



# Terms & Conditions of supply 2020

CCV Group B.V.

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# TERMS AND CONDITIONS OF SUPPLY CCV 2020

These terms and conditions of supply consist of general provisions that apply to all products and services and specific provisions that only apply to certain products and services.

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## A. GENERAL PROVISIONS

### 1. Definitions

- 1.1. Account Holder: a person (consumer or business) who wishes to pay for the Products and/or Services offered by the Client (retailer or webshop) using a Payment Method that has been assigned to him/her.
- 1.2. Agreement: the agreement between CCV and the Client regarding CCV's supply of Products and/or Services to the Client.
- 1.3. Acquirer: an institution that, with or without CCV's involvement, receives electronic payments for Client and processes them by asking the Account Holder's Issuer for confirmation of Authorisation Requests.
- 1.4. Authorisation or Authorisation Request: the process by which the Account Holder (or the Client on behalf of the Account Holder) asks permission for the use of a Payment Method for purchasing the Client's products and/or services.
- 1.5. Bank Account: the IBAN number of the Client's business account into which CCV forwards payments received by it.
- 1.6. CCV: CCV Group B.V. (including all its group companies).
- 1.7. Chargeback: a Transaction that has been successfully reversed at the Account Holder's or Issuer's request, pursuant to the relevant Scheme Rules and resulting in a cancellation of a Transaction for which the Client was paid or should have been paid. If a Chargeback is made for a Transaction that has already been settled between the Client and CCV, the Client will be unconditionally obliged to immediately repay CCV the amounts that CCV has already paid with respect to the cancelled Transaction, so that CCV will be able to return these funds to the Account Holder through the Acquirer's Scheme Owner.
- 1.8. Client: a legal entity (or its legal successor) or natural person, including a Partner, webshop or retailer, with whom CCV has concluded an Agreement.
- 1.9. Collecting Payment Methods: Payment Methods for which CCV acts as the collecting payment services provider (collection of various transactions) and for which CCV acts as an intermediary between the Client and one or more Acquirers in the processing of Transactions. If a Collecting Payment Method is used, CCV will settle the entire Transaction for the Client.
- 1.10. Data Connection: a mobile or fixed telecommunication service offered by CCV (such as mobile data connections between payment terminals and CCV's network and/or telephone services), as specified in the Agreement.
- 1.11. Defect: any substantial non-conformity of a Product or Service to the Documentation.
- 1.12. Deposit: a sum managed by CCV that CCV deducts from the sums that need to be settled with the Client and/or that are separately paid to CCV by the Client at CCV's request as security against Chargebacks, fines, Refund or Return PIN Transactions and the costs owed to CCV.
- 1.13. Deposit Level: the minimum amount of the Client's Deposit determined by CCV, which has been communicated to the Client.
- 1.14. Documentation: the manuals/user manuals and instructions for CCV's Products and Services made available by CCV.
- 1.15. Force Majeure: all situations which cannot reasonably be attributed to CCV or over which CCV cannot exercise decisive control, such as: malfunctioning of internet and/or other telecommunication connections, power failures, failures in communication networks, appliances or software of CCV or of third parties that have been engaged by it, computer viruses or attacks (DDoS or otherwise), attributable or non-attributable failures by third parties or suppliers that have been engaged by CCV, boycott actions, outbreaks of hostilities, riots and war, terrorist attacks, fire, explosions, flooding, machine failure, measures of any domestic, foreign or international government or public authority, measures of supervisory authorities, as well as all other circumstances beyond CCV's control.
- 1.16. General Terms and Conditions: these terms and conditions of supply (meaning the general provisions under chapter A as well as the specific provisions under chapters B to F).
- 1.17. Installation: preparing the Products and/or Services for use.
- 1.18. In Writing: by letter, email or via MyCCV.
- 1.19. Issuer: a party (banks) that makes a Payment Method available to an Account Holder and that has concluded an agreement with the Account Holder for this.
- 1.20. Login Details: the data (or combination thereof) that the Client uses to log in to CCV or to a Product or Service, such as the combination of a user name and password or unique codes/PIN codes, enabling the Client to amend his/her data, purchase Products and/or Services and receive management information from the systems that CCV has made available to the Client (such as Salespoint or MyCCV).
- 1.21. MyCCV: CCV's online central client environment.
- 1.22. Non-Collecting Payment Methods: Payment Methods in which CCV acts as a *distributing payment service provider* and is therefore not responsible for the payments of sums to which the Client is entitled as a result of Authorisations.
- 1.23. Partner: a party with whom CCV enters into a cooperation (including long-term cooperation).
- 1.24. Payment Confirmation: the Issuer's confirmation, via CCV, that an Authorisation has been granted.
- 1.25. Payment Interface: an electronic connection option offered by CCV that enables the Client to send Transactions to CCV.
- 1.26. Payment Method: a method offered by the Scheme Owner (including debit or credit cards or a mobile app) that enables Account Holders to make payments to a Client, such as online and offline bank transfers and direct debits.
- 1.27. Payment Service(s): a payment service(s) as stated in Annex 1 to the Payment Services Directive.

- 1.28. Payment Services Directive: Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, or any other directive or regulation that may replace this.
- 1.29. Payment Terminal: a device that is at least intended for performing Transactions and/or Return PIN Transactions, approved by CCV within the boundaries of the country in which it operates.
- 1.30. PCI Terms and Conditions: the safety standards drafted by the PCI Security Standards Council that are part of the Scheme Rules and that, among other things, apply to sending, processing or storing of card details or payment details (PCI DSS) and the safe processing and transfer of personal identification numbers (PIN) during the processing of online and offline payment card transactions (PCI PIN). The PCI Terms and Conditions can be consulted on <https://www.pcisecuritystandards.org>.
- 1.31. Plug & Play: preparing the relevant Products which CCV sends to the Client, who will then be able to connect and use them.
- 1.32. Products: the items (such as Payment Terminals) and Software specified in the Agreement, which CCV sells, rents, gives on loan, or otherwise makes available to the Client.
- 1.33. PSP Solution: an online payment solution that enables the Client to accept Payment Methods in his/her online shop.
- 1.34. Refund or Return PIN Transaction: a refund (including a partial refund) of a Transaction, with the amount involved being repaid to the Account Holder at the Client's initiative or request.
- 1.35. Regulations: the regulations that are a supplementary part of the Agreement, including but not limited to the Scheme Rules, the PCI Terms and Conditions, the Acquirer's terms and conditions and other regulations, which may be amended or supplemented over the course of time by CCV, the Scheme Owners, the Acquirer or the Regulator.
- 1.36. Regulator: an authority charged with the supervision of CCV by law, such as the Dutch Authority for Consumers and Markets (ACM), the Netherlands Authority for the Financial Markets (AFM), the Dutch Data Protection Authority (AP), The Dutch Central Bank (DNB), as well as foreign Regulators, such as the Belgian National Bank and the German Regulator BaFin.
- 1.37. Scheme Owner: a party who offers or regulates a Payment Method (for example Apple Pay, Mastercard, Visa etc.)
- 1.38. Scheme Rules: the entirety of articles of association, rules, regulations, corporate rules, procedures and/or exemptions that are issued by the Scheme Owners, which may be amended or supplemented over the course of time and to which the Client must comply when using the Payment Method concerned. CCV endeavours to make the current version of the applicable Scheme Rules available to the Client via its website or MyCCV. This does not alter the fact that only the Scheme Rules issued at any given time by the Scheme Owner or Acquirer are binding on the Client.
- 1.39. Services: the services performed by CCV, such as Payment Services, management information services and/or the provision of Software, as specified in the Agreement.
- 1.40. Software: CCV's software or that of third parties, including apps and cash register systems, that CCV has supplied or that has been made available to the Client.
- 1.41. Support: the Service agreed between CCV and the Client in which CCV makes a helpdesk available to the Client for user questions and error reports and which, depending on the type of service contract concluded, resolves the malfunction and/or the Defect.
- 1.42. Stichting Beheer Derdengelden: the trust account foundation: Stichting Beheer Derdengelden CCV in Arnhem. Stichting Beheer Derdengelden receives and manages the funds received on behalf of the Client. Stichting Beheer Derdengelden is affiliated to CCV as a trust account Bank (De Nederlandsche Bank) (DNB).
- 1.43. Transaction: an Authorisation Request from an Account Holder (or a Client on his/her behalf) through CCV for permission for a payment by the Account Holder to the Client, in such a manner that CCV can process it technically, or a Refund or a Return PIN Transaction.
- 1.44. Transmission: the electronic transmission of data using the infrastructure designated for carrying out Transactions.

## 2. Applicability

- 2.1. These General Terms and Conditions apply to all offers and Agreements under which CCV provides Products and/or Services to the Client. The other more specific chapters of these General Terms and Conditions apply when CCV provides the Products and/or Services - as described in those chapters - to the Client. If the Client also uses one or more Payment Services, the applicable Regulations will apply. The applicable Regulations, as well as these General Terms and Conditions, are published on CCV's website.
- 2.2. In the event of any conflicts between the "General Provisions" (Chapter A of these General Terms and Conditions) and the more specific chapters (such as chapter B, C, etc.), the more specific chapters take precedence. In the event of conflicts between the more specific chapters themselves, the provisions in the earlier chapters shall take precedence (for example chapter B takes precedence over chapter C). Regarding any conflicts between these General Terms and Conditions and the Agreement or any other further agreements (such as the data processing agreement), the following ranking applies: (a) Agreement; (b) other further agreements (such as the data processing agreement); (c) General Terms and Conditions.
- 2.3. Deviations from and amendments to these General Terms and Conditions or Agreements, including verbal agreements, are only valid if confirmed In Writing by CCV or if they are published on its website.
- 2.4. The Client's terms and conditions of purchase or any other (general) terms and conditions expressly do not apply.
- 2.5. If a provision of these General Terms and Conditions or the Agreement is void or is declared invalid, or is invalid or not applicable in any other manner, the other provisions of these General Terms and Conditions and/or the

Agreement will continue to apply in full. In that case, the Parties will enter into consultations to agree a new provision to replace the invalid provision, taking into account where possible the object and purport of the invalid provision.

