

# BUCKAROO

Terms and Conditions  
Point of Sale (POS)/Terminals  
2025 v1

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## A. General

### 1. Definitions

In these Terms and Conditions Point of Sale/Terminals, the definitions as set out in the Buckaroo General Terms and Conditions apply, unless stated otherwise herein:

Account Holder	a person who is authorized to use a particular Payment Method granted to him or her;
Acquirer	Already defined in the General Terms and Conditions, but with addition that in this context Buckaroo is an intermediary for the Non-Collecting Payment Methods
Authorization	the process in which an Account Holder gives permission for the use of a Payment Method and an Issuer, in case of a positive result of an authorization request, warrants the Payment to an Acquirer in the context of the purchase of a product or service from the Merchant. An Authorization includes a verification of the availability of sufficient funds and the entitlement of the Account Holder to use the Payment Method;
Bank Account	the business IBAN specified by the Merchant into which Buckaroo disburses payments it has received.
Certification Agreement	the agreement concluded between Buckaroo and the Licensee pursuant to which Buckaroo acts as CPSP
Collecting Payment Methods	Payment Methods in which Buckaroo is responsible for debiting the Account Holder with the help of third parties and for paying out funds to which the Merchant is entitled as the result of Authorizations. At the moment Alipay and WeChat Pay are designated as Collecting Payment Methods
CPSP	the abbreviation for Collecting Payment Service Provider; which refers to the debiting of the Account Holder with the help of third parties and the paying out of funds to the Merchant
Defect	the substantial failure of a Product or Service to comply with the Documentation provided
Infrastructure:	the infrastructure for the Transmission and processing of data relating to Payments
Installation:	the connection of the particular Products and/or Services and preparing them for use by Buckaroo, at the Merchant's location or otherwise
Issuer	the party that makes a Payment Method available to an Account Holder and has concluded an agreement to this effect with the Account Holder
Licensee	the party with whom Maestro, MasterCard, V PAY and/or Visa has concluded a license agreement and with whom Buckaroo has concluded a Certification Agreement
Means of Authentication	the (combination of) data and/or means by which the Merchant can authenticate itself to Buckaroo, such as but not limited to the combination of username/password, unique codes or (PIN) codes, whether or not generated using tools/ devices, etc., which the Merchant can use to change his/her data, purchase Products and/or Services and obtain management information from the information management systems made available to the Merchant by Buckaroo.

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Non-Collecting Payment Methods	Payment Methods in which Buckaroo is not responsible for debiting the Account Holder with the help of third parties and the paying out of funds to which the Merchant is entitled as the result of Authorizations. At the moment Maestro, MasterCard, V PAY and Visa are designated as Non-Collecting Payment Methods;
Payment Confirmation	the confirmation from Buckaroo to the Merchant, in accordance with Buckaroo's regulations, in which Buckaroo notifies the Merchant that the payment of the desired Payment Method will be performed
Payment Interface	an electronic connection possibility offered by Buckaroo to the Merchant in order to enable it to send Payments to Buckaroo;
Payment Method	Payment Methods and Non-Collecting Payment Methods
Plug & Play	Buckaroo's preparing the particular Products for use and sending them to the Merchant so that the latter can connect and take them into use itself
Regulations:	the regulations additionally constituting part of the Agreement, including but not limited to the Scheme Rules, the particular conditions of the Acquirer and other regulations as amended and additionally imposed from time to time by Buckaroo, the Scheme Owners or by the Acquirer
Return PIN Transaction	the repayment of a Payment back to the Account Holder by means of his or her payment card, which return payment is made into the account linked to this card
Support	the Service, agreed between Buckaroo and the Merchant in an Agreement, to make a help desk available for user questions and malfunction reports and – depending on the type of service contract concluded – the fixing of malfunctions and/or Defects and the performance of maintenance, or the provision of support electronically.
Telecommunications Service	the mobile telecommunications service provided by Buckaroo, as further specified in the Agreement
Transaction	Already defined in the General Terms and Conditions, but with addition that it includes a Return PIN Transaction;
Transmission	the electronic transmission of data for the purposes of performing Payments

