

# GENERAL TERMS AND CONDITIONS



PAYONE AccountConnect of PAYONE GmbH

## AREA OF APPLICATION

The General Terms and Conditions for all services of PAYONE AccountConnect („GTC PAC“) of PAYONE GmbH (“PAYONE”) irrespective of the scope of the engagement of PAYONE.

- (1) The General Terms and Conditions PAYONE Account Connect apply in their respective valid form.
- (2) Varying agreements between PAYONE and the contractual partner and compelling legal regulations have priority.
- (3) The contract about PAYONE services is based on the provisions of the contract concluded between the parties to the contract and/or the service agreement concluded between the parties to the contract (“service contract”) alongside the General Terms and Conditions PAYONE AccountConnect, and this includes the relevant PAYONE service descriptions, the list of prices / fees and services and, where appropriate, additional conditions for individual services. In the case of discrepancies between these General Terms and Conditions PAYONE AccountConnect and any agreed additional conditions, the additional conditions have priority in the case of doubt.
- (4) The General Terms and Conditions PAYONE Account Connect apply exclusively. Differing terms of business of the contractual partner are not valid.

## 1 OFFERS, REACHING CONTRACTUAL AGREEMENT

- (1) All offers from PAYONE to the contractual partner are provisional. With the signature and sending of the service contract to PAYONE, the contractual partner supplies an offer to conclude the contract.
- (2) The contract has reached agreement when PAYONE confirms a contract conclusion in writing and security from the contractual partner has been correctly provided where appropriate.

## 2 SERVICES FROM PAYONE AND DUE DATES REGARDING FEES

- (1) Type and scope of the services from PAYONE result from the respective service description, the list of prices / fees and services and the service contract.
- (2) At the end of the installation works, PAYONE shall inform the relevant contact partner of the contractual partner about this by e-mail. From this moment, the components are ready to be individually configured by the party to the contract, and a one-time installation fee must be paid by them. From the time when PAYONE provided for the technical usage requirements mentioned above, the party to the contract shall be obligated to pay installation fees on a monthly basis as well as the fees depending on the usage.
- (3) PAYONE is entitled to make use of qualified third parties for providing the services. If PAYONE is also engaged for demand collection, PAYONE has a particular entitlement to engage a collection company for the collection of demands.

- (4) The contractual partner hereby authorises PAYONE to undertake all actions which are necessary for providing the service.
- (5) Supply dates are established jointly by the contractual partners and they are only binding if they are agreed in writing by post or fax.
- (6) PAYONE and the contractual partner each nominate a contact person with the authority to make decisions for mutual agreement and clarification of all questions which occur while providing the service.

## 3 CHANGES TO THE SERVICE SCOPE, PART SERVICES

- (1) PAYONE is authorised to make slight changes to the service scope as is customary, particularly regarding technical innovations or official conditions as long as this is not unreasonable for the contractual partner.
- (2) PAYONE is entitled to provide part services as long as the contractual partner's interest in the part service applies.

## 4 DATA PROCESSING, PROTECTION AND SECURITY

- (1) All data which are transferred to PAYONE from the contractual partner or a third party engaged by the contractual partner for processing must be in a condition which makes processing possible. If this is not the case they will not be processed and instead sent back to the contractual partner unprocessed at their own expense. In addition, the provisions on the basis of section 17 and section 15 (4) no. j of the General Contractual Conditions relating to the PAYONE PaymentService shall be applicable.

## 5 PRICES, PAYMENTS

- (1) The prices to be paid by the contractual partner comply with the price list which is valid at the point in time when the request passes to PAYONE. If PAYONE has given the contractual partner a binding offer which differs from the conditions of the price list, then this has priority. All prices are to be understood as plus the legally valid VAT if this applies. Travel costs and expenses are not included in the prices given and are calculated separately to the usual PAYONE rates.
- (2) PAYONE may raise or lower prices following fair judgement with a notice period of six (6) weeks, especially when PAYONE itself is affected by price adaptations of third parties (e.g. of the supplier, his sub contractors or the transporters) and has not yet supplied its service to the contractual partner. In the case of a price increase which occurs within a period of six (6) weeks from the announcement of the price increase, the contractual partner has the right to terminate the contract with a further period of notice of six (6) weeks unless the price increase demonstrably occurs exclusively as a result of price adaptations of third parties in the sense of sentence 1 of this section 5 (2).

- (3) The accounting period is the calendar month unless another agreement has been made.
- (4) PAYONE will create an invoice concerning the payment due in the accounting period each month up to the middle of the month following the accounting period with regard to the use-dependent payment.
- (5) All amounts are due for payment for the contractual partner at the point of receipt of invoice unless the invoice shows a different due date. The receipt of the invoice is to be regarded as taken three days after posting unless the contractual partner proves that the invoice did not reach him until later if at all.
- (6) All payments of the contractual partner are to be made in Euros (€) unless the parties have agreed payment in another currency.
- (7) Irrespective of the specifications under section 5 (8), PAYONE is entitled to stop its services until complete balance of the outstanding demand following previous written notification in the case of payment delay. This does not apply if the contractual partner has only delayed an insignificant amount. If there is a repeated delay with an amount which is not insignificant, PAYONE is also entitled to demand placement of security by the contractual partner.
- (8) If there is payment delay from the contractual partner, PAYONE is entitled, subject to further compensation, to demand default interest to the amount of 5% above the base rate of the European Central Bank at the time, to a minimum of 7% from the contractual partner. If the contractual partner is not a consumer, PAYONE is entitled to demand default interest to the amount of 8% above the base rate of the European Central Bank at the time.

## 6 LIABILITY, COMPENSATION, REIMBURSEMENT OF EXPENSES

- (1) If compensation or replacement of wasted expenditure is involved, PAYONE is liable for all damage which results, regardless of whether from contravention of the contract or actions which are not permissible, only in accordance with the following paragraphs:
  - (2) In the case of intention, claims following the law on product liability, transfer of a guarantee for the condition of a work service or object of sale (§§ 639, 444 BGB), fraudulently keeping a defect in a work service or object sale secret (§§ 639, 444 BGB) and injury to life, body or health, PAYONE is liable following the legal regulations.
  - (3) In the case of gross negligence the liability of PAYONE is restricted to compensation for the typical foreseeable damage.
  - (4) For simple negligence PAYONE is only liable if a significant contractual duty was contravened. In this case the liability is limited to the typical foreseeable damage. In all remaining cases of simple negligence, liability will not apply.
  - (5) For liability irrespective of the party at fault for damage occurring during the delay, the liability of PAYONE is equally limited to the typical foreseeable damage.
  - (6) All data which are to be transferred by the contractual partner or on their behalf to PAYONE for processing are not checked by PAYONE for accuracy of content. PAYONE is not liable for shortcomings or damage -irrespective of legal argument- which result from the contractual partner or third party from data which have been transferred with incorrect content.

## 7 CLAIMS DUE TO MATERIAL AND LEGAL DEFECTS

- (1) If PAYONE provides work services or creates software for the contractual partner, the following applies with regard to the other claims due to material or legal defects (defects) which are not directed to compensation or reimbursement of expenses:
  - a. PAYONE will provide the work services in such a way that they do not have defects which neutralise or considerably reduce the value or the usefulness compared with that which is habitual or required according to the contract.
  - b. The liability of PAYONE does not encompass defects which can be directly or indirectly traced back to supplies and services of third parties who are not subcontractors of PAYONE or can be traced back to incorrect or faulty information, or unpunctual or missing cooperative actions of the contractual partner or third parties engaged by the contractual partner. Defects which stem from a change, process or use of the result of the service by the contractual partner or third party not in line with the agreement are excluded from the liability unless the contractual partner proves that the defects in question were not caused by the change, process or use in contravention of the agreement made by him or the third party.
  - c. For part service results the statutory period of limitation begins, if work services are involved, running separately with its purchase, also in the case of the intended carrying out of a final inspection for each purchased part service result. If PAYONE is subject to the test of presence of a defect or the rectification of a defect in agreement with the contractual partner, the statutory period of limitation subject to differing expressed agreements is not limited by this.
  - d. The contractual partner is compelled to inform PAYONE of defects in writing without delay and to show detailed description of the defect and effect. If PAYONE demands it, the contractual partner is compelled to pass on the data processed in the discovery of a defect in electronic form.
  - e. PAYONE will rectify defects which the contractual partner asserts in writing before running out of the statutory period of limitation. If PAYONE proves that no defect was present, PAYONE can demand the payment of the expenses for the services

provided due to the alleged defect rectification in accordance with the reimbursement clauses arranged in the contract, otherwise following the reimbursement clauses applicable for PAYONE for such services plus resultant additional costs.

- f. The contractual partner is only entitled to withdrawal from the contract – if a withdrawal is not legally prohibited – or to reduction of the reimbursement following the unsuccessful expiration of a period set down by him for rectification unless the time period set is non-essential according to legal requirements.
- g. In the case of a defect in a work service or object of sale being fraudulently kept secret or in the case of the transfer of a guarantee for the condition of a work service, the rights of the contractual partner comply exclusively with the legal requirements.

(2) For services from purchase contracts and service supply contracts on an equal footing the following applies: The contractual partner is compelled to check services provided by PAYONE immediately after their delivery. If the contractual partner does not indicate defects noticeable following a careful inspection immediately following delivery in writing, claims due to this defect are not permissible. The same applies if the contractual partner does not indicate concealed defects immediately after their discovery in writing.

(3) In the case of interruptions through force majeure for which PAYONE or their assistants cannot be held responsible, e. g. by strike, lockout, riot, natural catastrophes, seizures, licences which have not been given or have been revoked, which temporarily prevent PAYONE giving a proper service, the contractual partner does not have the right to terminate the contract. If such an interruption leads to a delay of service of more than two (2) months, the contractual partner may exceptionally terminate without a period of notice. Such a termination must occur in writing and in the form of a registered letter or by courier with acknowledgement of receipt.

#### 8 STATUTORY PERIOD OF LIMITATION

(1) If work services of PAYONE are involved, any rights of the contractual partner for subsequent rectification, withdrawal from the contract, reduction and compensation or reimbursement of expenses which occur in connection with a defect have a statutory period of limitation of one year following inspection of the respective work service if PAYONE is not accused of intentional conduct. If the supply of a purchase object by PAYONE is involved, the above applies in line with the supply of the object replacing the purchase.

(2) All remaining claims from non intentional contraventions of duty by PAYONE in connection with the supply of services in the framework of this contract have a statutory period of limitation two years after the emergence of the claim.

(3) The above regulations do not apply to claims which refer to fraudulent behaviour by PAYONE.

