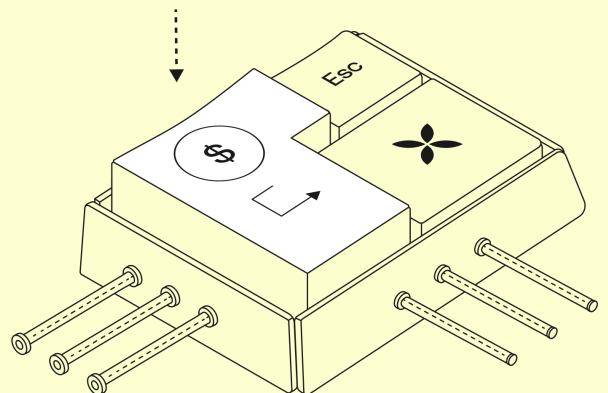




Payment Processing Services Terms

Payment Processing Services Terms

Version dated 14 March 2025



This payment processing services terms sets out the terms and conditions of use of payment processing services offered by Qonto (the "**Processing Terms**") between:

OLINDA SAS, trading as **Qonto**, a simplified joint stock company under French law (*Société par actions simplifiée*), registered with the Paris Trade and Companies Register under no. 819 489 626, with registered office at 18 rue de Navarin, 75009 Paris, France, licensed by the French banking and insurance supervisory authority "Autorité de Contrôle Prudentiel et de Résolution" ("ACPR"), with registered office at 4, place de Budapest - CS 92459, 75436 PARIS CEDEX 09, as a payment institution under no. 16958.

In Germany, Qonto operates through its branch OLINDA Zweigniederlassung Deutschland (Warschauer Platz 11-13, 10245 Berlin), is registered in the commercial register of Charlottenburg Local Court (HRB 213261 B) and is also subject to supplementary supervision by host member state authority BaFin in Germany, i.e. the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – "BaFin").

In Spain, Qonto operates through its branch registered in the Bank of Spain registry under number 6888, with Tax ID W2503529F and registered office at Plaza de Catalunya, 1, Edificio Triangle, 4th floor, 08002 Barcelona (Spain).and is also subject to supplementary supervision by host member state authority Bank of Spain.

In Austria, Belgium, Portugal and The Netherlands, Qonto operates under freedom to provide services.

("Qonto", "we" or "us")

and

the Customer

(the "**Customer**" or "**you**")

Background

1. The Customer has subscribed to the payment services framework agreement ("**Qonto Payment Contract**") in order to use Qonto's payment services.
2. These Processing Terms are setting forth the terms and conditions under which Qonto will provide the Customer with services that facilitate the Customer's acceptance of payments for products and services provided to its own customers via card payments (the "**Payment Processing Services**").

3. These Processing Terms, along with the Qonto Payment Contract, any pricing terms and any other terms and conditions that apply to Qonto's services, form a legal agreement between the Customer and Qonto.
4. In order to process card payments, Qonto has entered into an agreement with Adyen N.V., a limited liability company, registered in the Netherlands under company number 34259528, having its registered office at Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, the Netherlands ("**Adyen**"), setting forth the terms and conditions under which Adyen provides Qonto with services that facilitate the processing of card payment transactions by Qonto on behalf of the Customer.
5. If there is any inconsistency between the Qonto Payment Contract and these Processing Terms, the Processing Terms will apply in respect of the inconsistency with regard to Payment Processing Services. If a word or phrase is not defined in these Processing Terms, it will have the meaning given to it in the Qonto Payment Contract.
6. These Processing Terms and the Qonto Payment Contract are available in our legal center on our website at any time.

1. Who is eligible to use our Payment Processing Services & what information do we need from you

In order to use the **Payment Processing Services** you must

- have, and continue to have, a Qonto account. If your Qonto account is closed, you will no longer be able to use the Payment Processing Services.
- also apply to, and be accepted by, us. If we accept your application, we will activate the Payment Processing Services for your existing Payment Account, which is used to access the Payment Processing Services.
- provide us with some basic information ("**Information**") about your business. The Information might include:
 - your website
 - current address of each of your business locations where you will be carrying out your professional activities
 - all business/trading names you operate under
 - a complete description of goods and/or services provided by you
 - tax information
 - any other information that we (or the Card Schemes) ask for.

As well as reviewing the Information you provide, we may also need to undertake further due diligence which may include retrieving information about you and your business activity from third parties. These third parties may include our service providers, credit reporting agencies, background checks and information agencies. By agreeing to these Processing Terms,

you agree that we may retrieve this information, and you also agree that you will provide us with any reasonable assistance regarding any necessary information.

We may also request Information from you, retrieve information about you, or review the information we hold about how you are using the Payment Processing Services, after your account is opened.

- If any Information you have previously provided changes or becomes incomplete or out of date, you must promptly let us know.
- If you make any material changes to your business or your business activity, you must let us know as well.

We will review all the Information provided by you and the information retrieved about you from time to time and make a decision about whether to activate (or deactivate) the Payment Processing Services for your Payment Account.

2. How can you use the Payment Processing Services and what limitations are there?

You can only use the Payment Processing Services to accept payments from people who purchase your goods or services in the course of your business activities.

In these Processing Terms, these people are referred to as "**Cardholder**", and each payment you accept or process for a Cardholder is a "**Transaction**".

You can also only use the Payment Processing Services yourself, and only in your own right, in the course of your business activities. This means that you cannot allow anyone other than you (or your duly authorised employees acting in the course of your business) to use the Payment Processing Services and you cannot use the Payment Processing Services to accept or process payments on behalf of anyone else. It also means you cannot use the Payment Processing Services in a personal capacity, outside of your business activities. You are responsible, and promise to pay us immediately if we suffer any loss, relating to any acts and omissions of anyone who uses your account to access the Payment Processing Services outside of these authorised purposes.

You must also use the Payment Processing Services in a lawful and proper manner. This means that you must obey all international and domestic laws, rules, and regulations that apply. These may include the requirements of payment systems or other third parties, as well as legislative bodies.

In particular, you must comply with any requirements relating to refunds, Chargebacks, the use or provision of financial services, payment services, notification and consumer protection, unfair competition, privacy, advertising, and any other laws relevant to your Transactions. These include the Applicable Law pursuant to your Qonto Payment Contract

regarding Prevention of Money Laundering and Terrorist Financing, General Data Protection Regulation and Consumer Protection.

You cannot use the Payment Processing Services to process any other transactions prohibited by these Processing Terms.

If you accept or process any transactions that are prohibited by these Processing Terms, the Qonto Payment Contract, or any other law or agreement between us, or we think your business is exposing us to an unacceptable risk, then we may immediately terminate or suspend your use of the Payment Processing Services, or refuse, refund, condition, or suspend the activities or Transactions we think are in breach.

We may also do this if we think you are trying to or are likely to do one of these things.

3. Limitations - what types of transactions can you not process?

We want to ensure all transactions are safe and legitimate. Here's what you need to know.

What are "Illegitimate Transactions"?

These are transactions that are:

- Not accurate or complete
- Unusual for your business
- Not authorized by the cardholder
- Against the law
- Suspicious or fraudulent
- Not related to your usual business activities
- Not genuine sales of your goods or services

Your responsibilities:

- We rely on you to spot and prevent Illegitimate Transactions.
- Please check your transactions regularly.
- If you're not sure about a transaction, take steps to verify it before processing.
- Remember, you're responsible for any losses from Illegitimate Transactions.

