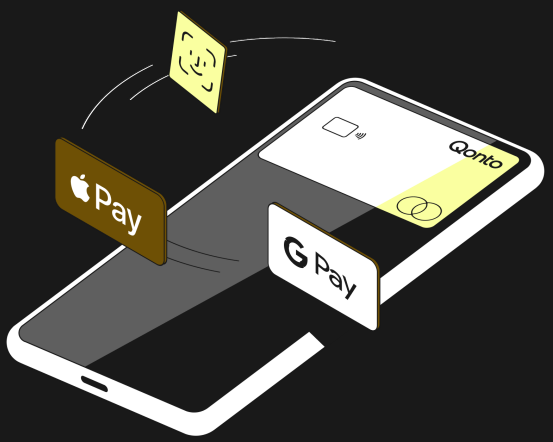
Qonto

Payment Processing Service Agreement

Version no. 2 dated: 17 November 2026



Commercial terms

The following are the Commercial terms of the Payment Processing Service Agreement. It covers the fees related to the Payment Processing Service ("Processing fees") and the fees for the provision and right of use of a POS terminal, should the Customer decide to request a physical POS terminal. The Customer may request the provision of a POS terminal at any time, including after signing this Agreement and throughout the term of this Agreement.

Processing fees
The Payment Processing Service is subject to the Processing Fees set out below. The Processing Fees include charges for individual Transactions, calculated on the value of the executed transaction and charges for handling any Chargebacks.

Customer acknowledges and expressly agrees to an aggregate pricing system that charges all-inclusive fees for the Payment Processing Service that includes all Cards Schemes, all types of Cards, all categories of Transactions regardless of the type of services or products sold by Customers and variations in interchange fees.

POS Activation fees
The provision of a physical POS Terminal to the Customer is subject to an Activation fee, covering the personalisation of the POS Terminal to the Customer payment account. Customer acknowledges that the POS provision of the POS is intrinsically bundled with the Payment Processing Service Agreement.

Processing fees and POS activation fees, if any, do not include VAT and any other taxes, fees or financial charges (e.g., goods and services tax, sales tax, and applicable indirect and transactional taxes) due on Transactions and/or Customer's use of the Payment Processing Service (the "Taxes"). Processing fees are tied to the pricing plan chosen by the Customer upon opening the Payment Account with the Institution.

	Tap to Pay	**Pos Pocket** *Compact, perfect for small businesses*	**Pos Pro** *For higher volumes, with receipt printing*
Activation fees[1] (excl. VAT)	N/A	99.00 € *one-time*	199.00 € *one-time*
Processing fees *Consumer EU Cards*	0.7% / transaction	0.7% / transaction	0.7% / transaction
Processing fees *Non EU and Business Cards*	2.6% / transaction	2.6% / transaction	2.6% / transaction
Chargeback (excl. VAT)	15.00 €	15.00 €	15.00 €
Credit recovery fees (excl. VAT)	0.00 €	40.00 €	40.00 €

[1]The POS Service is optional and is activated only at the explicit request of the Customer who requests a physical POS terminal. For all details regarding the POS Service, please refer to Annex 2 "Terms of POS Service" to the Agreement.

Payment Processing Service Agreement

This Agreement for Payment Processing Service ("**Agreement**") is concluded between:

Qonto SA, *société anonyme* with a capital of € 301 195,43 registered at the RCS Paris n° 819 489 626, with registered office in Paris, 6 impasse Bonne Nouvelle, 75010 Paris, VAT-ID: FR10819489626, is a licensed credit institution authorized by the European Central Bank, and supervised by the French Autorité de Contrôle Prudentiel et de Résolution (ACPR), under the registration number 16958.

Hereafter referred to as "**Institution**","**Qonto**," or " **Credit Institution**."

and

The customer (i) legal entity or (ii) natural person acting for its own account for professional purposes, registered or resident in Belgium

Hereinafter referred to as "**Customer**."

Jointly referred to as the "**Parties**."

WHEREAS.

- the Customer has entered into the framework agreement with the Institution regarding the payment services offered by the Institution ("**Framework Agreement**");
- the Customer also intends to make use of the Service for processing and accepting payments through the Tap to Pay Service and, where requested, the POS Service offered by Qonto;
- by this Agreement, the Parties intend to govern the terms and conditions to enable the Customer to facilitate the acceptance of non-cash payments for the sale of goods and services by the Customer ("**Payment Processing Service**" or "**Service**");
- in order to process the aforesaid Service, Qonto has entered into agreements with duly authorized entities that provide services that facilitate the processing of Card payment transactions by Qonto on behalf of the Customer;
- it is hereby understood and agreed between the Parties that the Payment Processing Service is governed not only by this Agreement, but also by the Framework Agreement, which shall apply in full to all matters not expressly set forth in this Agreement;
- except where expressly defined in this Agreement, terms designated with a capital letter shall have the meaning ascribed in the Framework Agreement. Therefore, if a word or phrase is not defined in this Agreement, it shall have the meaning ascribed in the Framework Agreement;
- in the event of any inconsistency between the Framework Agreement and the Agreement, this Agreement shall apply with respect to aspects pertaining to the Payment Processing Service;
- This Agreement, together with the Framework Agreement, is available in the Legal Center on Qonto's *website*.

Definitions

Contactless	A function that enables Cards to be accepted without physical contact of the Cards with the POS but simply by bringing the Cards or an associated electronic device (e.g., smartphone) close to the POS or a dedicated reader connected to it.
Card(s) or Payment Card(s)	**Card** means a card designated by the issuer as a Visa card, MasterCard or a card issued by any other card circuit that the Customer has accepted as a means of payment for Transactions and that Qonto has agreed to process under this Agreement.
Cardholder	**Cardholder** means the person in whose name a payment card has been issued.
Card Schemes	**Payment Circuits** means, unless otherwise agreed by the parties, Visa Inc., MasterCard Worldwide, Carte Bancaire, JCB, Union Pay International, Diners Club International/Discover Network or similar entities that provide payment cards and regulate the acceptance of payment cards and for which the Partner agrees (in its sole discretion) to provide services to Qonto from time to time.
Chargeback	**Chargeback** is the procedure for reversing a sales transaction, initiated by the Cardholder through a request to the Card issuer, whereby the debits and credits resulting from Cardholders' requests for reimbursement of payments made are handled within the Card Circuit, among the intermediaries involved. This procedure involves the payment of a fee to the Customer.
Data Breach	A **data breach** is any event involving unauthorized use, modification, or access by a party to confidential card transaction data stored by the Customer or any party engaged by the Customer to provide storage or transmission services for such data.
Data Security Standards	**Data Security Standards** means the Payment Card Industry Data Security Standards ("**PCI DSS**") and Payment Application Data Security Standards ("**PADSS**") imposed by credit card schemes for the protection of cardholder data and transaction information, and any additional or replacement standards of which Customer is informed from time to time.
Partner	Partner means an entity that Qonto may use, subject to applicable law, to facilitate the processing of Transactions in order to enable Customers to accept Transactions. Qonto is solely responsible for managing the relationship with the Partner.
POS	Equipment that enables the Customer to accept payments via Cards. It can be i) a physical POS that consists of physical equipment that can be connected to the telephone or telematics network with various communication technologies, different tools are also included in this definition (e.g., application installed on a smartphone cell phone equipped with a SIM properly configured with NFC technology) ; ii) Gateway.
PIN	**PIN** means the personal identification number associated with a card, assigned by the card issuer or personally chosen by the cardholder.
Transaction Receipt/ Receipt	**Transaction Receipt** means a document used to substantiate a Transaction.