## 2. Performance of the agreement

- 2.1 All delivery and other periods cited by Buckaroo are an approximation and are determined based on the information and circumstances known to Buckaroo when the Agreement was entered into. Any delivery or other periods stated shall not at any time be regarded as firm deadlines. The failure to meet any delivery or other period does not result in default on Buckaroo's part.
- 2.2 The Merchant will conduct itself with due care and diligence and is responsible for the use of the Products and Services made available by Buckaroo to the Merchant by way of rental, on loan or otherwise
- 2.3 The Merchant will, at Buckaroo's first request, provide Buckaroo with all necessary cooperation for Buckaroo's performance of the Agreement, which also includes providing access to the Merchant's locations, computer systems and internal systems.
- 2.4 As of 1 January 2025 Merchant must accept all card types (debit credit, prepaid and commercial) of a payment brand that are issued outside the EEA in accordance with the relevant payment brand rules ('honor all cards rule'). In case the Merchant does not process all its cards transactions via ING, it remains the

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Merchant's responsibility to ensure that all required card types, in line with honor all cards rule, are accepted through either ING and/or through a third-party acquirer.

### 3. Delivery of Products

- 3.1 The transport and shipping of Products to the Merchant takes place at the Merchant's expense and risk. Buckaroo reserves the right to perform assignments for the delivery of Products and/ or Services in parts or to make these available in parts and invoice for these partial deliveries.
- 3.2 Unless otherwise agreed, or unless the Product is a Plug & Play system, Buckaroo will ensure Installation of the Product. The Merchant's connection of the Product (in the case of Plug & Play) takes place at the Merchant's own expense and risk.
- 3.3 The Merchant must notify Buckaroo of any proposed relocation of a Service and/ or relocation of Products provided by Buckaroo for the Merchant's use at least 30 days prior to such a relocation. The costs of moving the Products and/or Services and any (updated) Installation required are at the Merchant's expense and such activities will be carried out by Buckaroo based on Buckaroo's applicable hourly rates.
- 3.4 If it should appear that the Services agreed on with Buckaroo cannot be supplied at the new address, a suitable solution will be found. If no suitable solution can be found, the Agreement will in that case be terminated in relation to the particular Service by means of cancellation, with effect from the date of the move. Buckaroo does not owe any damage compensation in that case. The Merchant will continue to owe any claims not yet paid.
- 3.5 An amendment may only be invoked by the Merchant in respect of Buckaroo if the Merchant has informed Buckaroo of this amendment in good time in writing. Entry of an amendment in the appropriate public registers may never be
- 3.6 If the Merchant is in default of payment, it is furthermore under obligation, at Buckaroo's first request, to return or ensure the return to Buckaroo of Products already delivered and of which ownership has not transferred to the Merchant.

### 4. Guarantee

- 4.1 Any Defects and malfunctions that occur during a period of 6 months after the initial delivery of a Product or Service will be repaired or fixed by Buckaroo free of charge and to the best of its ability.
- 4.2 If a Defect or a malfunction has been repaired and that same Defect or that same malfunction occurs again during a period of 3 months after such repair, Buckaroo will attempt to repair or rectify the Defect or malfunction free of charge and to the best of its ability once or once again.
- 4.3 If, at Buckaroo's discretion, a Defect or malfunction is the result of inexpert use of the Product by the Merchant or a third party or of another cause not attributable to Buckaroo, the Merchant is not entitled to any repair free of charge.
- 4.4 All repair work performed by Buckaroo – regardless of whether this is performed free of charge or in paid for – is performed to the best of its ability. Buckaroo cannot guarantee, however, that a Defect or malfunction will actually be fixed or be able to be fixed in all cases.

### 5. Implications of termination

- 5.1 After termination of the Agreement for any reason whatsoever, the Merchant will immediately return to Buckaroo all Products that have been provided to the Merchant other than in the context of purchase, or will send these back to Buckaroo at the Merchant's own expense immediately at Buckaroo's first request to this end. If Buckaroo must collect the Products, the costs of such collection are at the Merchant's expense.

### 6. Fees

- 6.1 The Fees for Point of Sale/Payment Terminal Debit Transactions are partly dependent on two components:
  - i) the Average Transaction Value (ATV); and
  - ii) the country in which the Payment Terminal is located in combination with the country in which the Customer's card was issued;

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- 6.2 In the event of a high ATV and/or if the country in which a Customer's card was issued is often not the same as the country in which the Payment Terminal is located (according to the Agreement), different rates may be charged afterwards for a period up to a maximum of six (6) months ago following the Transaction.