- 2.6. CCV may amend these General Terms and Conditions and/or the Agreement if necessary. This may for example be necessary if CCV introduces a new Product or a new Service, or if a Scheme Owner amends the Regulations. CCV will publish the latest version of these General Terms and Conditions and/or Regulations on its website. The amendment will come into effect as soon as it is published on the website. If the Client disagrees with the amendment, it has the right to terminate the Agreement within one (1) month In Writing. By using CCV's Products and/or Services the Client agrees to the amended General Terms and Conditions and/or the Agreement.
- 2.7. The headings and sub-headings used in these General Terms and Conditions are included for the purpose of readability and do not have any meaning as such, nor may any rights be derived from them.
- 2.8. In the event of conflicts between the translated version of these General Terms and Conditions and the Dutch version, the Dutch version will prevail.

### **3. Conclusion of an Agreement**

- 3.1. All offers and quotations, including the prices fees and periods of time quoted by CCV, are issued without obligation and may be withdrawn by CCV unless expressly stated otherwise. The Client guarantees the accuracy and completeness of the information provided by it or on its behalf to CCV and on which CCV bases its offer or quotation.
- 3.2. Agreements are concluded when the Client signs the offer or quotation, or - in the case of Agreements that are concluded at a distance (for example by telephone, via email, MyCCV or CCV's website) - when CCV has confirmed the request or order to the Client In Writing. If the Client concludes an Agreement by telephone or via the website, the relevant data may be recorded by logging/voice logging.
- 3.3. The Client agrees that if and insofar a signature is required for the conclusion and/or amendment of an Agreement, permission given by means of the Login Details is sufficient.
- 3.4. If the Client wishes to purchase CCV's Payment Services (in addition to Products and Services or not) as part of the Agreement, CCV will have to carry out a (re)boarding and screening process in relation to the Client in accordance with the prevailing laws and regulations and applicable Regulations. In that case the entire Agreement (also with respect to non-Payment Services) will only be concluded under the condition precedent that CCV has accepted the Client concerned. If CCV does not accept a Client, CCV will inform the Client as soon as possible after the completion of this process. If the Client is accepted, CCV will start performing the Agreement.
- 3.5. Subject to the above, CCV is always be entitled to refuse a request or order without stating reasons and without being liable to pay the Client any form of compensation. CCV will communicate a refusal as soon as possible.
- 3.6. The Client warrants to CCV that the Client's contact(s) is/are authorised to perform legal acts on behalf of the Client in the context of the Agreement.

### **4. CCV's performance of the Agreement**

- 4.1. CCV makes its best efforts to fulfil its obligations. The Client acknowledges and understands that, in performing its obligations, CCV is dependent on external factors over which it exercises no decisive control. Therefore, CCV cannot guarantee that the Products and Services will function without restrictions, interruptions, Defects or malfunctions at all times.
- 4.2. All periods of time (including for supply) stated by CCV are approximate and are based on the information and circumstances that are known to CCV when an Agreement is entered into. Stated periods of time (including for supply) are never considered to be strict deadlines. CCV will therefore not be in default if it exceeds any such period.
- 4.3. CCV is entitled to amend or improve its Products or Services as well as the Documentation and procedures. This does not give cause to pay the Client any compensation. The Client hereby accepts such amendments and improvements and will follow CCV's instructions to process them.
- 4.4. If the Client denotes multiple entities or companies, or if an Agreement is jointly concluded by multiple Clients, they are jointly and severally liable and all are obliged to fulfil all the Client's obligations arising from the Agreement.
- 4.5. At CCV's request, the Client will lend CCV all the cooperation required to perform the Agreement, including granting access to the Client's sites, computer systems and the internet environment for providing Support and carrying out Installation.
- 4.6. CCV is entitled to engage third parties in performing the Agreement. CCV will exercise due care in its selection of third parties.

### **5. Temporary decommissioning**

- 5.1. CCV is entitled to temporarily take the Products and provision of the Services out of operation (whether or not on the instructions of a third party involved) if it considers this necessary because:
  - a. of reasons of safety and integrity;
  - b. necessary maintenance/preventive maintenance is required;
  - c. Defects need to be repaired;
  - d. malfunctions need to be resolved or amendments and improvements of CCV's computer systems need to be implemented.

- 5.2. Where possible, CCV will endeavour to take the Products and Services out of operation outside office hours and to inform the Client of this as soon as possible. This decommissioning is in the Client's best interest and, accordingly, CCV will not be obliged to perform or pay compensation or damages to the Client in such a situation. In this regard, the Client will accept any amendments and changes and adhere to CCV's instructions on their implementation, thus securing or improving the quality of the Products and Services.

## **6. Guarantee**

- 6.1. CCV will remedy or resolve any Defects that occur within a period of six (6) months after the first supply of a Product or Service, without cost and to the best of its ability.
- 6.2. If the same Defect recurs within three (3) months after the initial repair, CCV will make a single attempt to repair or resolve this Defect without cost and to the best of its ability.
- 6.3. If, in CCV's opinion, the Defect is the result of unauthorised or incorrect use of the Product or Service by the Client or a third party, or of other causes that are not attributable to CCV, the Client will not be entitled to a free repair.
- 6.4. All repair work done by CCV, whether paid or not, will be carried out to the best of CCV's ability. CCV cannot guarantee that a Defect can or will be repaired in all cases.

## **7. Duration, termination and consequences of termination**

- 7.1. The (initial) duration of the Agreement is specified in the Agreement. If the duration is not specified in it, the Agreement will have a duration of one (1) year. After the original duration of the Agreement ends, it will be automatically extended by successive one (1) year periods, unless the Agreement provides otherwise or if it is terminated on time and in a legally valid manner.
- 7.2. An Agreement may be terminated In Writing by CCV or the Client as of the end of the duration (or extended duration) of the Agreement subject to a notice period of at least three (3) months. If the Client terminates an Agreement by telephone or via the website, the relevant data may be recorded via logging/voice logging.
- 7.3. Early or interim termination of the Agreement by the Client is not possible.
- 7.4. CCV is entitled to terminate the Agreement in full or in part without notice of default and with immediate effect, without being obliged to pay any refund or compensation if:
- a (provisional) moratorium on payments or a debt restructuring scheme is requested for or granted to the Client, or if there is a problematic debt burden;
  - an insolvency petition is filed for the Client or the Client is declared insolvent;
  - an attachment has been levied on all or some of the Client's assets;
  - a company of the Client or a substantial part of it is liquidated or terminated;
  - the Client's legal status, its articles of association or regulations are or will be amended;
  - in the event that the Client is a partnership: the partnership is or is to be amended or its partners change;
  - the Client's business or legal entity is dissolved, merged or divided;
  - there is fraud or a suspicion thereof or if the Client's actual use of a Product or Service is different from the purpose the Client has indicated, and/or if the Client violates any Regulation;
  - this is the result of a statutory obligation, for example if during the boarding/reboarding process the Client is no longer accepted due to non-compliance with CCV's applicable customer due diligence policy or if the Client does not comply or no longer complies with the Regulations;
  - as a result of substantial interest of CCV or an entity that is part of it, CCV cannot reasonably be expected to maintain the Service pursuant to the Agreement, after the Client has been informed of this In Writing.
- 7.5. If the Client terminates the Agreement and CCV has already started to perform the Agreement, such performance and the corresponding payment obligation cannot be reversed. This will not be the case if the Client demonstrates that CCV has defaulted on that performance. Amounts invoiced by CCV in relation to anything that CCV has already performed or supplied under the Agreement before the termination, will become immediately due and payable at the time of the termination.
- 7.6. After the termination of the Agreement, for any reason, the Client will:
- immediately return all Products that it has rented or that it received on loan to CCV or, at CCV's request, send them back to CCV at its own cost. If CCV has to collect the Products from the Client, the cost of this will be borne by the Client;
  - immediately stop using the Service, and cease using the Software issued to it and - in so far as this is applicable - immediately remove or uninstall all duplicates of it, such as copies or reproductions, from its systems.

## **8. Change of data and relocation of the Client**

- 8.1. The Client will inform CCV of changes in administrative data (such as email addresses of its contact or invoicing data, bank account number, contact, website etc.), at least thirty (30) days prior to the commencement of this change, In Writing. Any costs incurred by CCV for processing such changes will be borne by the Client, irrespective of whether the Client has purchased Support from CCV.
- 8.2. The Client must inform CCV of an intended move of a Service and/or a relocation of Products issued by CCV at least thirty (30) days in advance In Writing. The cost of the relocation of the Products and/or Services and any required (renewed) Installation will be borne by the Client and will be performed by CCV on the basis of its applicable hourly rates.

- 8.3. If it transpires that the Services agreed with CCV cannot be performed at the new address, CCV will endeavour to find an appropriate solution. If an appropriate solution cannot be found, the Agreement with regard to the Service concerned will be terminated with effect from the date of the relocation. CCV will not be liable for damages in that case. Any outstanding payment obligations of the Client will remain in force.
- 8.4. The Client itself must notify CCV of any change in Writing. The fact that a change has been recorded in the designated public registers cannot be invoked against CCV if CCV has not been informed of such change.