Refund	Reimbursement means the procedure for reversal of a sales transaction, initiated by the Customer through a request to the Institution, by which debits and credits resulting from requests for reimbursement of payments made by Cardholders are managed within the Card Circuit, among the intermediaries involved. This procedure does not involve any cost to the Customer.

1. Conditions of eligibility and due diligence

To be eligible to apply to use the Payment Processing Service, the Customer must meet the following conditions:

- be the holder of an active Payment Account with the Institution. It is understood that the termination of the Payment Account - for whatever reason - results in the termination of this Agreement and the consequent inability to use the Payment Processing Service;
- provide all requested information ("Information") for the purpose of creating a money laundering risk profile (so-called due diligence process). The Information could include:
  - the website,
  - the locations where the business, trade, craft or professional activities are carried out,
  - all trade names under which the Customer operates,
  - a complete description of the goods and/or services provided,
  - tax information,
  - any other information requested by Qonto (or the Payment Circuits),
- successfully pass the due diligence process and be deemed eligible to use the Service by Qonto. Once this stage is passed, the Payment Processing Service will be activated against the existing Payment Account.

The Customer hereby acknowledges and agrees that, as part of its assessments of the Customer's eligibility for the Payment Processing Service, the Institution may, also, acquire Information, about the Customer and its business, from third parties. These third parties may include Qonto service providers, specialized credit reporting agencies, and information agencies.

During the term of the Agreement, the Institution reserves the right to request information from the Customer, acquire information from third parties, or review information already in its possession. In particular, the Customer is required to promptly notify the Institution of:

- changes or updates to the information previously provided to the Institution;
- substantial changes to the entrepreneurial, commercial, handicraft or professional activity carried out or the Customer's *business*.

Taking into account the information provided by the Customer or independently acquired by the Institution, from time to time the Institution will assess at its own discretion the eligibility of the Customer to use the Payment Processing Service on the basis of the conditions specified herein, as well as on the basis of any criteria imposed by Partners, Card Schemes and/or other parties that may be involved in the processing and acceptance of payments.

2. Use of the Service

The Customer may use the Payment Processing Service exclusively for the acceptance of payments from parties (hereinafter, the "Cardholders") who purchase goods or services offered by the Customer as part of the Customer's entrepreneurial, commercial, craft or professional activity (each payment transaction accepted or processed by the Customer on behalf of the Cardholder, the "Transaction").

The use of the Payment Processing Service is subject to the following conditions:

- the Service may only be used by the Customer, or its duly authorized employees or contractors, within the scope of the activities performed by the Customer;

- it is expressly prohibited to:
  - allowing unauthorized third parties to use the Service;
  - accepting or processing payments on behalf of third parties;
  - use the Service for personal purposes unrelated to the performance of entrepreneurial, commercial, craft or professional activities by the Customer.

The Customer agrees to immediately reimburse the Institution for any losses resulting from the acts and omissions of individuals who have used the *account* to access the Service outside the authorized purposes mentioned above.

The Customer is obliged to use the Service in full compliance with applicable laws, both national and supranational, regulations and provisions issued by the relevant Authorities. By way of example, the Customer is required to comply, where applicable to the same, with the regulations on: Refunds and Chargebacks, Payment Services, Consumer Protection, Competition, Privacy and Personal Data Protection, Anti-Money Laundering and Countering the Financing of Terrorism, and any additional provisions applicable to the Transactions made.

It is expressly prohibited to use the Service to process Transactions that are not permitted under this Agreement pursuant to the provisions of Articles 3 and 4 below.

If the Customer engages in conduct or accepts or processes Transactions in violation of this Agreement, the Framework Agreement, or applicable regulations that incorporate any of the instances set forth in Article 16.2, the Institution may terminate the Agreement with immediate effect.

3. Prohibited Transactions and Prevention Measures

In order to ensure the security and legitimacy of Transactions, the Institution has identified the following categories of Transactions that are not permitted under this Agreement. Transactions are considered prohibited if they are:

- incomplete or inaccurate;
- inconsistent with the ordinary operations of the Customer;
- lacking the necessary authorization of the Cardholder;
- put in place in violation of applicable regulations;
- characterized by elements suggesting their suspicious or fraudulent nature;
- not related to the usual entrepreneurial, commercial, handicraft or professional activity carried out by the Customer;
- not related to the sale of the Customer's products or offering of services.

The Customer acknowledges the above list of prohibited Transactions and represents and warrants that it will:

- implement adequate safeguards for the detection and prevention of impermissible Transactions;
- constantly monitor the Transactions processed;
- proceed with appropriate verifications in case of doubts about the legality of a Transaction, prior to its processing.

The Customer is responsible for and assumes all charges arising from any losses resulting from the processing of disallowed Transactions.

The Institution, while not assuming any obligation to identify disallowed Transactions in advance, provides assistance to the Customer through:

- advisory support in case of doubts about the legitimacy of Transactions;
- a dedicated support service for handling requests for clarification.

For any support or clarification needs regarding the above provisions, the Customer may contact the Institution's Customer Service, which can be contacted at the contact details indicated in Article 17.1.

4. Prohibited Activities

The Customer is expressly prohibited from using the Payment Processing Service for activities that the Institution qualifies as Prohibited Activities (hereinafter "Prohibited Activities").

Prohibited Activities include: i) the use of the Service in connection with embargoed countries; organizations, entities, or persons subject to blockades or sanctions; entities on the sanctions lists of the U.S. Office of Foreign Asset Control (OFAC); entities on the sanctions lists of the European Commission, and ii) any other activity that the Institution or its *Partners* qualify as prohibited. On this point, the Institution's and *Partner's* List of Prohibited Activities can be consulted.

If there is any doubt as to the prohibited nature of specific activities, the Customer should seek clarification from the Institution in advance.

In using the Payment Processing Service, the Customer agrees not to engage, either directly or through third parties duly authorized to use his/her *account*, in the following activities:

- accessing or attempting to access Qonto's confidential systems, programs, data or services;
- copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way any data, content, or portion of the Payment Processing Services, related documentation, or the Institution's *website*, except as expressly permitted by applicable law
- reverse engineer or attempt to reverse engineer the Service, except as expressly permitted by law;
- circumvent technical limitations of the Service or enable features disabled or not authorized by the Institution;
- act as an intermediary in the provision of the Payment Processing Service;
- assign to third parties the rights granted to the Customer under this Agreement;
- interfere with the normal operation of the Payment Processing Service;
- impair the use of the Service with respect to other customers;
- otherwise impair the provision of the Service by the Institution.

5. Relationship with Cardholders

The Customer is solely responsible for the management of relations with Cardholders with reference to the nature and quality of the products or services offered, their delivery, the related after-sales service, the management of refunds and returns, as well as the resolution of disputes and any other aspect of the business relationship established with end customers.

The Customer is obliged to comply with the provisions of the regulations in force in respect of Cardholders. The Institution assumes no liability in connection with the business relationship between the Customer and the Cardholders and the products or services offered by the Customer. In particular, the Institution does not provide Cardholders with any support regarding the delivery of transaction receipts, the procedures for delivery of purchased goods/services, the handling of returns and refunds, and any other matters related to the business relationship between them and the Customer. This is without prejudice to the information obligations for the benefit of the Customer provided by the relevant regulations in the hands of the Institution.