#### 9 MAINTENANCE OF CONFIDENTIALITY

(1) Both parties are compelled to keep information about the other party confidential regardless of the type of information unless the other party agrees to disclosure of the information. The parties take responsibility for the information only being accessible to workers of their company or assistants who definitely need this information for carrying out the contract and that these workers or assistants are also subject to a corresponding obligation to maintain confidentiality. This obligation to confidentiality applies without time limitation for the duration of the contract. If the parties have concluded a separate confidentiality agreement this has priority over the regulation of this section 9.

(2) PAYONE is entitled to nominate the name or company name of the dealer to third parties as a reference. This also applies in particular for the announcement of the offer of the dealer with the logo of the dealer and giving his name or company name on websites, brochures and other PAYONE documents. This does not result in any obligation for publication for PAYONE. If no naming or announcement by PAYONE is to occur, the trader must inform PAYONE of this in writing. The obligation of confidentiality (paragraph 1) is unaffected by this.

#### 10 SECURITY OF THE CONTRACTUAL PARTNER

(1) PAYONE is entitled to demand the placement of a security by the contractual partner. The establishment of the type and amount of the security is at the discretion of PAYONE. The security serves in particular for protection of the contractual reimbursement and other payment claims which PAYONE is entitled to against the contractual partner. PAYONE is not obliged to accept a security differing from its guidelines and to begin providing the service.

(2) If it becomes apparent during the period of the contract that the individual size of the security originally agreed is no longer sufficient in PAYONE's view, PAYONE is entitled to demand placement of a suitably adapted security. If no placement of security was originally demanded by the contractual partner and PAYONE is at a later point in time of the opinion that one is required, PAYONE can then demand the placement of a corresponding security. If the relevant security is not presented within an appropriate time period to be determined by PAYONE, PAYONE is entitled, following renewed written demand under placement of an extension, to stop the supply of the service until the security is paid without becoming subject to compensation to the contractual partner.

#### 11 CESSION, COMPENSATION, RIGHT TO WITHHOLD, DEFECT OBJECTIONS

(1) The contractual partner may not assign and transfer any claims and demands to third parties without the written agreement of PAYONE. § 354a HGB remains unaffected.

(2) The contractual partner may only offset claims and demands of PAYONE if its counterclaim is uncontested or legally established.

#### 12 CONTRACT PERIOD, TERMINATION

(1) The minimum contractual term for contracts about recurrent services by PAYONE shall amount to 36 months, beginning on the first day of the month following the month of installation, plus the period of time of the partial month in which installation services were provided. This term is extended by a year if they are not terminated by one of the partners while maintaining a notice period of three (3) months at the end of a contract year. In the case that deviating minimum contractual terms are agreed upon, these shall be applicable accordingly.

(2) The contractual partner has exceptional termination rights in accordance with the sections 5 (2) and 7 (3).

(3) The right to exceptional termination for an important reason remains unaffected.

(4) Each termination must be in writing to take effect and is to be passed on to the other party by registered post/signed receipt or by courier.

#### 13 COPYRIGHT

(1) If rights according to the law on copyright and related rights (Law on Copyright – UrhG) exist in the announced form with PAYONE or develop in the carrying out of the contract, these remain with PAYONE. If PAYONE software is to be made available in the framework of this agreement, PAYONE guarantees the contractual partner a non-exclusive, free right of use restricted to the location of the contractual partner or the place of installation. From a time perspective the right of use is restricted to the duration of this contract. The contractual partner is not entitled to undertake changes, translations or other revision and reshaping of the software. Equally a translation back into the form of source programmes or in other forms of presentation is not permissible. The contractual partner is compelled to only make the software accessible to those workers and assistants who absolutely require it to carry out the contract. Each other type of making accessible and / or the passing on either as original or in the form of a complete or partial copy to others requires the prior written permission of PAYONE.

#### 14 CLOSING PROVISIONS

(1) PAYONE is entitled to change these General Terms and Conditions PAYONE AccountConnect. Alterations are deemed to be acknowledged by the contractual partner if he doesn't protest in writing within four (4) weeks of receiving a written message to this effect.

(2) For these services, carrying them out and all disputes resulting from them, German law applies exclusively.

(3) The place of fulfilment for the PAYONE services is the location of the main PAYONE headquarters.

(4) The legal domicile for all disputes between PAYONE and the contractual partner is the main headquarters of PAYONE or if PAYONE chooses also the location of the contractual partner.

# GENERAL AND SPECIAL TERMS AND CONDITIONS OF CONTRACT



PAYONE PaymentService of PAYONE GmbH

## GENERAL TERMS AND CONDITIONS OF CONTRACT OF PAYONE PAYMENTSERVICE

PAYONE GmbH ("PAYONE"), is an E-money institut as defined in Sec. 1 (1) no. 2 of the ZAG [German Payment Services Surveillance Act], which in the context of PAYONE PaymentServices ("PPS") renders technical services and payment services as defined in Sec. 1 (1) of the ZAG for its contract partners ("Contract Partner") and holds the official permits required for that purpose.

### 1 SUBJECT MATTER OF THE AGREEMENT AND SCOPE OF APPLICATION

(1) The Contract Partner orders PAYONE to process the transactions - in the agreed currency - which the Contract Partner transmits to PAYONE on the basis of the Service Agreement concluded between the parties on the use of the PPS ("Service Agreement"), which were initiated by way of a payment type as agreed between PAYONE and the Contract Partner in distance selling based on a direct contractual relation between the Contract Partner and the respective customer of the Contract Partner ("Customer") in connection with a goods delivery or the rendering of services ("Transactions"), in accordance with the

- a. Service Agreement;
- b. these General Terms and Conditions of Contract of PAYONE PaymentService ("General Terms and Conditions of Contract"); and
- c. the following conditions which apply additionally depending on the payment type:
  - (i) the Special Terms and Conditions of Contract for Payment Cards with PAYONE PaymentService ("Special Terms and Conditions of Contract for Payment Cards");
  - (ii) the Special Terms and Conditions of Contract for Online Transfer with PAYONE PaymentService ("Special Terms and Conditions of Contract for Online Transfer");
  - (iii) the Special Terms and Conditions of Contract for SEPA Direct Debit with PAYONE PaymentService ("Special Terms and Conditions of Contract for SEPA Direct Debit");
  - (iv) the Special Terms and Conditions of Contract for SEPA Transfer with PAYONE PaymentService ("Special Terms and Conditions of Contract for SEPA Transfer");
  - (v) the Special Terms and Conditions of Contract for Bancontact with PAYONE PaymentService ("Special Terms and Conditions of Contract for Bancontact");
  - (vi) the Special Terms and Conditions of Contract for Secure Invoice with PAYONE PaymentService ("Special Terms and Conditions of Contract for Secure Invoice");
  - (vii) the Special Terms and Conditions of Contract for Alipay with PAYONE PaymentService ("Special Terms and Conditions of Contract for Alipay");
  - (viii) the Special Terms and Conditions of Contract for WeChat Pay with PAYONE PaymentService ("Special Terms and Conditions of Contract for WeChat Pay");
  - (ix) the Special Terms and Conditions of Contract for Buy Now, Pay Later with PAYONE PaymentService ("Special Terms and Conditions of Contract for BNPL") and
  - (x) additionally, the regulations of the General Terms and Conditions of Business of PAYONE ("General Terms and Conditions of Business");

(the Special Terms and Conditions of Contract hereinafter jointly referred to as "Special Terms and Conditions of Contract", the Service Agreement, these General Terms and Conditions of Contract and the Special Terms and Conditions of Contract hereinafter jointly referred to as "Contract") and to settle the payment transactions underlying the transactions (management of the affairs of another as defined in Sec. 675c (1) of the BGB [German Civil Code]). Moreover, PAYONE will render other technical services for the Contract Partner as agreed between the parties in the Service Agreement. The processing and settlement of transactions as well as the rendering of technical services by PAYONE will hereinafter be referred to as "PAYONE Services".

(2) PAYONE may engage third parties for the performance of its duties arising under the Agreement.

(3) Upon conclusion of the Agreement, the Contract Partner will act exclusively in exercise of their commercial or self-employed professional activity. Any use of the above mentioned services for other purposes shall be prohibited.

(4) PAYONE reserves the right to settle the Contract Partner's payment transactions underlying the transactions in accordance with the regulations of PAYONE AccountConnect if any risk and compliance circumstances existing in the person of the Contract Partner or in the business activities performed by them would result in a rejection of the Contract Partner for the processing according to the provisions of PPS. PAYONE will inform the contract partner thereof.

(5) In the event of inconsistencies between the regulations of the Agreement, the regulations of the following documents shall have priority in the order set forth below:

- Service Agreement PAYONE PaymentService;
- Special Terms and Conditions of Contract PAYONE PaymentService;
- General Terms and Conditions of Contract;
- General Terms and Conditions of Business.

### 2 DELIVERY PRINCIPLES

(1) Before using the PPS, the Contract Partner shall be obliged to comply with their duty to inform and notify as defined in Art. 9 (1) and (2). The Contract Partner will only be entitled to deliver transactions for settling the relevant products and services for the sales channels and internet addresses specified through the PPS after a release by PAYONE.

(2) The Contract Partner may only deliver such transactions with PAYONE which have previously been initiated through the Contract Partner's sales channels agreed with PAYONE, e.g. internet page or application software for mobile devices. Transactions not resulting from distance selling transactions (e.g. transactions with the physical presence of the customer) are prohibited without the written consent of PAYONE.

(3) Before delivering any transaction to PAYONE, the Contract Partner shall electronically record for each transaction:

- a. the name, invoice and delivery address as well as the IP address of the Contract Partner's customer;
- b. the payment type, including the payment type-specific data (e.g. account number, card number, etc.);
- c. the transaction date;
- d. the invoice amount, including currency and to store them, as a minimum, until the expiry of the period specified in Art. 10 Duty to Document and Retain, unless otherwise provided for in the Special Terms and Conditions of Contract of the relevant payment types.

(4) The Contract Partner shall not be entitled to permit transactions if the residence, delivery or invoice address or the registered office of the Customer's bank which issued the card or the Contract Partner's IP address are outside of the territorial limits specified by PAYONE. PAYONE will, upon request, provide the Contract Partner with a list of countries. If transactions are delivered from outside of these countries, PAYONE shall be entitled to charge back the payments.

(5) The Contract Partner shall exclusively be entitled to deliver transactions in the currency agreed with PAYONE. If no other currency was agreed, the Contract Partner will file transactions exclusively in Euros, unless the relevant payment type specifies a different currency.

(6) The Contract Partner shall not be entitled to process payments through PPS for goods and services coming from industries which PAYONE has specified as being excluded; PAYONE will provide the Contract Partner with a list of excluded industries, upon request.

(7) Transactions shall exclusively be delivered in electronic form by using the interfaces provided by PAYONE and exclusively through an IT platform approved by PAYONE, in no case by e-mail. Transactions delivered in form of hard copies or orally shall be prohibited as well.