How we can help

- While we can't identify Illegitimate Transactions ourselves, we're here to support you.
- If you have concerns or questions about a transaction, please reach out to us.

We're committed to helping you use our Payment Processing Services safely and effectively. If you need any clarification or assistance, don't

hesitate to contact our Customer Service Department. You can contact us as listed under Sec. 15 of the Qonto Payment Contract.

4. What business activities can you undertake?

You may not use the Payment Processing Services to enable you or any other person to benefit from any activities that we qualify as prohibited activities from time to time (collectively "**Prohibited Activities**"). Prohibited Activities include the use of the Payment Processing Services in or for the benefit of a country, organisation, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC) and the European Commission. It also includes any business which we or any third party we use to process payments otherwise decides is a Prohibited Activities.

If you are uncertain whether a category of business or activity is a Prohibited Activity or have questions about how these restrictions apply to you, please contact us.

Whenever using the Payment Processing Services, you must not do the following things, and must ensure that any third parties do not do them using your account:

- access or attempt to access non-public systems, programs, data, or services of Qonto;
- copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Payment Processing Services, its documentation, or our website except as expressly permitted by Applicable Law;
- act as a service bureau or pass-through agent for the Payment Processing Services;
- transfer any rights granted to you under these Processing Terms;
- work around any of the technical limitations of the Payment Processing Services or enable functionality that is disabled or prohibited;
- reverse engineer or attempt to reverse engineer the Payment Processing Services except as expressly permitted by Applicable Law;
- interfere with the normal operation of the Payment Processing Services or affect use of the Payment Processing Services by our other users; or
- impose an unreasonable or disproportionately large load on the Payment Processing Services.

5. How should you treat Cardholders when using this product?

You are solely responsible for your relationship with Cardholders. This means that you are solely responsible for the nature and quality of the products or services you provide, their delivery, support, refunds, returns, disputes, and Chargebacks, and for any other aspect of your relationship with your customers. You undertake to us to meet your responsibilities to Cardholders under any Applicable Law.

We are not responsible in any way for your relationship with Cardholders or otherwise for the products or services you publicise or sell. In particular, we will not provide Cardholders with any support regarding Transaction receipts, product or service delivery, returns, refunds, and any other issues related to your products, services or business.

However, it is very important to us that Cardholders understand the purpose, amount, and conditions of the charges you submit using the Payment Processing Services. With that in mind, when using the Payment Processing Services you must comply with the following obligations ("**Customer Obligations**"):

- accurately communicate, and not misrepresent, to Cardholders the nature of the Transaction, prior to submitting it to us;
- provide Cardholders a meaningful way to contact you in the event that the product or service is not provided as described;
- not use Payment Processing Services to sell products or services in a manner that is unfair or deceptive, exposes Cardholders to unreasonable risks, or does not disclose material terms of a purchase in advance;
- inform Cardholders that Qonto and its affiliates process Transactions (including payment Transactions) for you;
- not refund Charges in cash but via the card payment terminal or card acceptance method that was used at the time of the Transaction;
- follow any legal consumer protection obligations you have when you transact with individuals;
- have a reasonable return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can access it.

6. Webpages for Qonto Customers

You must comply with your Customer Obligations at all times when using the Payment Processing Services. One of the easier ways to comply with your Customer Obligations is to have a website where you can display the information you need to, and provide contact details for Cardholders to contact you.

7. What fees and costs apply?

7.1. Processing Fees

For your Payment Account, we will provide the Payment Processing Services to you according to the fees set out on our fees pages (the "**Processing Fees**"). The Processing Fees pages form part of these Processing Terms. The Processing Fees include costs for Transactions (e.g. processing a payment) and for other events connected to the Payment Processing Services (e.g. Chargebacks).

7.2. Blending of Fees

By agreeing to these Processing Terms, you are opting for a blending of your Processing Fees for the Payment Processing Services. This includes all merchant services charges across all payment card brands and categories, regardless of variations in interchange fees. If you need clarification or have questions about the Processing Fees for the Payment Processing Services, please don't hesitate to reach out to us.

Our Processing Fees exclude VAT and any other applicable taxes, fees and other financial liabilities imposed by any governmental authority (e.g. goods and services tax, sales tax and applicable indirect and transactional taxes) that are due, payable and/or levied on Transactions and/or your use of the Payment Processing Services (the "**Taxes**"). It is your sole responsibility to determine which Taxes apply to your use of the Payment Processing Services and to comply with all related reporting and other obligations.

We may provide documentation to you and tax authorities regarding Transactions processed through the Payment Processing Services. This may include submitting periodic informational returns to tax authorities about your Transactions.

You bear sole responsibility for your Taxes. Should we incur any third-party claims, losses, damages, costs, expenses, demands, or fines related to your failure to fulfill your Tax responsibilities, you agree to reimburse us for all such amounts immediately upon our request.

In addition to the Processing Fees, you are also liable for any and all costs, penalties, liabilities, charges, fees, levies, expenses, and/or fines imposed on you or us by either our company or any third party in relation to your use of the Payment Processing Services. This means you are obligated to pay any such amount upon demand.

8. When will you receive the payments that we process for you?

In order to provide the Payment Processing Services, we need to act on your behalf. You authorise and appoint us (and any third parties we use) as your agent to process, receive and settle any payment processing proceeds owed to you through the Payment Processing Services. This

includes the act of directing, receiving, holding and settling the proceeds of any Transaction.

8.1. Payouts

After we process a Transaction, we will settle the funds into (or out of) your relevant Payment Account. You may have more than one Payment Account.

When we settle the funds into and out of the Payment Account will be set out in the terms of the relevant payment method. The payout schedule will set out the times it takes for us to initiate settlement to your Payment Account and, if different, the times when you can make withdrawals from your Payment Account.

We may change the payout schedule, suspend any settlement to the Payment Account, or suspend your entitlement to withdraw all or some of the balance of your Payment Account at any time, including after these Terms come to an end. For example, we may do so:

- where there are pending, anticipated, or excessive disputes, refunds, or reversals;
- if we suspect or become aware of suspicious activity;
- if we reasonably determine that we may incur losses resulting from credit, fraud, or other legal risks associated with your activity;
- where we are required to by any applicable rules, obligations or laws;
- if we have any other reasonable justification.

If we suspend any settlement or withdrawal, we will let you know why, unless we are legally not permitted to do so.

Once we process a payout to your Payment Account, this will satisfy Cardholders' obligations to make payments to you. Those obligations will still be satisfied, even if the money has not yet settled because of our rights to withhold all or part of a Transaction under these Processing Terms.

8.2. Multi-currency processing

We may allow you to receive payments from Cardholders in different currencies. We may also allow you to receive settlement in any payments you receive from Cardholders in a different currency to what the Cardholder paid in. We call these things "**Multi-Currency Processing**".

If you use Multi-Currency Processing, we will identify the currency exchange rate and any fees at the time of the charge. If a Transaction is subsequently reversed (e.g. if you or we action a refund), we will apply the currency exchange rate at the time of the reversal, not that rate as at the time of the original charge.

8.3. Clearing

If You send Qonto a transaction in a foreign currency, the Card Schemes will convert it into Euro using their standard exchange rate at the time of the sale or refund conversion.

8.4. Refunds and Chargebacks

Refunds and Chargebacks will be processed in Euro and debited against Your Euro nominated account.