In order to ensure Cardholders' full understanding of the transactions carried out through the Payment Processing Service, the Customer is required to ("Customer's Obligations"):

- provide an accurate and truthful description of the nature of the Transaction;
- disclose in advance all material conditions of the purchase;
- make known the method of contact in case of discrepancies in the product or service;
- inform that Qonto and its affiliates process Transactions on behalf of the Customer;
- refrain from unfair or deceptive business practices and avoid exposing Cardholders to unreasonable risks;
- make refunds exclusively through the payment terminal or card acceptance method used for the original Transaction;
- comply with consumer protection regulations when conducting transactions with private parties;
- adopt and ensure transparent policies for handling returns, refunds, cancellations or adjustments.

6. Customer web page

In order to ensure full compliance with the Customer Obligations, the Institution recommends that the Customer provide adequate evidence on its *website* of the information to be provided to Cardholders.

7. Commissions

7.1. Processing Fees

The Payment Processing Service is subject to the Processing Fees set forth in the Commercial terms, which forms an integral and essential part of the Agreement.

The Processing Fees include Transaction fees calculated on the value of the transaction and charges for handling any Chargebacks.

The Customer acknowledges and expressly agrees to adhere to an aggregate pricing system that provides for the application of all-inclusive fees for the Payment Processing Service that includes all Card Schemes, all types of Cards, all categories of Transactions, regardless of the type of services or products sold by the Customer and variations in interchange fees. The Institution remains available to the Customer to provide clarification on the structure of the Fees applied to the Payment Processing Service.

Processing Fees are linked to the pricing plan selected by the Customer when opening the Payment Account at the Institution.

7.2. Tax Charges

Processing Fees do not include VAT and any other taxes, fees or financial charges (e.g., goods and services tax, sales tax, and applicable indirect and transactional taxes) due on Transactions and/or Customer's use of the Payment Processing Service (the "Taxes").

It is the customer's sole responsibility to determine which Taxes apply to its use of the Payment Processing Service and to comply with all related reporting and/or other obligations.

Customer agrees to indemnify and immediately reimburse the Institution, upon simple demand, for claims, losses, damages, costs, expenses, or fines arising from Customer's failure to comply with its Tax obligations.

8. Payments

Funds resulting from Transactions are credited to the Customer's Payment Account held with Qonto according to the timeframes set forth in the specific terms and conditions of each payment method used.

The timing of crediting to the Payment Account and the timing for the availability of funds for the purpose of withdrawal from the Payment Account are specified in the Annexes .

Therefore, the value date for crediting the Customer's account cannot be later than the business day on which the Transaction amount is credited to the Institution's account.

8.1. Multi-currency processing

The Service enables the Customer to receive payments from Cardholders in different currencies and have the payments settled in a currency other than the currency in which the Cardholder made the payment (hereinafter "Multicurrency Processing").

Under Multicurrency Processing, the applicable exchange rate and any fees are determined at the time of debit.

If a Transaction is subsequently reversed (for example, if the Cardholder requests a Chargeback), the exchange rate in effect at the time of the Chargeback transaction is applied and the exchange rate applied to the original Transaction is disregarded.

If the Customer submits a Transaction in a foreign currency to Qonto, the Card Schemes Circuits will convert it into euros using the exchange rate in effect at the time of the processing of the Sale or Chargeback transaction, which is available on the Card Schemes' website.

8.2 Processing of Refunds and Chargebacks

The Institution processes Refunds and Chargebacks exclusively in Euro by debiting the Customer's Euro Payment Account.

Conversion is made on the date of credit to the Cardholder's Payment Account. The exchange rate prevailing on that date is applied and therefore the exchange rate applied to the original Transaction is not considered.

8.3. Suspension or Termination of Multicurrency Processing Service.

The Institution reserves the right to:

- suspend or terminate the entire Multicurrency Processing service;
- suspend the processing of Transactions in one or more authorized foreign currencies.

The Institution may exercise the powers referred to in the preceding paragraph upon the occurrence of:

- any event of disruption in the currency market, currency availability or foreign exchange controls or excessive fluctuations in exchange rates;
- any event or contingency materially and adversely affecting interbank markets and the banking system;
- if expressly requested by the Partner and/or the Card Schemes.

Termination of the Multi-Currency Processing Service by the Institution will not affect Qonto's provision of the Payment Processing Service, which will continue to be provided on a regular basis.

9. Blocking and Suspension of the Service

The Institution reserves the right to block the Service or related tools, if any, in the following cases:

- suspected fraudulent or unauthorized activity; and
- security reasons related to the tools used for the purpose of using the Service.

The Institution will inform the Customer of the reasons for the suspension of the Service, unless such information must be provided because it is contrary to objectively justified security reasons or is prohibited by other applicable regulations.

The Institution reserves the right to change at its discretion the time at which the Service can be used in the event that technical problems occur that generate the need for temporary blockages. The Service may be suspended or interrupted at any time, and this even without prior notice, if there is a need for technical intervention, as well as other extraordinary events that may affect its continuity or security.

Where possible, the Institution will give timely notice of such interruption and updates regarding its duration. Interruptions for routine maintenance will, on the other hand, be communicated to Customers in advance.

No responsibility can be attributed to the Institution in the event of damages generated by causes not directly attributable to its control, including but not limited to: loss of connection, failure to receive data, unavailability of the connectivity network, lack of capacity, interruptions in the supply of electricity.

10. Refusal of Transactions

The Institution may refuse to process a Transaction upon the occurrence of a justified reason.

Specifically, a Transaction may be rejected by Qonto in the event of:

- incomplete or incorrect information;
- blocking of the Payment Account associated with the Service;

- suspicion of money laundering/terrorist financing;
- suspected unauthorized or fraudulent activity.

In such a case, the rejection and, where possible, the reasons for it, as well as the procedure for correcting any material errors attributable to the Customer that caused the rejection, shall be communicated to the Customer, unless such information cannot be provided because it is prohibited by relevant national or supranational regulation.

11. Handling of Disputes, Refunds and Chargebacks

11.1. General Provisions

Authorized Transactions may be subject to dispute or chargeback claims by a Cardholder against the Customer. The Institution is extraneous to any disputes inherent in the business relationship established between the Customer and the Cardholder and assumes no liability for Transactions which, even if initially authorized and properly executed, are subsequently the subject of a dispute (including a dispute for lack of proper legal basis), a request for Refund or Chargeback.

As a result of disputes, Refunds or Chargebacks, the balance of the Customer's Payment Account may also become negative.

In the event of a dispute between Customer and Cardholder, the Customer must offer the Cardholder the opportunity to file a dispute and the parties must attempt a resolution on their own. If the Customer deems to accept the Cardholder's request for Reimbursement - in whole or in part - it must give the Institution an order to debit its Account and credit the Cardholder's Account with the amount to be reimbursed, within the terms defined by the Card Schemes. Qonto reserves the right to make appropriate regularity checks before executing the order received. In this case, the amount of the refund acknowledged by the Customer to the Cardholder will be debited from the Customer's Payment Account at the Institution.

In the event that the Institution receives a Chargeback request from the issuer of the Cardholder's Card - formulated within the terms and conditions provided by law and the rules of the Circuit - the Customer agrees to pay, in addition to the amount to be refunded to the Cardholder, a Chargeback fee, as stated in the Economic Conditions. In such a case, the Customer may dispute the Chargeback request by submitting to the Institution documentary evidence to support the dispute. The Institution reserves the right to request additional information to evaluate the Customer's dispute and may share the information with *Partners* involved in processing the payment. However, the Institution does not guarantee acceptance of the dispute and reserves the right to reject the Customer's dispute.

11.2. Reconciliation and Error Notification

The Customer may review information on Transactions and other transactions under the Payment Account on his/her personal *account*, accessible through the App.

