

ACQUIRING SERVICES SCHEDULE

1. Interpretation

1.1. The following definitions apply in this schedule:

Acquiring Services: the processing, clearing and settling of Transactions.

ACPR: French *Autorité de Contrôle Prudentiel et de Résolution*.

APM: alternative payment methods including Digital Wallets, BNPL services, and any other alternative payment method we tell you about, from time to time.

APM Rules: the rules and operating instructions imposed by the APM to allow the provision of Acquiring Services for APMs, as amended from time to time.

Assessment: any assessment, fine, liquidated damages, fee, cost, expense or charge of any nature which a Scheme Owners, APM, Issuer or any other third-party levies on you or us at any time, directly or indirectly, in relation to a Service, Transaction or any other aspect of our or such third party's relationship with you.

Authorisation: confirmation from the Issuer that the Cardholder has sufficient funds available for the Transaction and that the Cardholder's Card has not, at the time of the confirmation is requested, been blocked or reported lost or stolen.

BNPL: means Buy Now Pay Later services.

Business Scope: the scope of your business as detailed in the Onboarding Forms.

Card Category: a debit, credit, prepaid or commercial Card.

Card Not Present Transaction: any Transaction where the Card's magnetic stripe or chip is not read and includes Transactions by mail, telephone, post or the internet.

Card Present Transaction: any Transaction where the Cardholder is physically present with you at the time the Transaction is made, and the magnetic stripe or chip is read to process the Transaction.

Cardholder Data: information (including Personal Data) relating to a Cardholder which is processed in connection with the Services.

Chargeback: a Transaction that is disputed by a Cardholder, Issuer or Scheme Owner that we may debit from you.

Chargeback Cost: our administrative costs for processing a Chargeback, which includes any:

- reasonable costs, expenses and liabilities;
- reasonable legal fees including attorney's fees; and
- any Assessment.

Digital Wallet: a digital solution enabling the Cardholder to register data related to one or more Cards that allows the Cardholder to enter into Transactions.

Digital Wallet Operator: is an entity that provides Cardholders with a Digital Wallet.

Direct Debit Instruction: an instruction with the bank that holds your Merchant Bank Account in a form acceptable to us that allows us to debit any amount you owe us (including the Fees and any Chargebacks) under or in connection with the Agreement.

E-Commerce Transaction: a Transaction where a Cardholder provides Transaction Data over the internet using a terminal or other mode of electronic communication such as a computer or a tablet.

Fines: any fee, fine, penalty or assessment of any kind imposed by any regulatory authority and/or any Scheme Owner, whether directly against Merchant or to us arising out of your non-compliance with regulations or Scheme Rules, as the case may be.

FCA: the UK Financial Conduct Authority.

FMFC: the French Monetary and Financial Code (*Code monétaire et financier*).

Large Business: a charity within the meaning given to it in the UK PSRs with an annual income of EUR 1 million or more, or an enterprise that employs more than 10 persons and whose annual turnover or annual balance sheet exceeds EUR 2 million.

Merchant Bank Account: an account in your name with an authorised credit institution acceptable to us that is maintained by you for the purposes of receiving Settlements and paying Fees due to us.

MOTO Transactions: Transactions that are Card Not Present Transactions where the Cardholder pays using a Card concluded by telephone or mail order but does not include E-Commerce Transactions.

Pay By Link Transactions: Transactions that are Card Not Present Transactions where the Merchant sends the Cardholder a link to a secure hosted payment page for the Cardholder to enter their payment information to complete a Transaction.

Payment Method: a method of enabling payments by Cardholders to Merchant such as Cards and APMs, all to the extent and where supported by Planet UK and/or Planet France.

Planet PCI DSS Service: a service provided by Planet to Merchants using the Acquiring Services to assist registration and annual compliance attestation of PCI DSS, as detailed in the Merchant Operating Instructions.

Point of Sale: the physical location at which you accept Transactions.

PSRs: the UK Payment Services Regulations 2017.

Recurring Transaction: a Transaction that a Cardholder has agreed can be debited to their Card at agreed intervals or on agreed dates and for which the goods or services are to be delivered or performed in the future by you without having to obtain approval from the Cardholder each time.

Refund: the return of funds to a Cardholder of an earlier Transaction between you and the Cardholder.