Any conversion will take place on the day of the payout to your Payment Account. The relevant exchange rate of that day will be applied.

8.5. Suspension or termination of a foreign currency

Qonto may in its discretion and at any time:

- suspend or terminate the entire multi-currency services; or
- withdraw its consent to processing foreign currency transactions in all or any of the authorised foreign currencies.
- take the actions described in (a) and/or (b) above if it is expressly required to do so by Adyen.

Situations where a suspension or termination might happen include:

- any change in Applicable Law;
- any change in national or international financial, political or economic conditions, currency exchange rates, currency availability or exchange controls; or
- any event or contingency which materially and adversely affects the interbank markets, the banking system or us generally.

8.6. Reversal of Transactions

You allow us to recover any sums you may owe to us for using the Payment Processing Services by debiting any accounts to which Transaction funds are deposited or transferred, or, if the balance of such account is not sufficient, to any other account or sub accounts opened in our books.

This means that if you have not paid funds that you owe to us, Cardholders, or to any of our affiliates, we will have a right to seize or withhold funds owed to you for Transactions that we process through the Payment Processing Services, and to debit or withdraw funds from any account you hold with us.

9. When might we take back the payments we process for you?

9.1. Disputes, refunds and Chargebacks

Even authorised Transactions may be subject to a dispute by a Cardholder, or otherwise reversed. We are not responsible (financially or otherwise) for, or liable to you, for any Transaction which is later the subject of a dispute, refund, Chargeback, other reversal or which is otherwise submitted without authorisation or proper basis. Rather, you are responsible to us for these things. As a consequence of a Chargeback or refund, your account balance can also become negative.

If any dispute arises between you and a Cardholder, you must give the Cardholder the option of raising a complaint directly with you in order to resolve it independently. If you are not able to reach an agreeable solution, the Cardholder can escalate their complaint to a "Claim". This means that you and the Cardholder are choosing not to communicate any further, so we will investigate the Claim and make a decision on it.

Notwithstanding anything stated in these Processing Terms, if we make a final decision that you lose a Claim filed directly with Qonto, you will be required to reimburse us for your liability towards us. Your liability towards us will include the full purchase price of the item and original postage costs (and in some cases, you may not receive the item back).

If a Transaction is reversed, this means that the amount you received will be taken out of your accounts and returned to the Cardholder. This will be shown on your transaction history. For example, we may reverse a Transaction where:

- it was made in connection with an Illegitimate Transaction or a Prohibited Activity;
- it was made following or in connection with a breach of these Terms;
- a third party partner (like a card scheme) has invalidated the charge or it breaches their requirements;
- funds we settled to you without authorisation or otherwise in error.

We may also reverse a payment if you accept payment for products or services (including events such as concerts) that are not immediately deliverable to the Cardholder. If you would like to accept payment related to these types of pre-orders you must contact us first.

You may have the ability to challenge a reversal by submitting evidence. We may request additional information to assist with assessing the challenge. We may need to share this information with the third parties we worked with to process the payment as well. However, we cannot guarantee that any challenge will be successful. We (or those third parties) may deny your challenge for any reason we (or they) deem appropriate. You may not submit a new charge which duplicates a Transaction that is subject to a dispute.

If a Transaction is reversed, you cannot resubmit it.

9.2. Reconciliation and error notification

You will find information about transactions and other activity on your Payment Account and in the app.

Except as required by law, you are solely responsible for reconciling the information generated by your use of Payment Processing Services with your records and for identifying any errors. We provide no warranties, assurance or guarantees that the information set out will be error free or up to date at all times, or that access to retrieve the information will be uninterrupted.

You agree to review your Payment Account, and immediately notify us of any errors. We will investigate any reported errors, including any errors made by Qonto or a third party we use to provide the Payment Processing Services, and, when appropriate, attempt to rectify them by crediting or debiting the Payment Account. However, you should be aware that your ability to recover funds you have lost due to an error may be very limited or even impossible, particularly if we did not cause the error, or if funds are no longer available in any Payment Account.

For Transaction errors, we will work with you and our third party providers to correct a Transaction error in accordance with any applicable rules, regulations or laws. If you fail to communicate an error to us for our review without undue delay and, in any event, within 13 months after you discovered it, you waive your right to make any claim against us or any third party we work with to deliver the services

10. What types of payments do these Processing Terms cover?

These Processing Terms apply to various payment methods offered through our Payment Processing Services. Here's an overview:

- Card Payments: This includes transactions made with credit and debit cards from major schemes like Visa, Mastercard, and others.
- In-Person Transactions: This includes payments made using Tap to Pay technology.
- Customer-Initiated Transactions: Payments you process on behalf of a Cardholder based on prior authorization.

We may update our available payment methods at any time, which could involve adding new options, removing existing ones, or modifying their terms. We'll notify you of any such changes, and your continued use of a payment method after modifications indicates your acceptance of the updated terms.

You can find the current set of Payment Processing Terms in Schedule 3 of this document. It's important to note that these Processing Terms may not always explicitly mention specific Payment Processing Terms elsewhere in the document.

10.1. Transactions initiated by you

We may allow you to use the Payment Processing Services to initiate payments on behalf of a consent you have obtained from a Cardholder, but without the Cardholder necessarily being present. We call these **"customer-initiated transactions"**. You cannot do this without our express permission.

If you submit a customer-initiated transaction, you must:

- Get the Cardholder's authorisation, in advance, to obtain the payment. This authorisation must be specific to how the amount will be determined (e.g. is it set or variable) and when and how often the payment will be taken (e.g. at a regular interval, or on the happening of an event).
- Provide the Cardholder with
 - a copy of the terms and conditions for any subscription and obtain the Cardholder's agreement to them. Those terms and conditions which must include confirmation that the Cardholder agreed to a subscription, the start and end date of the subscription, details of the goods or services, the ongoing transaction amount and billing frequency, whether any of these things will change after a set time or trial period.
 - a warning in advance of, and a transaction receipt after, every time you initiate a customer-initiated transaction. This must state the transaction amount and date, for the initial transaction and for subsequent recurring transactions. You must do this even if no amount is due to be paid (for example, due to a promotion or trial period).
 - a simple mechanism to easily cancel any subsequent transactions online, regardless of how they initially signed up for the subscription.

You must keep a record of the basis on which you determined any submitted Charge was eligible to be submitted as a customer-initiated transaction and make such records available to us, our regulators and/or our auditors immediately on request.

10.2. Payment cards

When accepting payment card payments, you must comply with all applicable rules of the Card Schemes. In particular, you will need to comply with any applicable Visa and Mastercard rules applicable to your business and jurisdiction. Any breach of these rules will be considered a breach of these Processing Terms and can lead to a Card Scheme and/or Qonto having the right to terminate the Payment Processing Services.

Card Schemes may change their rules at any time, without notice. We will notify you when we become aware of any changes, and you will need to comply with them immediately. Depending on the change, we may need to change the Payment Processing Services (at any time) to implement it.

When you accept payment card payments, we need to share a range of information with card schemes about the transactions we process for you using their cards, and if you do certain things you will need to automatically report those things to the schemes. This could include us submitting you to the Member Alert to Control High-Risk Merchants (MATCH) Compliance Programme, Visa Merchant Alert System (VMas), Mastercard Excessive Fraud Merchant (EFM) and/or any other relevant and equivalent screening programmes. If you are added to one of these lists, you may be unable to accept payments from payment cards. You understand and consent to us sharing this information and to the listing itself, and you will fully reimburse us for any losses we incur from third-party claims, and you waive your rights to bring any direct claims against us that result from such reporting. Our reporting of information under this paragraph is separate from any other right that we may exercise under these Terms, and we may separately terminate these Processing Terms, suspend your Payment Account, or suspend your access to the Payment Processing Services through your Qonto account due to the misuse or damaging activity that caused us to make the report.

