



Customer ID :
Customer Name :

Date :
Nos références :

General terms and conditions governing payment terminals¹

I. SCOPE OF APPLICATION

These General Terms and Conditions (hereinafter the "GTC") govern the use of the payment terminals, including accessories (hereinafter the "terminals"), acquired by Banque Internationale à Luxembourg S.A., 69, route d'Esch, L-2953 Luxembourg (hereinafter "BIL" or the "Bank") from Servipay S.à.r.l., 10, rue du Lavoir, L-3358 Leudelange (hereinafter "Servipay") and which BIL makes available to the Client as part of the Pro Payment Package (hereinafter the "Package"). Moreover, these GTC govern all the services linked to the commissioning and operational maintenance of the terminals provided and operated by Servipay. By subscribing to the Package the Client fully and completely accepts these GTC.

By signing this document, the Client declares that they have read and accept the GTC.

2. FEES AND TERMS OF PAYMENT

The Bank shall be remunerated in accordance with its fee schedule (amount and terms of payment).

The Bank can provide the Client with the current fee schedule at any time.

The Client shall receive at least two months' notice of any changes to the fee schedule by mailshot, account statement or by display on the Bank's website. The Bank shall consider these amendments approved if it has received no written objection from the Client before the amendment takes effect.

The Client authorises the Bank to debit their account with the charges, fees and commissions for which the statements of account, in the absence of other documents transmitted by the Bank, shall serve as invoices for services rendered.

The Client is responsible for costs incurred by the Bank in relation to either procedures implemented to regularise or recover the debt, or measures taken against the Client by authorities or other third parties.

3. DELIVERY

3.1 General information

Servipay is responsible for delivering the terminals to the place specified by the Client. The risk of loss or damage to the terminals is transferred to the Client upon receipt of the terminals.

3.2 Delivery dates

Any delivery dates that may be agreed with the Client are for information purposes only and are not legally binding. In the event of a delay in delivery, Servipay shall inform the Client immediately. The Bank shall have no liability in the event of any delay in delivery caused by suppliers, manufacturers and third parties.

3.3 Verification of the terminals

The Client must check the state of the terminals delivered and verify that they operate properly within thirty (30) days after receipt. Any defects noted by the Client must be notified to Servipay in writing within this period. In the absence of any such notification during this period, the Client shall be deemed to have taken delivery of the terminals in accordance with these GTC.

3.4 Delay in delivery

If the terminals have not been delivered within three months after the Package subscription file has been fully finalised, the Client shall be entitled to terminate the contractual relationship immediately, in writing. In such a case the Client shall not incur any costs.

4. SPECIAL PROVISIONS RELATING TO THE TERMINALS

4.1 Throughout the period of subscription to the Package, the Bank shall provide the Client with terminals in perfect working order, incorporating the latest technology and compliant with technological security requirements.

4.2 Retention of title

The terminals shall remain the property of the Bank. The Client may not transfer the terminals to third parties, sell them or pledge them in any way whatsoever.

4.3 Warranty

Any failure resulting from defective equipment or a manufacturing error that occurs within twenty four (24) months after delivery must be notified in writing to Servipay by the Client. In such cases, Servipay shall carry out the repairs or deliver a replacement terminal, without any obligation to pay compensation for any damage (in particular indirect and consequential damage).

This warranty is void if the failures are the Client's responsibility, for example due to faulty installation, incorrect use, the opening of the terminals or changes or repairs carried out by the Client. The warranty does not cover consumables. This applies especially to the rechargeable batteries of the devices and network connection components.

5. OBLIGATIONS OF THE CLIENT

5.1 Operating infrastructure of the terminals

The Client is responsible for installing all electrical and network connections, as well as the telecommunication equipment, needed to ensure that the terminals operate properly.

The Client shall ensure that they comply with Servipay's current requirements and that they are available before the agreed commissioning date. If the preliminary work is incomplete or inadequate, all resulting costs shall be borne by the Client.

In addition, the Client must ensure that the electrical and network connections, as well as the telecommunication equipment, operate correctly and that the terminals are protected against short circuits. Any damage or failures related to inadequate electrical, network or telecommunication installations shall be the Client's responsibility.

5.2 Preventive technical measures

The Client must ensure that appropriate measures are taken to prevent any improper use of the terminals. They must in particular not allow unauthorised third parties to have access to the terminals.

If the Client identifies any suspicious or unfamiliar elements on a terminal, they must inform the Bank and Servipay immediately and must not process any more payments on the terminal in question.

5.3 Use of the terminals

The terminals must be used for their intended purpose. The Client must use the terminals with the utmost care and in accordance with Servipay's user guide.

The Client shall ensure that the terminals are supplied with electricity and connected to the network twenty four (24) hours a day (in particular to receive software updates).

