

Card Schemes Guidelines ("Guidelines")

These Guidelines are part of the requirements that are imposed by the Card Schemes and are an integral part of the Acquiring Services applicable terms entered into between you and us.

Capitalized terms not defined in these Guidelines shall have the meaning ascribed to them in the Agreement as defined in the Acquiring Services Online terms and Conditions. You acknowledge and agree that the provisions specified below are required to comply with applicable regulations and requirements and you shall strictly adhere to the terms hereof throughout the term of the Agreement.

The Guidelines are subject to updates from time to time, which shall be communicated to you in accordance with the Agreement.

Please note that the following Guidelines do not derogate from your obligation to review the complete Card Scheme Rules from time to time. Should you require any clarification relating to the Card Scheme Rules you may contact us at support.europe@shift4.com.

1. Transaction Types

1.1. You acknowledge that different Card Scheme Rules may apply depending on the Transaction type:

1.1.1. Card Present (CP) Transactions: mean Transactions where the Card and the Cardholder are physically present at the point of sale, and you accept the Card via the terminal either by reading the card chip or by the card magnetic stripe.

1.1.1.1 Contact Transactions: mean a payment method where the Cardholder's payment card physically contacts the point of sale (POS) device to initiate the Transaction. This typically involves inserting (also known as "dipping") a chip card into a card reader or swiping the card's magnetic stripe. The term "contact" signifies the physical interaction between the card and the device, necessary for the Transaction's data exchange and processing. These Transactions often require the Cardholder to enter a PIN or provide a signature for verification.

1.1.1.2 Contactless Transactions: mean Transactions made by using NFC (Near Field Communication) technology, allowing Cardholders to make payments by simply waving or tapping their payment card, smartphone, or other NFC-enabled devices close to the contactless-enabled POS terminal. Unlike Contact Transactions, there is no need for physical contact between the payment device and the terminal. Contactless payments are designed for speed and convenience, typically used for smaller purchase amounts. They may still be subject to Transaction limits, above which a PIN or signature might be required for additional security.

1.1.2. Card Not Present (CNP) Transactions: mean Transactions where the Card and the Cardholder are not physically present at the point of sale, but you receive an instruction from the Cardholder to debit its account.

1.1.3. MOTO (Mail Order/Telephone Order) Transactions: occur when a Cardholder provides its payment card information over the phone or mail to make a purchase. This method does not require the physical presence of the Card or the Cardholder at the time of the Transaction. MOTO Transactions are considered CNP Transactions, with the information manually entered by you into a payment terminal or an online processing system.

1.1.4. Recurring Transactions: occur when a Cardholder gives you the authority to charge fixed or variable amounts at specific intervals over a period of time or until further notice such as in the case of subscription payments or regular payment of premium.

2. Card Scheme Marks

2.1 You shall follow the instructions given by the relevant Card Scheme or included as part of the Card Scheme Rules and/or this Agreement in relation to the proper use of the Card Scheme Marks.

- 2.2 You shall not use the Card Scheme Marks in a way that is or may be detrimental to the business or brand of the relevant Card Scheme and shall immediately stop displaying, distributing or otherwise making use of any or all the Card Scheme Marks upon request of any Card Scheme and/or us on behalf of such Card Scheme.

3. Procedures

Before honouring a Card, you agree to verify that:

- 3.1. a valid Authorisation must be obtained for each Transaction;
- 3.2. applicable to Card Present Transactions –
 - 3.2.1 the signature on the Transaction receipt matches the name embossed on the face of the Card, the signature of the Card and the signature on the identification presented, if applicable;
 - 3.2.2 the presenter of the Card is the person whose name is embossed on the face of the Card;
 - 3.2.3 the embossed account number on the face of the Card matches the printed number on the back of the Card and the account number of the Transaction receipt;
 - 3.2.4 the Card, and in particular the signature panel, must not be visibly altered or mutilated;
 - 3.2.5 the Card has not expired;
 - 3.2.6 that the presenter of the Card resembles the person depicted in any photograph intended for identification on the Card.