## 9. Fees and mode of payment

- 9.1. The amount of the fees payable to CCV by the Client for the Products and/or Services to be supplied are set out in the Agreement (or an accompanying annex).
- 9.2. The Client agrees to receive invoices electronically (e-billing). Where e-billing does not apply, all amounts payable to CCV by the Client will be collected in advance by direct debit from the Client's account number indicated in the Agreement (or SEPA mandate), or by another method communicated to CCV by the Client. The Client undertakes to ensure that there are sufficient funds in the account concerned at all times. Where necessary, the Client will cooperate with the granting of the necessary mandates to enable CCV to carry out the direct debit. In this respect, the Client guarantees the correctness of the information provided by it to CCV. Where the Client has issued a direct debit mandate (SEPA mandate) to CCV, the invoice serves as advance notice of this direct debit.
- 9.3. Where payment in arrears by invoice is agreed with the Client, a payment period of fourteen (14) days after the invoice date applies. CCV is authorised to charge a fee for payment in arrears by invoice.
- 9.4. Payments by the Client to CCV will always count as payment of the amount which has been outstanding longest, even if the Client indicates otherwise at the time of payment.
- 9.5. CCV reserves the right to adjust its charges and fees annually in accordance with the "Statistics Netherlands (CBS) consumer price index total expenditure (2015 = 100)". This is based on the figure for the month of July, published in August (year-on-year change CPI). In addition, CCV is entitled at any time to pass on to the Client price increases by suppliers of CCV and rising costs due to laws and regulations.
- 9.6. CCV may set off any claim which the Client may have against CCV against any claim of CCV against the Client. The Client is not authorised to deduct any sum from the amount owed by it or to set off the amount owed by it against a counterclaim which it has or believes itself to have against CCV. The Client is not allowed to suspend its payment obligations.
- 9.7. If an amount - owed by the Client to CCV - cannot be collected via direct debit or the Client does not fulfil its payment obligations on time, the Client will automatically be in default without the requirement for any warning or notice. As a consequence of this:
  - a. CCV will be entitled to charge interest at the statutory commercial rate (as referred to in Article 6:119a of the Dutch Civil Code) from the due date of the invoice, until such time as the Client has paid the amount in full;
  - b. the above does not affect CCV's other rights, including, for example, CCV's right to suspend its obligations immediately wholly or in part;
  - c. all expenses incurred by CCV (in or out of court) to enforce the fulfilment of the Client's (payment) obligations will be borne by the Client. Out-of-court expenses are hereby set at 15% of the invoice amount, with a minimum of €40.
- 9.8. Where CCV considers necessary, the Client will provide sufficient security with regard to its payment obligations and other obligations arising from the Agreement. Pending the provision of such security, CCV is entitled to suspend its obligations, wholly or in part. CCV is entitled to exercise all of the rights mentioned in this clause independently. For this, it need not consult the party providing the security. Nor is the permission of this party required. Moreover, CCV is entitled to demand the provision of further security, in addition to existing security, where CCV considers this necessary. Initial or further security may consist, for instance, of:
  - a. the withholding of a certain amount or a percentage of the sums to be paid to the Client;
  - b. the provision of a certain amount by way of security;
  - c. the establishment or arrangement of a (bank) guarantee.
- 9.9. CCV is entitled to pass on exceptional expenses to the Client. This includes expenses arising from a pre-judgment or post-judgment attachment levied on CCV or expenses resulting for CCV from a dispute or legal proceedings between the Client and a third party to which CCV is not a party. Internal expenses are included in this, together with any expenses incurred by CCV with respect to legal assistance, advice and the cost of extra reports.

## 10. Liability

- 10.1. CCV's total liability for losses suffered by the Client due to CCV (or a servant or agent of CCV) failing to fulfil its obligations under the Agreement or on any other basis whatsoever, is limited to compensation of direct loss up to a maximum of the price stipulated with respect to this Agreement (excluding VAT). In the case of an Agreement with a term of longer than twelve (12) months, such compensation is limited to a maximum of the sum paid by the Client during the last twelve (12) months preceding the occurrence of the loss. Under no circumstances will the total liability for direct loss exceed EUR 500,000 (five hundred thousand euro). Direct loss means exclusively the reasonable costs incurred by the Client:
  - a. in order to make CCV's performance correspond to the Agreement; this compensation does not apply where the Agreement is terminated by the Client;

- b. because it is forced to keep its old system or systems and associated facilities operational for longer and associated arrangements, as a result of CCV failing to deliver on the latest delivery date binding on it, less any savings resulting from the delayed supply;
  - c. to determine the cause and extent of the loss, provided that such determination relates to direct loss as defined in these terms and conditions;
  - d. to prevent or mitigate loss, provided that the Client demonstrates that these costs led to the mitigation of direct loss as defined in these terms and conditions.
- 10.2. Any liability of CCV for indirect loss is excluded. Indirect loss means consequential loss, loss of profits, loss of savings, loss of goodwill, business interruption loss, loss resulting from claims by customers of the Client, corruption or loss of data and all other forms of loss not mentioned in para. 1 of this clause, on whatever basis.
- 10.3. The limits of liability set out in this clause do not apply in the event that the Client's loss is caused as a result of intent or gross negligence on the part of CCV.
- 10.4. CCV's liability due to an attributable breach on the part of CCV only arises if the Client has notified CCV immediately by letter, allowing a reasonable period of time for CCV to rectify this failure and CCV remains in an attributable breach even after this period. The notice of default must contain as complete and detailed a description as possible of the breach, so that CCV can respond appropriately.
- 10.5. Any entitlement to damages is conditional on the Client notifying CCV of the loss as soon as possible, and at the latest within twelve (12) months after its occurrence.
- 10.6. For the record, it is noted that CCV is not liable for loss arising or likely to arise from the Client's actions or loss which can be attributed to it. In any case, this refers to all loss arising from failure by the Client to comply with or fulfil the obligations falling to it under these Terms and Conditions and/or the Agreement; including, in any case, failure by the Client to comply with the Documentation, Regulations and/or instructions issued by CCV.

## 11. Force majeure

- 11.1. CCV is not liable for any loss, nor obliged to fulfil any obligation, if the loss results from, or if CCV is impeded by, Force Majeure.
- 11.2. If the Force Majeure lasts for longer than two (2) months, or is certain to last at least as long, either party is entitled to cancel the Agreement, without any obligation to compensate the other Party for loss. Should a situation of Force Majeure arise, CCV will inform the Client of this as soon as possible.

## 12. Intellectual property; right of use of Products and Services and indemnification

- 12.1. All intellectual property rights relating to Products, Services, Documentation and CCV's website(s) (and their content) are vested exclusively in CCV or its suppliers.
- 12.2. By entering into the Agreement, the Client merely acquires a non-exclusive and non-transferable right of use with respect to the Software and/or Services supplied by CCV. This right of use is limited to the period of the Agreement. Unless otherwise agreed in the Agreement, the Client may use the Products and Services provided solely in and in relation to its own company or organisation for the intended purpose.
- 12.3. CCV will indemnify the Client for third party claims based on the assertion that the Products and/or Services delivered by CCV infringe an intellectual property right (valid in the Netherlands), on condition that the Client:
- a. informs CCV immediately in writing of the existence and content of the legal action;
  - b. allows CCV to take charge of the entire handling of the case, including possible settlements out of court;
  - c. will lend CCV the necessary assistance, which may be understood to include supplying the necessary authorisations and information, so that CCV can defend itself against sound legal actions.
- This obligation to indemnify does not apply if the alleged infringement relates to changes which the Client has made, or has had third parties make, to Products or Services
- 12.4. Where it is established irrevocably by a court that the Products and/or Services delivered by CCV infringe an intellectual property right of a third party, or where, in CCV's opinion, there is a genuine possibility of such an infringement occurring, CCV will ensure that the Client can continue to use the Product if possible. This may be achieved by:
- a. supplying a functionally equivalent substitute Product,
  - b. modifying the infringing components, or
  - c. acquiring a right of use (licence) on behalf of the Client.

If, in its sole judgement, CCV cannot ensure, or can only ensure in a manner which is unreasonably costly to it (financially) that the Client can continue to use the item supplied undisturbed, CCV will take back the Product and/or Service and reimburse the item supplied, less a reasonable fee for use. In this case, CCV will discuss its decision with the Client. Any other or more extensive liability or obligation to indemnify for CCV due to the infringement of intellectual property rights of a third party is excluded.

## 13. Marketing communications

- 13.1. The Client must not mention the existence of a relationship with CCV or use CCV's (brand)name or logo/figurative mark in publications or marketing communications without CCV's prior permission In Writing.

## 14. Confidentiality

- 14.1. The Client will treat all data and information as confidential where it knows or should reasonably know that they are confidential. The Client will never perform actions, including but not restricted to “rooting” and/or “jailbreaking” of Products or Services, nor perform other actions which may compromise the confidentiality of the data supplied to the Client by CCV. Secret or confidential information means in any case: all data of CCV or third parties engaged or appointed by CCV, including financial data which is known to the Client due to the performance of the Agreement; all data concerning Account Holders and Transactions; the Software and all data which CCV has supplied to the Client with respect to the use of the Products and/or Services (such as Login Details, information about security, etc.) and information provided to the Client by customers of the Client.
- 14.2. The Client is required to take appropriate technical and organisational security measures to protect (confidential) data of CCV and third parties disclosed to it in connection with the performance of the Agreement against loss or any form of unlawful processing. Accordingly, the Client will in any case agree the same duty of confidentiality with its staff and/or third parties working for it who may actually gain access to the data referred to in the previous sub-clause and be responsible for ensuring that its staff and/or third parties comply with this as far as CCV is concerned.
- 14.3. All data concerning Transactions will be used by the Client solely in the context of the performance of the Agreement. The Client will 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 a breach of this provision constitutes a violation of the laws and regulations to protect the personal data of the Account Holders concerned and that it will be liable for the consequences of its actions and the actions of its employees or fellow contracting parties.
- 14.4. The Client is aware that, for example under legislation relating to financial supervision, CCV is required to share information with Regulators (among others) under certain circumstances, for instance in relation to suspicious transactions or security breaches. Where appropriate, CCV has the right to share this information within the statutory frameworks.

