

# General Business Conditions for Giftcard Programs

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## 1 Scope of application

These General Business Conditions (hereinafter referred to as "GBC") apply to the products and services agreed between the Merchant and Worldline Switzerland Ltd. (hereinafter referred to as "Worldline") in the Giftcard programmes (hereinafter referred to individually as the "Contract Module" or collectively "Contract Modules") in the area of sales, processing and administration of gift cards (hereinafter referred to as "Giftcards"). The use of the virtual Giftcard Platform operated by Worldline assumes that the Merchant has concluded separate contracts for the acceptance of cashless means of payment and uses payment terminals approved by Worldline. Giftcards may only be used at the Merchant's point of sale (so-called "two-party system"); see section 7.3.

These GBC form an integral part of the respective Contract Modules. The agreed Contract Modules form an integral part of the "Framework Agreement on Cashless Payments" concluded between the Merchant and Worldline (hereinafter referred to as the "Framework Agreement").

## 2 Infrastructure of the Merchant

The Merchant shall be completely responsible for obtaining, operating and maintaining an infrastructure that is suitable for the use of the Giftcard Platform as well as for taking the technical security measures to prevent any misuse of the infrastructure. All costs resulting from changes to the infrastructure shall be borne by the Merchant.

## 3 Giftcard Platform of Worldline

### 3.1 General

Worldline operates and supports the Giftcard Platform in technical, organizational and administrative respects.

The Giftcard Platform allows the Merchant to plan, implement and manage customer loyalty activities. The management area of the Giftcard Platform includes an area accessible to the Giftcard holder (hereinafter referred to as "Cardholder"). The Cardholder also has the opportunity to use the Giftcard app provided by Worldline. This serves, in particular, to query credit balances, payments made and the expiry date.

The Merchant shall have no right to the Giftcards Platform being available at all times and operating without disruption. Worldline provides no warranty in this respect. Worldline shall be authorized to interrupt, at its equitable discretion, the operation of the Giftcards Platform if it deems such an interruption to be necessary for material reasons, for example system adjustments and updates, disruptions, risk of misuse.

Worldline reserves the right to change or supplement the Giftcard Platform in technical and organisational terms. If this means the infrastructure has to be adjusted, the Merchant must carry this out at its own expense, following the instructions of Worldline.

## 3.2 Data transmission and storage

The transmission of transaction data is encrypted. However, as the transmission takes place via the Internet, Worldline provides no guarantee for the security of the transmitted data.

## 3.3 Fault reports

If faults occur on the Giftcard Platform, the Merchant must report these to Worldline by email without delay. A fault report is deemed to have been received as soon as all the information required for the repair has been transmitted. Fault reports that arrive outside the operating hours are deemed to have been received on the next service day, at the beginning of the operating period.

The Merchant will assist Worldline in the search for the cause of the fault. The Merchant is obliged to immediately test proposals submitted by Worldline for repair, in particular software updates, and then to provide feedback regarding the status of the fault.

## 4 Prices and payment terms

### 4.1 Prices

Worldline's products and services are subject to the prices and fees set out in the Contract Modules.

### 4.2 Taxes

The prices and fees for Worldline products and services specified in the Contract Modules are exclusive of VAT, source taxes and other charges unless otherwise stated. All taxes and duties which under the legislation of the Merchant's country are due or could in future become due with respect to the services to be rendered by Worldline within the scope of the contractual relationship shall be borne by the Merchant. In all cases, the Merchant is obliged to adhere to the provisions applicable in its country in relation to indirect taxes, withholding taxes and any other duties. The Merchant shall fully indemnify Worldline against any claims derived therefrom by third parties against Worldline.

### 4.3 Invoicing

Unless otherwise agreed, the current fees in relation to processing and administration of the Giftcard will be invoiced quarterly, for the first time for the month following the signing of the Contract Module. The one-time costs from the basic and additional services are due for payment immediately. Invoices are submitted to the Merchant in hard copy.

In the event of termination by the Merchant, there shall be no entitlement to any reimbursement of fees already paid.

### 4.3.1 Other services

Other services requested by the Merchant, such as evaluations, investigations, restoration of willingness to perform or the like, shall be invoiced to the Merchant on a time and material basis.

## 4.4 Payment

### 4.4.1 General

The modality of payment mentioned on the invoice shall apply. The term of payment is 30 days after the invoice date; upon its expiration the Merchant shall fall into arrears without further notice.

