

VIKING PAY GENERAL TERMS – version 260407

1 Applicability

- 1.1 These terms and conditions apply exclusively to the use of Viking Pay and not to the use of Viking Bookings' software services. The use of the software is subject to Viking Bookings' standard Terms and Conditions.
- 1.2 By activating or using Viking Pay, Merchant agrees to these terms and conditions.
- 1.3 Any disputes between Merchant and Rootline fall outside the scope of these terms and conditions and are governed exclusively by Rootline's Terms of Service.
- 1.4 In the event of any conflict between these terms and conditions and Rootline's Terms of Service, Rootline's Terms of Service shall prevail.
- 1.5 Derogation from these terms is only possible if agreed in writing between Viking Bookings and Merchant.
- 1.6 The applicability of any terms applied by Merchant is hereby expressly rejected.

2 Definitions / Scope

- 2.1 In these Terms, the following definitions apply:
 - a. **Balance Account:** an account on the Rootline platform in which funds to be received by Merchant are administered;
 - b. **Balance Transfer:** a transfer to or from Merchant's Balance Account;
 - c. **Chargeback:** a reversal of a card or bank transaction;
 - d. **Compliance Requirements:** all applicable laws and regulations, Scheme Rules and instructions from regulators, Rootline, payment methods, and acquirers;
 - e. **Endcustomer:** the natural person or legal entity that makes a payment to Merchant;
 - f. **KYC-procedure:** the customer due diligence (“Know Your Customer”) that Merchant must undergo before payments can be processed;
 - g. **Merchant:** the natural person or legal entity that uses Viking Pay for the Viking Bookings platform;
 - h. **Merchant Agreement:** the direct agreement between Merchant and Rootline for the use of payment services;
 - i. **Payout:** the payment of funds received by Merchant;
 - j. **Rootline:** the private limited liability company: “Rootline B.V.”, located at Prinsengracht 449a, 1016 HN Amsterdam, the payment service provider that processes and executes payment transactions under its own licenses and terms and conditions;
 - k. **Rootline Terms of Service:** the general terms and conditions of Rootline B.V. as published on the Rootline website and as amended from time to time;
 - l. **Scheme Owners:** the parties that offer and control payment methods (such as Visa, Mastercard, iDEAL);
 - m. **Scheme Rules:** the rules and restrictions of use as established by Scheme Owners;
 - n. **Terminal:** physical payment devices used in combination with Viking Pay (where applicable);
 - o. **Viking Bookings:** the private company with limited liability “VIKING Bookings B.V.”, established in (2586 VV) The Hague at Zandvoortstraat 59;

- p. **Viking Pay**: the integrated payment functionality within the Viking Bookings platform, made possible by Rootline B.V.
- 2.2 The nullity or voidability of one or more provisions of these Terms shall not affect the validity of the other provisions. The Parties shall enter into consultation in order to agree new provisions to replace the invalid provisions, taking into account the purpose and meaning of the original provisions as far as possible.
- 2.3 These Terms are made available on the Viking Bookings website, where they are stored for downloading and printing. The most recently filed version shall always apply
- 2.4 Viking Bookings retains the right to unilaterally amend these Terms. If Merchant does not agree to such amendment, Merchant has the right to terminate the agreement in writing with effect from the date on which the amendment comes into effect

3 Role of Viking Bookings and Rootline

- 3.1 Viking Bookings acts solely as a commercial and technical intermediary in facilitating payment functionality within its platform. Viking Bookings is not a seller, agent, escrow party, bank, or payment service provider within the meaning of PSD2 towards Merchant.
- 3.2 The actual processing of payments, safeguarding, payouts, and compliance with payment method rules are handled by Rootline. Rootline is the payment service provider that processes and executes payment transactions under its own Terms of Service and licenses.
- 3.3 Viking Bookings never receives, manages, or holds funds from Merchant or End Customers and does not maintain a third-party account or escrow account. All payment flows are processed directly by Rootline.
- 3.4 Merchant acknowledges that it enters into a direct agreement with Rootline B.V., to which the Rootline Terms of Service apply in full. Viking Bookings is not a party to this agreement.
- 3.5 Decisions, instructions, or measures taken by Rootline, payment methods, acquirers, or Scheme Owners are binding on Merchant and may be implemented by Viking Bookings without further justification. Viking Bookings is not liable for any damage resulting from such decisions or instructions.

4 Costs and rates

- 4.1 All costs, rates, margins, and commercial terms applicable to Merchant are determined exclusively by Viking Bookings and communicated to Merchant in a separate proposal, commercial agreement, or price list.
- 4.2 Rootline is not a party to any commercial agreement between Viking Bookings and Merchant. Viking Bookings may, at its sole discretion:
- determine, change, or bundle transaction costs;
 - pass on costs related to chargebacks, disputes, fines, penalties, or operational costs;
 - adjust prices subject to reasonable notice.
- 4.3 With respect to all costs owed by the Merchant to Viking Bookings, Viking Bookings reserves the right to offset these against payments due to the Merchant from Viking Pay, or to bill the Merchant separately for these fees.