## 15. Use of Login Details and tokens

- 15.1. The Client is personally fully responsible and liable for any use of the Login Details supplied/assigned to it or created by it itself, as well as tokens supplied and/or assigned to it. Clause 38.8 of these General Terms and Conditions applies accordingly.
- 15.2. CCV may assume that a user who identifies him/herself as the Client via the Login Details is indeed the Client. The Client is bound with respect to CCV by (legal) acts which are protected, transmitted or performed using the Login Details.
- 15.3. As soon as the Client knows or has reason to suspect that Login Details or a token are/have come into the possession of unauthorised persons or are being misused in some other manner, the Client will notify CCV of this immediately. This does not affect the Client’s own obligations to take effective measures directly itself.
- 15.4. CCV reserves the right to delete information saved by unauthorised end users or to block access to it. Furthermore, CCV reserves the right to suspend its service to the Client (wholly or in part) in case of unauthorised use or leaking of the Login Details or token (or suspicion thereof). The Client will bear all costs which may result from such unauthorised use and/or misuse and is liable for any loss which CCV and/or CCV’s suppliers suffer as a result.

## 16. Privacy /processing of personal data

- 16.1. CCV may process personal data in the course of performing the Agreement. In this context, the following distinction is made: Where CCV processes personal data purely on behalf of the Client and not for its own purposes, CCV acts as processor. Where CCV processes personal data (partly) for its own purposes, CCV acts as co-controller or joint controller.
- 16.2. As a general rule, regardless of whether CCV’s role is processor or controller/co-controller, the following applies:
  - a. the Client warrants that all personal data supplied by it to CCV, including personal data supplied by customers of the Client, may be processed by CCV in the context of the performance of the Agreement and fulfilment of the legal obligations applying to CCV.
  - b. CCV expressly draws the Client’s attention to the fact that many Scheme Owners qualify as data controllers. The use of the Payment Method concerned generally implies that data (including personal data) is passed on to the particular Scheme Owner and is then processed by it for its own purposes, as set out further in the Regulations.
  - c. the Client indemnifies CCV against any legal action by third parties, on whatever basis, concerning the processing of personal data under the Agreement.
  - d. CCV is entitled to process personal data insofar as it is required to do so by a provision of EU law or the law of a Member State applying to it. In this respect, CCV informs the Client in advance that (i) CCV is subject to record-keeping obligations which mean that much data/personal data has to be kept for a long period, (ii) Regulators have far-reaching statutory powers of investigation and that (iii) the police and the Public Prosecution Service may request data – with or without the authorisation of the examining judge. In such cases (including i – iii), CCV will not always be able or even allowed to inform the Client of such processing.
- 16.3. Where CCV acts as controller/co-controller, the following applies:

- a. where this merely concerns the mutual contractual relationship between CCV and the Client, CCV processes personal data of employees and other officers of the Client for the adoption of precontractual measures, the performance of the Agreement, the undertaking or arrangement of marketing activities and the conducting or arrangement of market research, the fulfilment of statutory obligations and for other purposes, as specified in the privacy statement. The Client acknowledges receipt of a copy of the privacy statement when entering into the Agreement or having read (the latest version) on CCV's website.
  - b. personal data of persons other than employees and other officers of the Client may be processed when performing Payment Services on behalf of the Client. Where CCV and the Client are to be classed as co-controllers or joint controllers with respect to such processing, CCV is entitled to determine the consequent division of responsibilities unilaterally in Regulations (or supplementary Regulations). CCV is entitled to make interim changes to the Regulations in question. Where applicable, the Client will disclose the essence of this division of responsibility to the data subject(s).
- 16.4. Where CCV acts as processor, the following applies:
- a. the Parties hereby agree that the Client must then be classed as the data controller and CCV as the processor. By entering into the Agreement, the Client then instructs CCV to process such personal data on the Client's behalf for the performance of the Agreement. CCV will then process the personal data solely in accordance with the Client's written instructions and in accordance with any separate data processing agreement. The Client is deemed to have instructed CCV to this effect on entering into the Agreement.
  - b. the nature and purposes of the processing, the type of personal data and the categories of data subject processed by CCV on the Client's behalf are specified in the Regulations; otherwise the processing is restricted to those activities which are strictly necessary for the performance of the Agreement.
  - c. CCV will process all personal data in accordance with the relevant laws and regulations. In this context, it will among other things take appropriate technical and organisational measures to ensure the security of the processing of personal data. CCV does not warrant that such measures will be effective in all circumstances ('appropriate, not perfect'). CCV will keep the data strictly confidential and only allow it to be processed by staff who are also bound by a duty of confidentiality. The Client recognises that, in view of the nature and scale of the services provided, it is not possible to adopt client-specific/additional (security) measures.
  - d. should a breach of the security measures occur at CCV (data breach), as referred to in Article 4(12) of the General Data Protection Regulation, CCV will inform the Client of this as soon as possible. The responsibility for taking next steps, such as reporting the matter to the authorities and/or the data subjects lies with the Client, unless otherwise specified in the Agreement. CCV will provide all necessary assistance regarding compliance with the statutory obligations incumbent upon the Client under privacy legislation, such as the exercise of data subjects' rights, informing data subjects in case of a data breach or carrying out a data protection impact assessment (DPIA). Where applicable, CCV is entitled to fulfil these obligations to cooperate by providing all Clients involved with similar information. CCV is entitled to charge a fee for the fulfilment of these obligations to cooperate, unless they arise from an attributable failure on the part of CCV.
  - e. CCV may - under its own responsibility - outsource the processing of personal data of the Client or parts of it to a third party (sub-processor). This will take place via a written agreement between CCV and the sub-processor, guaranteeing that the sub-processor will adhere to CCV's and the Client's instructions; that it will abide by the relevant legal obligations; and that all obligations of CCV with respect to the processing of personal data will also apply to such sub-processor and will be fulfilled.
  - f. CCV will destroy the personal data after the termination of the Agreement (where possible and reasonable), unless the Client has already requested a copy of the personal data concerned from CCV. In that case, CCV will issue this copy electronically in the format used by CCV, without being obliged to apply any conversion. CCV is entitled to charge a fee for the copy.
  - g. CCV may provide the Client with a report prepared by an external expert concerning CCV's fulfilment of the obligations under this clause. Only if the report concerned raises reasonable doubt is the Client entitled to check to what extent CCV fulfils the obligations under this clause.

## **17. Records, storage periods and evidence**

- 17.1. Unless otherwise agreed, CCV keeps its records for a period of seven (7) years after the termination of the Agreement.
- 17.2. CCV's administrative data, including data stored in its suppliers' systems, is binding and decisive, and therefore serves as evidence of the content and performance of the Agreement and the Client's obligations, unless the Client provides proof of the contrary. The service provided by CCV is categorically no substitute for the record-keeping obligation(s) applying to the Client. The Client is therefore responsible for establishing and updating its own records.

## **18. Applicable law and resolution of disputes**

- 18.1. All Agreements, these General Terms and Conditions and any resulting or connected agreements are governed solely by Dutch law. The applicability of the Vienna Sales Convention 1980 (CISG) is explicitly excluded.
- 18.2. Any and all disputes arising from or relating to the Agreement and these General Terms and Conditions will be referred for resolution solely to Gelderland District Court, Arnhem location, or, at CCV's option, to the competent court for the Client's domicile.

## 19. Other general provisions

- 19.1. The Client may not assign the rights and obligations under the Agreement and these General Terms and Conditions to a third party other than with CCV's express permission. CCV may attach conditions to this permission.
- 19.2. The Agreement and annex(es) forming an integral part of the Agreement comprise the total Agreement. The Client cannot rely on documents which do not form an integral part of the Agreement.
- 19.3. Failure of CCV to invoke any right vested in it never implies a waiver of such right.
- 19.4. If CCV possesses multiple rights under this Agreement, it remains authorised to exercise all rights vested in it at any time. Reliance on a particular right never implies a waiver of the possibility of relying on another right.
- 19.5. The Client may contact CCV in the event of any complaints. The formal complaint procedure can be found on CCV's website.

## B. SPECIFIC PROVISIONS FOR PRODUCTS AND SERVICES

### 20. Purchase and sale of Products

- 20.1. Where it is agreed in the Agreement that CCV will sell the Client Products, CCV will sell and supply these Products (and the accompanying Documentation) for the purchase price specified in the Agreement. The Client bears the risk for the selection of the purchased Products.
- 20.2. CCV retains the ownership of all Products sold by it until the Client has made the payment due for the purchase and delivery of the Products, including any interest and other additional charges.