If you engage a third-party processor to create and deliver a payment card transaction directly to the payment card network, then you may be able to specify that the transaction will be cleared and settled by Qonto via our Payment Processing Services. If you intend to make use of this service, you first must let us know first. If you engage a third party to deliver this service, and you are permitted to designate Qonto in this manner, then you take the risk of the third party properly delivering the transaction to the payment card network. You understand and agree that Qonto will only clear and settle your funds for Transactions that are actually received by the payment card network. You further assume responsibility for any failure by such third party to comply with the applicable Card Scheme Rules.

Depending on the nature of your business, you may need to enter into a direct contractual relationship with the card scheme or another third party to use the Payment Processing Services. For example, if you process at least USD 1m worth of Mastercard or Visa transactions annually (this means in total, across all currencies), you may need to enter into a direct contractual relationship with Adyen. If you need to enter into such a direct agreement, we will inform you. If you do not enter into an agreement within a reasonable time, we can suspend or terminate your use of the Payment Processing Services or refuse to process payments in excess of USD 1m (or equivalent) in Mastercard or Visa transactions annually.

10.3. Card Acceptance Requirements

You must

- use reasonable care to detect forged or unauthorised signatures or the unauthorised use or forgery of a Card;
- notify Qonto if You become aware of or suspect fraud on the part of a Cardholder;
- not deliberately reduce the value of any one transaction by:

- splitting a transaction into two or more transactions; or
 - allowing a Cardholder to purchase items separately;
- establish a fair policy for dealing with refunds and disputes about transactions and include information about that policy on Transaction Receipts as required by Qonto;
- only submit a transaction as a refund to a Cardholder if it is a genuine refund of a previous sale transaction. The refund must be processed to the same Card that was used in the original sales transaction and be for the original sale amount or, if the Cardholder has agreed to a partial refund, the amount of that partial refund;
- give refunds for transactions by means of credit and not in cash or cheque;
- not process a refund transaction as a way of transferring funds between Your accounts;
- if a transaction for a sale does not cover the full amount of the sale:
 - in the situation in which the Card is used to make a deposit or pay an instalment You may accept the Card in payment of all or part of the outstanding balance; and
 - in any other circumstance You must obtain the balance due at the time the sale is completed in cash;
- not state or set a minimum or maximum amount for a Card transaction without our prior written consent;
- not ask a Cardholder to reveal their PIN or any other secret identifier;
- contact Qonto for instructions if the identification of a Cardholder or the validity of the Card is uncertain;
- not knowingly submit for processing any transaction that is illegal or that You should have known is illegal; and
- not infer from the fact that a Cardholder has been issued with a nominated Card, or that a transaction has been processed or an authorisation has been given, that either of Us has guaranteed: (i) the Cardholder's creditworthiness; (ii) the correct identity of the Cardholder; (iii) that the transaction is valid and acceptable and subsequently will not be charged back or reversed; or (iv) that You have complied with Your obligations under these Processing Terms and, in each case, You waive any right to claim that We do.

11. Data Protection

11.1. Processing Information

When you use a specific payment method, we may also need to share any Information received from you, or information obtained about you, or the information we hold about your use of the Payment Processing Services, with the partners we use to provide the relevant payment method (for example, if you use Tap to Pay on iPhone we may need to share information with Apple in order to provide you with this service). We may need to do this when we are deciding whether to offer you the Payment Processing Services, or while you are using the Payment Processing Services.

11.2. What data protection obligations do you have?

You acknowledge that we will need to process personal data relating to Cardholders ("**Cardholder Personal Data**") in the course of providing the Payment Processing Services. We may also need to process personal data relating to your employees, directors or officers.

Each party will comply with its obligations under applicable data protection laws when carrying out its obligations under these Processing Terms.

You acknowledge that we may act as either a "controller" or a "processor" when processing Cardholder Personal Data in connection with these Processing Terms.

We will act as a processor of Cardholder Personal Data where we are processing it for the purpose of providing you with the Payment Processing Services. In such circumstances, the data processing provisions set out in Schedule 1 (Data Processing Addendum) will apply.

We will act as an independent controller of Cardholder Personal Data when processing it for the purposes of:

- complying with our applicable legal and regulatory requirements;
- monitoring, preventing and detecting fraudulent payment transactions;
- producing aggregated data to be used by Qonto in connection with analysing, developing and improving our products and services; and
- any other purpose we determine, provided that such processing is carried out in accordance with applicable data protection laws.

We will always act as a controller when we process personal data relating to your employees, directors or officers in connection with these Processing Terms. In such circumstances, our [Privacy Notice](#) will apply.

In respect of any Cardholder Personal Data you provide or make available to us pursuant to these Processing Terms you represent and warrant to us that, acting as a Controller, you:

- have obtained all necessary consents and provided all notices required under applicable data protection laws to share the Cardholder Personal Data with us;
- will ensure that you have in place appropriate technical and organisational measures, to ensure an appropriate level of security to protect against personal data breaches;
- will notify Qonto without undue delay upon becoming aware of a personal data breach which affects the Cardholder Personal Data, and cooperate in good faith and assist Qonto in complying with its obligations under relevant data protection laws in respect of any such personal data breach; and
- maintain complete and accurate records and information to demonstrate its compliance with relevant data protection laws.

12. How can logos (and intellectual property) be used?

Outside of these Processing Terms, we may separately agree to make certain Qonto logos or marks ("**Qonto Marks**") available for use by you to allow you to identify Qonto as a service provider.

If you want to use any Qonto Marks, you can only do this if we separately agree in writing that you can. If we do not have a separate agreement, you cannot use any Qonto Marks or any of Qonto's other intellectual property rights including, without limitation, patents, rights to inventions, copyright and related rights, moral rights, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in API documentation, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights without first entering into a separate licence agreement with us in respect of the same.

You shall not, either directly or indirectly, assist any other person to use the Qonto Marks except as permitted under these Processing Terms, in a way that is misleading as to the ownership of the Qonto Marks or otherwise do or omit to do anything to diminish the rights of the licensor in the Mark or impair any registration of the Qonto Marks.

You agree that we can publicly identify you as a Qonto customer in our marketing and/or promotional material in respect of the Payment Processing Services. If you do not want us to identify you as a customer, please contact us. Neither you nor we will imply any untrue sponsorship, endorsement, or affiliation between you and Qonto. Upon termination of your Payment Account or if we turn off the Payment Processing Services in your Qonto account, both you and Qonto will remove any public references to our relationship from our respective websites or other publicly available materials.

You may only use the trademarks or service marks of third parties we work with to deliver the Payment Processing Services in accordance with your rights to do so. You are not granted any such rights in these Processing Terms. In particular, you can only use the trademarks or service marks of Card Schemes in accordance with those card scheme's rules.

13. What security obligations do you have?

This clause applies to You if You collect payment data directly from a Cardholder or store any Cardholder data.

