.8. The Client will not use or allow the use of the Telecommunications Services provided to it by CCV for a purpose other than that envisioned by CCV.
- 37.9. Unless agreed otherwise, CCV will take care of the Installation of the Telecommunications Services and the related equipment supplied by CCV.

### **38. Fixed-line telecommunications services**

- 38.1. If agreed, CCV will supply the Client with fixed-line Telecommunications Services, in accordance with the composition set down in the Agreement.
- 38.2. The Client is entitled to use the Telecommunications Services on condition that the Client does not act unlawfully in using these and adheres to all instructions specified in the Documentation or provided otherwise by CCV. In particular, the Client is prohibited from:
  - a. harassing, insulting, being hurtful towards other users of the Telecommunications Service, in any way limiting or preventing their access and/or enjoyment of the Telecommunications Service or otherwise causing nuisance;
  - b. in any way infringing the intellectual property rights of CCV, the provider and/or third parties;
  - c. spreading computer or other viruses or other files that can damage the (functioning of the) Telecommunications Service and/or software or peripheral or other equipment used by third parties;
  - d. abusing access codes or breaching or attempting to breach security measures in connection with and/or making use of the Telecommunications Service;
  - e. sending large volumes of unsolicited messages with the same or similar content (spam);
  - f. posing as another party (phishing);
  - g. committing any criminal offence on grounds of any statutory regulation using the Telecommunications Service;
  - h. deliberately or carelessly provoking or causing a situation of force majeure;
  - i. changing or deleting the settings and/or type or other markings and/or logos that CCV and/or its provider has configured in or affixed to the equipment provided in the context of the Telecommunications Service or moving the equipment made available in the context of the Telecommunications Service without CCV's permission;
  - j. publishing or reproducing the signal of the

Telecommunications Service or using it in any way other than for own use. In particular, the sharing or passing on of the signals to third parties is not permitted without CCV's permission.

- k. using the Telecommunications Service other than for normal, non-excessive, use. There is a case of excessive use if the Client exceeds what CCV and/or its provider deems to be the average use of other Clients more than five (5) times;
  - l. connecting or causing connection with paid numbers and/or services on a large scale;
  - m. connecting unapproved or uncertified peripheral or other equipment to the Telecommunications Service.
- 38.3. If the Client purchases telephony services from CCV, CCV will make one or more telephone numbers available to the Client for each connection, unless a number already in use at the Client is accepted by CCV and/or its provider as a usable number. If the Client already has one or more usable telephone numbers, it can submit a request in the usual way to retain its number with CCV and/or its providers. CCV will deny this request if it emerges that the contract with the previous telecommunications services provider cannot be terminated or if that provider refuses to cooperate with the number retention. CCV has the right to charge the Client a fee for number retention.
- 38.4. Numbers issued by CCV intended for access to or identification of users, services or other network elements may change in the interim, without CCV being able to be liable for compensation in relation to this. CCV also has the right to change a number it has provided, for example if the Client moves to a different location.
- 38.5. CCV retains the call data records used to determine the amounts the Client owes for at least two months after registering the call. After this period the Client can no longer make any claims based on complaints.
- 38.6. Unless otherwise agreed, the Client's details are not included in printed telephone directories, electronic telephone directories or subscriber information services.
- 38.7. During the term of the Agreement and for one (1) year thereafter, the Client is not permitted to create or commission a platform that is similar or identical to the managed service platform of CCV's provider which enables this provider to provide the Telecommunications Services.

### **39. Mobile telecommunications services**

- 39.1. If agreed in the Agreement, CCV will provide the Client with a mobile data communications connection which is used to create a link between a suitably equipped mobile payment terminal and CCV's network. This service provision explicitly does not include the processing of the payment transactions that can be effected using the mobile data communications connections.
- 39.2. CCV will provide the Client with a SIM card. This SIM card remains the property of CCV and/or its provider. After termination of the Agreement, the SIM card must be returned to CCV immediately.
- 39.3. The Client must keep the SIM card in its possession. The Client is responsible for ensuring that the SIM card and/or related codes do not fall into the hands of an unauthorised person and



must ensure that this SIM card and codes are not used without authorisation or damaged. In the event of the loss of the SIM card or the related codes, the Client will notify CCV of this as quickly as possible via the Usual Means of Communication. CCV will proceed to deactivate the particular SIM card as soon as possible after such notification. The Client owes all costs incurred in connection with the use of the SIM card up until the moment that CCV has received the request for deactivation.

- 39.4. CCV has the right to exchange a SIM card provided to the Client because of a change in technical properties or because the particular SIM card has become technically obsolete. CCV is likewise entitled to (remotely) alter the technical properties or settings of a SIM card provided to the Client.
- 39.5. The mobile data communication connections are exclusively intended for use in combination with and for the transmission of data from a payment terminal provided by CCV. It is not permitted to remove the SIM card from the payment terminal. In cases that arise, CCV will immediately deactivate the particular SIM card and the last sentence of clause 30.2 will apply.
- 39.6. In the event of mobile telecommunications, the transmission of the data takes place entirely or partially via the ether. The Client accepts that the data transmitted may be picked up by parties other than those for whom they are intended. The Client also accepts that the possibilities of establishing connections and the quality and properties of connections are not the same at every location and at every moment.
- 39.7. Unless otherwise agreed, it is not permitted to use the mobile Telecommunications Services outside of Belgium. In the event this nonetheless occurs, the Client is obligated to reimburse CCV for the additional costs of these transactions. In that case, CCV is also entitled to terminate the Agreement with immediate effect by cancellation.