The software installed on the terminals is protected by copyright. Such software may not be copied, modified or manipulated in any way.

5.4 Access to the terminals

For services provided on site, the Client must ensure that the technician has access not only to the terminals, but also to the premises where they are located and to the technical facilities.

If it is not possible to access the terminals on the agreed date, the Client shall bear all the resulting costs.

¹ Applicable subject to acceptance of the Pro Payment Package subscription request.

5.5 Deactivation of the terminals

For technical security reasons, terminals reported as stolen are permanently deactivated by Servipay. A terminal is permanently deactivated at the Client's written request and the Client may not subsequently cancel such requests.

Terminals that are no longer used shall be recovered by Servipay on behalf of the Bank.

5.6 Obligation to provide information

Any changes concerning the Client, such as a change of address or legal form, changes to supporting documents, etc. must be notified in writing to the Bank and Servipay at least one month before they become effective.

6. PROVISION OF SERVICES

6.1 Provision of commissioning services

6.1.1 Activation

Servipay shall perform all system configuration needed for the operation of the terminals.

6.1.2 On-site commissioning and user training

Servipay shall install the terminals on the site and on the date agreed with the Client.

The on-site installation includes training in the use of the terminal and all its functions. The user training is organised on site once the terminal has been installed.

The Client undertakes, in accordance with clause 5.4 above, to grant access to the terminal. The Client shall also ensure that the employees to be trained are present. If these prerequisites are not met, the resulting costs shall be borne by the Client.

6.2 Provision of operation services

6.2.1 Operation of the system

Servipay shall ensure the operation of all the systems needed for processing card transactions.

6.2.2 Helpdesk

Servipay has a telephone helpdesk which is available at the times and in the languages notified by Servipay to its clients. This helpdesk assists clients in areas relating to the use of the terminals as well as dealing with technical failures and repairs.

6.2.3 Software updates

Servipay regularly updates software. These updates are necessary, in particular to comply with security provisions relating to the processing of card transactions.

6.3 Troubleshooting

6.3.1 General information

In the event of any failure or malfunctioning of the terminal, the Client must inform Servipay's helpdesk. If an on-site repair is necessary, Servipay shall ensure that it is organised within the time limit and at the place agreed with the Client, during the business hours indicated by the Client.

Servipay shall repair terminal failures during the contractual period. Servipay shall decide at its discretion whether the defective parts should be replaced or whether the terminal itself should be replaced.

The following services are not covered by the Package and shall be invoiced to the Client according to a separate price list available from Servipay:

- the repair of damage caused by an event of force majeure or due to the Client or a third party;
- the replacement and repair of consumable parts and accessories;
- the repair of damage caused by electrical, network or telecommunication system failures.

6.3.2 Repairing failures by replacing the terminal

This solution entails delivering a ready-for-use replacement terminal of the same value and removing the defective terminal. The Client must ensure that the terminal to be exchanged is ready for collection; that is to say with all connections and accessories removed. If the replacement terminal cannot be delivered for reasons outside the control of Servipay or if the terminal to be exchanged is not ready for collection, all the costs thus incurred shall be borne by the Client. The terminal delivered replaces the defective terminal.

7. SPECIFIC CASE OF MOBILE TERMINALS

A SIM card shall automatically be supplied with the mobile terminal chosen by the Client.

In the case of a mobile terminal, neither BIL nor Servipay shall have any liability for failures resulting from inadequate or defective network coverage.

The Bank hereby authorises Servipay to deactivate the SIM card immediately and without notice in the event of any misuse, suspected misuse or for security reasons.

The cost of reactivating a SIM card blocked following improper use shall be borne by the Client.

In addition, the Client shall be responsible for any damage resulting from the improper use of the SIM card.

Furthermore, BIL reserves the right, without having to provide reasons, to require the Client to return its SIM card or to deactivate it, subject to prior notice of sixty (60) days.

8. LIABILITY

8.1 The Client shall be liable to BIL and Servipay for any damage resulting from any failure to fulfil its obligations.

The parties shall also be liable for any damage caused by third parties whose services they have used, as if they themselves had caused such damage.

BIL accepts no liability – insofar as legally permitted – and in particular for indirect or consequential damage, and shall be solely liable for wilful damage. In addition, BIL shall not be liable to the Client for any damage suffered by the latter as a result of a failure, defect or malfunctioning of the terminals.

8.2 The Client is liable for any damage to the terminals or their loss. In the event of loss or total destruction, the cost of the new terminals and related administrative expenses shall be invoiced to the Client.

9. AMENDMENTS AND ADDITIONS

Subject to paragraphs 2 and 3 above, any amendments and additions to these GTC must be in writing and signed by both contracting parties.