In addition to the other provisions of these Processing Terms, You acknowledge and agree:

- You must protect stored Cardholder data, regardless of the method used to store such data. Data storage also includes physical storage

and security of Cardholder data. Some examples of other data storage which must be secured include an access or excel database and hard copy files. Storage should be kept to the minimum required for business, legal and/or regulatory purposes;

- You must not store the PIN or sensitive authentication data after authorization (even if encrypted);
- if Qonto notifies You that You must comply with the Data Security Standards, You must, at Your cost, successfully complete the protocols for PCI DSS and PA DSS within the time frame stipulated by Us or the Card Schemes. You acknowledge and agree that if You fail to do so:
 - Qonto may terminate the Qonto Processing Services and/or these Processing Terms; and
 - You are liable for any fine imposed upon Adyen by the Card Schemes as a result of Your failure to comply; and
 - You are liable for any fines which the Card Schemes levy in the event that You suffer a Card data compromise incident, and have not complied with the PCI DSS and PA DSS accreditation program; and
- We are obliged to report all Data Breach events to Card Schemes, law enforcement agencies and/or regulators. You grant irrevocable and enduring consent for Adyen to release details of any such Data Breach to the aforementioned bodies; and
- if You have suffered a Data Breach:
 - You must give Qonto and/or Adyen and its agents full access to Your systems and databases to facilitate a forensic analysis to ascertain:
 - what Card data has been compromised;
 - what weaknesses in the system permitted the Data Breach; and
 - whether Card data was created, deleted, altered, copied or manipulated in any manner;
 - all costs of the forensic analysis must be paid by You; and
 - in order to continue processing Card transactions, You must undergo a full PCI DSS accreditation. All costs of this accreditation exercise must be paid by You.

13.1. Your duties to Cardholders

Subject to the other provisions of these Processing Terms, You must:

- accept any valid and acceptable Card in a transaction;
- only send Qonto a sales transaction when You have committed to provide the goods and services to the customer;
- not accept a Card in a credit card transaction for the purpose of giving a Cardholder cash;
- perform all obligations (including supplying all goods and/or services) to the Cardholder in connection with the sale;

- not sell, purchase, provide or exchange any information or document relating to a Cardholder's account number, or Card number, or a transaction, to any Person other than:
 - Qonto;
 - Adyen;
 - the Card issuer; or
 - as required by law;
 - destroy any document that is no longer required to be retained under Applicable Law or Card Scheme Rules, in a manner which makes the information unreadable;
- take reasonable steps to ensure that the information and documents mentioned in (e) are protected from misuse and loss and from unauthorised access, modification or disclosure;
- not make any representation in connection with any goods or services which may bind Qonto, Adyen or any Card Scheme;
- not indicate or imply that We or any Card Scheme endorse any goods or services or refer to a nominated Card in stating eligibility for goods, services or any membership;
- not accept a Card or a transaction which is of a type You have been previously advised is not acceptable;
- prominently and unequivocally inform the Cardholder of Your identity at all points of Cardholder interaction (including on any relevant Website, promotional material and invoice) so that the Cardholder can readily distinguish You from Qonto, any supplier of goods or services to You, or any other third party;
- provide notice to any Cardholder with whom You enter into a transaction that You are responsible for that transaction, including for any goods or services provided, any payment transaction, related service enquiries, dispute resolution, and performance of the terms and conditions of the transaction;
- not unfairly distinguish between issuers of a Card when accepting a transaction;
- not refuse to complete a transaction solely because a Cardholder refuses to provide additional identification information in circumstances where You do not legitimately require that information and We do not require You to obtain it;
- if You collect or store Cardholder information, comply with any Data Security Standards notified to You;
- not transfer or attempt to transfer financial liability under these Processing Terms by asking or requiring a Cardholder to waive his or her dispute rights;
- disclose to the Cardholder before a transaction is completed any fee that You will charge for completion of the transaction and do it in such a way that allows a Cardholder to cancel the transaction if they choose to do so, without the Cardholder incurring any costs; and
- provide sufficient training to Your employees to ensure You meet Your obligations under these Processing Terms.

13.2. Recurring transactions

You may only process a transaction as a recurring transaction if you:

- have obtained Cardholder permission (either electronically or in hardcopy) to periodically charge for a recurring service;
- retain this permission for the duration of the recurring services and make it available to Us on request; and
- provide a simple and accessible online cancellation procedure, if the Cardholder request for the goods or services was initially accepted online.

13.3. Indemnity

You agree to indemnify and hold Adyen and Qonto harmless from and against any fines imposed on either of them by a Card Scheme because of Your conduct in relation to your activities, including any fines imposed as a result of an unacceptable rate of Chargebacks.

14. How might these Processing Terms or its terms change or end?

These Processing Terms begin as soon as you accept it. It will remain in place until we change the Processing Terms, or until you or we exercise our rights to end these Processing Terms. The same applies for the terms for any relevant payment method.

14.1. How can you or we end this Agreement?

You can end this Agreement at any point by giving us 1 month's notice, but you will need to settle any amounts you owe to us as a result of your use of the Payment Processing Services.

We can end this Agreement at any time by giving you 2 months' notice. We can also end it at any time without giving you notice, if:

- you have materially breached the Processing Terms and not fixed that breach within seven days of us asking you to;
- we reasonably consider you are unlikely to continue to comply with these Processing Terms;
- you have breached any Applicable Law;
- you do anything that may create harm or loss to the goodwill of us or an external partner we use to deliver the Payment Processing Services;
- we decide that you are no longer eligible for the Payment Processing Services because of significant fraud, anti-money laundering or credit risk, or any other risks;
- in our opinion you are or are likely to become insolvent or subject to any insolvency proceedings (whether voluntary or involuntary);
- you do anything which, in our reasonable opinion, is detrimental to our brand, image, reputation or prospects;

- you are listed on any relevant sanctions list; or
- your Chargeback ratio exceeds our requirements.

If you or we end this Agreement:

- You agree to complete or refund all pending Transactions, stop accepting new Transactions, and immediately remove all Qonto and payment network logos from your website (unless permitted under a separate licence with the payment network).
- All licences granted to you by us under these Processing Terms will end.
- You agree to return any materials provided to you under these Processing Terms.
- You will still be liable to us for any financial obligations under these Processing Terms or incurred by you or through your use of the Payment Processing Services.

14.2. How can these Processing Terms be changed?

If we add a new product or service, or new Payment Processing Terms, that do not change these Processing Terms, we may add the product, service or Terms immediately and let you know before you use it.

Otherwise, we will give you 2 months' notice before we make any change to these Processing Terms or to our fees. We will assume you are happy with the change unless you tell us that you want to terminate the Payment Processing Services before the notice period ends.

You cannot change these Processing Terms or any Payment Processing Terms.

15. What other legal bits and pieces do you need to know?

15.1. How will we provide you notices?

We may need to provide you with information or notices under these Processing Terms. We will do so by letting you know through your Qonto account, the app, or by contacting you at your registered email address. We will consider something to have been received by you as soon as we send it.

15.2. Who has rights under these Processing Terms and can they be transferred?

These Processing Terms are personal to you and you shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Processing Terms.

You also cannot grant to any other person any interest in the proceeds of payments processed for you using the Payment Processing Services until they have cleared into your Payment Account. (Even then, they may be subject to a clawback by us under these Processing Terms, in certain circumstances.)

We may at any time merge, reorganize, spin-off, transform or execute any other form of reorganization or restructuring of our company or business and/or assign, mortgage, charge, novate declare a trust over or deal in any other manner with any or all of our rights under these Processing Terms. You agree and permit us to perform any of the above actions.