### **B. Specific Provisions for Products and Services**

#### **I. Sale and renting out Products**

##### **1. Applicability**

- 1.1 The provisions of this chapter apply if and insofar as it has been agreed between the Merchant and Buckaroo that Buckaroo will sell or rent out the Products to the Merchant.

##### **2. Purchase and sale, retention of ownership**

- 2.1 Insofar as it has been agreed in the Agreement that Buckaroo will sell Products to the Merchant, Buckaroo sells and supplies these Products to the Merchant and makes the Documentation related to these available to the Merchant. The Merchant bears the risk of selecting the purchased Products.
- 2.2 Buckaroo retains ownership of all Products sold by it until payment in full of the sum owed by the Merchant to Buckaroo for the sale and supply of the Products, including interest and costs and other additional fees.

##### **3. Rental and renting out and obligations of Merchant**

- 3.1 Insofar as it has been agreed in the Agreement that Buckaroo will rent Products out to the Merchant, Buckaroo will make these Products (and the corresponding Documentation) available to the Merchant by way of rental in exchange for the rental price stated in the Agreement and for the term stated in the Agreement.
- 3.2 Unless otherwise agreed in the Agreement, the provision of consumables necessary for use of the Products is not included in the rental (or in the rental price). Consumables include, among other things, batteries, stamps, ink cartridges, toner products, cables, print and receipt rolls and accessories.
- 3.3 The Merchant will conduct itself with due care and diligence and is responsible for the use of the Products. The Merchant will treat the Products with due care, will refrain from damaging them and will use them exclusively for the purpose for which the particular Product is intended under the Agreement. If the Product becomes damaged, the Merchant is required to compensate Buckaroo for the particular damage. The Merchant is required to insure itself adequately against all risks arising from its position as renter with respect to Buckaroo.
- 3.4 The Merchant will observe and perform all obligations, instructions and restrictions Buckaroo has notified the Merchant of in relation to the rented Products, as set down in these General Terms and Conditions, the Agreement, the Documentation and as announced by Buckaroo from time to time (on its website, by notice or otherwise). The Merchant is not permitted to modify or expand the Products or connect the Products to equipment that has not been approved or that is otherwise not (legally) certified.
- 3.5 The Merchant ensures that the rented Products do not become a component of another item or become connected to another item such that accession, confusion or specification can occur. The Merchant guarantees that if the rented Products nonetheless become a component of another item or there is a case of accession, confusion or specification, neither the Merchant nor a third party will enforce any right accruing to it against Buckaroo to whom the equipment originally belongs. If a third party nonetheless enforces such a right, the Merchant is liable for all damage arising from this for Buckaroo.
- 3.6 The Merchant is required to use the rented Products exclusively for its own organization or business. Use by or for third parties is not permitted unless prior permission has been obtained from Buckaroo. The Merchant is not permitted to sublet the rented Product or provide it to any third party for use without permission from Buckaroo.

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3.7 At the end of the Agreement, the Merchant will return the rented Products to Buckaroo in their original condition.

4. Replacement of Products

4.1 Buckaroo has the right to replace rented Products at any time by Products that are, in terms of technical functionality, at least equivalent to the Product to be replaced. The Merchant will cooperate with Buckaroo in this context. The costs of such a replacement are at Buckaroo's expense. The rental price owed to Buckaroo by the Merchant will remain unchanged for the term of the Agreement still remaining as of that moment. If it replaces equipment, Buckaroo has the right to adjust the rental price with effect from the renewal of the term.

5. Attachment of Products

5.1 The Merchant will promptly notify Buckaroo if any attachment is levied on the rented Products in the context of any bankruptcy or other proceedings, with a detailed statement of the identity of the attaching party and the reason for the attachment. The Merchant will promptly inform the attaching bailiff about the Agreement and provide him or her with full inspection of this Agreement. The Merchant is liable to Buckaroo for all costs and damage in connection with an attachment levied on the rented Products.

## II. **Installation**

1. Applicability

1.1 The provisions of this chapter (likewise) apply to the Installation of the Products and Services by Buckaroo and to Plug & Play.