Reserve: any amount that we hold in the Reserve Account to secure the performance of your obligations under the Agreement, as described in this Schedule.

Reserve Account: a bank account opened by us with a partner bank in which the Reserve is credited until we agree to release it to you.

Scheme: a payment network linked to a relevant Payment Method, of which certain eligible persons can become a member.

Scheme Owner: entities offering and/or regulating the relevant Payment Method.

Scheme Rules: individual rules, operating regulations, procedures and directives, including waivers, issued by each Scheme Owner applicable to the acceptance of their respective Payment Method, as may be amended, updated or changed from time to time.

Settlement: has the meaning given to it in paragraph 9 of this Schedule.

Settlement Days: the number of Business Days it takes us to settle Transactions and as agreed in the Order Form.

Small Business: a charity within the meaning given to it in the UK PSRs or an enterprise which employs fewer than 10 persons and whose annual turnover or annual balance sheet does not exceed EUR 2 million.

Strong Customer Authentication: two factor authentication as required by the PSRs which may include protocols such as Verified by Visa, Mastercard SecureCode or any industry standard.

Transaction: any payment by a Cardholder to Merchant using a Payment Method.

Transaction Data: all information related to a Transaction.

2. UK Acquiring Services

2.1. Planet UK shall provide you the Acquiring Services in the UK.

2.2. If you are a Large Business, you agree that:

- a) Part 6 of the PSRs do not apply;
- b) Regulations 66(1), 67(3), 67(4), 75, 77, 79, 80, 83, 91, 92 and 94 of the PSRs do not apply; and
- c) The period for telling us of any unauthorised or incorrectly executed payment transactions is that period specified in this Agreement rather than in Regulation 74(1) of the PSRs.

3. EEA Acquiring Services

3.1. Planet France shall provide you the Acquiring Services in the European Economic Area.

- 3.2. With respect to the provision of Acquiring Services by Planet France, you agree that:
- a) according to Article L. 133-2 of the FMFC, Article L. 133-1-1, the last two sentences of Article L. 133-7 and Articles L. 133-8, L. 133-19, L. 133-20, L. 133-22, L. 133-23, L. 133-25, L. 133-25-1, L. 133-25-2 and paragraphs I and III of Article L. 133-26 of the FMFC do not apply between us under this Agreement;
 - b) according to Article L. 314-5 of the FMFC, Sections 3 and 4 of Chapter IV of Book III of the FMFC (except paragraph III of Article L. 314-7 and paragraph I of Article 314-13 of the FMFC) do not apply between us under this Agreement; and
 - c) the period for telling us of any unauthorised or incorrectly executed Transactions is the period specified in this Agreement rather than in Article 133-24 of the FMFC.

4. **Specific obligations**

- 4.1. You shall not misrepresent yourself as being a member of a Scheme.
- 4.2. You must not criticise or mischaracterise Payment Methods or Scheme services or programs.
- 4.3. Merchant agrees to comply with and complete the Planet PCI DSS Service.
- 4.4. You agree that the information to be provided by us to you in application of articles L. 314-8 *et seq.* of the FMFC will be provided in the English language.

5. **Merchant Bank Account**

- 5.1. Unless we inform you otherwise in writing, you shall open and maintain a Merchant Bank Account throughout the Term of the Agreement and for such period after that until any outstanding Chargebacks have been resolved.
- 5.2. You must provide to us such documentary evidence of the existence of the Merchant Bank Account as we may ask you from time to time.
- 5.3. Unless we agree with you otherwise in writing, you must maintain a Direct Debit Instruction. You agree to keep the Direct Debit Instruction in place until all monies due to us under the Agreement have been paid in full.
- 5.4. You must make sure that the Merchant Bank Account has, at all times, enough credit balance to meet any monies you owe us under the Agreement.
- 5.5. You must tell us in writing, at least 30 Business Days in advance, if you intend to change the bank with which your Merchant Bank Account is held or if you wish to make any other changes to the Merchant Bank Account. You can only make changes to the Merchant Bank Account with our prior written consent.
- 5.6. You shall be responsible for any unpaid Transactions that result from your non-compliance with this paragraph 5 (Merchant bank account).