The offsetting of the Merchant's claims vis-à-vis Worldline is only permitted with prior written consent from Worldline.

### 4.4.2 Payment by offsetting

In the case of payment by offsetting, Worldline is entitled to offset due claims from the Contract Modules (in particular usage fees and commissions) with the reimbursement resulting from the fulfilment of Contract Modules for the acceptance of cashless means of payment. Worldline shall notify the Merchant of the offsetting date on the invoice issued and account for the offsetting on the reimbursement notice.

## 4.5 Default of payment

In the event of the Merchant falling into arrears, Worldline shall be entitled to charge default interest at the rate of 10% p.a. on the invoice amount and charge all costs for dunning and debt collection to the Merchant.

In the event of late payment and following expiry of the first reminder period, Worldline shall be entitled to offsetting in accordance with section 4.4.2 and it also reserves the right, to discontinue the rendering of services or revoke the rights of use granted under section 6.3. The costs for the restoration of services shall be borne by the Merchant.

## 5 Ordering and delivery of Giftcards

### 5.1 General

The Giftcards are ordered via the contract module. The fees for the production and delivery of the Giftcards are to be paid by the Merchant by means of a transfer after conclusion of the contract. In the latter case, sections 4.3, 4.4.1 and 4.5 shall apply.

## 5.2 Giftcard properties

### 5.2.1 Card design

The Merchant chooses the desired card design from the specifications when ordering. The company name and/or logo of the Merchant must be printed on the back of the Giftcards. Exceptions can be agreed in certain circumstances. The Merchant is obliged to email the print data to the Worldline advisor for all Giftcard orders.

Colour deviations are possible during printing and do not represent a defect.

Worldline is free to choose the content design of the Giftcards and the card designs offered. The Merchant is not entitled to retain previous card designs.

### 5.2.2 Period of validity and reloadability

All Giftcards offered by Worldline are reloadable and have a validity period of 2 or 5 years. If the Merchant decides on a different period of validity, additional costs will be incurred. The Merchant chooses the desired period of validity when ordering. The period of validity shall begin when the Giftcard is first loaded and shall extend with each new load by the originally selected validity period.

### 5.2.3 Maximum load amount

The maximum load amount per Giftcard and calendar year is CHF 3000. A cash refund to the cardholder of a loaded amount is expressly prohibited.

## 5.3 Delivery

Worldline is responsible for the delivery of the Giftcards to the address stored on the Giftcard Platform. The risk of damage and loss of the Giftcards passes to the Merchant on receipt of the Giftcards.

## 5.4 Warranty

The warranty period is limited to the period of validity of the respective Giftcard and ends no later than 12 months after completion of the order by the Merchant. Worldline undertakes to replace defective Giftcards free of charge during the warranty period. The replacements are sent out once the Merchant has returned the defective Giftcards to Worldline.

## 6 Integration and use

### 6.1 General

The Merchant accesses the Giftcard Platform via the Internet. Worldline provides the Merchant with various interfaces (fee-based) for integrating Giftcard services into its infrastructure. Responsibility for the integration of Giftcard services into its infrastructure rests entirely with the Merchant. Worldline offers integration support for POS-integrated terminals (pos-integration.@worldline.com).

Worldline assumes no liability for the software provided to the Merchant for integration of the Giftcard Platform into its infrastructure.

## 6.2 Access rights

The Merchant must define in the contract module the person who is to have access to the administration area of the Giftcard Platform. The personalised login data (hereinafter referred to as "Login Data") authorise the latter to make changes to the scope of services and configuration on behalf of the Merchant.

The Merchant is responsible for ensuring that the Login Data are sufficiently protected against access by unauthorised third parties. In addition, he must renew the passwords regularly.

Anyone who identifies themselves to Worldline using the Login Data is deemed to have been legitimised by the Merchant to use the Giftcard Platform. Worldline checks only the Login Data; no further legitimacy test is carried out.

If there is reason to fear that unauthorised third parties have obtained knowledge of the Login Data, then the Merchant must have the Login Data blocked immediately by Worldline. The Merchant shall be liable for all acts carried out by third parties using the Login Data as well as for his own. In case of loss of the Login Data, the Merchant can apply for a new login and/ or password on the Giftcard Platform.