2. Installation work

2.1 Installation by Buckaroo encompasses exclusively the work as specified in this Agreement in relation to the specific Product or Service. Buckaroo will endeavor to have the Installation take place when the particular Products and Services are delivered.

2.2 Other work performed by Buckaroo at the Merchant's request or work performed by Buckaroo in the context of Plug & Play installation shall be considered as additional work and will be charged to the Merchant on the basis of subsequent calculation at the applicable hourly rates while the costs of the materials used shall be on-charged.

2.3 Unless otherwise agreed, the costs of Installation will be invoiced to the Merchant separately.

3. Requirements for the installation environment

3.1 The Merchant guarantees that, at the moment of Installation, the environment (especially related to the computer- and hosting environment) in which the Product or Service must be installed satisfies the requirements as specified in the Agreement, the Documentation or other instructions from Buckaroo.

3.2 If the installation environment does not satisfy the requirements stipulated in advance by Buckaroo and/or the Merchant does not provide Buckaroo (or third parties engaged by it) access to the particular environment, Buckaroo has the right to postpone the Installation and any costs already incurred and yet to be incurred by Buckaroo in order to complete the Installation will be entirely at the Merchant's expense.

3.3 Merchant will admit Buckaroo to the location of the Installation. Buckaroo guarantees that its employees and the people it engages for performance of the Installation submit to all reasonable house rules of the Merchant.

## III. **Support**

1. Applicability

1.1 The provisions of this chapter (likewise) apply if and insofar as Buckaroo (and/or a third party acting on its behalf) provides Support for the Products and/or Services for the Merchant.

2. User questions and malfunctions

2.1 If so agreed, Buckaroo will provide the Merchant with support in using Buckaroo's Products and Services in order to answer user questions and receive and resolve any reports of malfunctions. This

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support can be reached 24 hours a day, 7 days a week. The costs for use of the support are – unless otherwise agreed – included in a service or other contract.

- 2.2 Buckaroo will endeavor to answer any questions about the use of the Products and Services adequately and within a reasonable period of time. If so agreed, Buckaroo will also endeavor to remedy any Defects and malfunctions as quickly as possible. Buckaroo cannot guarantee the accuracy and/ or completeness of the answers, nor give any guarantee that every malfunction will be fixed. Any reported or promised rectification or response times are purely an indication.
- 2.3 Visible and invisible physical damage to and Malfunctions in Products and/or Services, which damage and/or Malfunctions is/are caused by actions by the Merchant or a third party, or which are the result of willful damage, natural disasters, lightning, flooding, power failures, the Merchant's failure to comply with its obligations from the Agreement and/or Documentation, the failure to satisfy the requirements stipulated for the installation environment, the use of consumables that do not satisfy the specifications provided by Buckaroo, the use of uncertified data communication networks etc., do not fall under this Agreement. The repair of such damage or fixing of such malfunctions (by telephone or on location) by Buckaroo will be charged on to the Merchant in full and separately.
3. Maintenance
  - 3.1 Buckaroo will make new versions of the software needed for its Products and Services available. Buckaroo reserves the right to charge costs for making new versions available. Buckaroo also has the right to upgrade the Services, in which the new functionality must be at least equivalent to the original functionality.
  - 3.2 Buckaroo has the right, where possible, to automatically (cause to) install the particular updated software on the Products or in the environment in which the Services are operational. Three months after a new version has been made available, Buckaroo is no longer required to repair any Defects in the old version or to provide support in relation to an old version.
4. Obligations of the Merchant
  - 4.1 The Merchant is required to provide detailed information in relation to the question or problem it has submitted.
  - 4.2 The Merchant is required to cooperate with the actions necessary to remedy the problem reported. No costs arising from this for the Merchant or third parties will be reimbursed by Buckaroo.
  - 4.3 Merchant will give Buckaroo adequate opportunity to make improvements to the equipment or Service or carry out repair or maintenance work that Buckaroo deems necessary or desirable. During repairs, the Merchant will make the particular equipment available to Buckaroo and give Buckaroo access to the environment in which the Service operates for the Merchant's benefit. The Merchant will provide Buckaroo (or a third party engaged by it) access to its location and/or the environment in which the Service operates, if desired, in order to be able to remedy a malfunction or Defect.
5. Costs
  - 5.1 Unless otherwise agreed, the Merchant owes a fee based on Buckaroo's usual rates at that moment with regard to any Support. For the engagement of Buckaroo, costs are charged in accordance with the method used by Buckaroo.
  - 5.2 Buckaroo has the right to charge higher rates for Support outside of office hours than for Support during office hours.
  - 5.3 The costs of all consumables used or provided to the Merchant in the context of providing Support to the Merchant will be charged separately to the Merchant.
  - 5.4 If the Support is provided on location, the Merchant owes service costs in accordance with Buckaroo's applicable rates at that moment.

