



Special Conditions TINA

1. DESCRIPTION OF TINA

1.1. The "Temporary Interrupt Application" (TINA) allows the Merchant to accept electronic payments when the Merchant's payment terminal cannot connect to Worldline's payment system, or when Worldline's payment system is unavailable for another reason. Both situations are jointly referred to as "Unavailability" in the text below.

1.2. When TINA is active, payment transactions take place in "offline" mode, whereby no contact is made with payment system, so that no transaction validity verifications are performed. From the perspective of the cardholder, "offline" TINA transactions function in exactly the same manner as "online" transactions.

1.3. The Worldline terminal can hold up to 2 TINA instances. One instance is used for the emergency fallback of Bancontact ("TINA Bancontact"), the other is used for International Brand Cards ("TINA International Brand") (together referred to as "TINA" and each a "TINA Instance"). Depending on the acquiring services provide by Worldline to the Merchant, either TINA Bancontact, Tina International or both maybe activated when the emergency backup solution is called upon.

1.4. For TINA Bancontact, if within a period of five days after the payment terminal re-established contact with Worldline's payment system, Worldline will use reasonable efforts to send the Merchant a report describing the status of the transactions performed with TINA.

1.5. More practical and technical information about TINA is available on the Website.

2. ADDITIONAL DEFINITIONS

- **Chargeback:** the return of funds to a Cardholder forcibly initiated by the institution that issued the Card (usually a bank) after a transaction dispute was initiated by the Cardholder. The Chargeback procedures are organized and imposed by the different Card Scheme. Disputes can be initiated - according to the rules of the relevant Card Scheme - within a limited period of time for multiple different reasons such as the services not being provided, the transaction was not authorized, transaction amounts differs from the price indicated etc.

- **Chip & PIN:** a transaction during which the electronic chip of the Card is read by the Payment terminal and the transaction is confirmed by the Cardholder using the PIN code.

3. GENERAL CONDITIONS OF USE

3.1. The Merchant shall always act as a duly responsible person (*bonus pater familias*), and shall only activate and use TINA in accordance with TINA's purpose, which is to act as a "fallback" payment solution in case of Unavailability.

3.2. Taking into account the limitations and drawbacks set forth in clauses 4 and 5, each decision to activate TINA shall be the sole responsibility of the Merchant.

3.3. Without prejudice to the general nature of the Merchant's obligation to act as a duly responsible person, the Merchant commits in particular to only activate TINA after he has contacted Worldline in order to notify the suspected problems. This notification is necessary for two reasons:

- It allows Worldline to investigate and possibly correct the alleged problems.
- It allows the Merchant to gain more insight in the question which party triggered the Unavailability (e.g., Worldline, Worldline's telecom provider, the internal network of the Merchant, etc), so that the Merchant can take an informed decision whether or not to activate TINA.

The notification to Worldline shall be without prejudice to the Merchant's own responsibility in deciding whether or not to activate TINA, as set forth in clause 3.2.

4. LIMITATIONS OF TINA

4.1. TINA can only be used for debit and credit Cards that are equipped with an electronic chip.

4.2. TINA can only be activated and used on payment terminals that are recognized by Acquis (the body that oversees the specifications and certification of payment terminals), have the TINA software installed on them and which additionally comply with the specifications of the different Card Schemes.

4.3. The use of TINA shall be limited per payment terminal to maximum two consecutive days in which the payment terminal cannot contact Worldline's payment system.

4.4. Per payment terminal, TINA allows to:

- perform four hundred transactions per day per TINA Instance;
- perform five hundred transactions per month per TINA Instance.

4.5. The maximum amount per transaction executed with TINA shall be five hundred euros.

4.6. Because transactions performed in TINA-mode are only temporarily saved, in only one location (the payment terminal), TINA must not be used for executing payment transactions with malfunctioning payment cards or malfunctioning payment terminals. The Merchant acknowledges and accepts that:

- when he activates TINA on a malfunctioning payment terminal, there is a possibility that the payment transactions will be permanently lost;
- when he would (allow a technician to) return a payment terminal for which TINA was recently activated, the transactions may get permanently lost. The Merchant shall explicitly mention the activation of TINA to whoever the payment terminal is handed over to for maintenance, even when the Merchant would also have notified Worldline in accordance with clause 3.3.

4.7. TINA must not be used when Worldline has announced in advance that its payment system would get interrupted (e.g., for planned maintenance).

5. NO PAYMENT GUARANTEE

5.1. The Merchant acknowledges and accepts that - even if all of the above conditions are met - when transactions are performed with TINA, it is not guaranteed that the transaction amounts will be effectively transferred to the Merchant's account. Contrary to Worldline's "online" payment system, the "offline" nature of TINA entails several intervening factors that may prevent effective transfer of the transaction amount, e.g. when:

- the cardholder's account does not have sufficient funds at the moment that the trans-

action is first offered to the card issuer, or is offered to the card issuer afterwards during the "retrial" period (i.e., the period during which several attempts are performed to offer the transaction to the card issuer);

- the cardholder's card was already blocked at the moment that the card was used in the Merchant's payment terminal (or became

blocked afterwards, before the moment the transaction was offered to the card issuer).

- the cardholder's Bank disputes the transaction due to a non-contractual overdraft breach and initiates a chargeback

5.2. The Merchant accepts that he does not have the right to request payment from Worldline or the card issuer for transactions that

were not paid, or got rejected, by the cardholder.