Anyone who is not a party to this Agreement has no right to enforce or enjoy the benefit of any term of this Agreement. However, any third party we use to provide these services or any affiliate of Qonto may enforce or enjoy the benefit of the terms of this Agreement.

15.3. What set off rights do we have?

You agree to pay all amounts owed to us on demand. This includes amounts owed to us outside of these Payment Processing Services. If you do not, you will be liable for any costs we incur during collection in addition to the amount you owe.

Where possible, we will first attempt to collect or set-off amounts owed to us and to our affiliates from balances from your use of the Payment Processing Services, from other accounts you hold from us, or from any payment method associated with your Qonto account(s). Our collection costs may include, legal fees and expenses, costs of any arbitration or court proceeding, collection agency fees, any applicable interest, and any other related cost.

At any time during your use of the Payment Processing Services, we may require you or your directors, parent company or other nominated third party to provide a personal or company guarantee (a "**Guarantee**"). If we require you to provide us with a Guarantee, we will advise you of the amount of, and the reasons for the Guarantee. If you fail to provide such Guarantee, then we may immediately suspend or terminate your Payment Account or suspend and remove your eligibility to the Payment Processing Services.

If we require it, you will need to execute and deliver any documents and agree to pay any associated fees we consider necessary to create, inscribe, publicize, and maintain this Guarantee interest.

15.4. When will you be liable for third party claims against us?

In addition to your other obligations under these Processing Terms, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You indemnify, and keep indemnified, us Qonto, our affiliates, and their respective employees, agents, and service providers (each a "**Qonto Entity**") in full and on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by a Qonto Entity arising out of or in connection with:

- your breach of any provision of these Terms;
- any Chargebacks, fees, fines, disputes, refunds, Reversals, or any other liability Qonto incur that results from your use of the Payment Processing Services;
- any breach of the requirements or failure by you to comply with the requirements of a third party we use to deliver the Payment Processing Services (including their rules), or breach of or failure to comply with a legal or regulatory requirement;
- negligent or wilful misconduct of your employees, contractors, or agents;
- your publication of illegal content through the Payment Processing Services or claims that content you published infringes the intellectual property, privacy, or other proprietary rights of others; or
- contractual or other relationships between you and Cardholders.

If you are using the Payment Processing Services as a sole trader (*une Entreprise Individuelle*), you will be personally responsible and liable for your obligations under these Processing Terms. You risk personal financial loss if you fail to pay any amounts owed.

15.5. What representations and warranties are (and are not) being provided?

By accepting these Processing Terms, you represent and warrant that:

- you are eligible to register and use the Payment Processing Services and have the authority to execute and perform the obligations required by these Processing Terms;
- any information you provide us about your business, products, or services is accurate and complete;
- any charges you submit represent a Transaction for permitted products or services, and any related information accurately describes the Transaction;
- you will fulfil all of your obligations to Cardholders and will resolve all disputes with them;
- you will comply with all Applicable Law applicable to your business and use of the Payment Processing Services;
- your employees, contractors and agents will at all times act consistently with the terms of these Processing Terms;
- you will not use Payment Processing Services for personal, family or household purposes, for peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and

- you will not use the Payment Processing Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Payment Processing Services.

15.6. We do not provide any warranties.

We provide the services and Qonto IP "as is" and "as available", without any express, implied, or statutory warranties of title, merchantability, fitness for a particular purpose, non-infringement, or any other type of warranty or guarantee. No data, documentation or any other information provided by Qonto or obtained by you from or through the services – whether from Qonto or another Qonto Entity, and whether oral or written – creates or implies any warranty from a Qonto Entity to you.

You confirm that no Qonto Entity controls the products or services that you offer or sell or that your customers purchase using the services. You understand that we cannot guarantee and we disclaim any knowledge that your customers possess the authority to make, or will complete, any transaction.

Qonto disclaims knowledge of, and does not guarantee:

- the accuracy, reliability, or correctness of any data provided through the Payment Processing Services;
- that the Payment Processing Services will meet your specific business needs or requirements;
- that the Payment Processing Services will be available at any particular time or location, or will function in an uninterrupted manner or be secure;
- that Qonto will correct any defects or errors in the Payment Processing Services, API, documentation, or data; or
- that the Payment Processing Services are free of viruses or other harmful code.

Use of data you access or download through the services is done at your own risk – you are solely responsible for any damage to your property, loss of data, or any other loss that results from such access or download. You understand that Qonto makes no guarantees to you regarding transaction processing times or settlement times to your Payment Account.

Nothing in these Processing Terms operates to exclude, restrict or modify the application of any implied condition, warranty or guarantee, or the exercise of any right or remedy, or the imposition of any liability under applicable law where to do so would contravene that law or cause any term of these Processing Terms to be void.

15.7. How is liability limited?

Nothing in these Processing Terms shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent

misrepresentation, liability under the indemnities provided in these Terms, or any other matter that cannot be excluded by law.

Under no circumstances will any Qonto Entity be responsible or liable to you for any:

- indirect, punitive, incidental, special or consequential damages arising out of these Processing Terms;
- lost profits or loss of business or loss of goodwill whether arising directly or indirectly;
- funds related to your Transactions that have not been received by us from the relevant Payment Method Acquirer or Payment Method Provider for any reason whatsoever;
- even if such damages are foreseeable, and whether or not you or the Qonto Entities have been advised of the possibility of such damages.

Qonto Entities are not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorised access or use of the Payment Processing Services, your Payment Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure other than to the extent such event arises directly from a breach of these Processing Terms by Qonto.

Qonto Entities have no liability to you or others caused by:

- your access or use of the Payment Processing Services inconsistent with the documentation;
- any unauthorised access of servers, infrastructure, or Data used in connection with the Payment Processing Services;
- interruptions to or cessation of the Payment Processing Services, whether as a result of failure in connectivity or otherwise;
- any bugs, viruses, or other harmful code that may be transmitted to or through the Payment Processing Services;
- any errors, inaccuracies, omissions, or losses in or to any Data provided to us;
- third-party content provided by you; or
- the defamatory, offensive, or illegal conduct of others.

Subject to these Processing Terms, Qonto Entities' aggregate liability under or arising out of these Processing Terms, whether arising in contract, tort, (including liability for negligence) statute or otherwise, to you shall be limited to the amount of Processing Fees paid by you to Qonto during the three-month period immediately preceding the event that gave rise to your claim for damages.

The limitations on Qonto Entities' liability to you set out in this section will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

15.8. Who are these Processing Terms for and what is our relationship?

Nothing in these Processing Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

You and we agree that you and we are acting on our own behalf and not for the benefit of any other person.

15.9. Are these Processing Terms the entire agreement?

The parties have entered into the Qonto Payment Contract.

Regarding the Payment Processing Services, these Processing Terms and any relevant Payment Processing Terms (Schedule 3) constitute the entire agreements between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Processing Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Processing Terms.

15.10. What happens if you have a complaint?

If you would like to speak to someone about an issue that is concerning you, please contact us through the Qonto app or usual ways of contact for your Payment Account. We can usually settle matters quickly through the app. You will probably need to give us the information below.

Any further information on how to raise a complaint or claim, please refer to Sec. 17 of your Qonto Payment Contract.