#### IV. Remote services

1. Applicability
  - 1.1 The provisions of this chapter apply if and insofar as it has been agreed between the Merchant and Buckaroo that the Merchant will purchase Products and/or Services, the Merchant will use My Buckaroo and/or Buckaroo (and/or a third party acting on its behalf) will provide services in which

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software and/or data are made available to the Merchant remotely via Buckaroo's systems and/or in which data are processed for the Merchant by Buckaroo on its systems.

### 2. Service provision

- 2.1 Further and more specific agreements concerning the services to be provided by Buckaroo can be included in the Agreement. The Merchant bears the risk of the selection and use of the remote services.
- 2.2 The Merchant realizes that the (availability of the) Service depends on the availability and correct functioning of telecommunication and internet connections and IT systems of third parties on which Buckaroo has and can have no control. Buckaroo will endeavor to realize the highest possible availability of the Service, but cannot guarantee that the particular Service(s) will be available constantly or without interruption.
- 2.3 Buckaroo can make changes to the remote services. Buckaroo will notify the Merchant about
- 2.4 such changes in a timely manner.
- 2.5 Buckaroo has the right to temporarily shut down the remote services, entirely or in part, for preventive, corrective or adaptive maintenance or other forms of service. Buckaroo endeavors to do this outside of office hours as much as possible.

### 3. Data and administration

- 3.1 The Merchant remains at all times responsible for the data the Merchant has processed by Buckaroo via the Service.
- 3.2 Buckaroo's service provision is emphatically not a replacement for the administrative obligation(s) borne by the Merchant.
- 3.3 Buckaroo is not required to make a backup of the data, unless further agreements concerning this have been made.
- 3.4 Buckaroo has the right to delete data from its systems if (there is a suspicion that) these data are being processed in violation of the law and/or third-party rights.

### 4. Maintenance and service

- 4.1 Buckaroo does not guarantee that the remote service provision will function flawlessly and without interruption. Buckaroo will endeavor to remedy any Defects or errors as quickly as possible.
- 4.2 The provisions of Chapter C likewise apply to this service provision.

## V. **Telecommunication services**

### 1. Applicability

- 1.1 The provisions of this chapter apply if and insofar as Buckaroo provides mobile Telecommunications Services to the Merchant.

### 2. Service provision of Buckaroo

- 2.1 Buckaroo will endeavor to the best of its ability to supply the mobile Telecommunications Services agreed on between the parties in the Agreement. The Merchant acknowledges that the Telecommunications Services offered by Buckaroo are provided by the third parties (providers) Buckaroo has engaged for this; Buckaroo is dependent on these third parties for the performance of its Telecommunications Services. The transmission and/or storage capacity and/or availability of the Telecommunications Services reported by Buckaroo in this context is therefore purely an indication and cannot be guaranteed by it.
- 2.2 The Merchant acknowledges that the undisturbed functioning of the Telecommunications Services depends on external physical factors, such as the quality of internal and external networks and geographical location, buildings, atmospheric conditions and disruptions in interconnection, etc. Buckaroo is never liable for any damage or costs resulting from such factors.
- 2.3 Buckaroo has the right to engage other suppliers (providers) for its service provision in the meantime. Buckaroo will endeavor to limit any temporary malfunctions or nuisance for the Merchant arising from this as much as possible. The Merchant is required to cooperate with any actions that are required in connection with the engagement of a different provider for the Telecommunications Services.
- 2.4 Equipment (such as modems, routers, etc.) or other items provided to the Merchant by Buckaroo, which are necessary in order to be able to use the Telecommunications Service, are provided to the



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Merchant on loan. The provisions concerning the sale and renting out of Products from these General Terms and Conditions explicitly do not apply to the equipment and other items referred to above. Buckaroo has the right to exchange or recover these items at any moment.