(8) The Contract Partner will deliver each transaction only once to PAYONE for settlement and will provide written proof, at PAYONE's request, that each delivered card revenue is based on a legal transaction with the Customer.

(9) The Contract Partner shall not be entitled to permit payments

- a. if the Contract Partner's claim against the customer to be settled was not initiated in their business operation but in the business operation of third parties or is not based on a service which was rendered for the account of the Contract Partner (so-called Third Party Billing); or
- b. if the legal transaction underlying the revenue to be settled and released by PAYONE does not correspond to the business purpose specified in the Agreement or their self-disclosure or the Contract Partner's business industry; or
- c. if the goods or services of the Contract Partner underlying the revenue to be settled are offered under the company name, domain addresses (URL), through advertising media or sales channels which were not specified by the Contract Partner in the Agreement or which were not released by PAYONE in writing at a later time after a notification by the Contract Partner; or
- d. if the transactions to be settled are based on granted credits or other monetary payments or if a total revenue amount is to be divided in several individual payments (split transaction), unless this relates to a case of default in delivery of a part of the total purchase order; or
- e. if the transaction to be billed is based on illegal or immoral legal transactions.

(10) PAYONE shall be entitled to amend and supplement the provisions set forth under para. (9) in text form by notifying the Contract Partner and by complying with a notice period of four weeks, if PAYONE deems these amendments necessary due to possible abusive practices or if it must implement them based on amendments of legal

provisions or based on standards applicable in the card organisation Mastercard Europe/Inc. (hereinafter jointly referred to as "Mastercard"), Visa Europe Services Inc. (hereinafter jointly referred to as "Visa"), any other card organisation or operator of payment systems of PAYONE, e.g. giropay, banks or payment institutions (hereinafter jointly referred to as "Clearing Partner").

(11) PAYONE shall be entitled, at any time, to reject the processing of individual transactions; that shall apply, in particular, if any processing is impossible due to a technical fault. Any type of manual or other processing shall not be permitted in this case. Any further claims of the Contract Partner shall be excluded.

(12) The Contract Partner shall provide the Customer with a transaction receipt no later than 24 hours after the conclusion of the transaction. This transaction receipt must contain a unique transaction identifier, information on return and revocation, the contact to the Contract Partner's customer service, the name of the Contract Partner, the registered office of the Contract Partner, the Contract Partner's internet address (URL) and the name which will be shown on the invoice or account statement of the Customer.

(13) The Contract Partner may only provide reimbursements through the PPS for those transactions made available to the Contract Partner in accordance with Art. 4 (1) which have not been charged back ("Credit Notes"). Credit Notes may only be granted up to the amount of the previously performed transaction and only to the Contract Partner's Customer who initiated the original transaction and only in the limits provided by PAYONE as set forth in Art. 3 hereof. The Contract Partner is hereby obliged to process the Credit Notes through PAYONE by using the same payment method which has been used to initiate the underlying transaction, insofar as that is technically feasible. Any other processing shall be prohibited. PAYONE may subject the execution of the Credit Note to the condition that no outstanding receivables will exist toward the Contract Partner after performance of the Credit Note and that the amount of the agreed security rights as defined in Art. 12 will remain unaffected. If the payment has already been made, PAYONE shall be entitled to a chargeback, plus a flat rate for any returns.

(14) The Contract Partner shall inform the Customer, e.g. by e-mail, about any possible delay in the performance or about the fact that the delivery might be divided in several individual deliveries.

(15) The Contract Partner undertakes to immediately inform PAYONE of any complaints received from customers which relate to the PAYONE services.

### 3 LIMITS AND RISK PREVENTION

(1) Upon conclusion of the Agreement, PAYONE will inform the Contract Partner about limits for transactions ("Transaction Limits") which the Contract Partner must abide by when they deliver transactions through PPS.

(2) PAYONE may reject the processing of affected transactions if the Contract Partner fails to comply with the agreed Transaction Limits. The Contract Partner shall be obliged to personally supervise the compliance with the Transaction Limits and shall immediately inform PAYONE about any intended non-compliance with the Transaction Limits.

(3) PAYONE shall be entitled to change the type and amount of the Transaction Limits in accordance with Art. 18 (1). The notice period set forth in Art. 18 (1) shall be reduced to two (2) weeks for changes of the Transaction Limit.

(4) PAYONE reserves the right to commit the Contract Partner to comply with the mechanisms supported by PAYONE for fraud and risk prevention of potentially fraudulent transactions and charge-backs such as e.g. Verified by Visa, Mastercard SecureCode, IP-Check, Blacklist or the like ("Risk Checks") and to activate them in the context of transaction processing by the Contract Partner. The Contract Partner shall be obliged to perform the integration in such a manner that the transactions can continue to be processed faultfree, even if the Risk Checks are added. Art. 2 (9) shall apply in addition.

### 4 PROVISION OF PAYMENT AMOUNTS AND TRUST AGREEMENT

(1) PAYONE shall be obliged to make available to the Contract Partner the payment amounts resulting from the transactions delivered to PAYONE for settlement through the payment types ordered with PAYONE, immediately after they were deposited to the PAYONE account.

(2) PAYONE shall be entitled to deduct from the payment amounts set forth in para. (1) the fees agreed in accordance with Art. 7 (1) and (2) (e.g. discount) and the expenses to be reimbursed in accordance with Art. 7 (3) and the value added tax at the legal rate which might be applicable to the fees and expenses, before these amounts are made available to the Contract Partner.

(3) PAYONE as trustee will deposit the payment amounts received for the Contract Partner on one or several trust accounts kept with one or several credit institution(s) for the Contract Partner as trustor. These trust accounts will be kept under the name of PAYONE as open trust assembly accounts as set forth in Sec. 17 (1) sentence 2 no. 1b of the ZAG. PAYONE will inform the credit institutions keeping the open trust accounts about the trust relationship. PAYONE will ensure that the payment amounts received for the Contract Partner will always be allocable to the Contract Partner in its accounting system and will, at no time, be mixed with the monetary amounts of other natural or legal persons than the user of the payment services for whom they are held, in particular not with its own monetary amounts. In so far as PAYONE received payment amounts on trust accounts, PAYONE will withdraw on the same day the amount of all payments which are due against the Contract Partner. PAYONE shall, upon request,

inform the Contract Partner at which credit institution and on which trust account the payment amounts received for the Contract Partner are deposited and whether the credit institution in which the payment amounts received for the Contract Partner are deposited belongs to an entity protecting the claims of depositors and investors and to what extent these amounts are protected by this entity.

### 5 PAYMENT OF AMOUNTS, SETTLEMENT, CURRENCY TRANSLATION

(1) PAYONE will pay to the Contract Partner the amounts made available under Art. 4 (1) by way of SEPA transfer to the Contract Partner's bank account specified in the Service Agreement within 7 banking calendar days after the end of the payment period agreed, unless otherwise agreed in the Service Agreement deducted by retained and due fees and expenses according to Art. 7. PAYONE will make four distributions per month, unless otherwise provided for in the Service Agreement, where the payment periods end on the 7th, 14th, 21st and on the last day of each calendar month ("Weekly Payment"). If the contract parties have agreed on monthly payments, the settlement period shall coincide with one calendar month ("Monthly Payment").

(2) PAYONE will settle the contractually agreed fees and expenses as set forth in Art. 7 toward the Contract Partner on a monthly basis ("Monthly Settlement") unless otherwise agreed in the Service Agreement.

(3) The contractual partner shall immediately review all invoices issued to it by PAYONE in accordance with paragraph (1) and paragraph (2) and shall notify PAYONE of any objections without delay, but no later than six weeks after issue of the relevant statement. For the compliance with the period, it shall suffice to dispatch the objections within the period set forth above. The statement will be deemed to be approved after expiry of this period. PAYONE will make a special reference to this consequence in the statement. The Contract Partner may request a correction of the statement even after the expiry of the period. But, the Contract Partner must prove then that the statement was incorrect or incomplete.

(4) The Contract Partner shall immediately check any and all statements provided by PAYONE as defined in para.

(5) The transactions will be paid out in Euros, unless the Contract Partner has agreed on a different settlement currency with PAYONE. Insofar as the currency of the amount of transaction is different from the currency in which the transfer according to sentence 1 is initiated, the currency translation will be made on the basis of the reference exchange rate of the relevant clearing partner of PAYONE prevailing on the relevant date.

(6) Statements are always issued under the reservation of verification by PAYONE and the reclamation of any amounts paid in excess.

### 6 CHARGE-BACK OF PAYMENT AMOUNTS

(1) PAYONE will not accept any payment guarantees for the transactions it has received for settlement, unless explicitly otherwise agreed.

(2) All payments made by PAYONE to the Contract Partner are subject to the reservation of charge-back. Such a charge-back is made in relation to any and all payment amounts which are charged back to PAYONE (e.g. due to a claim for reimbursement of the card holder in accordance with Sec. 675x of the BGB, based on the processing of charge-backs, return debits or credit notes). Sentence 1 shall apply accordingly to amounts which were paid to the Contract Partner, although they had not been received on the account of PAYONE.

(3) Insofar as PAYONE has made available to the Contract Partner any payment amounts in accordance with Art. 4 (1) and (2), but has not yet paid them to the Contract Partner, PAYONE shall not be obliged to pay them if the payment would result in a charge-back claim or a claim for set-off for PAYONE.

### 7 FEES AND EXPENSES

(1) The Contract Partner owes to PAYONE the fees agreed in the Service Agreement for the performance of the PAYONE services. The prices set forth in the List of Prices and Services applicable at the relevant time shall apply in addition, unless otherwise contractually agreed between the parties. All prices are net prices, excluding the value added tax at the applicable rate, unless otherwise agreed. PAYONE may determine the amount of the fees, at its own discretion, in accordance with Sec. 315 of the BGB for any services and expenses not listed in the List of Prices and Services which are rendered in the interest of the Contract Partner or in their presumed interest and which can only be expected to be rendered against a remuneration given the prevailing circumstances.

(2) PAYONE shall be entitled to adjust the fees in accordance with Art. 18 during the term of the Agreement, at its own discretion, in accordance with Sec. 315 of the BGB to an adequate extent ("Fee Adjustment"), insofar and to the extent that essential cost factors change. Cost factors considered in the Fee Adjustment are, in particular the parameters revenue total, number of transactions, average revenue, number of credit notes and charge-backs as well as other cost-relevant conditions (e.g. amendment of the regulations and/or charges of Clearing Partners), at discretion (Sec. 315 of the BGB). PAYONE shall be entitled to adjust its fees with immediate effect and retrospectively, if changes of the above-mentioned cost factors are attributable to incorrect information or other culpable conduct on the part of the Contract Partner.