6. **Security interest**

- 6.1. In respect of Acquiring Services, Merchant hereby grants Planet UK/Planet France a security interest in all Settlements. Notwithstanding, we may further require you to enter into a charge, assignment, guarantee, indemnity or other security agreement in favour of us, in a form and over such assets and for such time as we may reasonably require, to secure to our satisfaction the performance of your obligations under the Agreement including your responsibility for any Refunds, Chargebacks, Fines or other amounts owed by you hereunder. You agree to comply with our request within the timescale specified by us.
- 6.2. If we tell you that we require security, we will not have to provide the Services to you (nor shall we have to continue to provide the Services to you if we have done so prior to that notification) until the security has been granted in our favour and we are satisfied that such security is valid and is sufficient to secure the performance of your obligations.
- 6.3. Any security granted to us will be for the purpose of securing your obligations under this Agreement. No interest is payable in respect of any security arrangements entered into in connection with this Agreement.
- 6.4. You will promptly provide us with any information or documents that we reasonably require to put the security arrangement in place.
- 6.5. Without limiting the material nature of any other breaches, a breach of this security interest section shall be considered a material breach under the Agreement.

6.6. Upon termination of the Agreement, we will release the security interest and any amounts held by us 6 months after the cessation of processing of all Transactions unless we have notified you of potential liabilities (e.g., Fines) that may exist and are not then settled.

7. **Retaining evidence of Transactions**

7.1. We may ask you to prove that any Transaction was authorised by a Cardholder.

7.2. You must retain Transaction Data in an organised manner for at least:

- a) 18 months from the date of the Card Transaction; and
- b) five years from the date of the APM Transaction

and provide them to us upon request.

7.3. If we request you to provide us with sales receipts or Transaction Data, you must do so within:

- a) seven Business Days of the request for Card Transactions; and
- b) two Business Days of the request for APM Transactions.

7.4. If you do not send us the sales receipts or Transaction Data we have requested, we may present a claim against you for the amount of the Transaction.

7.5. You will, upon our request, provide us with any information we request relating to a Transaction.

8. **Presenting Transactions**

8.1. You are required to present Transaction Data to us in accordance with the procedures set out in the Merchant Operating Instructions.

8.2. You must only present Transaction Data to us for Transactions that:

- a) are undertaken in accordance with the Agreement, the Merchant Operating Instructions and Applicable Laws;
- b) for Card Transactions, are undertaken in accordance with any Scheme Rules that we tell you about from time to time;
- c) for APM Transactions, are undertaken in accordance with any APM Rules we tell you about from time to time;
- d) have been authorised by the Cardholder; and
- e) have not been reversed for the full amount before you presented the Transaction Data.

8.3. You must not present Transaction Data for a Transaction that you know is illegal or that you should have known was illegal.

8.4. When you present Transaction Data to us, you confirm that:

- a) all Transaction Data is complete and accurate;
- b) you have provided (or in the case of a prepayment or deposit, agreed to provide) the goods or services to the Cardholder that the Transaction Data relates to;
- c) you have met all responsibilities to the Cardholder; and
- d) you have not split the Transaction into two or more Transactions.

8.5. We may reject any Transaction you have presented to us if it is not undertaken in accordance with the Agreement; the Merchant Operating Instructions; Applicable Law; for Card Transactions, any Scheme Rules we tell you about from time to time; and for APM Transactions, any APM Rules we tell you about from time to time.

8.6. If we reject a Transaction, we will not include it in the Settlement.

9. **Settlement**

9.1. We will settle with you on a net settlement basis (**Settlement**), by the agreed Settlement Days set out in the Order Form or as otherwise agreed in writing between you and us.

9.2. Subject to paragraphs 9 and 11 of this Schedule and clause 7 (Set-Off), we will credit your Merchant Bank Account or your payment service provider with an amount equal to the value of the sums due as recorded in the Transaction Data you have submitted in accordance with the Agreement, which may be reduced by:

- i. the sum of all Cardholder charges denied, refused or any Chargebacks, or other Transactions that are rejected by the Schemes for any reason;
- ii. any Refunds; and
- iii. Fees (including Fees for other Services (if any) provided to you under this Agreement) payable by you.

9.3. We will invoice you in respect of:

- a) the sum of all Cardholder charges denied, refused, any Chargebacks, or other Transactions that are rejected by the Schemes for any reason;
- b) any Refunds; and
- c) Fees (including Fees for other Services (if any) provided to you under this Agreement) payable by you.