15.11. What happens if we have a dispute under these Processing Terms?

There is no waiver under these Processing Terms. This means that a person can only waive any right or remedy under these Processing Terms or at law by giving written notice, not through their actions. In particular, a

failure to exercise all or part of a right or remedy shall not be a waiver or limitation of all or part of that right or remedy.

If a dispute arises between you and Qonto (each a "**Disputing Party**") out of or in connection with these Processing Terms or its subject matter, formation, validity or enforceability (including non-contractual claims) (each a "**Dispute**") then, except as expressly provided in these Processing Terms, the Disputing Parties shall follow this dispute resolution procedure.

Either Disputing Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with any relevant supporting documentation. Any notice you give to us will be considered to be served when we acknowledge receipt. Following service of the Dispute Notice, the representatives of each of the Disputing Parties shall attempt in good faith to resolve the Dispute.

If the Dispute is resolved by the representatives within 15 Business Days of service of the Dispute Notice, the settlement shall be recorded in writing and signed by each of the Disputing Parties within 5 Business Days.

If the representatives of the Disputing Parties are for any reason unable to resolve the Dispute within 15 Business Days of service of the Dispute Notice, either Disputing Party shall be entitled to commence proceedings. However, nothing in these Terms prevents either Disputing Party from making any application for injunctive relief that it considers necessary to protect its position.

15.12. What law applies and what courts can assess it?

These Processing Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the applicable law of your Qonto Payment Contract.

You and we irrevocably agree that the jurisdiction shall be based on the relevant jurisdiction mentioned in the Qonto Payment Contract, establishing exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Processing Terms or its subject matter or formation.

Definitions

Unless the contrary intention appears, the following words have these meanings in these Processing Terms:

Applicable Law means all laws (including the requirements of any regulatory authority) applicable, as the case may be, to Qonto or the Customer for the time being in force in any jurisdiction and in each case as amended, replaced or superseded from time to time. These include but are not limited to anti-money laundering, anti-bribery, data privacy and consumer protection laws.

Business Day means a day on which banks are open for general banking business in France except for Saturdays, Sundays and public holidays in France.

Card means a card that has been designated by the issuer as a Visa, MasterCard, American Express card or a card issued by any other Card Scheme which You have agreed to accept and Qonto has agreed to process under these Processing Terms.

Cardholder means the Person in whose name a Card has been issued.

Card Schemes means, unless otherwise agreed by the parties, Visa Inc., MasterCard Worldwide, Carte Bancaire, JCB, American Express, Union Pay International, Diners Club International/Discover Network or comparable bodies which provide payment cards and regulate payment card acceptance and for which Adyen agrees (in its sole discretion) to provide services to Qonto from time to time.

Card Scheme Rules means the rules and regulations which regulate participants in the Card Schemes.

Chargeback is the reversal of a sales transaction.

Data Breach means any occurrence which results in the unauthorised use, modification or access by a Person to confidential data relating to Card transactions stored by Your business or any Person engaged by You to provide storage or transmission services in respect of that data.

Data Protection Laws means Directive 95/46/EC and Directive 2002/58/EC, in each case as transposed into domestic legislation of each Member State of the EEA and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force,

including where applicable, statutes, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, any Government Agency and other applicable authorities.

Data Security Standards means the Payment Card Industry Data Security Standards ("PCI DSS") and the Payment Application Data Security Standard ("PADSS") mandated by the Card Schemes for the protection of Cardholder details and transaction information, and any additional or replacement standards of which You are advised from time to time.

EEA means the European Economic Area.

Person means an individual, firm, body corporate, unincorporated body or association, partnership, joint venture and any government agency or authority.

Personal Information means (a) any information relating to an identified or identifiable natural person ('**data subject**'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; or (b) such other definition as may be set out from time to time in the Data Protection Laws.

PIN means the personal identification number associated with a Card, allocated by a Card issuer or personally selected by the Cardholder.

Qonto Payment Contract means the payment services framework agreement every Customer has subscribed to in order to use Qonto's payment services and be a Qonto customer.

Transaction Receipt means a document used to evidence a transaction.

In the event of any inconsistency between these Processing Terms and the Qonto Payment Contract, the terms of these Processing Terms will prevail.

Schedule 1 - Data Processing Addendum

For the purposes of this Schedule 1, terms used but not defined will be interpreted in accordance with *"What data protection obligations do you have?"* in the above Processing Terms.

Qonto and you understand and acknowledge that Qonto may, in certain limited circumstances, process Personal Data as a Processor on your behalf when providing you with the Payment Processing Services pursuant to the terms of the Processing Terms. Schedule 2 (*Data Processing Information*) to the Processing Terms sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the types of Personal Data processed by Qonto as Processor and categories of Data Subjects whose Personal Data are processed and the obligations and rights of the Controller.

To the extent that Qonto processes Personal Data on your behalf during the course of providing the Payment Processing Services pursuant to the Processing Terms, then Qonto agrees that with respect to such Personal Data it shall:

1. process all Personal Data supplied or provided by you or collected or otherwise obtained on your behalf only on documented instructions from you (which are set out in the Processing Terms), including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Applicable Law in which case Qonto shall promptly and to the maximum extent permitted to inform you of that legal requirement before processing;
2. take all such steps necessary to ensure that any persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
3. take all measures required pursuant to relevant data protection laws, including (without limitation) implementing and maintaining appropriate administrative, physical, technical and organisational measures to protect any Personal Data accessed or processed by it pursuant to the Processing Terms against unauthorised or unlawful processing or accidental loss, destruction, damage or disclosure and any other standards required by law or regulation that are directly applicable;
4. respect the conditions specified by applicable data protection laws for engaging a sub-processor including (without limitation)

informing you of its intention to appoint new or replacement key sub-processors;

5. ensure that, in any case where a sub-processor is instructed, it enters into a contract with the sub-processor which imposes substantially the same data protection obligations as are included in this Schedule 1. For the avoidance of doubt, Qonto shall remain fully responsible and liable to you for the acts and omissions of its appointed sub-processors;
6. taking into account the nature of the processing, assist and provide support to you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation(s) to respond to requests for exercising the Data Subject's rights laid down in applicable data protection laws. Where any such request is submitted to Qonto, it shall promptly notify you of the same and refrain from taking any action without your prior consent;
7. taking into account the nature of the processing and the information available, provide reasonable assistance to you to enable it to comply with its obligations pursuant to applicable data protection laws including, for the avoidance of doubt, in relation to the security of processing, Personal Data Breach notifications, data protection impact assessments and prior consultations with Supervisory Authorities;
8. upon the termination of the Processing Terms and at your election, either promptly return all the Personal Data to you and delete any copies of such Personal Data, or destroy and delete such Personal Data in accordance with your written instructions, unless required by Applicable Law to retain them. For the avoidance of doubt, Qonto shall securely and permanently erase or destroy any copies of Personal Data stored by it;
9. upon becoming aware of any Personal Data Breach, promptly notify to you in writing; and
10. make available to you all information necessary to demonstrate compliance with relevant data protection laws and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you, including (without limitation) allowing you, you employees or authorised agents or advisers upon reasonable prior written notice to Qonto, not more frequently than once per rolling twelve month period, at a mutually agreeable date and time, and at your sole cost and expense, reasonable access to any relevant resources and personnel of Qonto, during normal business hours, to inspect the procedures and measures referred to in this Schedule 1 during

the term of the Processing Terms. Such audits must be approved by Qonto in writing in advance.