### 21. Lease and rental of Products

- 21.1. Where it is agreed in the Agreement that CCV will lease Products to the Client or where the Client takes out a subscription for the use of the Products, CCV will make these Products (and the accompanying Documentation) available to the Client on a lease basis for the period specified in the Agreement in return for the rent/subscription fee specified in the Agreement.
- 21.2. Unless otherwise agreed in the Agreement, the lease (and the fees paid for the rent or subscription) does not include supplying durables and consumables (*supplies*) necessary for the use of the Products. Such *supplies* include batteries, stamps, ink and toner cartridges, cables, print and coupon rolls and accessories.
- 21.3. The Client is personally responsible for the use of the Products and will conduct itself as befits a good renter. This means that the Client:
  - a. must treat the Products with due care, will not damage them and may only use them for the purpose for which the Product concerned is intended on the basis of the Agreement. In case of damage to the Product, the Client will compensate CCV for the loss involved. The Client is obliged to insure itself adequately against all risks arising from its position as renter with respect to CCV.
  - b. The Client will take note of and comply with all obligations, instructions and restrictions made known by CCV in relation to the rented Products, as set out in these General Terms and Conditions, the Agreement, the Documentation and as communicated by CCV from time to time (on its website, via messaging or in another manner). The Client is not permitted to modify or extend the Products, or to connect them to equipment or software which is not approved or otherwise (legally) certified.
  - c. The Client will ensure that the rented Products do not become part of another item of property or become connected to another item of property such that accession, commixtion or conversion may occur. The Client warrants that should the rented Products nevertheless become part of another item of property or accession, commixtion or conversion arises, neither the Client nor any third party will exercise any right belonging to it with respect to CCV, to whom the equipment originally belongs. If a third party nevertheless exercises such a right, the Client will be liable to CCV for all loss arising from this.
  - d. The Client may use the rented Products solely for its own organisation or business. Use by or for third parties is not permitted without CCV's prior permission In Writing. The Client must not sub-lease the rented Products or allow them to be used by a third party without CCV's permission.
- 21.4. The Client will notify CCV immediately of any attachment (including bankruptcy attachment) of the leased Products, including details of the identity of the attaching party and the reason for the attachment. The Client will inform the bailiff executing the attachment of the Agreement (rental agreement) immediately and allow a full inspection of it. The Client is liable to CCV for all costs and loss relating to the attachment of the leased Products.
- 21.5. CCV may replace leased Products at any time by Products which are at least equivalent to the Product to be replaced in terms of technical functionality. The Client will lend CCV its cooperation in this respect. The cost of such replacement will be borne by CCV. The rental fee owed by the Client to CCV will remain unchanged for the term of the Agreement remaining at that time. In case of the replacement of Products, the rental fee will change with effect from the renewal of the term.
- 21.6. At the end of the Agreement, the Client will return the Products or have them returned to CCV in their original condition. The cost of this will be borne by Client. If the Client does not comply with the requirement to return the Products in their original condition, CCV is entitled to charge the replacement value.

## **22. Installation**

- 22.1. The only Installation that CCV carries out is described in the relevant Agreement for the specific Product or Service. CCV endeavours to arrange for Installation to take place at the same time as the Products and Services concerned are supplied. Unless otherwise agreed, the cost of Installation will be invoiced to the Client separately. The Client will allow CCV access to the location(s) in which Installation is to take place and provide all necessary assistance. CCV will adhere to any house rules in this respect.
- 22.2. The Client warrants that, at the time of Installation, the environment in which the Product or Service is to be installed satisfies the requirements set out in the Agreement, the Documentation or other instructions from CCV. If the installation environment does not satisfy the requirements set by CCV in advance and/or if the Client does not facilitate access by CCV (or third parties engaged by it) to the environment in question, CCV is entitled to postpone the Installation and the costs already incurred and still to be incurred by CCV for the completion of the Installation will be borne in full by the Client.
- 22.3. Where it is agreed with the Client that it will take care of the Installation itself (Plug & Play), this takes place at the Client's own expense and risk. All extra activities carried out by CCV at the Client's request or activities carried out by CCV with respect to Plug & Play installation count as contract extras and will be billed to the Client at the applicable hourly rates along with the cost of materials used, based on the actual cost.

## **23. Obligations of the Client**

- 23.1. Whether the Client buys, rents or may use a Product on some other basis, the Client will use the Product exclusively in accordance with the Documentation, Regulations and instructions issued by CCV. Moreover, the Client is itself responsible for the manner in which it uses the Products and Services. CCV accepts no liability whatsoever in this respect.
- 23.2. In addition, the Client will only use original, additional resources approved by or via CCV. The Client is aware that the use of non-original or unauthorised resources or the making of unauthorised modifications or connections may mean that the Product and/or Service has to be shut down or switched off.

## **C. SPECIFIC PROVISIONS FOR SOFTWARE**

### **24. Use of Software**

- 24.1. Where it is agreed in the Agreement that CCV will make Software available to the Client or where the Products or Services include the use of Software, CCV will make the Software available under the conditions (including conditions of use) defined in the Agreement and these General Terms and Conditions. Where the Software is made available remotely, CCV will host this Software together with the Client's data in data centres of CCV and specialist hosting partners. The Software and data are hosted within the European Economic Area (EEA).
- 24.2. In case of the Installation of new versions (such as updates/upgrades or releases) of the Software, the Client will follow CCV's instructions and not begin using these new versions (on Payment Terminals or elsewhere) until CCV has stated unequivocally In Writing that the Client may use the new version in question for Account Holders. If this statement is insufficiently clear, the onus is on the Client to check that it may use the Software / release.
- 24.3. CCV will charge the Client a software licence fee for the use of Software, even if the Client does not take out a service contract with CCV.
- 24.4. CCV will supply the Client with Login Details so that the Client has access to the Software and its data. Clause 15 applies to the use of Login Details.
- 24.5. The Client is responsible for the use it makes of the Software and all other forms of processing of the data (including personal data) in the Software performed by it or on its behalf, both internally and externally. Moreover, the Client is personally responsible for ensuring that it (or its employees) do not process any illegitimate data, act unlawfully in any other manner or infringe the rights of third parties. Thus, the Client remains personally responsible for the data and information which the Client has CCV process via the Service.
- 24.6. CCV is not obliged to make a back-up of the data, unless further arrangements are entered into in this respect.
- 24.7. CCV is entitled to remove data from its systems if this data is processed (or there is a suspicion that it is processed) contrary to the law and/or third-party rights.

### **25. Availability and functioning of the Software**

- 25.1. The Client realises that the functioning and availability of the Software is dependent on the availability and correct functioning of third-party telecommunications and/or connections/internet connections and systems over which CCV does not and cannot have any influence. CCV strives to achieve as high an availability of the Software as possible. However, CCV cannot guarantee that the Software concerned will be available continuously or without interruption. Nor, in view of these dependencies, can CCV guarantee that the Software will always function without error, free of Defects and without malfunction.
- 25.2. CCV is not responsible for the inaccuracy, incompleteness or unlawfulness of the information and/or personal data (or their content) stored using the Software, nor for correct and unimpeded data transmission using the Software, changes and/or additions to and/or use or other processing of data/personal data and/or available information.

## D. SPECIFIC PROVISIONS FOR SUPPORT

### 26. Service contract

- 26.1. In conjunction with the purchase of a Product and/or Service, the Client may take out a service contract with CCV for Support. The fee payable for this is specified in the Agreement.
- 26.2. If the Client opts not to take out a service contract, it is required to purchase a terminal management system (TMS) software licence, for which a fee is charged.
- 26.3. Where the Client has not taken out a service contract, but still requires Support, it owes a fee for the Support provided by CCV based on CCV's normal rates applying at that time. A charge will be made for engaging CCV, based on the method used by CCV. CCV is entitled to charge a higher rate for Support outside office hours than for Support during office hours.
- 26.4. The Client will be billed separately for all consumables and other materials used in the context of Support of the Client or supplied to the Client.
- 26.5. Support is normally given remotely. Where CCV carries out the Support on site, CCV will carry out the activities in return for CCV's fees as applicable at that time.

### 27. Support

- 27.1. Where agreed in the service contract or Agreement, CCV will endeavour to rectify any Defects and malfunctions as soon as possible. CCV does its best to answer any questions about the use of the Products and Services adequately and within a reasonable period of time. CCV cannot guarantee the correctness and/or completeness of the answers or provide any guarantee that every malfunction will be rectified.
- 27.2. Any resolution or response times mentioned or promised are indicative.
- 27.3. Visible and invisible physical damage to and malfunctions in Products and/or Services which, in CCV's view, are caused by the actions of a Client or a third party are not covered by the service contract. This also includes damage resulting from: (a) war and kindred risks, natural disasters, lightning strikes, floods, power failures; (b) failure by the Client to fulfil its obligations under the Agreement and/or Documentation; (c) failure to satisfy the requirements imposed upon the Installation environment; (d) the use of consumables which do not comply with the specifications issued by CCV; (e) the use of uncertified networks for data communication. The cost of repairing such damage or resolving such malfunctions by CCV (by telephone or on site) will be passed on to the Client separately in full, whether or not a service contract is in place with the Client.
- 27.4. If a Product and/or Service can no longer be used due to a ruling of a competent body, the Support will cease from that time and the Client will not be entitled to compensation or replacement of the Product and/or Service.

### 28. Maintenance

- 28.1. CCV will make new versions of the software necessary for its Products and Services available (such as firmware updates). CCV may make a charge for the provision of new versions, such as for the cost of the TMS software necessary for remote access of the Products. In addition, CCV may upgrade the Services, in which case the new functionality will be at least equivalent to the original functionality.
- 28.2. CCV is authorised, where possible, to install the updated software in question or to have it installed automatically on the Products or in the environment in which the Services are operational. Three (3) months after the making available of a new version, CCV is no longer obliged to repair any Defects in the old version or to provide support in relation to an old version.