4. Prohibited/Restricted Industries

- 4.1. You acknowledge that we have established and maintain a list of restricted industries and of prohibited industries.
- 4.2. Restricted industries will only be accepted by us if conditions set on a case-by-case basis are satisfied by you. Prohibited industries will not, on the other hand, be accepted by us. Our restricted and prohibited industries may be viewed here: <https://www.shift4.com/s4i-accepted-industry-policy>. We may refuse to accept a Merchant where we reasonably believe that accepting a Merchant will materially negatively impact our business or reputation, even where the conditions of the accepted industry policy are met and shall provide reasons for such refusal upon Merchant's request.
- 4.3. We shall inform you in writing where we reasonably determine that the activities conducted by you fall under our restricted list or prohibited list.
- 4.4. We shall regularly review and amend our restricted list and prohibited list, and shall communicate to you material amendments in writing. Such communication does not derogate from your responsibility to review the list of restricted and prohibited industries from time to time.

5. Payment Card Industry Data Security Standards ("PCI-DSS standards")

- 5.1. You must comply with the requirements of the PCI-DSS Standards as applicable, and any modifications of such programmes that may occur from time to time.
- 5.2. You shall ensure that you are fully compliant with the requirements of the PCI-DSS Standards, as applicable to your business and at your own cost. You are solely responsible for any Penalties, associated costs or charges arising from being non-compliant or arising from data held by you being used for fraudulent or unauthorized purposes, including any investigation of the same.
- 5.3. You acknowledge that your ability to accept Card payments from your customers may be temporarily suspended during any time that you are non-compliant with the requirements of the PCI-DSS Standards.
- 5.4. You shall immediately notify us of any suspected or confirmed breach of the PCI-DSS Standards, any loss or theft of any Cardholder data.
- 5.5. You agree to receive notifications from us, regarding recommended third parties and/or suppliers that may provide you any supporting services that may assist you with filling PCI self-assessment questioners, web-site screenings or any other PCI related service.
- 5.6. You acknowledge that in cases of PCI-DSS standards violation, you may be fined by Card Schemes with significant Penalties. If such Penalties are applied for your violations, these may be invoiced by the Card Schemes to us as their contracting party (for your care). You shall fully indemnify and hold us harmless from any fines applied by the Card Schemes as a result of your breach of the terms of the

PCI-DSS Standards and/or any other Card Scheme Rules.

- 5.7. In cases, that you are reasonably considered by us as non-compliant with PCI-DSS Standards, you may be charged with PCI non-compliance Fee which will be stipulated in the Agreement. You shall not be liable for any non-compliance or fraudulent or unauthorized use, and we shall not have any related rights against you, under this clause if such non-compliance or use (i) results from our failure or others acting on our behalf to comply with this Agreement, Applicable Laws or Card Scheme Rules (unless, in the case of a breach of such rules, the breach was as a result of your failure); or (ii) is as a result of you following directions given by us or another person on your behalf.

6. Transaction Floor Limits

- 6.1. "Transaction Floor Limit" means a predefined amount at which a Transaction can be processed without needing real-time authorization from the issuer.
- 6.2. Each Transaction being processed and acquired by us is subject to a Transaction Floor Limit, which you agree to respect. These limits will be communicated to you and may be amended by us, from time to time, at our sole discretion. We are entitled to refuse the total value of a Transaction, which exceeds its respective limit and which was otherwise previously not authorized by us. In the event that we accept such a Transaction, you acknowledge that such Transaction may be charged back in total to you at a later date.
- 6.3. You agree not to evade this limit by splitting a Transaction into two or more smaller ones.
- 6.4. Despite the foregoing, a Transaction may exceed these limits if Authorization to that effect is previously obtained through our systems.

7. Authorisations

- 7.1. You must request prior authorization from us for all Transactions that exceed the Transaction Floor Limit as aforesaid.
- 7.2. Each such request for Authorization shall be for the total original Transaction amount, including applicable taxes.
- 7.3. Authorization is not a representation, promise or guarantee that we will accept the Transaction and that you will receive payment, nor that the person making the Transaction is the Cardholder.
- 7.4. Authorization may not be sought or obtained on behalf of any third party.
- 7.5. Authorization may be obtained electronically in the form determined by us from time to time.
- 7.6. Where goods are to be shipped or delivered or the services performed more than thirty (30) days after the original Authorization, you are required to obtain a new Authorization number before shipping or delivering the goods or performing the services.
- 7.7. You must also request Authorization for each Recurring Transaction.