## 6.3 Usage rights and copyrights

Worldline grants the Merchant a non-exclusive right to use the Giftcard Platform and the Giftcard app during the term of the contract. The right of use may only be transferred to affiliated companies of the Merchant or third parties with the prior written consent of Worldline.

All components of the Giftcard Platform and Giftcard app are copyrighted works and may only be used for their intended purposes. The Merchant may copy the provided software only for backup and archiving purposes. Any further copying or modification as well as any further intervention in the software is prohibited.

In the case of violations of the provisions in this clause, all rights of use shall expire.

## 7 Due diligence obligations of the Merchant

### 7.1 Compliance with security requirements

The Merchant is obliged to ensure through appropriate measures that no manipulation is possible, in particular no improper transactions. The Merchant must train its personnel in the correct use of the Giftcard Platform at appropriate intervals, in particular during commissioning. It shall also instruct its personnel about measures to be taken to prevent misuse and fraud.

### 7.2 Conformity of the offering

The Merchant is obliged not to use the Giftcard services in an abusive manner and to respect the law as well as the rights of third parties. In particular, the Merchant must ensure that the business executed via the Giftcard Platform is neither illegal nor immoral.

### 7.3 Points of sale

The Giftcards may only be used at the Merchant's agreed points of sale (branches, subsidiaries, outlets, stores, or online stores). Extending the system to third parties is expressly excluded.

Apart from the connection of the terminals, the configuration and support of the participating points of sale of the Merchant as well as all commercial aspects connected with the sale or the release of the Giftcard are the full responsibility of the Merchant.

### 7.4 Terms of use for Giftcards

The Merchant is fundamentally free to set the terms of sale and use of the Giftcards vis-à-vis the cardholder.

### 7.5 Legal relationship between Merchant and Cardholder

Worldline is not responsible for the sale or the release of the Giftcards to the cardholder and the arrangement of the loyalty offers. The relevant contractual relationship exists exclusively between the Merchant and the respective cardholder. Legal objections arising from transactions with cardholders, in particular complaints and objections, must be settled by the Merchant directly with the cardholder.

### 7.6 Changes on the part of the Merchant

Changes on the part of the Merchant (e.g. regarding its legal form, business activity, address, account details, legal representatives, points of sale or infrastructure) shall be immediately communicated by the Merchant to Worldline in writing. In the event of a change of address, the Merchant must immediately adjust the address data stored on the Giftcard Platform. Worldline is entitled to invoice the Merchant for the expenses associated with changes.

## 8 Data protection

The Contracting Parties are obliged to comply with the provisions of the respectively applicable data protection act. The Merchant is obliged in par-

ticular to handle transaction and card data securely, carefully and for a purpose-related.

Worldline is entitled to transmit data from the Contract Modules and the Framework Agreement to Worldline-specified third parties to the extent required for the assessment of possible risks or transaction processing.

The Merchant acknowledges that the data (in particular master data and transaction data) related to the conclusion and fulfillment of the Contract Modules is processed in Switzerland and in countries of the EU. The Merchant agrees to this and grants its express consent to the data processing.

## 9 Liability

Notwithstanding ancillary statutory provisions and unless explicitly regulated otherwise, the Merchant shall be liable, in particular, for damage that Worldline incurs as a result of the former, or third parties involved by it, failing to fulfill their obligations, notably in technical, organizational and administrative respects. In particular, Worldline is entitled to pass on to the Merchant any potential claims for damages resulting from a culpable breach of duty by the Merchant or by third parties involved by it as well as any penalty and/or processing fees imposed by the licensors and any other case-related expenses. The Merchant shall fully indemnify Worldline in this respect and shall be liable for these claims and any additional case-related expenses.

Unless explicitly regulated otherwise, Worldline or third parties involved by it shall be liable in case of wilful misconduct or gross negligence in accordance with the statutory provisions. The liability of Worldline for slight negligence shall be fully excluded.

The liability of the Contracting Parties for culpable harm to life, body or health as well as the statutory product liability remain intact.

## 10 Notifications

All notifications shall be issued in writing unless another form has been explicitly agreed in the Contract Module. Written form also includes electronically transmitted messages (e.g. via e-mail).

## 11 Modifications and additions to the Contract Modules, incl. fees

Changes and additions to the Contract Modules, in particular to the GBC and the other integrating parts, must be made in writing in order for them to be concluded and must be legally signed by both Contracting Parties. The provisions in section 2 of this clause remain reserved. Any behaviour deviating from the provisions of a Contract Module does not justify a contract change or addition.