### 29. Obligations of the Client

- 29.1. The Client will ensure that the Payment Terminal is capable of receiving and/or downloading the new versions of the software at all times. This means, for example, that CCV's terminal must always be able to log in to the Client's Payment Terminal. In this context, the Client is not authorised to turn off the power to the Payment Terminal or to install a firewall on the Payment Terminal. If the Client fails to comply with this, any consequences will be at the Client's risk.
- 29.2. The Client will give CCV detailed information about the issue or problem raised by it, so that CCV is able to respond appropriately. In addition, the Client will lend all necessary cooperation in rectifying the reported problem. Any resulting costs incurred by the Client or third parties will not be reimbursed by CCV.
- 29.3. Further to clause 4.5, the Client will give CCV sufficient opportunity to make improvements to the Products or Service or to carry out repair or maintenance work which is necessary or desirable in CCV's view. During repairs, the Client will make the Products in question available to CCV and the Client will give CCV access to the environment in which the Service operates on behalf of the Client. Where necessary, the Client will grant CCV (or a third party engaged by it) access to its site and/or the environment in which the Service operates in order to be able to rectify a malfunction or Defect.

## E. SPECIFIC PROVISIONS FOR DATA CONNECTIONS

### 30. Mobile and fixed Data Connections

- 30.1. Where agreed in the Agreement, CCV will provide the Client with a Data Connection that establishes a link between a compatible Payment Terminal (including a mobile Payment Terminal) and (if applicable) CCV's network.
- 30.2. A Data Connection is intended exclusively for use in conjunction with and for the Transmission of data from a Product made available by CCV. In the case of a mobile Data Connection, CCV will provide the Client with a SIM card subject to the following conditions:
- a. the SIM card remains the property of CCV and/or its supplier. Following the termination of the Agreement, the Client must return the SIM card to CCV immediately.
  - b. the Client must keep possession of the SIM card. The Client is responsible for ensuring that the SIM card and/or the associated codes do not come into the hands of an unauthorised person and will ensure that this SIM card and the codes are not used without authorisation and are not damaged. In the event of the loss of the SIM card or the associated codes, the Client will inform CCV of this In Writing as soon as possible. CCV will deactivate the SIM card as soon as possible thereafter. The Client owes all costs incurred in relation to the use of the SIM card until such time as CCV receives the request for deactivation.
  - c. removal of the SIM card from the Product is prohibited. Should this occur, CCV may deactivate the SIM card in question immediately.
  - d. CCV is entitled to swap the SIM card supplied to the Client due to a change of technical properties or due to technical obsolescence of the SIM card concerned. CCV is also entitled to alter the technical properties or settings of a SIM card supplied to the Client (or to do so remotely).
  - e. in the case of mobile telecommunications, the Transmission of data takes place entirely or partially through the ether. The Client accepts that the data transmitted may be intercepted by parties other than those for whom it is intended. The Client also accepts that the possibilities for establishing connections and the quality and properties of connections are not the same in every place and at every time.
- 30.3. CCV is required by law to cooperate with a legally authorised order for tapping and to obey other instructions issued by the competent authorities. CCV is not liable for any loss or damage suffered by the Client or any third party as a result of such cooperation or actions.
- 30.4. CCV is required to exchange directory information with other service providers for the facilitation of telecommunications traffic.

### 31. Obligations of the Client

- 31.1. The Client may use Data Connections in the European Union provided that the Client does not conduct itself unlawfully in their use and complies with all instructions contained in the Documentation or issued by CCV in another manner.
- 31.2. In the event that the Client uses the Data Connections outside the European Union and this involves an additional cost, CCV is entitled to pass on this additional cost to the Client.
- 31.3. In particular, the Client is forbidden from:
- a. using the Data Connections to harass or insult the Client or other users, to restrict or impede their access to and/or enjoyment of the Data Connections in any manner or to cause a nuisance in another manner;
  - b. spreading (computer) viruses or other files which may harm the operation of the Data Connections and/or software or equipment/peripheral equipment used by third parties;
  - c. misusing access code(s), penetrating or attempting to penetrate security measures relating to and/or using the Data Connections;
  - d. sending large quantities of unsolicited messages with the same or similar content (spam);
  - e. impersonating anyone else ('phishing');
  - f. committing any criminal offence based on any statutory provision;
  - g. altering or removing the (configuration) settings and/or (model) markings and/or logos in or on the equipment provided by CCV and/or its provider in relation to the Data Connection, or repositioning that equipment, without CCV's permission;
  - h. disclosing to the public or reproducing the signal for the Data Connection or using it in any way other than for its own use. In particular, the sharing or passing on of the signals to third parties is forbidden without CCV's permission;
  - i. making excessive use of the Data Connection. Excessive use will apply where, in the assessment of CCV and/or its supplier, the Client exceeds the average use of other Clients by more than five (5) times;
  - j. connecting unapproved or uncertified equipment/peripheral equipment to the Data Connection.

## F. SPECIFIC CONDITIONS FOR PAYMENT SERVICES

### 32. Provision of Payment Services

- 32.1. CCV provides both offline and online Payment Services in the course of which it processes Transactions on behalf of the Client. In the context of performing the Payment Services, CCV may act as (A) collecting payment service

- provider using a Collecting Payment Method or (B) as distributing payment service provider using a Non-Collecting Payment Method. CCV's role here depends on the Agreement with the Client and the Payment Method used.
- 32.2. It is possible for the Scheme Owner(s), Regulator(s) and/or the Acquirer to impose further limits or conditions (including ones for acceptance) before a Client may use a particular Payment Method. In that case, the Agreement is entered into on the condition precedent that the Client complies with these limits or conditions (see also clause 3.44 of these General Terms and Conditions). The Client commits to continue to comply with these limits and conditions after entering into the Agreement.
- 32.3. The Client is obliged to comply strictly with the Regulations concerning the use of the Payment Method. The Regulations may contain different provisions than these General Terms and Conditions. In case of conflicts, the content of the Regulations will prevail at all times (see also clause 2.3 of these General Terms and Conditions). CCV will inform the Client to the best of its ability of the obligations ensuing for it from the Regulations. The circumstance that CCV has not informed a Client of a relevant Regulation is no ground for considering that this Regulation does not apply.
- 32.4. The Client explicitly accepts the rights and powers of Acquirers, Scheme Owners and Regulators set out in the Regulations. These include, by way of an example but not exclusively, indemnifications and investigatory powers. Failure to comply with the Regulations means that the Client is liable for any loss or financial penalty incurred by CCV.
- 32.5. CCV may change Acquirer or Payment Method at its discretion in the course of performing the Agreement.
- 32.6. The Client will not enter into any Transactions for goods and/or services:
- which do not correspond to the nature of the business carried out by the Client, as indicated to CCV;
  - where the Client is or should be aware that the transaction is fraudulent or is not authorised by the Account Holder;
  - which are contrary to mandatory provisions of Dutch law or of relevant foreign laws or regulations;
  - whose existence, exploitation, trade, possession or use is a criminal offence in the Netherlands or abroad;
  - which infringe the rights of third parties;
  - which are unlawful for other reasons in the Netherlands or abroad;
  - if the Client is consequently in breach of agreements made with CCV;
  - if this leads to or is likely to lead to harm to the reputation of the Scheme Owner(s), Acquirer(s) or CCV.
- 32.7. CCV is authorised to set limits on the acceptance of Transactions by the Client using a Payment Method. Such limits may relate, for example, to the number of Payments to be accepted by the Client (within a specific period) or to the total amount in Transactions to be received by the Client (within a certain period) for the particular Payment Method. CCV may adjust or alter these limits at any time and will inform the Client of this In Writing.
- 32.8. In its relations with the Client, CCV is independently authorised to determine the category (*Merchant Category Code* or MCC code) to be assigned to the Client for a particular Payment Method based on the categories applying to that Payment Method. CCV or a Scheme Owner are authorised to change the characteristics of Payment Methods at any time by publicising these changes on CCV's website. CCV will notify the Client at least one month before the change takes effect. Such changes or additions also apply to Agreements already entered into.
- 32.9. In case of excessively high or low use of a Payment Method, CCV is authorised to change the fees agreed with the Client. The amount of the changes is proportional and relates to the number of Transactions processed.
- 32.10. Every sales point of the Client (which includes online environments) where Transactions are possible must be provided with logos identifying CCV, the Acquirer and/or the Scheme Owners which clearly point out to Account Holders the possibility of performing Transactions. These logos must comply with the guidelines issued by CCV and/or the Scheme Owner. The Client shall comply with instructions issued by CCV in this respect. The Client is also obliged to install the Payment Terminal in such a way that a PIN-code cannot reasonably be revealed to third parties during entry.
- 32.11. The Client may accept Payment Methods exclusively in the location or webshop and website designated in the Agreement in accordance with the expected monthly numbers of Transactions, the average number of Transactions, the average transaction value, maximum transaction amount and/or the highest numbers of Transactions. The Client must conclude a new agreement with CCV for every new location or new website at or on which the Client wishes to accept Payment Methods.
- 32.12. Other than according to instructions and specifications issued by CCV, the Acquirer or the Scheme Owner and with their permission, the Client must not install facilities for reading or modifying data regarding the Payment Method, the Transaction and/or the Transmission or have them installed or use them.
- 32.13. In performing the Agreement, the Client must not use any Product, Payment Interface, payment terminals of its own or software (for processing payments) which do not comply or no longer comply with the terms and conditions of CCV, the Acquirer, the Scheme Owner or the PCI Terms and Conditions.
- 32.14. CCV may change the specifications to which the Payment Terminals, the Payment Interfaces and the Software must comply. The Client's interests will be taken into account as far as possible in this respect. The Client commits to accept these changes and, at its own expense, purchase (to the extent applicable) and install them (or have them installed) and put them into use within the time period indicated by CCV. If the Client does not agree to the changes, CCV may suspend its services. The Client may cancel the Agreement with due observance of the applicable provisions.
- 32.15. CCV will provide Support in accordance with the service contract taken out by the Client to enable the Client to accept Transactions using the Payment Method(s) acquired by it.