8. Transaction Receipt

- 8.1. Unless otherwise agreed, the Transaction receipt shall include: the truncated Card number and the expiry date of the Card; the date of the Transaction; the amount of the Transaction, including applicable taxes; the Authorization number, where applicable; the name, address and number of the outlet; the Cardholder's signature (if applicable) in case of Card Present Transactions; the words "Delayed Delivery" if it has been agreed with the Cardholder that the goods or services will not be dispatched or rendered on the date the Transaction is made. In case of such Transactions;
- 8.2. You must not require the Cardholder to sign the Transaction receipt until the final Transaction amount is entered on the Transaction receipt;
- 8.3. CNP Transactions: you must ensure and/or procure that the Cardholder is made aware of your Terms and Conditions or Cancellation Policy regulating the Transaction prior to completing the Transaction.

9. Document Retention Periods

- 9.1. You must keep Transaction receipts and other documents supporting the Transaction for a minimum period of two (2) years from the date from when the goods are shipped or delivered, or the services are performed. Within this retention period, you must provide a copy of the relevant documents to us immediately upon request. If a Transaction is disputed before the expiration of the retention period, all records relevant to the Transaction must be stored until the dispute is finally resolved.

- 9.2. If a longer retention period is required pursuant to a specific country law or regulation, you must retain said agreement in accordance with the timeframes required by such law or regulation.

10. Recurring Transactions

- 10.1. Before submitting the first Recurring Transaction, you must (i) obtain the Cardholder's consent to charge their Card for the same or different amounts at specified or different times; and (ii) notify the Cardholder that they are able to discontinue the Recurring Transaction at any time. The method you use to secure the Cardholder's consent must contain a disclosure that you may receive updated Card account information from the financial institution issuing the Cardholder's Card. you must retain evidence of such consent for eighteen (18) months from the date the last Recurring Transaction is submitted by you.
- 10.2. In relation to a Recurring Transaction, we shall transmit any payment orders initiated by or through you in order to enable settlement to occur on the agreed due date.
- 10.3. The Transaction will not be honoured if: the Cardholder withdrew his authority to charge his account with the Recurring Transaction where he was entitled to do so under Applicable Law or under his contract or other arrangements with his Card issuer; the Cardholder's account was closed before Transaction was processed; the Card issuer charged back the initial membership Transaction, by mail or phone, and the Cardholder did not expressly renew; or there is any other valid reason.
- 10.4. In the event that you process Recurring Transactions without valid consent for services such as insurance services, you acknowledge and agree that we undertake no responsibility on your behalf for the collection from or timely remittance of premiums or other dues by the Cardholders and you agree to indemnify and hold us harmless from and against any claim, loss and/or liability to a Cardholder (or former Cardholder) arising out of the termination of his or her service coverage including insurance service cover.

11. Refunds

- 11.1. You must disclose your Refund policy to Cardholders at the time of the purchase and in compliance with Applicable Law.
- 11.2. You agree that you shall not make any cash Refund to the Cardholder with respect to the return of any merchandise or services previously purchased with his Card. In such cases, the Refund shall be made, by crediting the account on which the original Transaction was carried out. Refund Transactions can only be made to reverse previously processed Transactions. In case of gambling Merchants, disbursements of winnings shall be allowed provided that: (i) the credit is effected to the same account number that was used to place the winning wager; and (ii) the Transaction representing the winning wager was lawfully made and properly identified.
- 11.3. You must process a reversal or an Adjustment if a Transaction receipt was processed in error and this within fourteen (14) days.
- 11.4. Where the Cardholder may be entitled to a Refund in whole or in part under Applicable Law or the Card Scheme Rules, we will debit your account with such Refund amount. At our request, you shall provide factual elements related to the conditions of the Cardholder's Agreement with you.