9.4. You expressly authorise us to use the Direct Debit Instruction (as applicable) to debit from your Merchant Bank Account all the sums due to us under the Agreement (including all Cardholder charges denied, refused, any Chargebacks, any Refunds, other Transactions that are rejected by the Schemes for any reason, and the Fees (including Fees for other Services (if any) provided to you under this Agreement)) and that we have not otherwise debited from your Merchant Bank Account in accordance with paragraph 9.2.

9.5. If, for any reason, we are not able to debit the sums due to us under the Agreement from your Merchant Bank Account, we will notify you in writing and you agree to pay these sums to us (via a credit transfer or any other payment means accepted by us) within 14 days of this notification.

9.6. We will pay any Settlement to you in the currency agreed in the Onboarding Forms, unless agreed otherwise.

9.7. We may withhold any Settlement to you if we reasonably believe:

- a) any Transaction is fraudulent or illegal;
- b) you may be in breach of your obligations under the Agreement;
- c) you are not acting in the ordinary course of your business;
- d) the number or size of the Transactions is significantly greater than expected; or
- e) if any of the events referred to in clause 15 or paragraph 8.2 has happened (whether or not we have ended the Agreement or the Acquiring Services).

9.8. Where we exercise our right to withhold Settlement to you, we may retain such Settlement until we are satisfied that:

- a) the relevant Transactions are legitimate;
- b) the relevant Transactions are no longer liable to be the subject of a Chargeback; and
- c) your obligations to us have been satisfied in full.

9.9. Subject to paragraphs 9.7 and 11 of this Schedule and clause 7 unless we agree with you otherwise, we will normally pay the Settlement to you as agreed in the Order Form. However, in some instances, Settlement may be delayed including where:

- a) you receive APM Transactions and the Transactions you have presented to us are less than the currency equivalent of USD\$100; or
- b) we have told you that we will be deferring your Settlement.

9.10. You must check your Merchant Bank Account and tell us if any Settlement was incorrect without undue delay but in any event within:

- a) 13 months of the date of the Settlement; or
- b) In respect of the UK Acquiring Services only, three months of the date of the Settlement if you are a Large Business.

9.11. If there is a Settlement to your Merchant Bank Account of funds to which you are not entitled, we may subtract that amount from any subsequent Settlement amount.

10. Chargebacks

10.1. The Merchant Operating Instructions contain a summary of Chargeback rights, including examples of when a Chargeback may arise.

10.2. You agree to pay us back for the full amount of any Chargebacks.

- 10.3. Where a Chargeback investigation is opened you will give us copies of all receipts and documentation suitable to deny the Chargeback within:
- a) seven Business Days of our request for Card Transactions; and
 - b) two Business Days of our request for APM Transactions.
- 10.4. If you wish to dispute a Chargeback, you must tell us within:
- a) five Business Days of the Chargeback for Card Transactions; and
 - b) two Business Days of the Chargeback for APM Transactions.
- 10.5. You are responsible for proving to our satisfaction that the Transaction was authorised by the Cardholder and to provide evidence that we, the Scheme, the Issuer, the APM or other financial institution may require.
- 10.6. We reserve the right not to investigate the validity of any Chargeback. You agree that any decision by the Scheme Owner or the APM as to the validity of the Chargeback will be final and binding.
- 10.7. If a Transaction results in a Chargeback we may:
- a) where we apply a Reserve in accordance with paragraph 11 below, deduct the amount of the Chargeback and Chargeback Costs from the Reserve; or
 - b) debit your Merchant Bank Account with the amount of the Chargeback and Chargeback Costs.
- 10.8. If we are satisfied, in our sole discretion, that there is no ongoing risk of a Transaction resulting in a Chargeback, we will return any funds pertaining to the Transaction that we have held or debited in line with paragraph 10.7 to you.
- 10.9. You will make all reasonable efforts to maintain Chargeback rates that are acceptable to us, the Scheme Owners and the APM, as applicable.
- 10.10. You acknowledge that Chargebacks may arise a considerable period of time after the original Transaction, and you agree that we can recover any Chargebacks and Chargeback Costs from you for Transactions that were effected during the Term of the Agreement even after the Agreement has ended.
11. **Reserve**
- 11.1. We may, at any time and at our discretion, require you to constitute a Reserve to secure the performance of your obligations under the Agreement upon the occurrence of one or several of the following events (the “*Trigger Events*”):
- a) if the Merchant’s ratio of Chargebacks to sales over a month becomes higher than 0.8%;
 - b) if the Merchant’s ratio of report fraud to sales over a month becomes higher than 0.8%;
 - c) if the Merchant enters receivership, insolvency or any other bankruptcy event occurs;
 - d) if the Merchant’s Transaction volume increases by more than 20% in a month; and/or
 - e) if the Merchant breaches any material clause of the Agreement.
- 11.2. At our request and upon occurrence of a Trigger Event, you undertake to constitute the Reserve to be calculated as follows:
- a) the Reserve Amount to be transferred will be determined by Planet, at its reasonable discretion, by applying the following calculation [Gross Merchant liability – total current guarantees or other mitigants acceptable to Planet in its sole discretion].
- 11.3. The Reserve may be funded through any of the following means in an amount that will be determined by us:
- a) requiring you to deposit funds in the Reserve Account within a timeframe we have notified to you; or
 - b) debiting the Merchant Bank Account with an amount, reasonably determined by us and agreed by you, that we will deposit into the Reserve Account.
- 11.4. As and when you are liable to Planet for any claims under the Agreement (including principal, interest, indemnities, costs and accessories), we may realise all or part of the Reserve by appropriating an amount of the Reserve permitting to definitively settle these claims.
- 11.5. You agree to comply with our requirements regarding the Reserve and you agree to promptly provide us with any information or documents that we reasonably require in order to establish the Reserve.