Except as required by law, Customer is solely responsible for reconciling the information generated by use of the Payment Processing Service with its own accounting records and for identifying any errors.

The Customer agrees to check its Payment Account and to report any errors found immediately upon becoming aware of them and in any event no later than thirteen (13) months from the date of credit; failure to do so will result in forfeiture of the Customer's right to make a request for rectification.

The Institution agrees to verify all reported errors, including those made by Qonto or a third party used to provide the Payment Processing Services, and, if appropriate, to correct them by crediting or debiting the Payment Account. However, the Customer understands that recovery of funds lost due to an error may be limited or not feasible, in particular, if the error is not the fault of the Institution and if the funds due are no longer available in any Payment Account.

The Institution shall work with the Customer and third-party vendors to correct transaction errors in accordance with applicable regulations.

12. Payment Methods

The Payment Processing Services offered by the Institution under this Agreement are provided with exclusive reference to Transactions made through the following payment methods:

- Card Transactions: payments made through credit cards, debit cards or transactions on major Card Schemes Circuits;
- Attendance Transactions: payments made through Tap to Pay technology (for more information with respect to this type of transaction please refer to Exhibit 1 of the Agreement) and/or payments made through POS (for more information with respect to this type of transaction as well as the related terms and conditions of sale and use please refer to Exhibit 2 of the Agreement).

The Institution reserves the right to update the available payment methods, introduce new options, modify existing methods and provide for additional functionality. Where such initiatives result in the modification of this Agreement, the Institution will notify the Customer as provided in Article 16.3 of this Agreement.

12.1. Card Transactions

When the Customer accepts Card payments, the Customer is bound to comply with the rules of the applicable Card Schemes. In particular, the Customer shall comply with all Visa or Mastercard, or similar payment card providers applicable to its business and jurisdiction. Any violation of such regulations shall constitute a breach of this Agreement and may result in termination of the Service by the Card Scheme Circuits and/or Qonto.

Card Schemes may change its rules at any time, without notice. The Institution will notify the Customer when it becomes aware of any changes and the Customer must comply immediately. Implementation of these changes may result in updates to the Payment Processing Service.

The Institution is required to share information about processed Transactions with the Card Schemes and, in certain cases, to make automatic alerts. This could result in the Customer being placed in monitoring programs such as MATCH (*Member* Alert *to Control High-Risk* Merchants), VMAS (Visa Merchant Alert System), EFM (*Mastercard's Excessive Fraud Merchant*) or other equivalent *screening* programs, possibly resulting in the Customer's inability to accept Card payments. The Customer agrees to the sharing of this information and agrees to reimburse any losses arising from third party claims, and waives any recourse against the Institution for reports made. The Institution retains the right to take further action, including termination of the Agreement or suspension of the Account or access to the Payment Processing Service.

If the Customer uses a third-party processor to process Payment Card Transactions, the Customer may specify that settlement take place through Qonto, subject to prior notice to the Institution. In this case, the Customer assumes responsibility for the proper transmission of Transactions and compliance with the rules of Payment Circuits by the third-party provider. The Institution will settle only those Transactions actually received by the network.

Depending on the nature of the activity performed, the Customer may have to enter into a direct Agreementual relationship with the Payment Circuit or another third party to use the Payment Processing Service. For Mastercard or Visa transaction volumes in excess of $1 million annually, it may be necessary to establish a direct Agreementual relationship with the Partner or other operator. In the absence of such an agreement, the Institution may suspend the Service or restrict transactions below the stated threshold.

12.3. Card Acceptance Requirements

The Customer is required to comply with the following requirements in accepting Cards:

Fraud Prevention:

- Take reasonable measures to identify forged or unauthorized signatures.
- Verify the legitimate use of the Card
- Promptly report any suspicions of fraud to the Institution

Transaction Management:

- Do not artificially split the value of a Transaction by dividing it into several separate transactions or purchases by the same Cardholder
- Do not establish minimum or maximum limits for Transactions without prior written authorization from the Institution
- For sales with partial payment:

- where the Card is used to make a deposit or pay an installment, the Customer may accept the Card for payment of all or part of the outstanding balance; and
- In any other circumstance, the Customer must obtain payment of the balance due in cash at the time the sale is completed.

Refunds:

- Prepare a fair policy for handling Refunds and Transaction disputes and include information about that policy in Transaction receipts
- Make a Refund to a Cardholder only if it is an actual refund of a previous sales transaction
- Make Refunds only against the same Card used for the original Transaction and for the full or partial amount of the original sale, by credit, and not by cash or check
- Do not make refunds solely for the purpose of transferring funds between different accounts

Security Protection:

- Do not ask a Cardholder to reveal the PIN code or any other secret identifier
- Contact Qonto if in doubt about the identity of the Cardholder or the validity of the Card

Responsibilities and Limitations:

- Do not knowingly process an impermissible Transaction
- Not infer from the issuance of a Card or the authorization of a Transaction: (i) the creditworthiness of the Cardholder; (ii) the correct identity of the Cardholder; (iii) that the Transaction is valid and acceptable; or (iv) the fulfillment of obligations under this Agreement.

13. Processing of Personal Data

The processing of personal data ("Personal Data") of the Customer is governed by this Agreement, its annexes and the Institution's Privacy Policy, available at the following address: Privacy Policy.

the Customer hereby consents to the access, processing and storage by Qonto of its Personal Data necessary for the provision of the Payment Processing Service covered by the Agreement.

By signing this Agreement, the Customer authorizes the Institution to disclose its Personal Data to Partners or sub Contractors to whom an activity has been outsourced for the performance of the Service. The Customer agrees to the recording of all communications that occur with the Institution for purposes of testing and improvement of the Service.

14. Intellectual Property

Outside of this Agreement, the Institution may grant the Customer the right to use Qonto trademarks to identify it as a service provider. Such use is subject to a separate written agreement.

In the absence of a specific licensing agreement, the Customer may not use the Qonto trademarks or any other intellectual property rights of the Institution. These include patents, invention rights, copyright and related rights, moral rights, trade names, domain names, image rights, goodwill, API documentation rights, *software* and *database* rights, and confidential information such as *know-how* and trade secrets. The Customer must not allow third parties to use Qonto's trademarks or use them in a manner misleading with respect to their ownership. It is also required not to compromise the Institution's rights to the trademarks or impair their registrations.

The Customer agrees to be identified as a Qonto customer in promotional materials relating to the Service. If he/she does not wish such identification, he/she must expressly notify the Institution.

The Parties agree not to suggest untrue sponsorships, endorsements, or affiliations. Upon termination of the Service, both Parties will remove all public references to their relationship from their respective websites and publicly available materials.

The use of trademarks or distinctive marks of Partners collaborating in the provision of the Service is permitted only to the extent of the rights granted. These terms do not automatically confer such rights. In particular, the use of the trademarks of Card Schemes is subject to the specific rules established by the Card Schemes themselves.

15. Security Obligations

This clause applies to the Customer in the event that it (i) collects payment data directly from a Cardholder, or (ii) stores data from a Cardholder.