(3) The Contract Partner will also reimburse to or indirectly, in connection with the performance of the Agreement, insofar as PAYONE was entitled to consider necessary the expenses under the prevailing circumstances. Instead of a reimbursement of the expenses, PAYONE may request the release of a liability it has assumed in this connection. Expenses in this sense means, in particular, all payment amounts charged

back from PAYONE and all reimbursements, unless PAYONE needs to bear the charge-back risk, as well as any and all penalties, in particular penalties of Clearing Partners and certification charges of third parties and other costs, insofar as these penalties, charges or costs are connected with the performance of the Agreement and do not result from a culpable breach caused by PAYONE.

#### 8 GENERAL DUTIES OF THE CONTRACT PARTNER

(1) The Contract Partner shall be obliged to comply with any and all legal provisions and official regulations applicable to them; this shall apply, in particular, to the compliance with applicable provisions toward consumers and the provisions on data protection law. The Contract Partner assures PAYONE that they legally hold and will, during the entire term of the agreement, maintain the legal possession of all licenses, permits and/or other approvals required for performing their business activities and the Contract Partner will demonstrate that fact to PAYONE, at the latter's request, by submitting a certified copy of the relevant official permit.

(2) The Contract Partner will immediately inform PAYONE, in writing, insofar as such a license, permit or approval will be withdrawn, prohibited and/or not reissued to the Contract Partner for any reason. If third parties assert any claims against PAYONE for that reason, the Contract Partner undertakes to indemnify PAYONE insofar against all claims asserted against the latter. The amount of such acceptance of indemnification and liability shall be unlimited.

(3) The Contract Partner shall ensure that the employees they deploy for payment processing or management have been familiarised with the processing modalities and safety standards applicable to processing the relevant payment types.

(4) The Contract Partner may use logos, trademarks and identifiers of PAYONE and other third parties (e.g. Mastercard, Visa, giropay, etc.) for advertising purposes after having obtained the prior written consent of PAYONE and may use them only in accordance with the provisions of the rights holders, unless they are otherwise entitled to them.

(5) At PAYONE's request, the Contract Partner will allow PAYONE or third parties authorised by PAYONE, in particular Clearing Partners or their authorised persons, to visit their business premises in order to verify the compliance with the provisions of the Agreement, in particular whether and to what extent organisational measures and security measures of the Contract Partner are suitable, under standards customary in the industry, to exclude any type of abuse or other manipulation to the PCI DSS, insofar as applicable. The Contract Partner undertakes to unrestrictedly cooperate in such verifications at their own expenses or to enable these verifications. In addition, they shall ensure that such verification can also be performed in relation to any service providers which were engaged by the Contract Partner in connection with the performance hereof.

#### 9 DUTY TO INFORM AND NOTIFY

(1) The Contract Partner shall be obliged to transfer to PAYONE, in writing, the following information and documents, in a complete and true manner and without the need for a request, and to immediately inform PAYONE of any changes to such information:

- a. complete corporate name; in case of legal persons by stating the legal form and all persons entitled to represent the company;
- b. complete address under which the Contract Partner is registered and bank details;
- c. VAT ID of the Contract Partner in accordance with Sec. 2 of the Umsatzsteuergesetz [German VAT Act] or business identification number in accordance with Sec. 139 c of the Abgabenordnung [German Revenue Code];
- d. Commercial Register, Register of Associations, Register of Partnerships or Register of Cooperatives in which the Contract Partner is registered and the associated registration number;
- e. current version of the Articles of Association and list of shareholders;
- f. sales channels, including any and all internet addresses on which the agreed payment types should be used;
- g. information on the business owner;
- h. information on the financial situation (financial statements, economic analyses, list of current totals and account balances, or the like);
- i. information on the purpose of the company, including all relevant official permits and licenses;
- j. information on the product and service range, including the goods or service category;
- k. complete contact data of all customer service and support offers and of all contact channels (primary contacts, telephone, e-mail);
- l. additional support offers (hotline, web address, FAQ, or the like), if any;
- m. VAT ID of the company or of any branches;
- n. other information to be provided in accordance with the laws for combating money laundering and terrorist financing.

(2) The Contract Partner shall provide the information and documents listed under para. (1) after a relevant request from PAYONE in the form of certified copies as well as in German or English.

(3) If the Contract Partner fails to comply with their duties to inform and provide documents as defined in para. (1) and para. (2), PAYONE shall be entitled to a right to withhold performance as defined in Art. 15 (2) until the required documents and information have been provided released by PAYONE in full. Any costs incurred until that time shall be reimbursed by the Contract Partner.

(4) The Contract Partner shall bear the damage incurred by PAYONE from the culpable breach of this duty to inform.

(5) PAYONE shall be entitled to forward the above information set forth in Art. 9 to authorised third parties, e.g. Clearing Partners in the context of the performance of the Agreement in accordance with Art. 17.

#### 10 DUTY TO DOCUMENT AND RETAIN

(1) The Contract Partner is obliged to store all data and documents regarding each transaction delivered to PAYONE, including all technical protocol data as well as the transactions underlying them, for a period of no less than eighteen months, unless an earlier deletion is prescribed by law or if a storage according to the provisions hereof is not allowed or only allowed for a shorter period of time.

(2) The Contract Partner will immediately provide PAYONE with all transaction-related information and immediately submit printouts of the receipts, upon request. The Contract Partner will, upon PAYONE's request, demonstrate within fourteen (14) calendar days that the Customer has received the goods underlying the transaction and/or that the services agreed with the Customer have been rendered. The Contract Partner's legal retention periods shall remain unaffected thereby.

(3) If the Contract Partner fails to submit a receipt requested regarding a settled transaction within the period specified by PAYONE and if the revenue from the transaction is charged back to PAYONE for this reason, PAYONE shall be entitled to charge-back toward the Contract Partner.

#### 11 ADDITIONAL REQUIREMENTS TO CONTRACT PARTNERS RENDERING SERVICES IN DISTANCE SELLING

(1) The Contract Partner may only transmit transaction data (e.g. account and card information, including account and card number, effective date and the card verification number, etc., if any) in an encoded manner and through the processes approved by PAYONE at the relevant time.

(2) The Contract Partner is obliged to comply with any and all legal provisions applicable to electronic commerce, in particular Sections 312b et seq. of the BGB as well as the provisions of the Telemediengesetz [Telemedia Act] as well as the provisions of the General Data Protection Regulation. They must, in particular, clearly and irrevocably clarify toward their customers that they are responsible for the sale of the goods or services, for the customer service, the complaints management and terms and conditions of sale. The Contract Partner must identify themselves unambiguously as the contract partner of their customers, on their internet site, in their catalogues or in their other media.

(3) The General Terms and Conditions of Business of the Contract Partner must be available for the inspection of their customers, at any time, on the Contract Partner's internet site, in their catalogues and in other media and the customers must explicitly accept them.

(4) The Contract Partner shall ensure that, during the payment process, their customers will be informed clearly which name will appear on the customer's invoice. Insofar as that name is different from the URL used for the purchase order, the Contract Partner shall ensure that a note, link or any other reference to the order address appears at the site of the billing address.

(5) The Contract Partner shall clearly and explicitly provide the following information in a well-visible place on their internet pages through which the payment processes under this Agreement can be initiated:

- a. complete name and address, registered office of the company, legal form, Commercial Register number, place of the competent Commercial Register, if any, name of the managing directors or members of the Board of Directors as well as all other legally prescribed information;
- b. complete telephone and address data of all contact channels relevant for the customer, e.g. customer service;
- c. description of the goods and services offered, price of goods or services, including all taxes and other price components, transport, delivery and dispatch costs, if any, which might arise in addition;
- d. terms and conditions of delivery, in particular agreements on revocation rights or rights of return and processing of Credit Notes;
- e. countries to which the Contract Partner ships and the terms and conditions of dispatch applicable to those;
- f. data protection provisions and information on data security of customer data;
- g. available security processes (e.g. Verified by Visa or Master Card SecureCode);
- h. currency in which the goods and services of the Contract Partner will be billed;
- i. time of issue of the invoice, including maturity and type of contract performance;

j. information on the payment types available, including all payment terms.

(6) The Contract Partner shall inform their customers that they are responsible for the delivery of the goods or the performance of the services and for all questions associated therewith (in particular customer complaints), which form the basis of the transactions which the Contract Partner files with PAYONE for processing. For that purpose, the Contract Partner shall inform their customers unequivocally about their identity so that the customer is able to distinguish, in particular, the Contract Partner and third parties involved in handling the underlying business. The Contract Partner's offer of goods and services shall be designed in a manner that no impression is given that PAYONE or other third parties were the providers or shippers of the goods or services.

(7) The Contract Partner shall be obliged to indicate prices only in those currencies which were permitted by PAYONE for the relevant payment type.

(8) The Contract Partner shall indicate clearly any signs referring to the acceptance of certain payment types on their internet sites in accordance with the standards provided by PAYONE. PAYONE will provide the Contract Partner with these standards, at the latter's request.

(9) In the event of recurring services (e.g. subscriptions), the Contract Partner shall be obliged:

- a. to obtain a written release for the recurring payments from the customer - electronically or in hard copy; it must include the amount (unless the amount fluctuates), frequency and validity;
- b. to retain the customer's release for the period in which the services are rendered and to submit it at request;
- c. to establish simple options for online termination for the customer, insofar as a termination is possible under the Contractor Partner's terms and conditions or under mandatory legal provisions; any online termination or cancellation process must be at least as simple and accessible as the procedure to place the original purchase order;
- d. to not charge price surcharges for recurring payments;
- e. to authorise each individual transaction;
- f. to not make debits beyond the agreed period or to cancel them at the customer's request.

(10) In the event of a trial use of their goods or services, the Contract Partner shall be obliged to notify the customer in good time when this trial use expires, with precise information regarding the start of the payment obligations and the options available to the customer, e.g. for termination.

(11) Insofar as the Contract Partner offers their customers direct access to other companies (so-called links), the Contract Partner shall be obliged to explicitly inform about this change when the Contract Partner's website is being navigated away from.

## 12 SECURITY RIGHTS AND SECURITY ELEMENTS

(1) PAYONE shall be entitled to request that the Contract Partner create or expand bankline securities for all existing and future, including conditional, claims.

(2) Notwithstanding the security rights, the Contract Partner will create for PAYONE a legal lien to all payment claims to which they are entitled under this Agreement, including payment claims from charge-backs, including any penalty charges of the Clearing Partners, in order to secure all existing and future (including conditional and time-limited) claims of PAYONE toward the Contract Partner as part of the entire business relationship. PAYONE accepts the creation of this lien.