- 11.6. We will not pay you interest on the Reserve.
- 11.7. The Reserve requirement will cease:
- a) on the day Planet decides to release the Reserve; or
 - b) at the latest, 12 (twelve) months after the date of termination of the Agreement.
- Following which, Planet will return to the Merchant the amount of the Reserve less any claim due under the Agreement.
- 11.8. Without limiting the material nature of any other breaches, a breach of this paragraph 11 (Reserve) shall be considered a material breach under the Agreement.
12. **Fines**
- 12.1. You are responsible for any Fines imposed in relation to your use of the Services and/or for your use of the Services in a manner not permitted by this Agreement or any applicable rules and regulations, including violations of Scheme Rules, such as for non-compliant Transactions. We may seek payment and/or reimbursement of such Fines via direct payment from you, via invoice, and/or set-off from any Settlement amounts owed to you and/or by exercising our rights in any security interest established under this Agreement.
13. **E-Commerce Transactions**
- 13.1. You must clearly and prominently display on your website:
- a) an appropriate privacy policy that is compliant with all Applicable Law;
 - b) your terms of trade;
 - c) your website security capabilities and policy for transmitting Card details;
 - d) your return policy;
 - e) your contact details; and
 - f) any other information that is required in the Merchant Operating Instructions or that we inform you of from time to time.
- 13.2. You and your agents must not use the website in any way that might jeopardise the integrity, confidentiality or security of your equipment.
- 13.3. You must implement Strong Customer Authentication to enable authentication of E-Commerce Transactions.
- 13.4. You are responsible for the technical integration of your website provider or chosen gateway provider with the Services we provide, and all costs and expenses directly or indirectly incurred in the technical integration.
- 13.5. You acknowledge that E-Commerce Transactions and MOTO Transactions have a higher risk of fraud and if you choose to accept such Transactions, you do so at your own risk. If a Cardholder denies having authorised the E-Commerce Transaction or MOTO Transaction, we may exercise a Chargeback or other rights of reduction or set-off under the Agreement.
- 13.6. We may immediately withdraw our permission for you to accept or process E-Commerce Transactions and/or MOTO Transactions if we believe, in our sole discretion, that there are an unacceptable number of Cardholder disputes resulting from:
- a) Transactions that you have accepted; or
 - b) any other Transactions that you have accepted which subsequently turn out to be fraudulent.
14. **Card acceptance**
- 14.1. You may choose which Card Category to accept but if you choose to accept a certain Card Category (e.g., Mastercard credit Cards), you must accept all Cards of that Card Category in the Scheme regardless of who has issued the Card (i.e., all Mastercard credit Cards).
- 14.2. If you do only accept a certain Card Category you:
- a) must inform Cardholders of this clearly before the Cardholder enters into the Transaction including by displaying the information prominently:
 - i. at the Point of Sale and the entrance of your premises for Card Present Transactions; and
 - ii. on your website or other applicable electronic or mobile medium for Card Not Present Transactions;
 - b) must not display any information or graphic that suggests you accept all Card Categories.