12. Delayed or Amended Charges

- 12.1. Merchants offering accommodation services, services on board a cruise liner or car rental services may process delayed or amended charges if the Cardholder has consented in writing to be liable for such delayed or amended charges.
- 12.2. Solely with respect to Mastercard, you are required to obtain a separate Authorization from the Cardholder before processing the delayed or amended charge. Unless a separate Authorization is obtained, the delayed or amended charge may be recovered from you by us as required under the Card Scheme Rules. A delayed or amended charge must be processed to the Cardholder's account within thirty (30) calendar days of the original Transaction date. In these cases, you must process a CNP Transaction and include the words 'Signature on File' on the Transaction receipt.
- 12.3. You must also send a copy of the Transaction receipt to the Cardholder's address shown on the rental contract, hotel or cruiser liner registration, as applicable.

13. For Gambling Merchants

- 13.1. "Gambling Transaction" mean any Transaction involving any of the activities of betting, wagering,

lotteries or involving any activity designated as gambling activity by us.

- 13.2. "Prohibited Countries and Activities" means the list of countries and activities which are restricted or prohibited for online gambling business, as set out here: <https://www.shift4.com/s4i-accepted-industry-policy>, as amended by us from time to time on reasonable prior written notification to the you to reflect relevant legal or regulatory developments and any countries where you provide for unlicensed gambling services even though you are required by law to obtain a license.
- 13.3. You acknowledge and agree that you shall not use us to process Gambling Transactions in/for any of the Prohibited Countries and Activities.
- 13.4. You agree that the list of Prohibited Countries and Activities shall not be considered as legal advice, and it is your obligation to ensure that you are aware of and fully compliant with any laws, statutes, regulations, codes, restrictions and requirements that may affect your ability to carry out your business lawfully.
- 13.5. You acknowledge that you have been made aware that the Card Schemes have established requirements, including – but not limited to – website requirements, applying specifically to Merchants processing Gambling Transactions, and that you shall at all times comply with any such rules, as may be amended from time to time.
- 13.6. You shall ensure that you shall have appropriate controls in place to identify legitimate customers and to block suspicious activities or cards.
- 13.7. You agree that you shall provide to us any such information and documentation as we may require from time to time to enable verification of the services provided by you and that you are in full compliance with your obligations as set out and as established under all Applicable Laws.
- 13.8. Before accepting any Cardholder for the purpose of providing Gambling Transactions to such Cardholder, you shall ensure to inform the Cardholder that Internet gambling may not be lawful in some jurisdictions, including but not limited to - the United States, and shall suggest that the Cardholder check whether Internet gambling is lawful under applicable law.
- 13.9. You shall immediately inform us of any suspicious activities or Transactions, whether or not such activities or Transactions are blocked, rejected or otherwise not accepted by you.
- 13.10. You must request that Cardholders identify the state or foreign country where they are physically located at the time of the Transaction, record the response and retain it, along with the Card account number, the Transaction amount, and the Transaction date. You must retain this information for a minimum of one (1) year from the Transaction date and provide it to us upon request.
- 13.11. You must post a notice on each of your websites (in a position such that the notice will be displayed before requesting a Card account number, such as a click-through notice) stating that assertions have been made that Internet gambling may not be lawful in some jurisdictions, including the United States, and suggesting that the Cardholder check whether Internet gambling is lawful under Applicable Law or regulation.
- 13.12. You agree not to sell chips or other value that can be used, directly or indirectly, to gamble at locations other than those that you own.
- 13.13. You represent and warrant that: (i) you comply and shall at all times comply with all applicable laws and regulations and that you hold all necessary regulatory permissions and licenses in the country where you have your principal place of business and in the relevant territories where you accept Gambling Transactions; and (ii) you have implemented and will maintain appropriate technical and organizational measures and established and implemented policies and procedures reasonably designed to identify and block or otherwise prevent or prohibit illegal Gambling Transactions.
- 13.14. You shall indemnify, defend and hold us harmless, our parents, subsidiaries, affiliates, officers, representatives, agents and employees against any and all claims, damages, losses, suits, actions, demands, proceedings, liabilities, costs, expenses or attorneys' fees (including those necessary to successfully establish the right to indemnification) threatened, asserted or filed against them, arising directly out of a breach of any clauses as set forth in this section. This liability is not limited by any limitation in liability that may be expressed elsewhere in the Agreement.