- 32.16. CCV is authorised to record telephone calls for the verification and investigation of instructions and Transactions in the context of combatting fraud and monitoring integrity and so as to be able to comply with the law and regulations. Recorded calls are kept for no longer than permitted by law for the purposes indicated in this respect. This facility is used with great care and discretion. In the event of a dispute regarding the content of the recorded calls, the Client is entitled to listen to the recorded calls.

### 33. Suspension of Payment Services

- 33.1. CCV has the right to entirely or partially suspend the possibility of performing Transactions with immediate effect, without being obligated to pay any compensation, if:
- It considers this necessary 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 refuses to cooperate (or cooperate sufficiently) with requests from CCV based on internal policy and the law and regulations, for example in the case of the 'on/reboarding' of the Client;
  - the Client is declared insolvent, a moratorium on payments or statutory debt restructuring scheme is applied for with respect to the Client, or the Client's business is discontinued or liquidated, if the Client finds itself in a problematic situation relating to debt or the Client loses control of its assets or some of them in some other way;
  - there has been a significant increase in the risk that the Client will be unable to satisfy its payment obligations arising from the use of a Payment Method that provides access to credit margin.
- 33.2. 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.

### 34. Malfunctions, emergency measures and inspections

- 34.1. CCV, the Scheme Owner(s), Acquirer(s) and/or Regulator(s) may take emergency measures with regard to the Payment Method or Payment Interfaces used by the Client. These emergency measures may consist in blocking the Payment Method/Payment Interface in the event of fraud (including alleged fraud) or if the integrity of the Transactions cannot be guaranteed. Whether or not the emergency measures are taken is at the discretion of CCV, the Acquirer(s), Scheme Owner(s) or Regulator(s) and will take place as far as possible with due consideration for the reasonable interests of the Client.
- 34.2. 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 their functioning, to inspections. In cases that arise, the Client will give CCV or the third party engaged or designated by it access to the equipment and systems in question.
- 34.3. In the event of malfunctions, maintenance work or security incidents or in other cases indicated (in advance) by CCV, CCV is authorised to limit and/or suspend the acceptance of Transactions using the Payment Method entirely or in part, without owing any compensation. CCV will, if possible, give the Client the opportunity in advance to take note of such suspension (or the plans for it), unless CCV deems this undesirable in connection with, for example (but not only), fraud prevention or fraud detection or third-party interests.

### 35. Forwarding of Payments

- 35.1. Notwithstanding the provisions of clauses **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** and on condition that the Deposit (if agreed) is at the Deposit Level, the funds of the Account Holder received by CCV on behalf of the Client from the Acquirer or Scheme Owner in connection with a valid Transaction (positive Authorisation) will be forwarded to the Bank Account by the end of the next working day after these funds are received by CCV, unless agreed otherwise between the Client and CCV. A longer period for transfer to the Bank Account may apply in the case of a Collecting Payment Method for credit cards. Unless otherwise specified in the Agreement or these General Terms and Conditions, CCV will not withhold any commission and/or costs from the sums to be paid to the Client.
- 35.2. Clause **Error! Reference source not found.** does not apply if:
- the Scheme Owner or the Acquirer instructs CCV not to make the amount of the Transactions available to the Client;
  - in CCV's view, more than one Transaction has been performed for the same purchase or if Transactions have been demonstrably processed incorrectly as a result of technical malfunctions;
  - in CCV's view, it is sufficiently 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;
  - approval was granted for a Transaction in a situation in which the Authorisation could not be verified and/or the Account Holder has contested the Authorisation; or
  - there is a suspicion of fraud.
- Under these circumstances, CCV may suspend the disbursement or even abandon it entirely.

- 35.3. CCV has the right to change the schedule or frequency according to which the disbursement takes place, where legally permitted.
- 35.4. CCV engages Stichting Beheer Derdengelden for the performance of performing its obligations under the Agreement and these General Terms and Conditions. All Transactions for which CCV acts as Collecting payment service provider will take place via the Stichting Beheer Derdengelden.
- 35.5. The Client will check, always as soon as possible, but no later than within one (1) month after the date on which a Payment Confirmation is received, whether the Transaction to which the Payment Confirmation relates has been credited to the Bank Account, with or without the involvement of CCV as Collecting payment service provider. If the Client believes that a Transaction has not been credited in full or on time, the Client must notify CCV of this, always as soon as possible, but no later than within two (2) months after the date on which the Payment Confirmation concerned was issued by CCV. CCV is not obliged to handle such notifications from the Client if CCV receives them after the end of the time period stated in the preceding sentence.
- 35.6. Exclusively CCV will perform or commission disbursements to the Client relating to Transactions using a Collecting Payment Method. The Client will not claim any disbursements in respect of the Acquirer and/or Scheme Owner.

## 36. Deposit

- 36.1. CCV may demand a deposit from the Client. The Deposit Level will be set by CCV in view of the expected Transaction Volume for the Client, the agreed Payment Method and, if applicable, the possibility of the Client offering a Refund to the Account Holder. CCV has the right to alter the Deposit Level at its discretion.
- 36.2. At the request of the Client, CCV will inform the Client of how the Deposit Level is determined.
- 36.3. CCV is authorised to use payments which it must make to the Client under the Agreement and/or these General Terms and Conditions to keep the Deposit at the Deposit Level.
- 36.4. CCV has the right, at the request of the Acquirer or Scheme Owner, to deposit the Deposit provided by the Client entirely or partially with the Acquirer or Scheme Owner concerned.
- 36.5. Upon the termination of the Agreement or after CCV ceases to provide Payment Services for a Client and once it is clear that no more Chargebacks are possible, CCV will refund the Deposit to the Client, withholding any payment obligations of the Client to CCV that remain outstanding at that time.

## 37. Chargebacks and Refunds

- 37.1. Depending on the applicable Scheme Rules, the Account Holder or Scheme Owner may request a Chargeback. CCV will receive notice of this from the Scheme Owner. CCV will then notify the Client about the Chargeback.
- 37.2. CCV will handle a Chargeback in accordance with the applicable Scheme Rules. CCV is not a party to the dispute between the Client on the one hand and the Account Holder or Scheme Owner on the other. If a Chargeback is granted, this is full proof that the Chargeback satisfies all conditions. The Client cannot oppose a Chargeback or related penalty and charges via CCV. Nor is the Client entitled to resubmit a Request for Authorisation for processing if a Chargeback has been granted with regard to the original Request for Authorisation.
- 37.3. CCV is entitled to pass on costs to the Client in case of a Chargeback.
- 37.4. The amount of the Chargeback and the cost of the Chargeback will be charged to the Client and can be set off against payments to be disbursed to the Client. If setting off is not possible, CCV will collect the amount of the Chargeback from the Client, or CCV will charge this amount to the Deposit.
- 37.5. Clients for whom a Chargeback occurs with above average frequency may be excluded from certain Payment Methods by CCV or the Scheme Owner.
- 37.6. If Client intends to offer the product Refund or Return PIN to the Account Holder and CCV agrees to this, the following conditions are attached:
  - a. if applicable, the Account Holder gives the Client a receipt for the Transaction 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 product or service from the Client for which the instruction for the Return PIN Transaction is being performed;
  - b. the amount of the Refund must not be higher than the amount of the Transaction concerned according to the receipt;
  - c. if applicable, the Payment Terminal prints a transaction ticket if the Refund is successful. The Client must sign this ticket and immediately hand it over to the Account Holder. The transaction ticket serves as proof of the Refund;
  - d. CCV and/or the Acquirer set limits for Refunds that must not be exceeded and that can be changed at any time;
  - e. the Client may not grant a Refund to an Account Holder for a Transaction previously processed using a different Payment Method than the method used for the original Transaction;
  - f. the Product – or cash register linked to or integrated with the Product – must be secured with a password that is requested in the event of a Refund. The Client must not remove or deactivate this security feature;
  - g. the amount of the Refund or Return PIN Transactions and any penalty will be charged to the Client and may be set off against payments to be disbursed to the Client by CCV in connection with the Transactions and payments to be performed under the Agreement or these General Terms and Conditions;
  - h. CCV is entitled to disable the product Refund or Return PIN functionality.

- 37.7. CCV is entitled to restrict, suspend or terminate the use of the product Refund whenever it wishes. Such suspension or termination will take place in any case if the Client suspects that fraud has occurred in the use of the product Refund and/or if the Client exceeds the Refund volumes/limits agreed with CCV.
- 37.8. CCV is entitled to charge a fee for a Refund. This fee will be deducted from any amount payable to the Client with respect to the Transactions and the Agreement or these General Terms and Conditions.