14.3. You must:

- a) subject to paragraph 14.2, accept and honour all Cards presented by Cardholders;
- b) only accept payment for genuine goods and services which have been supplied by you to the Cardholder;
- c) follow the control procedures in the Merchant Operating Instructions;
- d) display prominently on all your premises, trading venues or website where you accept Cards, the Card and the Scheme identification and trademarks as required by the Scheme Rules; and
- e) make sure that your identity is prominent to a Cardholder at all stages of a Transaction, whether at Point of Sale or online.

14.4. You must not:

- a) accept Transactions which are not directly between you and the Cardholder;
- b) in accordance with Article L. 112-11 *et seq.* of the FMFC, impose a fee or surcharge on goods or services being purchased by a Card unless Applicable Law allows you to do so and if it does, you must not impose a fee or surcharge that is higher than the actual cost to you of accepting the Transaction;
- c) process a Transaction on behalf of a third party before you have our written consent;
- d) accept Transactions where you have or ought to have reasonable doubts as to whether the person using the Card is the Cardholder;
- e) for Card Present Transactions, accept Transactions for Cards that do not bear the authenticity features contained in the Merchant Operating Instructions, are damaged, have been tampered with, are unsigned, are expired, are not yet valid or have been cancelled at the time of the Transaction;
- f) accept Transactions relating to goods or services that fall outside your Business Scope before you have our written approval;
- g) accept payment from a Cardholder for the purposes of depositing funds into the Cardholder's bank account or otherwise accept monies from the Cardholder in order to credit their bank account unless we have specifically given you our consent before you do so; and
- h) accept any Card issued in your name or on your account or Cards issued in the name of partners, officers or employees of your business, or any member of the immediate family or household of any such person before you have our written consent.

15. **Authorisation of Transactions**

15.1. You must:

- a) subject to paragraph 17, get Authorisation for each Transaction; and
- b) on our request, but in any event for E-Commerce Transactions, implement and use software to screen Transactions for fraud.

15.2. You must not:

- a) subject to paragraph 17, require a Cardholder to perform verification before the final Transaction amount is entered on the Transaction receipt or displayed to the Cardholder;
- b) proceed with a Transaction where Authorisation is refused;
- c) seek Authorisation for a different amount if a Transaction is refused; or
- d) ask a Cardholder to reveal their PIN.

16. **Recurring Transactions**

16.1. You may only accept Recurring Transactions if we have agreed this with you on the Order Form or otherwise in writing. If you accept Recurring Transactions, you acknowledge that these are higher risk and you accept this risk.

16.2. You must:

- a) provide the Cardholder with acknowledgement of the establishment of the Recurring Transaction within two Business Days;
- b) enter into an agreement with the Cardholder for the Recurring Transaction that complies with the Merchant Operating Instructions and the Schemes Rules that we tell you about from time to time;
- c) obtain the Cardholder's express consent to:
 - i. the Transaction amount, including all associated taxes and charges, or a description of how the Transaction amount will be determined;
 - ii. the Transaction currency;
 - iii. cancellation and refund policies;

- iv. any surcharge added and all associated disclosures, where you are permitted to add a surcharge in accordance with Applicable Law;
- v. the storage of their Card details to process the Recurring Transaction and provide them
- vi. provide the Cardholder with the fixed dates or intervals on which the Transactions will be processed;
- vii. notify the Cardholder at least 14 Business Days before a Recurring Transaction if:
 - a. a trial period, introductory offer or promotional period is going to end;
 - b. more than six months have elapsed since a Recurring Transaction; or
 - c. the agreement for the Recurring Transaction has changed, including the amount of the Recurring Transaction, the date of the Recurring Transaction, or any other terms of the Agreement.

16.3. You must retain evidence of the Cardholder’s consent to the Recurring Transaction for at least 18 months and make this available to us upon request.

16.4. You must not complete any Recurring Transaction if:

- a) the Recurring Transaction has been cancelled by the Cardholder;
- b) we provide you with notice that you may no longer accept Recurring Transactions; or
- c) we inform you that the Card is not to be honoured.