14. For Car Rental Merchants

- 14.1. When a Cardholder wishes to use the Card to rent a vehicle from you, you must sign an agreement with the Cardholder and procure that such Cardholder acknowledges all applicable terms and

conditions.

- 14.2. You shall obtain Authorization for the full estimated amount of the Transaction ("Estimated Rental Transaction"). The Estimated Rental Transaction shall be determined by multiplying the rate by the rental period reserved by the Cardholder. You shall not overestimate this amount and shall not include an amount for any possible damage to or theft of the vehicle. If you fail to obtain Authorization for the Estimated Rental Transaction and the Cardholder fails to pay the Transaction for any reason, we shall have recourse for the full amount of the Transaction. Upon return of the vehicle, the following terms shall apply:
- 14.3. if the final Transaction is no greater than the Estimated Rental Transaction plus 15% of such Estimated Rental Transaction, no further Authorization shall be necessary;
- 14.4. if the final Transaction is greater than the Estimated Rental Transaction by more than 15%, you shall obtain Authorization for any additional amount of the Transaction which is greater than the Estimated Rental Transaction. If you fail to request such Authorization for the additional amount, or Authorization is declined, and the Cardholder fails to pay the Transaction for any reason, we shall have recourse for the amount of the Transaction in excess of the Estimated Rental Transaction. We shall have the right to periodically monitor you with the Authorization procedures set forth above.
- 14.5. You must wait twenty (20) Business Days from the date of the confirmation receipt provided to the Cardholder before processing a Delayed or Amended Charge Transaction.

15. For Accommodation Merchants

- 15.1. When a Cardholder wishes to use the Card to pay for lodging, you must procure that the Cardholder acknowledges all applicable terms and conditions. A Card imprint must be obtained. At the time of check-in, you are required to obtain Authorization for the full estimated amount of the Transaction based upon the room rate and the number of days that the Cardholder expects to stay, plus taxes and other known ancillary amounts ("Estimated Transaction"). You shall not overestimate this amount. If you fail to obtain such Authorization, and the Cardholder fails to pay for any reason, we shall have recourse for the full amount of the Transaction. Upon check-out:
- 15.2. if the final Transaction is no greater than the Estimated Transaction plus 15% of the Estimated Transaction, no further Authorization is necessary;
- 15.3. if the final Transaction is greater than the Estimated Transaction by more than 15%, you are to obtain Authorization for any additional amount of the Transaction which is greater than the Estimated Transaction. If you fail to obtain such Authorization, or Authorization is declined, and the Cardholder fails to pay for any reason, we shall have recourse for the amount of the Transaction in excess of the Estimated Transaction.
- 15.4. You are entitled to charge a Cardholder one night's lodging in the event that the Cardholder has either not registered by check-out time the day following the scheduled arrival date or has not properly canceled a reservation in which case our prior Authorization is required. The Cardholder must be advised of this condition when making the reservation. If a Cardholder has not claimed or canceled an accommodation reservation by the specified time, you must hold the rooms available according to the reservation until check-out time the following day. You may then process a Card Transaction in the form of a CNP Transaction and complete a Transaction receipt that must contain the following: The amount of one night's lodging plus applicable tax; The Cardholder's name, card number and expiry date; The words 'No Show' on the signature line.

16. For Timeshare Merchants

"Timeshare Transaction" means an arrangement under which a purchaser receives an interest in real estate and the right to use an accommodation or amenities, or both, for a specified period and on a recurring basis. Any Transaction meeting this definition may be considered as Timeshare and will be subjected to the International Payment System's regulations on Timeshare Transactions. For the purpose of the Agreement, 'International Payment System' shall mean Visa International, Europay/Mastercard, Amex and/or any other Card Scheme as may be applicable to you from time to time. You must provide a full credit Refund for a previously processed CNP Transaction when the Cardholder cancels a Transaction within fourteen (14) calendar days of the original Transaction date.