The Customer acknowledges and agrees that:

- it is necessary to protect the stored Cardholder data, regardless of the method used to store it. Data storage also includes physical storage and security of Cardholder data. Some examples of other types of data storage that need to be protected are Access or Excel *databases* and paper files. Storage must be limited to the minimum necessary for business, legal and/or regulatory purposes;
- PIN or sensitive authentication data may not be stored after authorization (even if encrypted);
- if Qonto notifies Customer of its obligation to comply with data security *standards*, Customer must, at its own expense, successfully complete the protocols for PCI DSS and PA DSS within the timeframe established by the Institution or Card Schemes. Customer acknowledges and agrees that in the event of non-compliance:
  - Qonto may terminate the Payment Processing Service and/or terminate this Agreement; and
  - the Customer is liable for any fines imposed, including against Partners, by Card Schemes as a result of its default; and
  - the Customer is liable for any fines imposed by the Card Schemes in the event that a Card data compromise incident occurs and the Customer has failed to comply with the PCI DSS and PA DSS accreditation program;
- Qonto is obligated to report all data breaches to the Card Schemes, law enforcement and/or relevant Supervisory Authorities. The Customer gives its irrevocable consent for Qonto and/or Partners to release details of such data breaches to the aforementioned bodies;
- if the Customer has suffered a Data Breach:
  - the Customer is required to grant Qonto and/or the Partner, and/or any employees duly retained by them, full access - within the limits and conditions prescribed by applicable law - to its systems and *databases* to facilitate a forensic analysis to ascertain
    - what Charter data has been compromised;
    - what system weaknesses enabled the Data Breach; and
    - whether Charter data has been created, deleted, altered, copied, or manipulated in any way;
  - all costs of any forensic analysis are the responsibility of the Customer; and
  - in order to continue using the Payment Processing Service, must undergo full PCI DSS accreditation. All costs of such accreditation shall be borne by the Customer itself.

15.1 Obligations to Cardholders

The Customer must:

- accept any valid Card in a Transaction;
- send Qonto a Transaction for sale only when you have committed to actually provide the goods and/or services offered to the Cardholder;
- not accept a Card in a Transaction for the sole purpose of providing the Cardholder with cash;
- perform all obligations (including providing all goods and/or services) to the Cardholder in connection with the sale;
- not sell, purchase, provide or exchange information or documents relating to a Cardholder's account number, Card number or a Transaction to persons other than:
  - Qonto;
  - the Partner;
  - the Card issuer;
- destroy any document that is no longer required to be retained under applicable law or the rules of the Card scheme;



- take reasonable steps to ensure that the information and documents referred to in the preceding paragraphs are protected from misuse and loss and from unauthorized access, modification or disclosure;
- not make any representations in connection with goods or services that may bind Qonto or any Card scheme;
- not accept a Card or Transaction of an unacceptable type, as set forth in Article 3 above;
- prominently and unambiguously inform the Cardholder of the identity of the Customer at all points of interaction with the Cardholder (including *websites*, promotional materials and invoices) so that the Cardholder can easily distinguish Qonto from any supplier of goods or services or any other third party;
- inform any Cardholder with whom a Transaction is entered into that the Customer is responsible for that Transaction, including the goods or services provided, any payment transaction, related service requests, dispute resolution, and enforcement of the terms and conditions of the Transaction;
- not discriminate unfairly among Card issuers when accepting a Transaction;
- not refuse to complete a Transaction solely because a Cardholder refuses to provide additional identifying information in circumstances where the Customer does not legitimately request such information and Qonto has not required the Customer to obtain such information from the Cardholder;
- when collecting or storing Cardholder information, comply with the data security *standards* that have been notified;
- not transfer or attempt to transfer financial responsibility under this Agreement by asking a Cardholder to waive his or her dispute rights;
- notify the Cardholder, before the Transaction is completed, of the fees that will be charged for completing the Transaction in such a way as to enable the Cardholder to cancel the Transaction, if he or she so desires, without incurring any cost; and
- provide sufficient training to its employees and/or Agreementors to ensure compliance with its obligations under this Agreement.

15.2. Recurring Transactions

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

- the Customer has obtained the Cardholder's authorization (in electronic or paper form) to charge periodically for a recurring service;
- the Customer agrees to retain this authorization for the duration of the recurring services and make it available to the Institution upon request;
- the Customer makes a simple and accessible *online* cancellation procedure available to the Cardholder if the Cardholder's request for goods or services was initially accepted *online*.

15.3. Indemnity

The Customer agrees to indemnify and hold Qonto and/or any Partners involved in the provision of the Service harmless from any fines imposed by a Payment Card scheme due to the Customer's conduct in connection with its activities, including fines imposed by them as a result of a Chargeback rate deemed unacceptable under the rules of the relevant scheme.

16. Term, termination and amendments

16.1 . Duration

This Agreement is concluded for an indefinite term beginning on the day the Customer signs the Agreement.

This Agreement shall remain in force until either the Customer or Qonto exercises its right of termination or one of the termination scenarios under the provisions of Article 16.2 occurs.

16.2 . Withdrawal and termination

Withdrawal of the Customer

The Customer may withdraw from the Agreement at any time, without closing costs and penalties. Notice of withdrawal may be given by the Customer by sending an *e-mail* to support@qonto.com or directly from the Personal Account. The withdrawal shall take effect no later than thirty (30) days after Qonto receives the notice.

Withdrawal by the Institution

The Institution may withdraw from the Agreement, for any reason whatsoever, without cost or charge to the Customer, by sending written notice by *e-mail* to the Customer. The notice of termination will take effect after two (2) months from the date it is sent.

Termination

The Institution may also terminate the Agreement with immediate effect upon the occurrence of any of the following:

- supervening closure - for whatever reason - of the Customer's Payment Account with the Institution;
- assignment of the Agreement by the Customer in violation of Article 17.2;
- failure to provide guarantees where required by the Institution from the Customer under Article 17.3;
- material breach of the obligations under Articles 2, 3, 4, 15 of the Agreement, not remedied within seven days of the Institution's request;
- suspicion of fraudulent, unauthorized use or use contrary to the regulations on anti-money laundering and terrorist financing;
- detection of bill protests, seizures, injunctions, enforcement actions against, initiation of insolvency or bankruptcy proceedings against the Customer;
- detection of anomalies or inconsistencies that have arisen in the context of compliance with due diligence requirements, including inclusion in sanction lists;
- exceeding of Chargeback limits pursuant to Article 15.3.

The termination will be effective from the date of receipt of the relevant notice, which will be sent by *e-mail* to the Customer and will indicate the reasons that led to the termination of the relationship.

Effects of withdrawal or termination

In case of exercise of the right of withdrawal or termination by Qonto or the Customer under this Article:

- Customer agrees to complete or refund all pending transactions, stop accepting new transactions, and immediately remove all Qonto and payment network logos from its *website* (unless permitted by a separate license with the payment network).
- All warranties and rights granted by the Institution to the Customer for use of the infrastructure necessary to process Qonto's Transactions and payment terminals under this Agreement will terminate.
- The Customer agrees to return all materials and any POS devices provided to it under this Agreement.
- The Customer will still be liable to Qonto for Service charges billed on a pro rata basis for the period prior to termination.

16.3 Amendments

Any amendment to this Agreement or the terms and conditions and information relating thereto shall be expressly proposed to the Customer by written notice, delivered at least two (2) months prior to the intended effective date of the amendment.

The proposed amendments shall be deemed accepted by the Customer unless the Customer notifies the Institution prior to the effective date that it does not intend to accept them. The notice containing the proposed amendment sent by the Institution specifies that in the absence of express rejection the proposal is deemed accepted and that the Customer has the right to withdraw without charge before the effective date.

17. Additional Provisions

17.1 Communications and Customer Service

Communications intended for the Customer under the Agreement shall be made by the Institution by *e-mail*, telephone or text message to the address or number provided by the Customer when signing the Agreement or to such other contact details as the Customer may subsequently communicate to the Institution. It is the Customer's responsibility to procure and maintain an adequate and compatible computer system, *software* and communication line in order to view the communications.