- 2.5 Buckaroo is required by law to cooperate with a legally authorized order to tap a phone line or, as the case may be, follow other instructions given by the competent authorities. Buckaroo is never liable for any damage on the part of the Merchant or any third party resulting from such cooperation or actions.
- 2.6 Buckaroo is also required to exchange number information with other service providers to enable telecommunications transactions.
- 2.7 Without prejudice to the other provisions concerning Support, the costs of investigating and eliminating malfunctions caused by an action or omission in violation of the Agreement or caused by malfunctioning equipment connected to the Telecommunications Service as well as all damage suffered by Buckaroo or third parties in connection with this are at the Merchant's expense.
- 2.8 The Merchant will not use or allow the use of the Telecommunications Services provided to it by Buckaroo for a purpose other than the one intended by Buckaroo.
- 2.9 Unless agreed otherwise, Buckaroo will organize the installation of the Telecommunications Services and the related equipment supplied by Buckaroo.

### 3. Mobile telecommunication services

- 3.1 Where agreed in the Agreement, Buckaroo will provide the Merchant with a mobile data communications connection which is used to create a link between a suitably equipped mobile payment terminal and Buckaroo's network. This service provision explicitly does not include the processing of the payment transactions that can be effected using the mobile data communications connections.
- 3.2 Buckaroo will provide the Merchant with a SIM card. This SIM card remains the property of Buckaroo and/or its provider. After termination of the Agreement, the SIM card must be returned to Buckaroo immediately.
- 3.3 The Merchant must keep the SIM card in its possession. The Merchant is responsible for ensuring that the SIM card and/or related codes do not fall into the hands of an unauthorized person and must ensure that this SIM card and codes are not used without authorization or damaged. In the event of the loss of the SIM card or the related codes, the Merchant will notify Buckaroo of this as quickly as possible. Buckaroo will proceed to deactivate the particular SIM card as soon as possible after such notification. The Merchant owes all costs incurred in connection with the use of the SIM card up until the moment that Buckaroo has received the request for deactivation.
- 3.4 Buckaroo has the right to exchange a SIM card provided to the Merchant because of a change in technical properties or because the particular SIM card has become technically obsolete. Buckaroo is likewise entitled to (remotely) alter the technical properties or settings of a SIM card provided to the Merchant.
- 3.5 The mobile data communication connections are exclusively intended for use in combination with and for the transmission of data from a payment terminal provided by Buckaroo. It is not permitted to remove the SIM card from the payment terminal. In cases that arise, Buckaroo will immediately deactivate the particular SIM card and the last sentence of clause C(4.2) will apply.
- 3.6 In the event of mobile telecommunications, the transmission of the data takes place entirely or partially via the ether. The Merchant accepts that the data transmitted may be picked up by parties other than those for whom they are intended. The Merchant also accepts that the possibilities of establishing connections and the quality and properties of connections are not the same at every location and at every moment.
- 3.7 Unless otherwise agreed, the use of the mobile Telecommunications Services outside of the Netherlands is not allowed. In the event this nonetheless occurs, the Merchant must reimburse Buckaroo for the additional costs of these transactions. In that case, Buckaroo is also entitled to terminate the Agreement by giving notice with immediate effect.

### **C. Supplementary terms and conditions for Payment Methods**

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### 1. Applicability

- 1.1 The provisions of this chapter apply if and insofar as Buckaroo (and/or a third party acting on its behalf) provides the Transmission of payment transactions for the Merchant.

### 2. Payment Methods

- 2.1 Buckaroo performs the Transmission and in that context processes Payments for the Merchant by means of the Payment Methods designated in the Agreement.
- 2.2 The Merchant is required to strictly comply with the Regulations for the installation and use of the Payment Method, including, but not limited to Scheme Rules and PCI standards. The Merchant will in any event ensure the following:

- a) the provision of such information on its website or in other commercial expressions to its customers which it is obliged to provide by virtue of the applicable legislation in those countries in or from which the services are provided;
- b) that it informs its customers of the fact that the Transaction will be processed through a Supplier if the Transaction is carried out as an online transfer, offline transfer or as a direct debit, and if one or more bank accounts belonging to this supplier will be used for the implementation of the Transaction. In addition, the Merchant will ensure that the involvement of this Supplier is stated on the bank statement;
- c) that the Merchant informs its customers and will continue to inform its customers concerning any restrictions applied by the Merchant in relation to the return of the Products or Services supplied;
- d) that the Merchant at least records every Transaction that makes use of the standards and the content as provided and laid down in the documentation as regards the technical integration. These records will in any event consist of (i) the Merchant's name and registered office, (ii) the information present on the customer's physical or electronic payment card or the information concerning the bank account or the payment instrument associated with the Payment Method, (iii) the transaction date, (iv) a brief description of the Products and/or Services to which the payment relates, (v) the unique identification number of the Transaction in question and (vi) the total amount of the sale including the applicable taxes, the cost of the transaction concerned (if applicable) and, if applicable, the final nature of the sale as well as the further details of the sale in question;
- e) that the Merchant fulfils with and will continue to fulfil its obligations concerning the legislation based on Directive 2011/83/EC on the protection of consumers concerning remote sales, as this applies or will apply with any amendments, supplements or replacements;
- f) that the Merchant will use the services of the Supplier only in relation to the Products and Services it supplies itself;
- g) that the Merchant charges only reasonable surcharges on top of the purchase price to the customer for the use of a particular Payment Method;
- h) that the Merchant informs Buckaroo immediately of the conclusion of an agreement with a third party for the processing of payment
- i) that the Merchant, if such is agreed, is entitled to provide collateral and that no third-party rights, other than Chargebacks, are attached to this collateral;
- j) That the Merchant makes a deposit to a bank account to be specified by Buckaroo of an amount to be determined by Buckaroo within three days of the date of a request to this end, which deposit will be terminated no earlier than 9 months after the end of the Agreement. This deposit will be subject to a first right of lien in favor of Buckaroo, established for everything Buckaroo may be eligible to claim from the Merchant on any grounds whatsoever. Buckaroo is entitled to exercise this right of lien without any notification of default towards the Merchant. A right of lien will terminate no earlier than 9 months following the end of the Agreement. Buckaroo will not pay any interest to the Merchant on this deposit;

- k) that it has not and will not attach any right of lien or other security rights for third parties to the deposit provided to Buckaroo.
- 2.3 Every sales point (which includes online environments) where Payments are possible at the Merchant must be provided with logos identifying Buckaroo, the Acquirer and/ or the Scheme Owners and that clearly point out to Account Holders the possibility of performing Payments. The Merchant will follow the instructions from Buckaroo concerning this. The Merchant is also required to install the Payment Terminal in such a way that third parties cannot in all reasonableness take note of a PIN code when it is entered.
- 2.4 Buckaroo may change the specifications the Payment Terminals and Payment Inter- faces must satisfy. The Merchant's interests will be taken into account in this as much as possible. The Merchant commits to accept these changes and purchase and install them (or have them installed) and put them into use at its own expense within the time period indicated by Buckaroo (to the extent applicable). If the Merchant does not agree to the changes, it can cancel the Agreement with due observance of the applicable provisions
- 2.5 De Merchant mag niet, anders dan conform instructie en specificaties van Buckaroo, de Acquirer of de Scheme Owners en met diens toestemming, op enigerlei wijze voorzieningen (laten) installeren of gebruiken waarmee gegevens van de Betaalmethode, de Betaling en/of het Transport kunnen worden gelezen of veranderd
- 2.6 De Merchant mag bij het uitvoeren van de Overeenkomst geen Product of Betaalinterface gebruiken die niet of niet meer door Buckaroo ingevolge de Overeenkomst is toegelaten.
3. Transfer of Payments
- 3.1 The Merchant consents to the fact that the licensee's disbursement of Payments using a Collecting Payment Method, which Payments it has received from the Account Holder's bank, takes place to Buckaroo.
- 3.2 Buckaroo's guarantee of the paying on of funds as well as Buckaroo's obligation to pay on funds arising from Payments does not apply if:
- a) in Buckaroo's view, more than one Payment has been made for the same purchase or it can be demonstrated that Payments have been processed incorrectly as a result of technical malfunctions;
  - b) in Buckaroo's view, it is adequately plausible that the Merchant has not complied with or fully complied with the obligations arising from the Agreement or there is a difference of opinion on this between the Merchant and Buckaroo;
  - c) approval was provided for a Payment in a situation in which the Authorization could not be verified and the Account Holder has contested the Authorization; or
  - d) in Buckaroo's view, there is or may be a case of fraudulent actions using a Payment Method, the security of the Payment cannot be guaranteed or sufficiently guaranteed or in case of other irregularities.
- 3.3 De Merchant is verplicht om door Buckaroo afgegeven Betaalbevestigingen met inachtneming van de Voorschriften onmiddellijk op te halen.
- 3.4 Despite the Payment Confirmation, Buckaroo does not owe the Merchant the amount of the Payment using a Collecting Payment Method or Buckaroo may suspend the crediting of this amount to the Bank Account:
- a) If the Collecting Payment Method instructs Buckaroo not to make the amount of the Payment using a Collecting Payment Method available to the Merchant;
  - b) if there is a suspicion of fraud.
- 3.5 The Merchant will verify, always as soon as possible, but no later than within one month after the date on which the Payment Confirmation was issued by Buckaroo, that these Payments using a Collecting Payment Method have been credited to the Bank Account. If the Merchant believes that a Payment using a Collecting Payment Method has not been credited, or not been credited in full or on time, the Merchant must notify Buckaroo of this in accordance with the Regulations, always as soon as possible, but no later than within two months after the date on which the Payment Confirmation was issued by Buckaroo. Buckaroo is not obligated to handle these kinds