17. Customer Activated Terminals ("CAT")

- 17.1. We will accept Transactions which are activated at the CAT by a Cardholder and unattended by you,

subject to the following: Authorization, including provision of the full magnetic strip data stream, must be obtained for every Transaction; the Authorization and clearing messages should be flagged with a CAT indicator.

- 17.2. You agree to reimburse us or that we offset such amounts due to you for any and all Transactions we purchased from you which are for any reason uncollectable due to fraud. We will have this right even if you have received an Authorization approval code and have complied with all other provisions of this Agreement. However, Shift4 will not have such right if the inability to collect due to fraud was made possible as a result of a failure by Shift4.

18. For Marketplaces Merchants

If you are a Marketplace, you are subject to additional terms and conditions, as described in the Marketplace Guidelines, which are subject to updates from time to time. We shall update you of applicable changes, however it is your responsibility to check with us on an ongoing basis whether there are any changes that may impact your compliance with the Card Schemes requirements.

18.1 Obligations of Marketplace:

18.1.2 Marketplace and its Merchants are to be compliant with the Card Scheme Rules.

18.1.3 Marketplace enters into an agreement with each Merchant before it deposits Transactions on the Merchant's behalf.

18.1.4 Marketplace is hereby giving its irrevocable consent to Shift4 to provide the Card Schemes with quarterly reports relating to the Marketplace processing volume. Such reports are requested by the Card Schemes in order to charge fees of Merchants' Transactions processed outside of the Marketplace's region.

18.1.5 Marketplace hereby acknowledges Shift4's right to prohibit individual Merchants from participating in the Card Schemes system and to immediately stop depositing Transactions for any individual Merchant for good cause or upon Card Schemes request.

18.2 Warranties and Undertakings of Marketplace:

18.2.2 Marketplace warrants and undertakes that it is permitted to process Transactions for Merchants located in a different country to the Marketplace, and shall ensure that Transactions are legal in the country of the Marketplace and the Merchant.

18.2.3 Marketplace warrants and undertakes that it shall be liable for all acts, omissions, Cardholder disputes, Chargebacks, Fees, charges and Assessments, and other Cardholder customer service-related issues caused by the Marketplace's Merchants.

18.2.4 Marketplace warrants and undertakes that it shall be responsible and financially liable for each Transaction processed on behalf of a Merchant.

18.2.5 Marketplace warrants and undertakes that it shall not transfer or attempt to transfer, or permit the Merchant to transfer or attempt to transfer, its financial liability by asking or requiring Cardholders to waive their dispute rights.

18.2.6 Marketplace warrants and undertakes that it shall deposit Transactions only on behalf of Merchants' of goods and services that use the Marketplace's website or application.

18.2.7 Marketplace warrants and undertakes that it shall not knowingly contract with a Merchant whose contract to accept Transactions was terminated at the direction of the Card Schemes or a government agency.

18.3 Registration Fees:

The Marketplace is required to register with the Card Schemes. Marketplace is hereby giving its irrevocable consent to Shift4 to register the Marketplace if so required, and keep it so registered throughout the term of this Agreement, with the Card Schemes, in accordance with and as required by the Card Scheme Rules in effect and as may be amended from time to time. The registration fees shall be solely borne by the Marketplace.

Download the Marketplace Guidelines, here:
chrome-extension://efaidnbmninnbpcajpcgclcfindmkaj/https://www.shift4.com/pdf/Shift4-Marketplace-Guidelines_2-1.pdf.

19. For Cash and Quasi-Cash Merchants

If you are a Merchant that uses Cash and Quasi-Cash, you must validate the Cardholder's identity. you agree to: obtain a valid Authorisation for each Transaction; swipe the Card through the CAT, or obtain a manual imprint; ask for photo identification to validate the Cardholder's identity; if the Card bears a photograph intended for identification, verify that the Cardholder resembles the person described in this photograph; indicate the positive identification on the Transaction receipt, including: description of identification, including any serial number; notation that the Cardholder's identity was verified by the photograph on the Card, if applicable. verify that the signature on the Card matches the signature on the Transaction receipt and the identification presented; process the PIN if applicable.