17. **Pre-authorised Transactions**

17.1. You may only accept pre-authorised Transactions where we have agreed this with you in writing. Where you accept pre-authorised Transactions, you acknowledge that these are higher risk and accept this risk.

17.2. Where the total amount of the Transaction is not known, you may obtain Authorisation for an amount to be reserved on the Card provided the Cardholder has agreed the exact amount to be reserved on the Card.

17.3. When you become aware of the total amount of the Transaction, you must obtain Authorisation for the full amount of the Transaction.

18. **Returns, Refunds and Cancellations**

18.1. You must:

- a) maintain and display a fair exchange and return policy;
- b) provide Refunds to Cardholders on the same terms you provide refunds to other customers;
- c) provide any Refunds on the same Card used for the original Transaction and not by any other means, such as cash or cheque; and
- d) only make Refunds for goods and services which have been supplied by you to the Cardholder.

18.2. You must not:

- a) provide any Refund by Card where the original transaction was made by other means, such as cash or cheque;
- b) accept money from a Cardholder or third party to process a Refund; or
- c) require a Cardholder to waive the right to dispute the Transaction with the Issuer.

18.3. If you restrict the return of goods or cancellation of services, you must clearly disclose your refund, return and cancellation policy as follows:

- a) for Card Present Transactions, at the Point of Sale before the Cardholder completes the Transaction. If the disclosure is on the back of the Transaction Receipt or in a separate contract, it must be accompanied by a space for the Cardholder’s signature or initials, which must be completed by the Cardholder as acceptance of your policy;
- b) for E-Commerce Transactions, during the sequence of pages before final checkout, and include a “click to accept” button, checkbox, or another acknowledgement; and
- c) for MOTO Transactions through mail, email or text message.

18.4. You must tell us without undue delay if any Refund has not been correctly executed but in any event within three months of the Transaction.

19. **Cardholder complaints**

19.1. You must respond to any complaints from Cardholders in accordance with the Merchant Operating Instructions and resolve any disputes amicably.

- 19.2. You are responsible for settling any disputes between yourself and the Cardholder and we take no responsibility or liability for any such disputes.
20. **Card Not Present / MOTO Transactions**
- 20.1. For all Card Not Present Transactions, you must get the Cardholder's full name, residential address, Card number, CVV2 and expiry date of the Card and validate the credibility of the information.
- 20.2. For MOTO Transactions, you must:
- a) not request Card details to be submitted by email or over the internet and then record a Transaction as a Card Not Present Transaction to a terminal; and
 - b) destroy all manually recorded Card data after the Transaction has been executed.
21. **Alternative Payment Methods**
- 21.1. Where we provide you with APMs, you must:
- a) display the APM brand or logo at the prominent position of the Equipment, business premises and your websites;
 - b) inform the Cardholder that any Refund requests may only be made within 365 days from the date of the Transaction;
 - c) only use the Acquiring Services for your own account and for your own business purpose;
 - d) comply with all payment security requirements for the use of the Acquiring Services that we notify you of from time to time; and
 - e) Where we have agreed to provide you and you have agreed to avail of the Klarna BNPL services, you undertake to adhere to and be bound by the Klarna Scheme Rules which can be found at the following link: Klarna's merchant scheme rules are now available online at this webpage: https://cdn.klarna.com/1.0/shared/content/legal/terms/en/MoR_Scheme_Rules. In particular you note the Merchant obligation to assign the right to receive payment from a Customer in relation to a Claim (as therein defined) to us and we, in turn, assign this right to Klarna.
- 21.2. You must not:
- a) set a minimum or maximum Transaction amount where a Cardholder uses APMs;
 - b) impose any fee on Cardholders to use the APM or provide Cardholders a lower service than what you would provide other customers;
 - c) sell any prohibited products, which we will notify to you from time to time;
 - d) process a Transaction relating to goods or services that fall outside your Business Scope;
 - e) use the APM Services:
 - i. to top-up the Cardholder's account;
 - ii. to transfer money from a Cardholder to another account; or
 - iii. for any other purpose that is not solely related to the transfer of funds without an underlying Transaction;
 - iv. process a Transaction on behalf of a third party or use the APM to perform any services for third parties;
 - f) discriminate or turn down Cardholders based on the bank issuing their Card;
 - g) engage in business that may endanger the jurisdiction in which you are doing business, the People's Republic of China or harm the social and public interests;
 - h) directly refund Cardholders for any Transactions;
- 21.3. You warrant that any goods or services sold to Cardholders:
- a) will comply with all Applicable Laws; and
 - b) do not infringe upon any third party's rights and interests, including, without limitation, Intellectual Property Rights and any proprietary rights.
- 21.4. If a Cardholder claims there is an unauthorised or fraudulent Transaction, you must, within two Business Days of our request, provide us with any evidence we may request which may include:
- a) the names and prices of the goods or services to which the disputed Transaction relates;
 - b) proof that the relevant goods or services have been properly delivered or rendered to the Cardholder;
 - c) video footage;
 - d) Transaction receipts and Transaction Data; and