(3) If the contract parties have agreed on a security deposit ("Rolling Reserve") it will be identified in the statement defined under Art. 5. Unless the type and amount of the Rolling Reserve were otherwise agreed in the payment was agreed, 5 % of the sum of all transactions processed for the Contract Partner in one month through payment cards and SEPA direct debit through the payment types shall be deemed to be agreed for a period of six (6) months. PAYONE will retain the Rolling Reserve as a security against any charge-backs which PAYONE might receive in accordance with Art. 6 (2) and the associated fees in accordance with Art. 7 (1) and the expenses to be reimbursed in accordance with Sec. 7 (3) and against the value added tax at the legal rate applicable to the fees and expenses, and it will only be paid to the Contract Partner after the period agreed in the Service Agreement. In case of a need for security, PAYONE reserves the right to adapt the amount and period of the Rolling Reserve in accordance with this need for security, until the security interests under the contractual relationships expires. That shall be the case, in particular, if:

- a. the Agreement was terminated; or
- b. if the charge-back rate is outside of the prescribed threshold values; which is calculated from the number of transactions and the average receipt value; PAYONE will inform the Contract Partner thereof, upon request; or
- c. the transaction volume was significantly reduced, or
- d. the Contract Partner fails to fulfil essential duties under the Agreement or if penalty fees are threatened or charged by clearing partners.

(4) If PAYONE initially refrained, in full or in part, from requesting the creation or expansion of securities at the time when claims arose against the Contract Partner, PAYONE may also request such a security at a later time. The prerequisite is, however,

that circumstances occur or become known which justify a higher risk assessment of the claims against the Contract Partner.

This might be case, in particular, if

- a. the Contract Partner's economic conditions have changed negatively or threaten to change; or
- b. if the value of the existing securities has deteriorated or threatens to deteriorate; or
- c. PAYONE gains knowledge of essential disadvantageous circumstances regarding the Contract Partner or their owners/shareholders.

PAYONE will grant the Contract Partner an adequate period of time for creating or expanding the securities.

## 13 LIABILITY OF PAYONE

(1) PAYONE shall be liable to the Contract Partner for actions, omissions or breaches of the Agreement, insofar as that liability is based on

- a. intent or gross negligence;
- b. culpable personal injury (violations of life, body or health);
- c. a mandatory liability based on the Produkthaftungsgesetz [Product Liability Act]; or
- d. a slight negligent breach of an essential contractual duty which endangers the purpose of the Agreement.

An essential contractual duty means an obligation the performance of which is decisive for the successful implementation of the Agreement.

(2) PAYONE's liability toward the Contract Partner shall be limited to the typical damage foreseeable upon conclusion of the Agreement, in the event of a slightly negligent breach of an essential contractual duty.

(3) If the Contract Partner contributed to the occurrence of any damage due to their culpable conduct, the principles of contributory negligence shall determine the extent to which PAYONE and the Contract Partner shall bear the damage.

(4) Claims of the Contract Partner under Art. 13 shall be excluded, if the circumstances justifying a claim

- a. are based on an unusual and unforeseeable event which cannot be influenced by PAYONE and the consequences of which could not have been avoided despite the exercise of due care; or
- b. were caused by PAYONE based on a legal obligation.

(5) PAYONE's liability for a damage caused by the non-performance or defective or delayed performance of a payment transaction shall be limited to € 12,500.00 in accordance with Art. 675 z sentence 2 of the BGB, if PAYONE is responsible for this breach of duty. The limitation of liability shall not apply to intent or gross negligence on the part of PAYONE.

(6) Claims and objections of the Contract Partner against PAYONE for any unauthorised payment transaction or for the non-performance or defective performance of a payment procedure shall be excluded, unless the Contract Partner has informed PAYONE thereof no later than six (6) months after the date on which an unauthorised or defectively performed payment transaction was posted. The period shall only commence at the time when PAYONE has informed the Contract Partner about the payment transaction in accordance with the provisions of the Agreement no later than within one month after the posting; otherwise the day when the information was given shall be decisive for the start of the period. The Contract Partner may assert claims for damages even after the expiry of the period set forth in sentence 1, if they were prevented from complying with the deadline through no fault of their own.

(7) If any order is, in accordance with its contents, performed typically in the manner that PAYONE entrusts a third party with the further performance thereof, PAYONE will be deemed to have fulfilled the order by forwarding it to the third party in their own name (forwarded order). In these cases, PAYONE's liability will be limited to the careful selection and induction of the third party.

(8) PAYONE will not be liable for any loss of data and other malfunctions as well as for damage insofar as these are based on the fact that the Contract Partner fails to observe the standards for the electronic transmission of transaction data in accordance with the applicable specifications provided by PAYONE and the regulations of the Agreement. If data are lost after they were delivered by and after they were handed over to PAYONE, PAYONE will not be liable for that part of the damage which is based on that fact that the Contract Partner or any third party authorised by them failed to perform a proper data back-up on their or the third-party's own systems before the delivery - insofar as such a data back-up is permitted under the regulations hereof, the applicable legal provisions and the standards of the Clearing Partner.

## 14 LIABILITY OF THE CONTRACT PARTNER

The Contract Partner will be liable for and will indemnify PAYONE of all expenses, costs, claims, obligations, any type of liability and all other damage arising from the culpable infringement of the Contract Partner's obligations arising therefrom and the infringement of legal obligations. The Contract Partner will be liable to PAYONE for the proper performance of their contractual duties with the care of a prudent merchant.

## 15 TERM, TERMINATION AND RIGHTS TO WITHHOLD PERFORMANCE

(1) The Agreement will take effect upon signature by both parties ("Effectiveness"). The Agreement is concluded for a term of 36 months ("Term"), unless otherwise agreed in the Service Agreement. It will be extended automatically by 12 months each ("Extension Period"), unless either party terminates it with a notice period of three (3) months to the end of the term or of the relevant Extension Period. If either party terminates the Agreement in part in accordance with the above sentence regarding individual services, it will be extended automatically regarding the non-terminated services, in accordance with the above sentence. The Contract Partner's right to terminate the Agreement at any time in accordance with Sec. 675 h (1) of the BGB shall be excluded.

(2) PAYONE shall be entitled to suspend the rendering of those services for the Contract Partner ("Right to Withhold Performance") in which the Contract Partner infringes their duties under the Agreement to a not only insignificant extent or in which an important reason exists which entitles PAYONE to terminate the affected service relation or the Agreement without notice. The Right to Withhold Performance includes, without limitation, the right to deactivate individual payment types offered under the PPS or to temporarily suspend the payment. PAYONE's right to termination without notice for an important reason shall remain in full force and effect.

(3) Either party may terminate the Agreement without notice for an important reason.

(4) An important reason shall be deemed to exist, in particular, if

- a. the Contract Partner repeatedly infringes essential contractual duties;
- b. the Contract Partner infringes other legal provisions which are decisive for the performance of the Agreement;
- c. the Contract Partner has accepted payments which they were not allowed to accept under the Agreement or which are based on an underlying transaction from the business operation of a third party in accordance with Art. 2 (9) (prohibition of the so-called "Third Party Billing");
- d. the Contract Partner's business operation does not meet or no longer meets the prerequisites as specified under Art. 8 (1); if the Contract Partner repeatedly initiates credit note bookings in accordance with Art. 2 (13) which were not based on the delivery of revenue or revenue transactions;
- e. PAYONE learns of significant disadvantageous circumstances about the Contract Partner or its owner which make it unreasonable for PAYONE to continue the Agreement; that shall apply, in particular, if the Contract Partner has made untrue statements in the Agreement, if their asset situation deteriorates essentially or threatens to deteriorate, if their asset situation seems to be unsecured or if they fail to comply with their duty to inform under these Terms and Conditions at a later time;
- f. the Contract Partner is repeatedly in delay with their payment obligations under the Agreement;
- g. the Contract Partner has given incorrect information in accordance with Art. 2 (9) b. and c. about their business operation, used sales channels or goods or services offered by them or failed to inform PAYONE in writing and in advance about subsequent changes thereof;
- h. the Contract Partner fails to comply with their obligation to create or expand securities in accordance with Art. 12 in due time;
- i. the Contract Partner's charge-back rates are outside of the thresholds prescribed by PAYONE;
- j. the Contract Partner fails to comply with their duty to inform about a data compromise as defined in Art. 17 or fails to cooperate in clarifying such a case;
- k. the Contract Partner relocates their registered office to a foreign country or changes their bank to a bank located abroad;
- l. the agreed payment type is no longer offered, without any fault on the part of PAYONE;
- m. BaFin [German Federal Financial Supervisory Authority], other public authorities or Mastercard, Visa or any other Clearing Partner prohibit the continued performance of the Agreement;
- n. any other important reason applies which is provided for in the Special Terms and Conditions of Contract.

(5) The termination for an important reason shall only be permitted after an adequate period granted to remedy the infringement by the Contract Partner has expired without success or after a reminder by the Contract Partner remained unsuccessful, unless no such period or warning are required based on the special circumstances of the case.

(6) Upon termination of the Agreement, The Contract Partner will, at PAYONE's request, return to PAYONE all documents and data provided to the Contract Partner and in each case delete all information regarding payment offers, unless they are otherwise entitled to attach them. Any transactions which have already been delivered will be processed, under the provisions of the Agreement, notwithstanding the termination of the Agreement.

(7) The Contract Partner will make the termination in writing toward PAYONE. PAYONE will state their request for termination in text form.

(8) If, after the termination of the Agreement, charge-backs occur for transactions filed during the term of the Agreement, these shall also be borne by the Contract Partner in addition to all fees and other expenses associated therewith.

(9) During the term of the Agreement, the Contract Partner undertakes to exclusively process transactions through the payment types underlying the Agreement via PAYONE.

## 16 SECRECY

(1) Either party will keep in strict confidence any information or documents which it has received from the other party ("Disclosing Party") before or after the Effectiveness of the Agreement or which it has otherwise obtained from them and which relate to the Agreement, the sales documents or the business, the financial situation, the products and expectations, process and methods, customers and employees of the other party (in particular trade or business secrets), as well as any other information and documents ("Confidential Information"). This shall apply regardless of whether they have been identified as confidential or should reasonably be classified as confidential.

(2) Neither party will use or disclose any Confidential Information toward their employees, contract partners or advisers or transmit them to third parties (in particular affiliated companies of the parties), unless that is necessary to fulfil their duties arising from this Agreement. That relates, in particular, to the right of PAYONE to transfer transaction or other data to Clearing Partners. The Contract Partner agrees that PAYONE will use credit agencies and will, for that purpose, forward data of the Contract Partner to those agencies and will compare them with databases of the Clearing Partners for the purpose of preventing any abuse. The parties will inform each recipient of Confidential Information about its confidential nature before the transfer and commit each recipient to comply with the same confidentiality obligations as those provided for in this Agreement.