20. For Adult Merchants

If you are an Adult Merchant under the Merchant Category Code 5967, you must report to Shift4 any new marketing methods, including new URLs, or changes to the adult content processing.

21. Disputes with Cardholders

- 21.1. You must maintain customer service information that is readily available for review by the Cardholders. The customer service information should include clear instructions on how to contact you in relation to your Transactions. The instructions must provide at a minimum, an active customer service, your e-mail address and/or an active customer service telephone number.
- 21.2. Card issuers may refuse to settle a Transaction undertaken and processed by a Merchant in any, but not limited to the following cases and events:
 - 21.2.1. the signature on the Transaction receipt is different from that on the Card;
 - 21.2.2. the Transaction was not authorized by the Cardholder and/or no clear instruction was received from the Cardholder;
 - 21.2.3. the Transaction receipt is altered after the Cardholder has signed it;
 - 21.2.4. the Transaction receipt is for any reason incomplete;
 - 21.2.5. the Card has expired at the time of the Transaction;
 - 21.2.6. the amount charged does not correspond to the value of the goods or services purchased or rendered;
 - 21.2.7. the sale price is in excess of the authorized floor limit and no Authorization has been obtained from us;
 - 21.2.8. a negative Authorization response was given or no Authorization number was given or if given, was not properly recorded or Authorization was not properly requested or obtained;
 - 21.2.9. You do not follow the acceptance procedure for Chip and PIN Cards as indicated in these Operational Terms and Conditions.
 - 21.2.10. the Cardholder disputed the Transaction because the goods were not received or were defective, or the services were not performed or were inadequate;
 - 21.2.11. the Transaction was made with a counterfeit or altered Card;
 - 21.2.12. the Transaction was for any reason fraudulent, ineligible or illegal;
 - 21.2.13. the Transaction was split into two or more Transactions;
 - 21.2.14. there has been any departure from the terms of the Agreement and/or these Terms and Conditions in relation to that Transaction.
- 21.3. We may, at our own discretion, but shall not be obliged to, elect to treat any such Transaction as valid.
- 21.4. In case of such disputes, the Cardholder's issuing bank may request us to provide a copy of the Transaction receipt. We will request this copy and any other documentation, information or explanation relevant to the Transaction from you in writing. You are obliged to provide the foregoing within the stipulated time indicated in our request, for onward transmission to the Cardholder's issuing bank, in default of which, we shall have recourse for the gross Transaction amount. For the avoidance of doubt, our right of recourse to the gross Transaction amount applies to all Transactions.
- 21.5. We will not, under any circumstances, accept responsibility for any disputes arising between you and a Cardholder in respect of goods or services acquired with a Card. We reserve the right to deduct from the settlement the amount under dispute if this amount would not have been paid by the Cardholder. In such cases, you are entitled to undertake all such steps as may be necessary to recover this amount, and the right to obtain payment from the Cardholder will be assigned to you by us.
- 21.6. We have the right to debit you or to otherwise recover from you by any means the amount of a Chargeback. Our rights to do this are not affected by any arrangement entered into between you and the Cardholder.

- 21.7.** You have the right to bill or collect from a Cardholder any purchase or payment on the Card only after fully paying for a Chargeback that has been exercised.

22. Prohibitions

You are prohibited from the following:

- 22.1. requiring any Cardholder to pay a surcharge, whether through any increase in price of otherwise, or allowing a discount for accepting other payment methods, unless specific country laws allow you to impose a surcharge. In any event, you must: (a) include the surcharge amount in the Transaction amount, and not to collect it separately; (b) in the Europe region: clearly communicate any surcharge to the Cardholder, and the Cardholder must agree to the surcharge amount before you initiate the Transaction.
- 22.2. accepting a Card for goods and/or services which fall outside the nature of the business indicated in the Agreement and/or, in the case of a corporate Merchant, which fall outside its objects as specified in its Memorandum and Articles, statute or similar constitutional document.
- 22.3. accepting a Card for goods or services for which the provision thereof is illegal.
- 22.4. accepting a Card for unregulated charities.
- 22.5. accepting a Card for sales where the amounts charged do not correspond with the value of the goods or services purchased or rendered.
- 22.6. accepting a Card for sales made under a trade or business name, business affiliation and/or industry which is different from that agreed with us.
- 22.7. accepting a Card for amounts which do not represent a bona fide sale of goods or services at the your outlet.
- 22.8. accepting a Card for a Transaction which you know or should know to be fraudulent or not authorized by the Cardholder.
- 22.9. accepting Cardholder payments for previous Card charges.
- 22.10. disbursing funds in the form of cash, unless specifically authorised in writing to do so.
- 22.11. accepting any cash payments with respect to charges for goods or services that are included on a Transaction receipt resulting from the use of a Card.
- 22.12. processing a Transaction for collection of a dishonoured cheque.
- 22.13.** submitting Transactions that represent the refinancing or transfer to a credit card of an existing Cardholder obligation that is deemed to be uncollectible. An obligation is deemed uncollectible when it has been charged off or sold to another institution for the purpose of full or partial debt recovery and does not represent a payment for goods or services provided by you.
- 22.14. accepting the Card or submitting Transactions for settlement on behalf of another Merchant or other third party.
- 22.15. Delayed Delivery Transactions meaning a single Transaction where a Cardholder completes two separate Transaction receipts. The first Transaction receipt functions as a deposit for goods or services; the second is to pay the balance due to you.
- 22.16. presenting for payment a Transaction which has failed any one or more of the authentication checks attempted for that Transaction type. Such authentication checks include but are not limited to Cardholder ID, Cardholder signature, PIN, CVV2/CVC2 and 3D Secure authentication. (CVV2/CVC2 = Card Verification Value printed on the back of the Card in or next to the signature panel).

23. Fraudulent CFT Transactions

You shall immediately report to us fraudulent CFT Transactions. Examples of reported fraud may include the use of CFTs to transfer funds that were fraudulently obtained through scam activity or account take over.

24. Honour all Cards

- 24.1. You must be able to allow a Cardholder to choose which payment scheme or Card is used to initiate a Transaction, for all payment schemes and Cards that you support.
- 24.2. You shall inform Cardholders of the type of Cards or other payment instruments that you accept and do not accept in a clear and unequivocal manner. Such information shall be displayed prominently at the entrance of the shop and at the till/cashier or on the website or other applicable electronic or mobile medium where the Transaction is concluded for online purchase Transactions.
- 24.3. If you choose to stop accepting a type of payment Card within a particular brand of Cards, you must give us advance written notice together with the reasons thereof. If you accept a payment Card of a particular brand you must also accept other payment instruments of the same brand which are subject to the same regulated interchange fee, when properly presented for payment.
- 24.4. You are not prevented from expressing a preference for the use of a particular payment Card. A discount or other benefit may be applied at a POS location in the UK or in the EU, depending on your location, as defined by the respective Card Scheme.

25. For Merchants that are processing American Express

- 25.1. You and your affiliates may process together in volume less than 1,000,000 USD annually, as may be amended by American Express from time to time. If the volume exceeds or you have reason to believe that it may exceed 1,000,000 USD annually, you shall inform us immediately as we may need to introduce you in order to establish a direct relationship between you and American Express.
- 25.2. If you are part of a common franchise model, the total volume of that franchise across all entities operating within such franchise group in the aggregate shall not be greater than 10,000,000 USD, as may be amended by American Express from time to time.

26. Cardholder's Choice in Europe

You must comply with the principle of Cardholder's choice for co-badged Cards, established by the European Union's Interchange Fee Regulation of 2015, requiring you to allow Cardholders using any payment channel the chance to override any default payment scheme selection or automatic mechanism, and to select a payment scheme. You must honour that Cardholder's choice, subject to your support of the chosen payment scheme.

The requirement for Cardholder's choice must be implemented via appropriate methods for applicable Card Present and Card Not Present environments.

27. Card Schemes, Internal Thresholds and Associated Fines

All fines and reporting fees imposed by the Card Schemes regulations will be borne by you. For more information, please refer to the Fraud and Chargeback Policy: <https://www.shift4.com/s4i-fraud-chargebacks-policy>.