The Customer may contact the Institution's Customer Service Department by postal service, *e-mail*, telephone or *chat* using the following contacts:

- Registered Office: 6 impasse Bonne Nouvelle, 75010 Paris
- Telephone number: +33176410308
- E-mail: support@qonto.com
- via chat, by opening a conversation directly on the Site or from the Qonto App.

Customer Service is available via *chat* 24 hours a day, 7 days a week, including holidays; with reference to requests received through the other communication channels, Customer Service responds from Monday to Friday, from 9:30 am to 6:30 pm.

The Customer understands that the Institution assumes that the Customer has taken cognizance of any notification in the Customer's personal *account*, except where the law explicitly requires a different method of notification.

Notifications pertaining to proposed Agreementual changes or to the Institution's exercise of the right of withdrawal will always be sent in writing (via *e-mail*).

The Institution provides a dedicated Frequently Asked Questions (FAQ) page in the Site's Help Center in order to answer the Customer's questions. The Customer acknowledges that the FAQs are for illustrative purposes only and that, in the event of a conflict between the FAQs and the provisions of this Agreement, the latter shall prevail as the only legally valid document.

17.2 Transferability of the Agreement

This Agreement may not be transferred, in whole or in part, by the Customer. Failure to comply with this prohibition shall constitute grounds for termination of the Agreement pursuant to Article 16.2.

The Customer may not grant third parties any rights or interests in the proceeds of Transactions processed through the Service until they are actually credited to the Payment Account. Even after crediting, the Institution reserves the right to recover such amounts in the cases and within the limits provided for in this Agreement.

The Institution reserves the right to transfer the Agreement to a company (i) in the same group as the Institution, or (ii) controlling the Institution, or (iii) subject to common control.

Should any of the above occur, the Customer will be duly informed of such transfer and of the need to fulfill its obligations under this Agreement to the new Contractor.

This Agreement does not grant rights to any parties not a party to it, with the exception of Partners collaborating in the provision of the Service. Such parties may avail themselves of the rights and benefits under this Agreement to the extent provided herein.

17.3 Recovery of amounts due and guarantees

The Customer agrees to pay upon simple demand by the Institution all amounts due under this Agreement.

In the event of non-payment, all recovery costs, if any, incurred by the Institution shall be borne by the Customer.

Where possible, the Institution will recover amounts due, including with affiliated companies, in the following order: i) offset against balances arising from the use of the Payment Processing Service, ii) offset against Payment Accounts held by the Customer at Qonto; iii) debit against payment methods linked to Payment Accounts held at Qonto. Recovery costs may include legal fees, costs of any court proceedings, interest and related charges.

Where possible, the Institution will recover amounts owed, including with affiliated companies, in the following order: i) offset against balances arising from the use of the Payment Processing Service; ii) offset against Payment Accounts held by the Customer with Qonto; iii) charge against Payment Methods linked to Payment Accounts held with Qonto. Recovery costs may include legal fees, costs of any court proceedings, interest and related charges.

At any time during the use of the Payment Processing Service, the Institution may require the Customer, or its directors, parent companies, or designated third parties, to provide a personal or other guarantee. In such cases, the Institution will communicate the amount and the reasons for the request. In such cases, at the request of the Institution, the Customer undertakes to sign all necessary documentation and to bear the charges related to the establishment, registration, publicity and maintenance of such guarantees.

Failure to provide the required guarantees may result in the termination of this Agreement in accordance with the provisions of Article 16.2.

17.4. Liability and Hold Harmless Obligations

The Customer shall be liable for the acts and omissions of its employees, Agreementors and agents when they act within the scope of the relationship with the Institution.

The Customer agrees to hold the Institution harmless from any costs, expenses, damages, including direct, indirect or consequential damages, loss, penalty, fine or sanction suffered by the Institution in the course of providing the Service to the Customer and resulting from:

- violation of the Customer's obligations under this Agreement;
- Chargebacks, disputes, refunds or reversals related to the use of the Service;
- violation of the requirements established by the Partners collaborating in the provision of the Service (by way of example, the Card Schemes) for the purpose of processing and settlement of Transactions;
- failure to comply with legal or regulatory requirements under applicable law;
- gross negligence or willful misconduct of employees, Agreementors and/or agents;
- publication of illegal content or violation of intellectual property rights, *privacy* or other rights of third parties;
- violations or breaches of obligations to Cardholders.

In case of use of the Service by a sole proprietor, the Cardholder shall be personally liable for the obligations under this Agreement, assuming the risk of personal financial loss in case of non-payment of amounts due.

17.5 Declarations and Warranties

By accepting this Agreement, the Customer declares and warrants:

- that it is eligible to use the Payment Processing Service and has the authority to perform and comply with the obligations required by this Agreement;
- that it provides accurate and complete information about its business as well as the products and services offered;
- that each charge submitted corresponds to a legitimate Transaction and that the information relating to the Transactions is accurate and true;
- to fulfill its obligations to Cardholders and to handle any disputes with them;
- that it complies with the regulations applicable to its business and use of the Service;
- that its employees, Agreementors and/or agents (if any) acting within the scope of the relationship with the Institution and/or Cardholders are required to comply with the terms of this Agreement.

The Customer also agrees not to use the Service for personal purposes, for the mere transfer of money in the absence of a corresponding sale, for intercompany transactions, for any fraudulent or illegal activity or that in any way interferes with the normal operation of the Services.

17.6 Exclusion of Warranties

The Institution provides the Service and intellectual property on the same terms and within the limits to which the Partner lends them to the Institution. Therefore, the Institution makes no express, implied, or statutory warranties as to title, merchantability, fitness for a particular purpose, or non-infringement of third party rights for causes beyond its control.

No information or documentation provided by the Institution, whether in written or verbal form, constitutes an additional warranty.

The Institution assumes no responsibility for:

- products and/or services offered or sold by the Customer;
- products and services actually purchased by Cardholders through the Service;
- legitimacy of Transactions accepted by Customers.

The Customer uses the data accessed through the Service at its own risk, assuming responsibility for damage to its infrastructure, loss of data and other losses resulting from its use.

These warranty exclusions do not operate in derogation of mandatory statutory regulations. Any conflicting provisions shall be deemed automatically superseded by the corresponding statutory provisions.

17.7 Limitations of Liability

The liability of the Institution is excluded for damages arising as a consequence of the business relations between the Customer and the relevant end-customers purchasing the goods and/or services offered by the Customer.

The Institution is not responsible for the consequences arising from any interruptions, defaults or delays in the execution of the Service due to causes not attributable to it, such as strikes - even of its own personnel - inefficiencies, suspension or slowing down of communications, actions or omissions of the Customer or third parties. The Institution is also not liable in cases where such events result directly or indirectly from force majeure events, fortuitous events, or in cases where Qonto has acted in performance of a duty imposed by a legal regulation or an order of the Authority.

The Institution shall not be liable for any damage, prejudice or loss to the Customer arising out of, or relating to, hacking, tampering or other unauthorized access to or use of the Payment Processing Service, the Payment Account or the Customer's data, or the failure to use or implement anti-fraud measures, security controls or other data security measures, except to the extent that such event results directly from a breach of this Agreement by Qonto.

The Institution, except in cases of willful misconduct or gross negligence, shall have no liability to the Customer in the event of:

- Customer's access to or use of the Payment Processing Service in a manner inconsistent with the provisions of this Agreement;
- any unauthorized access to *servers*, infrastructure or data used in connection with the Service;
- interruptions or termination of the Service due to connectivity failures or similar issues;
- any *bugs*, viruses or other malicious code that may be transmitted through the infrastructure used in the provision of the Service;
- any errors, inaccuracies, omissions or losses in or of the Data provided;
- third party content provided by the Customer; or
- defamatory, offensive or illegal conduct by third parties.