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## paying attention

of notifications from the Merchant if they are received by Buckaroo after expiration of the time period stated in the previous sentence.

- 3.6 For Non-Collecting Payment Methods, the Merchant is credited by the Acquirer in line with the contractual agreements made in this respect between the Merchant and the Acquirer.

#### 4. Chargebacks and Return PIN Transactions

- 4.1 A Merchant is not entitled to resubmit Request for Authorization for processing if a Chargeback has been allocated to the original Request for Authorization.

- 4.2 Where the Merchant intends to offer Return PIN Transactions to its customers, this shall take place subject to the following conditions;

- a) the Account Holder gives the Merchant a receipt for the Payment which indicates that the Account Holder or an authorized third party used a payment card, mobile telephone or credit card to pay at the Merchant for an item or service from the Merchant for which the instruction for the Return PIN Transaction is being performed;
- b) the amount of the Return PIN Transaction may not be higher than the amount of the particular Payment according to the receipt;
- c) if a Return PIN Transaction takes place properly, the Payment Terminal prints a transaction ticket. The Merchant must sign this ticket and immediately hand it over to the Account Holder. The transaction ticket serves as proof of the Return PIN Transaction;
- d) the Acquirer can set limits for Return PIN Transactions that may not be exceeded and that can be changed at any time. A single Return PIN Transaction may not exceed 1.000,00 EUR, and the total amount of Return PIN Transaction per day may not exceed 5.000,00 EUR;
- e) the Product – or cash register linked or integrated with the Product – must be secured with a password that is requested in the event of a Return PIN Transaction, which the Merchant may not delete or deactivate;
- f) the amount of the Return PIN Transaction and any penalty will be charged to the Merchant and can be set off with payments to be disbursed to the Merchant.
- g) A Return PIN Transaction may only be performed if the original Transaction was a PIN transaction.

#### 5. Malfunction, emergency measures and inspections

- 5.1 Buckaroo itself or a third party engaged by it has the right to, at first request, subject the Products, Payment Methods and Payment Interfaces placed/used at or for the Merchant as well as the systems involved in the functioning of these to inspections. In cases that arise, the Merchant will give Buckaroo or the third party engaged or designated by it access to the particular equipment and systems.

#### 6. Buckaroo authorizations

- 6.1 De Merchant kan uitsluitend op de in de Overeenkomst aangeduide locatie of webshop en website Betaalmethoden accepteren in overeenstemming met de verwachte maandelijkse Transactie aantallen, het gemiddelde aantal Transacties en/of hoogste aantallen Transacties. Voor elke nieuwe locatie of nieuwe website waarop de Merchant Betaalmethoden wil accepteren, moet de Merchant met Buckaroo een nieuwe overeenkomst sluiten.

- 6.2 Buckaroo has the right to inspect or commission inspection of the Merchant's business space or electronic systems during working hours, which space or systems are used for its professional and business activities for which Payments are made. The Merchant will cooperate fully with such an inspection if asked to do so.