(3) The duty of confidentiality shall not apply in relation to Confidential Information, insofar as

- a. the receiving party has already been aware of it, independently of the conclusion or realisation of the Agreement;
- b. it has already been or become generally known to the receiving party in any other way than by an infringement of this Art. 16; or
- c. it must be disclosed by one of the parties by law or based on an order by a court or authority.

(4) Any confidential information shall remain the property of the Disclosing Party and must not be copied or reproduced without their prior written consent. At the Disclosing Party's request, the other party must return or destroy the Confidential Information and its embodiment and confirm the destruction in writing.

(5) The above duties shall also survive the termination or expiry of the Agreement, until the receiving party is able to demonstrate that the Confidential Information has become generally known in any other way than by an infringement of this Art. 16 committed by the receiving party.

(6) The Contract Partner shall be obliged to transparently inform its customers (card holders) of data processing by PAYONE acc. to Art. 14 GDPR while complying with the "Information on Data Processing within the Framework of the Handling of Payments by PAYONE GmbH acc. to Art. 14 GDPR", which is available and can be downloaded at [www.payone.com](http://www.payone.com).

## 17 DATA PROTECTION AND DATA SECURITY

(1) The parties undertake to abide by all laws governing the protection of personal data which apply at the relevant time when they collect, process and use this data. The contract parties undertake, in particular, to secure the data collected and stored regarding the customers of the Contract Partner against any type of access by unauthorised third parties and to only use it for the purpose of fulfilling the Agreement.

(2) The Contract Partner shall take the necessary technical and organisational measures to prevent any unauthorised access by third parties to the transaction data stored with the Contract Partner (e.g. account and card numbers, account and card holder data as well as payment transaction data) and to the documents kept by the Contract Partner. If the Contract Partner no longer needs the data mentioned in sentence 1, it shall irrevocably be deleted from any and all data carriers so that the information can no longer be reconstructed. If the data mentioned in sentence 1 is stored with a third party engaged by the Contract Partner, the Contract Partner shall commit the third party in accordance with the provisions set out in this Art. 17.

(3) The Contract Partner shall ensure that the entry of data cannot be manipulated in their sphere of influence, in particular that data processing units which are used to initiate payment procedures under this Agreement cannot be abused by members of the company or unauthorised persons.

(4) The specifications of the card organisations must be strictly adhered by the contractual partner. The contractual partner receives a written request to register on the PAYONE PCI platform and to provide PCI proof by completing a questionnaire or uploading an existing questionnaire. General information about PCI DSS is available at [www.payone.com](http://www.payone.com).

(5) If the Contract Partner suspects possible or detects actual unauthorised access to data ("Compromise") in their own systems or suspects or knows of a compromise by third parties which they have engaged to store, process or transmit data or to otherwise process the transactions of the Contract Partner, the Contract Partner shall immediately notify PAYONE by telephone and in writing by fax about their suspicion. The Contract Partner shall be obliged to cooperate, in full, with PAYONE, third parties, such as e.g. the Clearing Partners and the law enforcement agencies, if appropriate, and to clarify all details of any suspected or actual compromise. The Contract Partner shall, in particular, provide PAYONE with written information on the number of affected data records, the type of the affected payment data, the time of the possible compromise, the type of discovery, the measures which have already been performed and about all other information which they consider relevant, immediately after they suspect a compromise.

(6) After the preparation of an audit report, the Contract Partner shall eliminate all security defects which they might have found. Insofar as the Contract Partner's measures are insufficient in PAYONE's point of view or if the Contract Partner fails to cooperate in the clarification of the incident, PAYONE shall be entitled to terminate the Agreement in accordance with Art. 15 (4).

(7) PAYONE shall process the personal data directly collected from the Contract Partner for implementing the contracts concluded with the Contract Partner and the services related to them. Other own purposes of processing by PAYONE shall include fraud prevention, audits acc. to the Act on Tracing of Profits from Serious Criminal Offences, identification and avoidance of violations of policies or applicable terms of use, credit assessments, protection of its own IT infrastructure, improvement of services by optimising ease of use, checking creditworthiness and solvency, and advertising.

(8) Processing activities required to meet main and ancillary performance obligations shall be carried out on the legal basis of point (b) of Art. 6(1) GDPR (performance of the contract). The processing activities required for fraud prevention and audits according to the Act on Tracing of Profits from Serious Criminal Offences shall be carried out on the legal basis of point (c) of Art. 6(1) GDPR (legal obligation). Personal data processing for advertising purposes shall be exclusively performed based on consents previously given by the data subject. Contents already given may be withdrawn by the data subject at any time. Other data processing activities for the purposes specified above shall be carried out on the legal basis of point (f) of Art. 6(1) GDPR (legitimate interest). The legitimate interest of PAYONE shall include economic hedging and monitoring of compliance with the agreements applicable between the contracting partners.

(9) By way of processing, the personal data will also be forwarded, in whole or in part, to banks and financial service providers, card schemes, web crawling service providers, public authorities and credit agencies.

(10) The storage time shall be governed by the terms of the contracts and the statutory retention periods. The statutory retention periods shall start upon termination of the contracts. Following their expiry, PAYONE will erase the personal data without being asked.

(11) The data subjects shall have the rights of access, to rectification and/or erasure, to restriction of processing, to object and to data portability pursuant to the GDPR stipulations. Where the Contract Partner gives a consent, such consent may be withdrawn informally at any time. Moreover, the data subjects shall have the right to lodge a complaint with a supervisory authority in accordance with Art. 77 GDPR.

(12) The internal data protection officer of PAYONE GmbH can be contacted at Lyoner Strasse 15, 60528 Frankfurt/Main, Germany, with the addition "Data Protection Officer", or by e-mail to [privacy@payone.com](mailto:privacy@payone.com).

## 18 AMENDMENTS OR SUPPLEMENTS TO THE PROVISIONS OF THE AGREEMENT

(1) PAYONE will offer amendments of the Agreement to the Contract Partner in writing. The amendments will be deemed to be approved, unless the Contract Partner objects to them in writing toward PAYONE within four (4) weeks after announcement of the amendments. PAYONE will explicitly inform the Contract Partner about this effect of the approval in their offer of amendment. If an objection is raised, it is sufficient to send the objection to PAYONE within the notice period of four weeks.

(2) PAYONE may terminate this agreement with a notice period of six (6) weeks, in full or in part, in relation to the services affected by the changes, if the Contract Partner objects to an amendment in accordance with para. (1).

(3) PAYONE shall be entitled to expand the portfolio of payment types and introduce additional payment types and to provide them to the Contract Partner for use through the PPS. In this case, PAYONE will provide the Contract Partner with supplementary Terms and Conditions of Contract. When the Contract Partner uses the additional payment types, they agree to the supplementary Terms and Conditions of Contract.

## 19 WAIVER OF LEGAL PROVISIONS

(1) The duties to inform specified in Sections 675d (1) sentence 1 of the BGB in conjunction with Art. 248 Sections 1 to 12, 13 para. 1, 3 to 5 and Sections 14 to 16 of the EG-BGB [Introductory Act to the German Civil Code] are hereby waived.

(2) The following other provisions are hereby waived: Sections 675 d (2) and (3); 675 f (5) sentence 2; 675 y (1), (2), (3) sentence 2 and sentence 3, (4) and (5); 676 of the BGB.

## 20 FINAL PROVISIONS

(1) The Agreement shall be governed by German law.

(2) The place of jurisdiction for all disputes arising from or in connection with the Agreement shall be Frankfurt/Main, Germany.

(3) If any provision contained herein now or in the future is or becomes ineffective or unenforceable, the other provisions shall remain in full force and effect. The same shall apply in the event of any gaps in the Agreement. The ineffective or unenforceable provision shall be replaced and the gap shall be filled by an adequate provision which comes as close as possible to what the parties would have wanted in accordance with the purpose of the Agreement, if they had considered this circumstance at the time the Agreement was concluded.

(4) Amendments and supplements to this Agreement, including of this clause shall be made in writing (including fax and e-mail) - unless they are made in accordance with Art. 18.

(5) The Contract Partner must not assign or pledge to third parties any rights and duties arising from this Agreement without the prior written consent of PAYONE; this shall apply, in particular, to claims for payment toward PAYONE.

(6) Both a German and an English version of these Terms and Conditions of Contract and the Special Terms and Conditions of Contract of the PAYONE PaymentService are available. The German version shall prevail in case of contradictions and uncertainties.

## SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR PAYMENT CARDS OF PAYONE PAYMENT SERVICE

### 1 SUBJECT MATTER OF THE AGREEMENT

These Special Terms and Conditions of Contract shall apply if the Contract Partner engages PAYONE to process the transactions delivered by the Contract Partner to PAYONE in the agreed currency which were initiated by using a payment card of Mastercard ("Mastercard", "Debit Mastercard", "Maestro") or Visa ("Visa", "V PAY") (hereinafter jointly referred to as: ("Payment Card") (Visa Europe ("Visa") and Mastercard International Incorporated ("Mastercard") jointly also referred to as "Credit Card Organisations") ("Card Transactions"), and to settle the payment transactions underlying the Card Transactions (agreement on the management of the affairs of another as defined in Sec. 675c (1) of the BGB).

### 2 ACCEPTANCE OF PAYMENT CARDS BY THE CONTRACT PARTNER

(1) The Payment Cards may only be accepted and the associated retrieval of card data from the card holder must be made exclusively for the purpose of paying for goods which have already been delivered or are still to be delivered by the Contract Partner or for services already rendered or still to be rendered. The Contract Partner is not obliged to accept Payment Cards.

(2) Insofar as the Contract Partner allows payments by Payment Cards, they undertake to offer or sell to the relevant national and international card holders all goods or services offered cashless by the Contract Partner at prices which are not higher and under conditions which are not more unfavourable than those offered to card holders which pay by using other payment types. The Contract Partner will, in particular, not charge any additional costs nor request any securities ("No Surcharge" principle). Deviating from this, the Contract Partner shall only be entitled to request a surcharge for payments made with Payment Cards of Mastercard, if a separate contractual agreement has been concluded with PAYONE. The Contract Partner's right to offer the card holder a discount or any other incentive for using a certain payment instrument (e.g. a certain credit card) shall remain unaffected.

(3) The Contract Partner must not make the acceptance of Payment Cards dependant on a minimum or maximum amount. The Contract Partner must equally accept all valid and permissible Payment Cards under the other payment types offered by the Contract Partner.