The Institution shall never be liable for, but not limited to, financial loss, loss of income, loss of Customerele, loss of image, moral damage that may occur as a result of delay or its own default.

Except in cases of liability for willful misconduct or gross negligence, the Institution's overall liability is limited to the amount of Processing Fees paid by the Customer in the three months preceding the damaging event.

17.8. Nature of Contractual Relationship

This Agreement does not constitute nor may it be construed to constitute a partnership, joint venture, agency relationship between the Parties or an authorization for one Party to make commitments on behalf of the other.

The Institution and the Customer act in their own name and not on behalf of or in the interest of any third party.

17.9 Entire Agreement



This Agreement and its Annexes constitute the entire agreement between the Parties with respect to the Payment Processing Service and supersede all prior understandings, promises, warranties, representations and agreements, written or oral, relating to the same subject matter.

Each Party acknowledges and agrees that it may not make any claim or assert any remedy with respect to any statement, representation, assurance or warranty not expressly contained in this Agreement.

17.10 Language

The language used in contractual relations shall be English.

17.11. Claims Processing

The Customer is invited to contact the Claims Service (reclamations@qonto.com) for any claim relating to the execution of the Agreement.

The Customer agrees that the Institution will respond to their claims in a durable medium. The reply will be sent as soon as possible and at the latest within fifteen (15) Business Days following receipt of the complaint by the Institution. However, for reasons beyond its control, the Institution may be unable to respond within this period of fifteen (15) Business Days. In this case, it will communicate to the Customer a response specifying the reasons for this additional delay and the date on which it will send the definitive answer. In any case, the Customer will receive a definitive answer no later than thirty-five (35) Business Days following receipt of the claim. In case of dispute, the Institution will inform the Customer about the existence or not of an appropriate dispute resolution body.

17.12. Independence of Clauses

The cancellation or ineffectiveness of one or more clauses of the Agreement shall have no effect on the overall validity or effectiveness of the Agreement and/or the remaining provisions of the Agreement, which shall therefore remain in full force and/or effect.

17.13. Applicable Law and Jurisdiction

The law applicable to the Agreement is French law. Any dispute relating to the formation, validity, interpretation, performance or breach of the Agreement falls within the exclusive jurisdiction of the Paris Court, including in the event of a warranty claim or plurality defendants.

Annex 1 - Terms of the Tap to Pay Service

1. Description of the Tap to Pay Service

These terms govern the use of the Tap to Pay service ("Tap to Pay Service Terms"). Tap to Pay is a service that enables Eligible Customers to accept Contactless payments via:

- Payment Cards;
- digital wallet (*wallet*),

using iOS or Android devices compatible with the Tap to Pay platform from Apple Pay, Google Pay, or Samsung Pay ("Tap to Pay Service"). Customer signing of this Agreement automatically includes activation of the Tap to Pay Service, which will be available for immediate use subject to the technical and eligibility requirements and conditions set forth in this Agreement.

The Customer's eligibility is determined by the respective platforms used by the Customer (*i.e.,* Apple, Google, or Samsung), according to their own terms of service, which also establish the territorial availability of the service. It is important to note that the provider of the Tap to Pay functionality does not process payments, handle funds, or handle returns and refunds. However, the Payment Processing Service is provided by the Institution under this Agreement. Therefore, all funds received through Tap to Pay will be credited to the Customer's Payment Account in accordance with the terms of the Agreement.

2. Operation and Type of Payment

The Tap to Pay Service allows, through the Card Schemes , to accept Visa and Mastercard Contactless Cards and payments via Apple Pay, Google Pay and Samsung Pay. Specifically, Customers can use Tap to Pay to accept the following types of Card payments:

- payments using Visa or Mastercard Contactless Cards, as long as the contactless payment feature is enabled for the Card being used; and
- payments via Apple Pay, Google Pay and Samsung Pay, using a Visa or Mastercard registered on their iOS or Android device.

A Receipt can be generated and sent to Cardholders for each Transaction.

3. Commissions

By accepting a payment via Tap to Pay, the Customer agrees to be charged the Processing Fees associated with the Payment Processing Service set forth in the Commercial terms.

4. Customer's Obligations

The Customer is required to:

- use Tap to Pay for business purposes only and not for personal, family or household purposes;
- assume full responsibility for the use of the Service by its authorized personnel;
- ensure that authorized personnel comply with this Agreement;
- use Tap to Pay only to accept payments in the country where the Payment Account is rooted;
- not discriminate between different types of Cards;
- not apply any surcharge to the Transaction amount for the purpose of having the Cardholder use a particular Card;
- comply with the Tap to Pay feature usage guidelines contained in the terms of service provided by the respective platforms providing the service (Apple, Google, Samsung) (the "Tap to Pay Terms").

Please note that certain types of Transactions may be prohibited by the platforms offering this functionality, as outlined in the Tap to Pay Terms. Therefore, any transaction made with Tap to Pay that is contrary to the respective conditions may be rejected.



5. Settlement of Transactions

Any Transaction shall be settled on (or from) the Customer's Payment Account on the business day following the Transaction. This means, by way of example, that if the Transaction was made:

- Monday, it will be settled on Tuesday, unless it is a holiday;
- Friday, it will be settled on the following Monday, unless it is a holiday.

This is without prejudice to the provisions under Article 8 of the Agreement.

6. Suspension and interruption of service

The Institution reserves the right to block access to the service upon reasoned request of the platforms offering the Tap To Pay functionality or in case of violation of the terms set forth in this Annex to the Agreement. This is without prejudice to the provisions under Article 10 of the Agreement.

Furthermore, the Customer acknowledges that the possibility for the aforementioned platforms to refuse to enable or disable the ability to use Tap to Pay pursuant to the provisions of the respective Tap to Pay Terms remains unaffected.

7. Changes

The Institution may amend the terms set forth in this Annex for the following reasons:

- improve their clarity or usefulness; reflect changes in the Institution's business operations, particularly due to changes in financial systems or technology;
- to comply with legal or regulatory requirements or those imposed by the Supervisory Authority; and
- take into account changes in the operating systems used.

Changes, when the relevant prerequisites are met, will be communicated to the Customer in accordance with the provisions of Article 16.3 of the Agreement.

8. Data Protection

Data processing is carried out in accordance with:

- the Institution's Privacy Policy;
- the terms set forth in the Agreement; and
- the sharing agreements with the platforms offering Tap to Pay.

9. Disclaimers

Qonto is not responsible for any inconvenience caused by device failures or technical difficulties beyond the Institution's control that affect the Customer's ability to accept Card payments from Cardholders. As such, Qonto will not be responsible for any loss of revenue associated with the use of Tap to Pay.

Annex 2 - POS Terms of Service

1. Description of POS Service

These Terms govern:

- the activation of payment terminals (POS) by Qonto to the Customer, and
- the use of the related POS payment acceptance service ("**POS Service Terms**").

POS is an electronic device that enables Customers to accept payments via Cards.The compatibility of the POS with the IT systems and infrastructure of the Customer's business must be verified by the Customer prior to the order.

The technical specifications and functionality of the POS are made available to the Customer prior to confirmation of the order and posted on the Qonto website. The Customer acknowledges that use of the POS requires a stable Internet connection and is compatible only with the devices and operating systems listed in the technical documentation provided by Qonto.

Qonto reserves the right to make changes to the technical specifications of the POS; any changes will not affect the essential functionality of the devices already ordered and/or delivered to the Customer.