Worldline reserves the right at any time to modify or make additions to the Contract Modules, in particular the GBC and other integral parts as well as the fees and payment modalities. These modifications or additions shall be communicated in writing to the Merchant at least 30 days prior to their coming into force. If the Merchant disagrees with the notified change or addition, it has the right, at the point the change or addition comes into force, to terminate the Contract Module affected by the change or addition by registered letter within 20 days of receipt of notification of the change or addition. If the Merchant fails to terminate the contract, this shall be deemed approval of the change or addition.

## 12 Coming into force, duration and termination

### 12.1 Coming into force

The Contract Module shall come into force upon signing of the Contract Parties.

### 12.2 Duration

The Contract Module shall be concluded for an indefinite period. The Contracting Parties' right to terminate pursuant to section 11 and the right to immediate termination for good cause of the Contracting Parties, pursuant to section 12.4, remains reserved.

### 12.3 Ordinary termination

The contractual relationship may be terminated by registered letter as per the end of a quarter, subject to a notice period of 6 months, for the first time at the end of the quarter at least 12 months after the first Giftcard order.

Notification of termination of one Contract Module does not cause the termination of the remaining Contract Modules. If no further Contract Modules exist, the termination of the sole Contract Module automatically results in the dissolution of the Framework Agreement.

### 12.4 Extraordinary termination

In the event of good cause, the Contracting Parties shall be entitled at any time to terminate the Contract Modules with immediate effect. In particular, good cause includes the following:

- serious or repeated breaches of the provisions of the Contract Module by either Contracting Party;
  - inconsistencies in settled transactions;
  - a significant change in the ownership structure and control of the Merchant
  - the opening of insolvency proceedings over the assets of the Merchant.
- The extraordinary termination of Contract Modules for the acceptance of cashless means of payment authorizes Worldline to immediately terminate all existing contract modules. The immediate termination of all existing contract modules causes the Framework Agreement to be automatically rescinded.

## 12.5 Consequences of contract termination

Following termination of the Contract Module, the Merchant shall remove all references to the corresponding services of Worldline visible to customers. Worldline guarantees the processing of all Giftcards sold and activated by the Merchant prior to the termination of the contract up to 24 months after its termination in accordance with the contractual conditions. All Giftcards that have not been sold to cardholders or have not been activated by the time the contract terminates shall expire and shall become unusable.

The obligations arising out of sections, 8 (Data protection), 9 (Liability), 12.5 (Consequences of contract termination), 13 (Confidentiality), 14.1 (Assignment prohibition) and 14.4 (Applicable law and place of jurisdiction) shall remain in place following termination of a Contract Module; whereby the obligations under section 12 continue to exist until the Merchant has fulfilled them.

## 13 Confidentiality

The Contracting Parties reciprocally undertake to keep confidential the agreed commercial conditions as well as all information, documentation, data and processing techniques – described or identifiable as being confidential and neither publicly nor generally accessible – that they become aware of in fulfilling the Contract Modules; they may only make these accessible to third parties with prior written consent from the other Contracting Party. This does not prevent any Contracting Party from disclosing confidential information insofar as it constitutes a performance of mandatory provisions of law.

## 14 Concluding provisions

### 14.1 Assignment prohibition

The Merchant may only assign any of the rights or duties it has vis-à-vis Worldline with prior written consent from Worldline.

### 14.2 Involvement of third parties/assignment to Group companies

Worldline reserves the right to transfer the fulfillment of its contractual obligations to third parties at any time, without having to inform the Merchant. Such third parties are authorised to carry out legal acts resulting from the Contract Modules for Worldline and to act on behalf of Worldline for this purpose.

Worldline is entitled to assign the Contract Module to another Group company. In such a case, the Merchant is to be suitably notified.

### 14.3 Severability clause

Should a provision of the Contract Modules (including fees) be declared invalid, the remaining provisions shall not be affected thereby and are to be construed in such a way as if the Contract Module concerned was concluded without the invalid provision. The same applies to any contractual omissions.

### 14.4 Applicable law and place of jurisdiction

All legal relationships between the Merchant and Worldline arising from the Framework Agreement and from all Contract Modules concluded are subject to Swiss law. The exclusive place of jurisdiction is Zurich.