Schedule 2 - Data Processing Information

Subject matter of the processing:

Payment Processing Services Terms (the "**Processing Terms**").

Nature and purpose of the processing:

To enable the provision of Payment Processing Services by Qonto to you under the Processing Terms where you solely determine the purpose and manner of processing (as set out in the Processing Terms).

Duration of the processing:

The processing will last for the duration of the Processing Terms and for such period after the expiry or termination of the Processing Terms as is necessary to allow the Parties to comply with their legal obligations.

Types of Personal Data:

Personal details, including names, transaction information, business type and contact details (for example, including phone numbers, email addresses, postal addresses, KYC information).

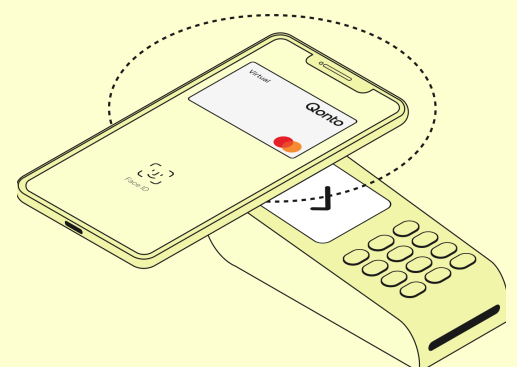
Categories of Data Subjects:

The personal data transferred concern the following categories of Data Subjects:

- Individual employees, directors or officers of you or Qonto or Cardholder Personal Data.

Schedule 3:

Payment Processing Terms - Tap to Pay



These terms set out the additional terms and conditions for the functionality "Tap to Pay" ("**Tap to Pay**").

We call these terms the "**TTP Terms**".

In order to be able to use Tap to Pay to receive payments, you need to

1. accept the Payment Processing Services Terms with Qonto, and
2. enter into the Tap to Pay on iPhone Platform Terms and Conditions ("**Apple Terms**") with Apple Inc ("**Apple**").

These TTP Terms govern the use of our Tap to Pay service by our Customers and their authorized representatives, including employees and third parties (collectively, "**Authorized Personnel**"). These terms do not apply to individuals making payments through Tap to Pay, whom we refer to as "**Users**". If a Customer uses Tap to Pay to make a payment to another party, they are considered a User for that transaction and these TTP Terms do not apply to that specific payment.

1. Introduction to Tap to Pay

Tap to Pay is a service that enables eligible Customers to accept contactless card or mobile wallet payments using compatible iOS devices. This service integrates with Apple's Tap to Pay platform. Customer eligibility is determined by Apple, as outlined in their terms of service. The availability of this product in different countries is detailed in our FAQ section.

Payments are processed through Card Schemes. Users of Tap to Pay must adhere to all applicable Card Scheme rules, particularly those set by Visa and Mastercard for their specific business and jurisdiction. For more comprehensive information on card payment obligations, please refer to our Payment Processing Services Terms.

2. How does Tap to Pay work?

Tap to Pay allows Customers with eligible devices to receive card payments from their clients. For more information on eligible devices, please refer to the Apple Terms.

It's important to note that Apple does not process payments, handle funds, or manage returns and refunds. All funds received through Tap to Pay will be credited to the Customer's Payment Account in accordance with the terms governing that account.

3. What types of card payments can be accepted using Tap to Pay?

Customers may use Tap to Pay to accept the following types of card payments:

- Contactless Visa and Mastercard card payments (the User can pay by tapping their card on your device as long as contactless payment functionality is enabled for that card); and
- Visa and Mastercard payments through Apple Pay, Google Pay and Samsung Pay (the User can pay using a card registered to their iOS or Android).

After each transaction, successful or not, you can generate and send a receipt to the User.

4. What are the fees for using Tap to Pay?

The fees for using Tap to Pay are set out in the Processing Fees pages. By accepting a payment using Tap to Pay, you agree to be charged the fees associated with your use of this payment method.

5. Your obligations when you use Tap to Pay

In addition to your obligations under the Payment Processing Terms, the terms that apply to your Payment Account and the Apple Terms, you must also comply with the below when using Tap to Pay.

You must:

- only use Tap to Pay for commercial purposes and not for any personal, family or household purposes;
- accept full responsibility for the behaviour of any Authorised Personnel that you have authorised to use Tap to Pay on their eligible devices;
- ensure that your Authorised Personnel complies with these TTP Terms;
- only use Tap to Pay to accept payments in the country within which your account is registered;
- not discriminate against certain types of cards when a User presents them to you for payment; and
- not apply any surcharges on top of the amount of the transaction just because a User wants to use a particular card.

You will also have to comply at all times with Apple's Acceptable Use Guidelines which are set out in the Apple Terms.

Note that certain types of transactions are prohibited by Apple as set out in the Apple Terms. We may block or reverse any transaction that is made using Tap to Pay which are contrary to the Apple Terms.

6. Payouts

In addition to section 6 of the Payment Processing Terms on Payouts, specifically for Tap to Pay the following applies:

Any Transaction will be settled into (or out of) your relevant Payment Account on the following Business Day. Meaning that if the Transaction took place on

- Monday, it will be settled on Tuesday - unless it's a public holiday.
- Friday, it will be settled on the following Monday - unless it's a public holiday.

7. When we may stop providing you with Tap to Pay services

We reserve the right to stop you or any of your Authorised Personnel using Tap to Pay on your Payment Account by disabling your account at Apple's request or if we suspect or become aware that you or your Authorised Personnel have breached these TTP Terms, the Payment Processing Terms, or any other terms that apply to your use of your Payment Account and any other Qonto products you use.

We also reserve the right to stop providing Tap to Pay as a service to any or all of our eligible Customers at any time at our discretion without reason - we will do our best to let you know ahead of time if this is the case to minimise disruption.

Additionally, as per the Apple Terms, Apple may decline to enable or may disable your ability to use Tap to Pay for any reason.

8. When can we make changes to the TTP Terms?

We may modify the TTP Terms in order to:

- improve clarity or usefulness
- reflect changes in our business operations, particularly due to changes in financial systems or technology
- comply with legal or regulatory requirements
- account for changes in our operational costs

Generally, we will provide 2 months' notice (via the Qonto app or email) before implementing changes. For beneficial changes, we may implement them immediately and inform you afterwards.

9. Data Protection

You acknowledge that we need to share certain information about you with Apple to allow you to use Tap to Pay. We will process your personal data in accordance with our [Privacy Notice](#).

We will also process personal data of your Users when they make payments to you using Tap to Pay, in line with our obligations under the Payment Processing Services Terms.

10. Disclaimers

We are not responsible for any inconvenience caused by device faults or technical difficulties affecting your ability to accept Users' card payments. Qonto will not be liable for any revenue loss associated with Tap to Pay usage, nor will we issue refunds for lost money or sales resulting from Tap to Pay use.

If we determine that you have breached any terms applicable to your account or use of Payment Processing Services under the Payment Processing Terms or these TTP Terms, we reserve the right to discontinue your access to Tap to Pay.

11. Need to get in touch with us?

For any questions about Tap to Pay, please contact Qonto support.

Processing Fees

Payment Processing Services

	Basic / Essential	Smart / Business	Premium / Enterprise
Fees per transaction of the transaction value			
EU consumer cards	1.2%	1.2%	0.8%
non-EU consumer cards & corporate cards	2.6%	2.6%	2.6%
Other fees			
Chargebacks	15.00 EUR		

Qonto