2. Use of the POS

As part of the Payment Processing Services provided via the POS the Institution makes the POS available to the Customer for the duration of the Agreement. The provision automatically ends upon expiration or termination of the Agreement, regardless of the cause.

The pricing for the provision of the POS is indicated in the "Pricing Conditions" ("**Activation Fee**"). This Activation Fee includes (i) the provision and shipping of the POS,(ii) its configuration to the Customer's Payment account and(iii) the right to use the POS for the duration of the Agreement. The POS is configured to only work with the Customer's Qonto account.

The provision of the POS does not entail a transfer of ownership of the POS to the Customer. The POS remains the exclusive, non-transferable, and non-seizable property of Qonto and is made available to the Customer solely for the purposes of the Agreement, in exchange for the Activation Fee charged by Qonto at the time the terminal is ordered by the Customer.

The Customer is responsible for the payment of the Activation Fee and must not, under any circumstances, damage the physical, electrical, or electronic integrity of the POS. The Customer assumes the risk of deterioration, malfunction, loss, or theft of the POS with its receipt, except for defects inherent to the equipment. The Customer must obtain all necessary insurance coverage from any authorized insurer for risks related to the possession and use of the POS. The Customer must contact Qonto as soon as possible to report any loss or theft of the POS.

The Customer activates the POS Service at the same time as the POS Order referred to in the previous article. The POS Service allows the Customer to accept payments through enabled Payment Schemes (e.g. Visa and Mastercard), including payments through physical Contactless or Insertion/Chip Cards, as well as payments made through digital wallets such as Apple Pay, Google Pay and Samsung Pay, where supported by the terminal itself.

For each Transaction made via POS, a receipt can be generated and sent to Cardholders.

3. Withdrawal

Subject to the provisions of Article 2, the Customer may withdraw from the POS Service at any time, without closing costs and penalties. Notice of withdrawal may be given by the Customer by sending an *e-mail* to support@qonto.com or directly from the Personal Account. The withdrawal takes effect from the moment Qonto receives the notice.

In the event of withdrawal from the POS Service, Qonto will deactivate the POS Service and the Customer will be required to return the POS terminal in accordance with the terms and conditions communicated by Qonto. Deactivation of the POS Service will result in the Customer's inability to conduct any further POS transactions. Any amounts owed by the Customer for fees, commissions or other consideration accrued up to the date of effective deactivation will remain due.

It is understood that the right of withdrawal in this case refers only to the use of POS Service and does not affect the Activation fee of the terminal, which is not subject to withdrawal or cancellation. In this sense, the Activation fee of the POS is in no case refundable.

4. POS Delivery

The delivery time of the POS terminal indicated by Qonto at the time of the Order by the Customer is to be considered as a guideline. Qonto undertakes, as far as possible, to comply with the deadlines communicated in the Order confirmation, except in case of force majeure events or causes not attributable to Qonto.

Any exceeding of the delivery time will not entitle the Customer to compensation, indemnity or termination of the order in progress nor to price deductions.

Upon delivery of the POS, the Customer is required to check its integrity. Any defects, faults or damages found must be reported in a precise and detailed manner, under penalty of forfeiture, within 48 (forty-eight) hours of delivery by contacting the Customer Service at the addresses provided in Article 17 of this Agreement

5. Return of POS

The Customer acknowledges that the POS (i) contain sensitive and proprietary data, (ii) must be destroyed in accordance with PCI DSS standards, and (iii) are intended solely for use within the Payment Processing Services provided by Qonto. Accordingly, the Customer agrees not to engage in the sale, distribution and/or provision of the POS payment devices to third parties.

In case of termination, early termination of the Agreement for the Payment Processing Service or in case of withdrawal from the POS Service, the Customer agrees to return the POS terminal for destruction as soon as possible. The responsibility for the destruction of the POS, in accordance with applicable regulations, as well as the assumption of all related costs, lies with Qonto.

6. Commercial Terms

The costs related to the POS Service (the Activation fee and credit recovery fees) are transparently stated in the Commercial terms ("**POS Service Fee**").

By accepting a payment via POS Service, Customer agrees that it will also be charged the Processing Fees associated with the Payment Processing Service set forth in the Economic Conditions.

Payment of the POS Service Fee shall be made by Customer in one lump sum at the same time as the Order by debiting Customer's Qonto Payment Account, Card or other payment method accepted by Qonto.

Qonto reserves the right to suspend delivery of the POS in case of non-payment or partial payment of the POS Service Fee.

In the event of late payment of the POS Service Fee, late payment interest shall be charged equal to the interest rate applied by the European Central Bank to its most recent main refinancing operation, plus 10 (ten) percentage points. Interest on late payment shall automatically commence from the day following the due date for payment, without the need for formal notice of default. Reimbursement of credit recovery costs, including the lump sum of 40 (forty) euros, as well as any other reasonable costs incurred in the recovery itself, shall also remain due.

7. Obligations of the Customer

The Customer undertakes to:

- use the POS exclusively for business and not personal purposes;
- ensure compliance with the intended use and instructions provided by Qonto;
- ensure that authorized personnel comply with the Agreement and its instructions for use;
- use the POS exclusively to accept payments in the country of rooting of your Payment Account;
- not discriminate between different types of Cards accepted by the POS;
- not apply any surcharge to the Transaction amount in order to incentivize the use of a particular Card by the Cardholder;
- not make Transactions prohibited by law and the terms of the Agreement.

Therefore, any POS Transaction that is contrary to the respective conditions may be rejected.

8. Settlement of Transactions

Any Transaction shall be settled on (or from) the Customer's Payment Account on the business day following the Transaction. This means, by way of example, that if the Transaction was made:

- Monday, it will be settled on Tuesday, unless it is a holiday;
- Friday, it will be settled on the following Monday, unless it is a holiday.

This is without prejudice to the provisions of Article 8 of the Agreement.

9. Warranty

The Customer must report any defects or faults within 2 (two) months of discovery by contacting Customer Service at the addresses provided in Article 17 of this Agreement .

Problems arising from misuse, tampering, accidental drops or force majeure are excluded from the warranty.

10. Suspension and interruption of service

The Institution reserves the right to block access to the POS Service in case of violation of these POS Terms of Service and the Agreement. This is without prejudice to the provisions under Article 9 and 10 of the Agreement.

11. Changes

The Institution may amend the terms set forth in this Annex for the following reasons:

- improve their clarity or usefulness; reflect changes in the Institution's business operations, particularly due to changes in financial systems or technology;
- to comply with legal or regulatory requirements or those imposed by the Supervisory Authority; and
- take into account changes in the operating systems used.

Changes, when the relevant prerequisites are met, will be communicated to the Customer in accordance with the provisions of Article 16.3 of the Agreement.

12. Data Protection

Data processing is carried out in accordance with:

- the Institution's Privacy Policy;
- the terms set forth in the Agreement.

13. Disclaimers

Qonto shall not be responsible for any inconvenience caused by POS device failures or technical difficulties not attributable to the Institution that affect the Customer's ability to accept Card payments from Cardholders. As such, Qonto will not be responsible for any loss of earnings associated with the use of the POS.

However, Qonto's liability shall be limited to cases of liability for willful misconduct or gross negligence and shall cover only direct and foreseeable damages suffered by the Customer. In no event shall Qonto's liability extend to indirect damages, loss of profit or consequential damages, or otherwise not immediately attributable to the provision of the POS.

In any event, the Institution's overall liability is limited to the amount paid by the Customer for the activation of the POS covered by these POS Terms of Service.




Qonto