5 KYC and onboarding

- 5.1 Merchant may only use Viking Pay after the full KYC procedure has been completed and Rootline has given its approval.
- 5.2 Merchant is responsible for providing complete, accurate, and up-to-date information. Incomplete or inaccurate information may result in suspension or termination of the service.
- 5.3 Viking Bookings and Rootline may request additional information, suspend payments, or block the account if required by law or in connection with risks.
- 5.4 Merchant authorizes Rootline to use business and personal data to perform background checks and customer due diligence to comply with applicable laws and Scheme Rules. Merchant also authorizes Rootline to share all information relating to Merchant with Viking Bookings.
- 5.5 Rootline may accept, reject, suspend, or terminate Merchant based on its risk and compliance policy. Viking Bookings has no influence on this.
- 5.6 Viking Bookings and Rootline each act as independent controllers within the meaning of the General Data Protection Regulation (GDPR). There is no joint responsibility for processing. Merchant is independently responsible for the processing of End Customers' personal data.
- 5.7 Merchant authorizes Viking Bookings and Rootline to process personal data to the extent necessary for the execution of payment orders in accordance with Article 6.6.

6 Use of Viking Pay

- 6.1 Merchant acknowledges that the use of Viking Pay is only possible through and in combination with the services of Viking Bookings.
- 6.2 Merchant may only use Viking Pay for its own products and services, as registered and approved during the onboarding process.
- 6.3 Merchant is expressly prohibited from:
 - a. processing payments on behalf of third parties (sub-merchants);
 - b. reselling or passing on the services;
 - c. engaging in activities listed on Rootline's list of prohibited activities;
 - d. processing payments for products or services other than those for which approval has been granted.
- 6.4 Merchant must comply with all applicable legislation, including consumer law, terms and conditions of sale, VAT rules, and privacy legislation.
- 6.5 In the event of a breach of these provisions, Viking Bookings may immediately suspend payments, charge costs, and temporarily or permanently disable Viking Pay.
- 6.6 Merchant irrevocably authorizes Viking Bookings to act on Merchant's behalf to:
 - a. access the balance on the Rootline platform;
 - b. initiate payment orders and transactions with Rootline;
 - c. execute transfers to and from Merchant's Balance Account;
 - d. perform all other actions necessary for the execution of payment services via Viking Pay.
- 6.7 Merchant authorizes Rootline to grant Viking Bookings access to Merchant's Balance Account, to execute all orders and instructions received by Rootline from Viking Bookings with regard to payments from Merchant, and to assume that every order given by Viking Bookings is in accordance with Merchant's authorization and instructions.

- 6.8 Merchant remains responsible at all times for the accuracy of the instructions given to Viking Bookings, the verification of executed payment transactions, and the timely reporting of any irregularities to Viking Bookings.
- 6.9 The authorization as set out in Article 6.6 can only be revoked by terminating this agreement in accordance with Article 15.

7 Merchant obligations

- 7.1 Merchant is responsible for correct prices, descriptions, VAT, product information, and communication to end customers.
- 7.2 Merchant is obliged to provide Viking Bookings, upon request, with all relevant information, documentation, and evidence necessary for compliance, audits, chargeback defense, or requests from Rootline or payment methods.
- 7.3 Merchant must comply with applicable PCI DSS standards where relevant. Viking Pay uses hosted flows, which means that the Merchant does not process card details.

8 Support Viking bookings

- 8.1 Viking Bookings offers first-line support and aims to respond within one business day. Support is provided via the Viking Bookings Helpdesk, which can be accessed by clicking on “help” in the system.
- 8.2 Rootline provides second-line support via internal escalation.
- 8.3 Support is best-effort and not a guaranteed service level, unless agreed in writing.

9 Validity Period of Bookings

- 9.1 The validity period of lessons, credits, multi-session cards, or similar products (“Bookings”) may not exceed twelve (12) months after purchase, unless Viking Bookings has given written permission.

10. Cancellation and refund policy

- 10.1 Merchant is fully responsible for a legally valid, clear, and correctly communicated cancellation and refund policy towards its end customers.

11. Terminals (if applicable)

- 11.1 Viking Bookings may make terminals available to Merchant. If applicable, the delivery time and address will be agreed with Merchant. The delivery time may be extended in the event of force majeure, such as supplier or delivery problems, staff shortages, or illness.
- 11.2 Merchant will be charged for the use of the terminals.
- 11.3 After delivery of the terminals, the Merchant must check them. If the terminal does not function properly, Merchant must notify Viking Bookings within 5 working days of receipt.
- 11.4 Merchant is responsible for the careful use of and damage to terminals. Merchant must immediately notify Viking Bookings in writing of any theft, loss, or damage that could affect the operation or security of the terminal.
- 11.5 Viking Bookings is entitled to use the transaction data generated by a terminal or to carry out an on-site inspection, with reasonable notice of at least 48 hours in advance, to ensure that the use of the terminal complies with these terms and conditions.