The Bank may make amendments and additions to these GTC, the Package and the other integral parts of the contract and the charges at any time by giving the Client at least two (2) months' notice by mailshot, account statement, display on the Bank's website or using any other durable medium, so as to take account in particular of any legislative or regulatory changes, as well as of changes in local banking practices and the market situation. The Bank shall consider these amendments approved if it has received no written objection from the Client before the amendment takes effect. If the Client does not agree with the amendments, they shall be entitled to immediately terminate the relationship in writing, at no cost, before the date the amendment takes effect.

10. EFFECTIVE DATE, TERM AND TERMINATION

10.1 Effective date

The Package shall enter into force when the Client signs the subscription form.

10.2 Contractual term

The Package is concluded for an indefinite period, but for at least any minimum contractual period concluded (hereinafter the "Minimum Period").

10.3 Normal termination

The Client may terminate the contractual relationship entered into with the Bank at any time with immediate effect by registered letter with acknowledgement of receipt.

In the event of termination before the end of the Minimum Period, the Client shall be liable for fees due up to the end of the Minimum Period.

The Bank may terminate the contractual relationship entered into with the Client by giving two (2) months' notice by registered letter.

10.4 Extraordinary termination

BIL shall be entitled to terminate the availability of the terminal without notice, for serious reasons, including in particular:

- serious or repeated default by the Client in the fulfilment of their obligations;
- the opening of insolvency proceedings against the Client.

10.5 Effects of termination

If the contractual relationship is terminated, the Client shall have fourteen (14) calendar days to return the terminals, at their own expense, to an address specified by BIL. Until they have returned them, the Client shall remain liable for the fees, regardless of the date of termination, and any damage to the terminals or their loss shall be invoiced to the Client.

11. CONFIDENTIALITY

The contracting parties mutually undertake to treat as confidential all information, documents and technologies of which they may become aware in connection with the Package and which are confidential or identifiable as such, that are not in the public domain or commonly accessible. This undertaking also applies to the terms and conditions of their agreement. Furthermore, they undertake not to make them accessible to third parties without the written consent of the party that has disclosed them.

This provision shall remain in force after the termination of the contractual relationship.

12. PERSONAL DATA PROTECTION

The Bank, acting as a data controller, carries out a processing of personal data, in accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the "GDPR"). The purpose of the processing is to provide the Package to the client, particularly by collecting the following categories of personal data:

- Identification data (first name, last name, date of birth, place of birth, signature, etc...);
- Contact details (postal address, email address, phone number);
- Official documents (copy of the identity card or passport);
- Economic and financial data;
- Electronic communications (exchanges of electronic communications with the Bank and phone recordings).

The lawfulness of the processing is based on article 6 paragraph 1 (b) of the GDPR, inasmuch as it is necessary to the performance of these GTC. Not providing the aforementioned personal data shall make the Bank unable to provide the Package to the client.

Signed in _____, on _____

Client's signature

The recipients of the personal data are the Bank and Servipay, both acting as joint controllers and both located in Luxembourg. The client's personal data shall not be transferred outside the European Economic Area.

In accordance with the applicable legislation, the Bank shall store the client's personal data for a 10-year period after termination of all business relationships with the client.

The client has the following rights regarding the personal data that the Bank processes about him/her:

- Right to access his/her data;
- Right to rectify his/her data;
- Where applicable, right to erase his/her data;
- Right to restriction of the processing of his/her data;
- Right to portability of his/her data;
- Right to object to the processing.

The information requests on the processing and the exercises of rights must be submitted by the client through one of the following channels:

- On the bil.com website, in the "Data Protection" section;
- By email to the dpo@bil.com address;
- By mail to the following address: Banque Internationale à Luxembourg, Data Protection department, 69 route d'Esch, L-2953 Luxembourg.

In case of unsatisfactory answer, the client can also lodge a complaint to the Commission Nationale pour la Protection des Données, located 15 boulevard du Jazz, L-4370 Belvaux.

13. FINAL PROVISIONS

13.1 In the event that any provision of these GTC is declared invalid or without legal effect, the remaining contractual provisions shall remain unaffected and shall be interpreted as if the Package had been concluded in the absence of the invalid provision.

13.2 Use of third parties

BIL reserves the right, at any time, to entrust the performance of all or part of its contractual obligations to third parties without being required to inform the Client.

For the record, it is to be noted that the services related to the terminals are delivered by Servipay.

13.3 Applicable law and jurisdiction

All legal relations between the Client and BIL pursuant to the Package and these GTC shall be governed by Luxembourg law and the courts of the city of Luxembourg shall have exclusive jurisdiction to hear any disputes arising in connection with the Package and these GTC.