e) the name and contact information of the Cardholder.

21.5. If, in any single month, the accumulated amount of Transactions that were not authorised by Cardholders exceeds £250 and 1/100,000 of the total value of Transactions, we may require you to mitigate the risks of the relevant Transactions.

21.6. We may ask you to provide us with certain marketing information, which will be provided to APMs and Cardholders.

21.7. You are responsible for ensuring that you provide us with full, accurate and up-to-date marketing information and for informing us of any change in the marketing information that you have provided to us.

22. Confidential Information

22.1. In addition to the items at clause 11.2 of these Terms, you authorise us to disclose information (whether it is Confidential Information or not):

- a) to Scheme Owners or any trade association for payment institutions providing payment services; and
- a) otherwise as may be required by law, Scheme Rules, APM Rules, best business practice, industry regulations or codes of practice.

23. Service-specific termination

23.1. In addition to our rights to otherwise terminate the Agreement and the Services in these Terms, we may suspend or terminate the Services herein where:

- a) You have not sent us a Transaction for a period of 6 months;
- b) You do not provide information requested for us to comply with Applicable Laws, such as but not limited to anti-money laundering requirements;
- c) You refuse to enter into a security interest arrangement as describe in paragraph 6 of this Schedule;
- d) where we reasonably believe Merchant is using the Services improperly, for any purpose or business not included in your Order Form, or for any purpose which may violate Applicable Law, Scheme Rules or a policy of Planet UK/Planet France/Planet (including but not limited to where Merchant has excessive unauthorized Transactions, fraud and/or Chargebacks)
- e) We are so directed by a relevant Competent Authority or Scheme Owner.

24. Own equipment

24.1. If we do not provide you with Equipment Rental Services or Equipment Purchase Services, you are responsible for the technical adaptation and installation of any equipment you use to allow us to provide you with the Services.

24.2. Any equipment you use must be:

- a) designed specifically for the region or industry in which you conduct business;
- b) suitable for us to provide the Services to you;
- c) approved by us before your use; and
- d) compliant with all applicable industry standards including PCI DSS.

24.3. If we tell you that the equipment you use is no longer approved for use with our Services, you must upgrade your equipment within the time frame specified by us to be able to continue to use the Services.

25. Acquiring Complaints

25.1. We aim to achieve the highest possible standards in the service we provide. If you are dissatisfied with the Acquiring Services provided by us, or feel you have suffered a loss as a result of our actions, you may contact us using the following means:

- a) Email: planetmscomplaints@planetpayment.com
- b) Contact no: +44203 5143808
- c) Postal Address: Planet Merchant Services SAS, at 1 Terrasse Bellini, Puteaux, 92919 Paris La Défense Cedex, France for matters relating to Planet France; or 4th Floor Ilona Rose House, Manette Street, London, W1D 4AL for matters relating to Planet UK

25.2. You accept that:

- a) We may answer and communicate with you in the English language and by email;

- b) We have not appointed any alternative dispute resolution entity or ombudsman to deal with disputes concerning the Acquiring Services by Planet France; and
- c) For UK complaints if you are a Small Business, you may be eligible to complain to the UK Financial Ombudsman Service (**FOS**). The contact details for the FOS are:
 - i. Address: Exchange Tower, Harbour Exchange, London E14 9SR;
 - ii. Telephone: 0800 023 4567 or 0300 123 9123;

Online using the FOS' online enquiry form - www.financial-ombudsman.org.uk.