- 11.6 Merchant must comply with all applicable PCI DSS security standards, including completing all required self-assessment questionnaires, when a terminal is used.
- 11.7 After the end of the agreement with Viking Bookings and/or Rootline, Merchant must return the terminals to Viking Bookings as soon as possible and in any case within 5 working days. If Merchant fails to return the terminals to Viking Bookings within 5 days, Viking Bookings is entitled to enter Merchant's premises in order to take back the terminal and/or charge Merchant the cost of a new terminal.

12. Payments

- 12.1 Payments are made weekly by default, unless otherwise agreed.
- 12.2 Viking Bookings or Rootline may suspend payments in the event of:
 - a. fraud or suspected fraud;
 - b. high chargebacks;
 - c. unusual or risky activity;
 - d. incomplete KYC;
 - e. legal obligation;
 - f. negative balances or risk of losses;
 - g. instructions from Rootline, payment methods, acquirers, or Scheme Owners.
- 12.3 Merchant is responsible for providing correct bank information.
- 12.4 Funds may be withheld, reserved, or reversed in the event of:
 - a. chargebacks;
 - b. claims or disputes;
 - c. suspicion of fraud or legal requirements
- 12.5 Viking Bookings has no control over legally required reserves or compliance-driven measures

13. Chargebacks, refunds, and offsetting

- 13.1 Chargebacks shall at all times be borne by Merchant.
- 13.2 Merchant must be able to provide documentation and evidence for chargeback defense.
- 13.3 Merchant is fully financially responsible for all costs, losses, claims, fines, penalties, reversals, refunds, reservations, negative balances, and other financial obligations arising from or related to:
 - a. the use of Viking Pay;
 - b. transactions by Merchant;
 - c. instructions or decisions made by Rootline, payment methods, acquirers, or Scheme Owners;
 - d. actions or omissions by Viking Bookings in the performance of orders on behalf of Merchant in accordance with Article 6.6.
- 13.4 Viking Bookings may offset negative balances, chargebacks, fines, refunds, and costs against future payments.
- 13.5 If offsetting is not possible, Merchant must pay the outstanding amount to Viking Bookings immediately and upon first request.
- 13.6 In the event of structurally high chargebacks, Viking Bookings may hold reserves or limit or terminate its services.

14. Liability

- 14.1 Viking Bookings is not responsible or liable for any act or omission on the part of Rootline, payment methods, acquirers, or Scheme Owners. Any act or omission includes, but is not limited to:
- a. malfunctions at Rootline, payment methods, or terminals;
 - b. delays in payments;
 - c. decisions made by payment methods, Rootline, acquirers, or Scheme Owners;
 - d. damages caused by chargebacks;
 - e. errors in Merchant's communications, policies, data, or settings;
 - f. any act or omission on the part of Rootline.
- 14.2 Viking Bookings' liability is limited to the Viking Pay fees paid by Merchant in the three months prior to the incident.
- 14.3 Merchant indemnifies Viking Bookings against all claims, damages, costs, fines, penalties, and legal fees from third parties (including Rootline, banks, Scheme Owners, and regulators) arising from or related to:
- a. Merchant's activities;
 - b. violation of laws and regulations;
 - c. violation of Rootline's Terms of Service;
 - d. chargebacks, fraud, or abuse;
 - e. violation of Scheme Rules;
 - f. actions or omissions by Viking Bookings in the performance of orders on behalf of Merchant in accordance with Article 6.6.
- 14.4 Merchant is liable for all damages suffered by Viking Bookings as a result of, for example, fraud, abuse, or damage to its property (including the terminals).

15. Termination

- 15.1 Merchant may terminate Viking Pay by email with one month's notice. Termination of Viking Pay does not automatically result in the termination of the agreement under which Viking Bookings supplies software to Merchant.
- 15.2 Viking Bookings may suspend or terminate the service at any time in the event of risks, non-compliance, fraud, chargebacks, prohibited activities, or indications of abuse, including but not limited to:
- a. suspected fraud;
 - b. extreme chargebacks;
 - c. misuse of the platform;
 - d. AML/KYC risks;
 - e. sale of prohibited products or services;
 - f. incorrect or falsified data;
 - g. instructions from Rootline, payment methods, acquirers, or Scheme Owners.
- 15.3 Rootline may terminate or restrict payment services in order to comply with legal obligations.
- 15.4 Outstanding costs, penalties, and chargebacks remain payable after termination. Ongoing transactions and financial obligations may continue after termination.

16. Applicable law and jurisdiction

16.1 For Clients established in the European Union or United Kingdom, these Terms are governed exclusively by Dutch law. Disputes shall be submitted to the competent court in The Hague, The Netherlands

16.2 Nothing in this Article shall prevent Viking Bookings from seeking injunctive relief in any jurisdiction to protect its intellectual property or confidential information.

17. Language and communication

17.1 All communication, documentation and customer support relating to the Agreement and the Services shall be provided in English only, unless Viking Bookings expressly agrees otherwise in writing.

17.2 These Terms are provided in both English and Dutch. In case of any discrepancy or conflict between the two versions, the English version shall prevail.