## **38. Obligations of the Client**

- 38.1. 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 Transactions, including – but not limited to – the data that:
  - a. enables CCV to carry out an investigation into the identity of the beneficial owner(s), creditworthiness, references and other relevant information about the Client and its representatives;
  - b. enables CCV, for each Transaction, to register the sector code the Chamber of Commerce has assigned to the Client;
  - c. enables the Issuer to notify the Account Holders about the Transactions performed.
- 38.2. 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) including, but not limited to, 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, trade in human organs, trade in weapons, inbound and outbound telemarketing, wholesale dealing in precious stones, reselling of tickets, property timeshares, assistance in incorrect credit registration, manual cash/cash advance, trade in virtual currencies or trust offices, which the Client declares upon establishment of the Agreement. As a supplement to this, CCV may also designate other sectors in which the Client must not be active. Furthermore, CCV may designate sectors for which prior explicit permission is required before the Client may be active in these.
- 38.3. Further to the provisions of clause 8 of these 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, in the following situations:
  - a. disposal, leasing out or any other form of transfer, split-off or termination of the Client's business;
  - b. change in the location of the Client's sales point;
  - c. change or termination of the Bank Account;
  - d. change in the nature of the Client's business operations;
  - e. change in the nature of the Products and/or Services which affects the MCC code;
  - f. change in the equipment and/or data communications networks used by the Client in the context of Transactions;
  - g. change in the expected monthly numbers of Transactions, the average number of Transactions, average transaction value, maximum transaction amount and/or the highest numbers of Transactions.
- 38.4. The Client is required to notify CCV and, if relevant, the Regulator, if:
  - a. the Client has knowledge or suspicion of fraudulent Transactions;
  - b. the Client stores, processes or transmits data relating to Transactions;
  - c. there is a major payment security incident, including so called data breaches.

The Client is liable to CCV for all damages arising from its failure to comply with the duty to inform mentioned in this clause.
- 38.5. The Client commits to CCV and CCV demands for the benefit of every Account Holder who performs a Transaction using a Payment Method – by way of a third-party clause – that the Client will use the data concerning the Account Holder received by it in the context of performing the Transaction using a Payment Method exclusively for the administrative handling of the Transaction and with due observance of the statutory obligations concerning the processing of personal data. The Client will keep the data for no longer than is strictly necessary and ensure the complete and secure destruction of it after the necessary retention period has elapsed.
- 38.6. The Client will only process and store card data and data on payments or other privacy-sensitive data in accordance with the PCI Terms and Conditions and ensure that:
  - a. adequate segregation of duties is in place in its IT systems, including the implementation of development, test and production environments;
  - b. adequate security measures are in place to protect its networks, websites, servers and communication networks from abuse or attacks;
  - c. adequate processes are in place to adequately screen off and restrict access to sensitive payment data;
  - d. sufficient measures have been taken to set up access to the systems in such a way that access is only obtained when strictly necessary;
  - e. system tests are carried out under the supervision of a risk management function to ensure the robustness and effectiveness of these tests;
  - f. the robustness and effectiveness of the security measures are assessed at regular intervals;
  - g. these requirements are imposed on the party to which the outsourcing takes place, whenever the Client outsources any of these obligations;
  - h. it cooperates with a self-assessment if this is required of the Client or produces its certificate on request to prove that it is PCI compliant;

- i. Transaction-related processes are sufficiently clearly separated from the processes in the online shop, in order to make it clear to the consumer that he/she is communicating with the payment service provider and not with the Client.
- 38.7. The Client itself is 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.
- 38.8. In the case of online Payment Methods, the Client receives a token provided by CCV (known as the API key). The Client, or a third party engaged by the Client, must be aware that this token is secret and is to be treated accordingly. The Client, or a third party engaged by the Client, must keep this token in a safe place. In the event that this token is leaked or otherwise enters the public domain, the consequences of this will be borne by the Client. The following additional requirements also apply to the Client:
- a. access to the token for payment must be adequately secured;
  - b. in the event of a change of use of the online Payment Method, the Client must request CCV's permission in advance.
- 38.9. The Client is authorised, at its own expense and risk, to 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 from the Client from the Agreement, these General Terms and Conditions or Regulations. The Client guarantees that these third parties will duly comply with such obligations 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.
- 38.10. 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 Regulator into how Transactions are accepted, into the confidentiality 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.
- 38.11. 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 Transactions are performed. The Client will cooperate fully with such an inspection without charge if asked to do so.
- 38.12. 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 adhere to the instructions given by CCV in response to the report.
- 38.13. The Client must also adhere to other instructions from CCV, the Acquirer or the Scheme Owner with regard to the use of the Payment Method.
- 38.14. The Client will in no event itself act as payment service provider or facilitate purchases between private individuals without itself concluding a purchase agreement with the Account Holder. The Client indemnifies CCV against all damage CCV suffers if the Client acts in breach of the preceding sentence.
- 38.15. The Client will check CCV's website regularly, but at least once every fourteen (14) calendar days, to see whether new information has been made available on the Payment Method(s) agreed with it.
- 38.16. 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.
- 38.17. The Client is required to comply strictly with the Regulations for the use of the Payment Method. The Client will in any event ensure the following:
- a. the provision of that information on its website or in other commercial statements to its customers which it is obliged to provide by virtue of the applicable legislation in those countries in or from which the Services are provided;
  - b. that the Client informs its customers and will continue to inform its customers concerning any restrictions applied by the Client in relation to the return of the products and/or services supplied;
  - c. that the Client fulfils and will continue to fulfil, if required, its obligations concerning the legislation based on Directive 2011/83/EU on the protection of consumers concerning remote sales, as this applies or will apply with any amendments, supplements or replacements;
  - d. that no confusion can arise for its customers as to the identity of the Client in the context of the products and/or services to be supplied;
  - e. that the Client will use the Services of CCV solely in relation to the products and/or services it supplies itself.
- 38.18. In no event will the Client present the possibility of performing Transactions using a Payment Method subordinately, for example by its position on the website, the size of the presentation, the degree of user-friendliness or implicit or explicit recommendations with respect to any other Payment Methods. The Client will not present the Payment Methods in a manner implying approval of a product or service of the Client or standards of third parties for authentication.
- 38.19. Prior to a Transaction, the Client will inform the Account Holder about the costs it charges for using the option to pay via a particular Payment Method. These costs must be stated separately and must not exceed the direct costs incurred by the Client itself for the use of the Payment Method.
- 38.20. If, based on the Agreement, the Client may use a certain Payment Method, the Client must not refuse the Account Holder the opportunity to use this Payment Method to perform a Transaction.

- 38.21. CCV is not liable to the Client for legal or other acts by Account Holders. The Client indemnifies CCV against all claims from Account Holders that are related to a Transaction and the use of Payment Methods and will compensate CCV for damage CCV suffers as a result of such claims.
- 38.22. 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 yet paid the Client.
- 38.23. The Client guarantees that the Transactions take place correctly and with due observance of the applicable laws and regulations and warrants that it satisfies its obligations to 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.
- 38.24. The Client must keep copies of all electronic and other documents relating to the Transaction and the ordering and delivery of its products and the services for a period of at least five (5) years after the Transaction being processed or, if longer, for the applicable warranty period for the product or service supplied. The copy of the record will comprise but is not restricted to shipping information (if relevant), invoices for the product and/or services supplied, transaction ticket or report from the Payment Terminal and all contacts with the Account Holder.
- 38.25. The Client has a complaints and escalation procedure for Account Holders which includes an email and/or telephone point of contact for consumers.

### **39. Liability**

- 39.1. CCV is not liable for the non-performance or defective performance of a payment instruction if this payment instruction was not carried out on the basis of a correct unique identifier, as referred to in Article 7:542 of the Dutch Civil Code.
- 39.2. 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 takes precedence over all other limitations of liability.
- 39.3. In no event is CCV liable for damage caused by other parties, in any event including but not limited to a Regulator, or for damage suffered as a result of the defective functioning of other members of the chain for the Payment Method, such as the Acquirer, for example.

### **40. Cancellation and dissolution**

- 40.1. Further to clause 7 of these General Terms and Conditions, CCV is entitled to cancel the Agreement with immediate effect if the Client fails to comply with the Regulations, exceeds the imposed limits or accepts Transactions that CCV deems to be in violation of the provisions of these General Terms and Conditions.
- 40.2. If the Agreement or the use of a Payment Method is terminated within twelve (12) months, CCV has the right to charge for any costs it has actually incurred.
- 40.3. Further to the provisions of clause 7.4 of these 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 compensation, if:
  - a. 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 preventive measures (including any supplementary ones) imposed to prevent fraud and/or safeguard the integrity of the payment transactions;
  - b. there is a case of fraud or other serious failure on the part of the Client in the context of Transmission;
  - c. a measure of a supervisory authority requires CCV to do so;
  - d. national or international legislation or regulations require CCV to do so;
  - e. the Client acts in a manner that is in conflict with laws 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);
  - f. the Client's financial position shows serious decline;
  - g. due to serious interests 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;
  - h. the Client loses control of its assets or some of them in some other way.
- 40.4. 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 Transactions, 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.
- 40.5. Subject 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 result of the cancellation or dissolution due to a situation as defined in this clause.
- 40.6. In the event CCV terminates the Agreement, the Client is not entitled to any form of compensation.
- 40.7. 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 Transactions, the duty of care and retention obligation, confidentiality, liability and crediting of the Bank Account, will remain fully in force to the extent these Payments took place before the Agreement was ended.

## 41. Exclusion of statutory provisions

- 41.1. The following provisions of the Dutch Civil Code and all secondary regulations related to these do not apply in the relationship between CCV and the Client: Articles 7:516 to a 7:519, Article 7:520 (1), Article 7:522 (3), Article 7:527, Articles 7:529 to 7:531, Article 7:534 and Articles 7:543 to 7:545 of the Dutch Civil Code.
- 41.2. Also excluded from application are all provisions of the Dutch Market Conduct Supervision (Financial Institutions) Decree (*Besluit gedragstoezicht financiële ondernemingen*) relating to the content and provision of the information required by Title III of the Payment Services Directive, implementing Articles 7:516, 7:517, 7:518 and 7:530 (4) of the Dutch Civil Code.