(4) The Contract Partner shall not be entitled to admit payments by Payment Cards, if:

- a. the Payment Card should be used to pay an already-existing overdue claim or a non-honoured cheque; or
- b. based on the circumstances of the card payment, the Contract Partner has doubts about the card holder's right to use the Payment Card. Such doubts must exist, in particular:
  - (i) if the total amount of the card revenue should, at the card holder's request, be distributed to several Payment Cards; or
  - (ii) if the card holder announces possible problems with the acceptance of the credit card already at the time they present the credit card.
- c. the card holder physically presents the Payment Card to the Contract Partner.

### 3 PRINCIPLES OF SUBMISSION

(1) The Contract Partner shall be obliged to submit the card revenue only once the goods or services underlying the card revenue have been delivered or rendered or if the card holder has agreed to a permanently recurring debit of their card account.

(2) The Contract Partner shall electronically record the card number and date of expiry of the Payment Cards, including the card verification code (CVC or CVV), for each purchase order in distance selling, before they submit the transaction data to PAYONE.

(3) After the successful authorisation, the Contract Partner shall immediately delete any and all electronically stored card data. The credit card number (PAN) and the card verification code ((CVC2), Card Verification Value (CVV2)) must not be electronically stored at any time, even if these data are encoded.

(4) In case of a reservation, the Contract Partner will inform the card holder about the amount which the Contract Partner has reserved on the customer's Payment Card. The Contract Partner will cancel reservations if no card revenue is subsequently booked.

(5) Insofar as any transaction/authorisation with a Mastercard card is not identified as a reservation, although it otherwise meets all the below requirements of a reservation, the Contract Partner will pay an additional fee to PAYONE for this card revenue ("Mastercard Processing Integrity Fee") in accordance with the List of Prices and Services applicable at the relevant time. The requirements of a reservation are:

- a. Booking later than three work days after obtaining the authorisation; and/or
- b. Authorisation amount differs from the amount of the transaction; and/or
- c. The currency of the authorisation differs from the currency of the transaction.

The Contract Partner will also pay the Mastercard Processing Integrity Fee to PAYONE if the Contract Partner has cancelled a transaction/authorisation which was not expressly identified as a reservation.

(6) If the Contract Partner offers a special security procedure to the card holders for certain card types (e.g. "3-D Secure"), they shall be obliged to deliver the relevant transactions to PAYONE by using the specified requirements (e.g. prescribed use of logos, etc.) exclusively through the PAYONE platform.

(7) In the event of a credit note order, PAYONE will engage the issuer of the card, on behalf of the Contract Partner, to credit the amount of the card credit receipt to the card holder; the Contract Partner hereby authorises PAYONE accordingly. If the payment has already been made, PAYONE shall be entitled to a charge-back.

(8) The Contract Partner shall make the logos indicating the acceptance of the payment cards, as well as the logos of the authorisation procedures "Mastercard Secure-Code", "Maestro SecureCode" and "Verified by Visa", clearly visible on their internet site, in particular on the payment pages, in accordance with the standards given by the card organisations.

### 4 AUTHORISATION OF CARD TRANSACTIONS

The Contract Partner shall be obliged to perform an electronic authorisation for each card revenue instance, irrespective of its amount, through the PAYONE platform. A successful authorisation confirms that, at the time of the authorisation, the payment card is not subject to any restrictions in the scope of application of the Agreement and that the Payment Card has not been declared invalid by block lists of Mastercard or Visa or in any other way, e.g. by the card issuer. Any successfully confirmed authorisation is not associated with a payment commitment by PAYONE. PAYONE shall remain authorised to charge back the card revenue, insofar as the prerequisites for such charge-back have been met.

### 5 MERCHANT CATEGORY CODES

Based on the information provided by the Contract Partner on their product line, PAYONE will assign one or several contract partner categories to the Contract Partner which each correspond to a certain Merchant Category Code (MCC). The assignment of the contract partner category is subject to PAYONE's discretion and is made by taking into account the regulations of Mastercard and Visa which apply worldwide. PAYONE shall be free to change the contract partner categories at any time, if and insofar as PAYONE deems it necessary based on renewed verification of the Contract Partner and by taking into account the justified interests of the Contract Partner.

### 6 DUTIES OF THE CONTRACT PARTNER

(1) The Contract Partner shall ensure that they permanently comply with and abide by the applicable regulations of the card organisations regarding the acceptance of new contract partners and their acceptance of Payment Cards over the entire term of the Agreement. The Contract Partner will observe and implement the regulations and/or procedural provisions and/or other standards of the card organisation after a notification by PAYONE within the adequate period specified by PAYONE or a card organisation.

(2) In the event the entitled card holder or the institution which issued the card complain about a card revenue instance, the Contract Partner shall be obliged to provide evidence to PAYONE in writing that they have complied with all provisions set forth in Art. 2 (4) a to c and Art. 8 of these Terms and Conditions of Contract and those specified in Art. 2 (9) a to e of the General Terms and Conditions of Contract, insofar as they are responsible for complying with them in their operation or in the operation of their vicarious agents. PAYONE shall be entitled, however not obliged, to verify the compliance with the provisions set forth under Art. 2 (4) a to c and Art. 9 of these Terms and Conditions of Contract and those in Art. 2 (9) a to e of the General Terms and Conditions of Contract before paying the card revenue to the Contract Partner.

(3) PAYONE shall be entitled to a right to withhold performance toward the Contract Partner, as soon as the annual credit card revenue of the Contract Partner exceeds the current limits specified by the card organisations for Payment Facilitators or Internet Payment Service Providers (IPSP). In the event that these limits have been exceeded, the Contract Partner shall be obliged to conclude a new acceptance agreement directly with the acquirer. PAYONE will support them in this case. No further claims of the Contract Partner shall exist.

(4) Insofar as the Contract Partner uses partner programs ("Affiliates") which guide potential customers to internet pages of third parties, they shall be published on the site, unless these are regular marketing measures, such as e.g. online marketing.

### 7 COMPLIANCE WITH PCI DSS AND CERTIFICATION

(1) The Contract Partner shall be obliged to comply, in full, with the applicable regulations

- of the Payment Card Industry Data Security Standards ("PCI DSS");
- the Mastercard-Side-Data-Protection-Programme ("SDP Programme"); and
- the Visa-Account-Information-Security-Programme ("AIS Programme")

during the entire term of the Agreement and to maintain them without interruptions by a recertification ("PCI Conformity"). They must, in particular, comply with these regulations when they store, process and transmit card data. PAYONE will provide the Contract Partner, at any time, with information on the PCI DSS, the SDP Programme and the AIS Programme.

(2) In accordance with the PCI DSS, the Contract Partner shall be obliged to complete, in full, the Self-Assessment Questionnaire (SAQ) and to provide it immediately to PAYONE. PAYONE will support them in the selection of the SAQ applicable to them.

(3) Insofar as that is required for the classification of the PCI Level of the Contract Partner under the applicable PCI Standards, they are obliged, at their expense, to

- a. have a quarterly security scan performed by a provider approved by the PCI Security Standards Council (PCI SSC) (Approved Scanning Vendor, ASV) and to immediately provide the results (Scan Report) to PAYONE;
- b. have the PCI Conformity also determined by the PCI SSC-accredited assessor (Qualified Security Assessor, QSA).

(4) The Contract Partner shall be obliged to immediately provide PAYONE with valid and up-to-date evidence on the successful or pending CI certification (Conformity Certificate).

(5) The Contract Partner will be able to find Approved Scanning Vendors (ASV) and Qualified Security Assessors (QSA) on the PCI SSC website (<https://de.pcisecuritystandards.org>). PAYONE will provide the Contract Partner with a list of accredited providers, at the latter's request.

(6) If the card organisation indicates a suspected data compromise, PAYONE and the Contract Partner shall be obliged to immediately inform each other. The Contract Partner shall be obliged to engage an assessor company approved by the card organisation with the preparation of a PCI audit report. It will verify whether the Contract Partner complies with the PCI standards and whether the card data in the systems of the Contract Partner or of companies engaged by them have been compromised by third parties.

(7) The Contract Partner must not store any authentication data (complete magnetic stripe data, CAV2/CVC2/CVV2/CID, PIN/PIN Block) after the authorisation of a card transaction.

(8) Regardless of whether the Contract Partner themselves store, process and/or transmit card data, they shall ensure, during the entire term of the Agreement, that all third parties engaged by the Contract Partner for storing, processing or transmitting card data or third parties involved in the processing of card transactions meet the requirements set forth under para. (1). In addition, the Contract Partner shall ensure that these third parties hold, during the entire term of the Agreement, a PCI certification meeting the requirements of PCI DSS as amended and comply with the other regulations of the card organisations. The Contract Partner shall be obliged to immediately provide PAYONE with valid and up-to-date evidence of the PCI Certifications of these third parties, at PAYONE's request. The Contract Partner shall ensure, in addition, that the third parties engaged by them for storing, processing or transmitting card data or those otherwise involved in processing card transactions, will immediately notify PAYONE, in writing, of their suspicion or knowledge of any compromise of card data in their systems and that they will cooperate, in full, with PAYONE, the card organisations and the investigation authorities and will clarify all details of any possible or actual compromise of card data.

## 8 SPECIAL RIGHTS OF TERMINATION AND RIGHTS TO WITHHOLD PERFORMANCE

(1) An important reason as defined in Art. 15 (4) of the General Terms and Conditions of Contract of PAYONE PaymentServices entitling PAYONE to a termination of the Agreement without notice shall exist, if the Contract Partner infringes on essential duties arising from these Special Terms and Conditions for PPS Payment Cards. That shall apply, in particular, if:

- a. the Contract Partner repeatedly and with recognisable intent requests the authorisation of card revenue for which no acceptance authorisation exists for the Contract Partner under Art. 2 (4); or
- b. the Contract Partner fails to meet the request of PAYONE to have themselves registered in line with the standards of PCI DSS in accordance with Art. 7 within an adequate period of time or fails to comply with the duty to; or
- c. the Contract Partner violates the regulations of the card organisations; or
- d. the Contract Partner is included in a penalty programme of the card organisations or if penalty payments are charged or threaten to be charged against the Contract Partner or against PAYONE in relation to the Contract Partner; or
- e. the share of the complained card revenue received from the card holder (charge-backs) exceed 1 %; in relation to the total number of transactions of the relevant Payment Card within one week or within one calendar month or if the total amount of the charge-backs of all Payment Cards exceeds € 5,000 per month; or
- f. the share of the card revenue delivered by the Contract Partner made with stolen/forged Payment Cards exceeds 1 % in relation to all revenue made with the relevant Payment Card (Fraud-to-Sales Ratio) over an assessment period of one calendar month; or
- g. the amount and number of the authorisation inquiries made by the Contract Partner and rejected by PAYONE have reached such a level that it is unreasonable for PAYONE to continue performing the Agreement.

(2) The termination provisions set forth in Art. 15 of the General Terms and Conditions of Contract for PAYONE PaymentService shall apply as a supplement.

## SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR ONLINE TRANSFER WITH PAYONE PAYMENTSERVICE

These Special Terms and Conditions of Contract apply if the Contract Partner and PAYONE have agreed on the processing of payments through the payment type "Sofort" (see Art. 1), "giropay" (see Art. 2) or "eps" (see Art. 3) through the PAYONE PaymentService ("PPS").

### 1 SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR „SOFORT“

#### (1) Subject Matter of the Service

- a. PAYONE shall receive payments on behalf of the Contract Partner which are made through the payment type "Sofort" as specified, in detail, in item 2, through the PPS and which are deposited on PAYONE's bank account provided for that purpose, and shall make them available and pay them to the Contract Partner in accordance with the General Terms and Conditions of.
- b. PAYONE shall forward to the Contract Partner any information on the receipt of the transfer order in accordance with item 2 a. The issue of guarantee declarations shall not be part of the services to be rendered by PAYONE in terms of the processing of transfers made by the payment type "Sofort".

#### (2) Functioning of the payment type „Sofort“

- a. "Sofort" means an online transfer for which the Contract Partner's Customer enters the data necessary for the transfer (in particular account details and their online banking authentication data) and thus initiates a transfer from their current account. Subsequently, the Contract Partner's customer is guided to an internet site of Sofort GmbH (part of Klarna Group). This site provides the Contract Partner's customer with a transfer form which the customer uses to make a transfer in favour of the PAYONE account by entering their personal online banking authentication data. PAYONE transmits an electronic payment confirmation to the Contract Partner stating each of the "Sofort" transactions which have been performed.
- b. The option to revoke a transfer order which has already been granted will depend solely on the terms and conditions of contract of the credit or payment institution of the Contract Partner's customer. PAYONE has no influence thereon and can also not prevent any future changes thereof.
- c. The Contract Partner is aware that, by way of a "Sofort" transfer, transactions can be performed via the most common credit and payment institutions in the countries which support "Sofort" and PAYONE. PAYONE will not be able to ensure that a customer of the Contract Partner is able to make a transfer from each of their bank accounts. In addition, PAYONE will not warrant that transfers can be made in the future by using the payment type "Sofort" through individual credit and payment institutions which currently offer this option. In addition, PAYONE will accept no liability for any abuse of authentication data by the Contract Partner's Customer or by third parties which are outside of their sphere of responsibility.

### 2. SPECIAL TERMS AND CONDITIONS GIROPAY WITH PAYONE PAYMENT SERVICE GIROPAY

#### GENERAL

These Special Terms and Conditions apply if the Merchant and PAYONE have agreed to payment settlement by means of the "giropay" payment method via the PAYONE Payment Service ("PPS").

#### (1) THE FUNCTIONING OF THE GIROPAY PAYMENT METHOD

giropay is an online payment method operated by paydirekt GmbH (giropay operator) for cashless payments in euro in electronic commerce under the uniform product name "giropay". giropay is based on the connection of account-holding institutions (hereinafter referred to as the Issuer or Issuer Institution) and offers secure authorisation and authentication mechanisms for the execution of account-based payments (transactions) between buyers or payers and providers. The giropay payment is made via a bank account of the Merchant's customer, which is used for the execution of cashless payments and is activated for online banking and from which the respective payment amounts are collected. If the customer selects the payment method "giropay" on the Merchant's website or app, they will automatically be redirected to a paydirekt website hosted by paydirekt GmbH ("paydirekt service provider"), on which they must authenticate themselves. The subsequent authorisation of the giropay payment is carried out through one of the following three options: by entering username and password or by means of biometric data via the giropay app; by entering online banking access data without prior authorisation, or by storing the girocard in the respective bank app.

#### (2) SUBJECT MATTER OF PERFORMANCE

- a. PAYONE shall accept payments made via the PPS by means of the payment method "giropay" as described in more detail in Section 1 and received in PAYONE's bank account held with its account-holding institution designated for this purpose on behalf of the Merchant and shall make them available and pay them out to the Merchant in accordance with the General Terms and Conditions of the PPS.

- b. PAYONE grants the Merchant the necessary rights of use to giropay in accordance with the giropay Rules & Regulations and the Style Guide by paydirekt GmbH.
  - c. PAYONE then connects the Merchant to the system operated by PAYONE to giropay via the system of paydirekt GmbH. PAYONE undertakes to receive from the Merchant the notification of an Issuer Institution's customer, triggered by the selection of the payment method "giropay" on the Merchant's website, who effects or wishes to effect a payment to the Merchant by means of a giropay transfer, and to forward it via the giropay operator, via which PAYONE is connected to the giropay system, to the respective Issuer Institution to which the order for giropay transfers is issued, in connection with the transmission of the conditional commitment to pay, if applicable, within the framework of giropay;
  - d. PAYONE assumes the processing of reported buyer protection cases.
  - e. PAYONE operates its own risk management and blocking systems to prevent fraud and other prohibited activities and is entitled to reject or block relevant giropay transactions.
  - f. The services to be provided by PAYONE do not include the provision of payment guarantees or of promissory notes.
  - g. PAYONE is entitled to forward the Merchant's data to its account-holding institution, the Issuer banks participating in the giropay system, the intermediary banks used by the Issuer banks as well as the giropay service providers in order to process "giropay" payments. PAYONE and the aforementioned third parties may use and process the data to process "giropay" payments.
  - h. PAYONE, the bank of the Merchant's customer, PAYONE's account-holding institution and the paydirekt service provider are entitled to give the name and trademarks of the Merchant in customary industry format as a reference to third parties.
- (3) FORWARDING/TRANSMITTING THE CONDITIONAL COMMITMENT TO PAY (APPLICABLE ONLY WHEN A MERCHANT'S OWN ACCOUNT IS USED)
- a. PAYONE is obliged to forward the corresponding transactions of the Merchant between the Issuer and the beneficiary within the context of giropay. Transactions are legitimised and commissioned by the Merchant's customers (payers) by selecting a means of authorisation which the customers have received from the Issuer. The conditional commitment to pay given by the Issuer is forwarded to the Merchant via PAYONE as the intermediary. With the sales authorisation, the Issuer declares that it will settle the Merchant's claim against the payer in the authorised amount of the giropay payment. A prerequisite for the settlement of the claim is that the payer's underlying transaction does not violate any legal prohibitions; and any required request for payment settlement (sales booking/capture) is made within a period of no more than twenty (20) calendar days.
  - b. An assignment of the conditional commitment to pay and/or the payment claim resulting from the conditional commitment to pay by the Merchant is excluded.
  - c. Claims of the Merchant as the beneficiary under the conditional commitment to pay expire six (6) weeks after transmission if the Merchant has not asserted the claim under the conditional commitment to pay in writing to PAYONE by that time.
- (4) BUYER PROTECTION CASE (APPLICABLE ONLY WHEN A MERCHANT'S OWN ACCOUNT IS USED)
- a. giropay buyer protection can be claimed by the buyer or payer of a successful giropay transaction and is a voluntary service offered by paydirekt GmbH.
  - b. Physical and digital goods paid for with giropay are eligible for buyer protection. If the Merchant has to ship one or more goods paid for with giropay in accordance with the underlying order and the delivery does not take place at all or in full to the specified delivery address, the buyer is entitled to apply to paydirekt GmbH for a refund of a giropay payment within the context of a buyer protection case.
  - c. Notification of the buyer protection case must be made by the buyer within one hundred (100) calendar days after the execution of the giropay payment. As a rule, this notification must be reported by the buyer in the giropay customer portal. The prerequisite for this is the activation of a giropay account, which can also be carried out after the giropay payment.
  - d. paydirekt GmbH shall determine the thresholds for transactions covered by the buyer protection and PAYONE shall notify the Merchant thereof prior to its participation in the giropay system. The Merchant shall be notified in text form of any changes to the thresholds four (4) weeks before they take effect.
  - e. The goods covered by and excluded from buyer protection are available for review on the paydirekt GmbH website at <https://www.giropay.de/faq/was-faellt-alles-unter-den-giropay-kaeuferschutz.html>.
  - f. In the event of a buyer protection case requiring the cooperation of the Merchant for clarification, a request for the submission of proof of contract performance will be sent by email. The Merchant shall then submit the proof to PAYONE within five (5) calendar days after the request, otherwise the measures listed under Section 4 (10) will be taken. Before the proof is sent, it must be checked to ensure that it meets the requirements set out in Section 4 (7). The proof shall be transmitted via email by directly replying to the request email.

- g. The shipping document must contain at least the following information: name and address of the Merchant as shipper, name of the logistics company as issuer of the shipping document, information that enables the shipping document to be allocated to the order claimed as not shipped, issue date of the shipping document as well as the delivery address (i.e. name and address of the recipient) and the delivery date or expected delivery date. The information must be identical to the information previously provided by the Merchant.
- h. If the order subject to complaint is for a digital good, the Merchant must provide suitable proof of the delivery of the good to the buyer. Depending on the provisions of the underlying purchase contract and its provisions on contract performance, this can be, for example, a receipt for a link sent enabling a download in connection with suitable proof of the download performed by the customer (log with time stamp).
- i. In addition to the aforementioned provisions, other documents can be submitted to prove that the Merchant is not required to ship the goods claimed as undelivered in accordance with the underlying order, that the payer's claim to delivery of the goods claimed as undelivered is not due, that the delivery period applicable to the order has not yet expired, or that the goods claimed as undelivered were not paid for using giro pay.
- j. If the Merchant does not respond within ten (10) calendar days or if the submitted proof does not meet the aforementioned requirements, paydirekt GmbH will arrange for the buyer to be repaid. paydirekt GmbH will provide notification of this by email. The repayment will be made automatically from the Merchant's account in agreement with PAYONE and the Merchant or a request will be made by paydirekt GmbH for settlement of the claim by PAYONE.

#### (5) OBLIGATIONS OF THE MERCHANT TO COOPERATE

- a. The Merchant shall be obliged to fulfil the obligations set out in the giro pay Rules & Regulations and the associated annexes during the entire term of the contract.
- b. The Merchant undertakes to comply with the obligations incumbent upon it in the event of a buyer protection case in accordance with Section 4. In the event of a buyer protection case, the Merchant shall grant paydirekt GmbH the right to issue a refund to the Merchant's customer at the expense of the Merchant.
- c. The Merchant undertakes to cooperate with PAYONE and the competent supervisory and law enforcement authorities, in particular, if serious payment security incidents arise, including data protection breaches.
- d. The Merchant undertakes to cooperate with efforts to prevent fraud and damages as well as in complaint management of buyer protection cases. For this purpose, the Merchant will provide PAYONE with suitable contacts, including telephone numbers and email addresses, which PAYONE can contact on banking days.
- e. giro pay is subject to thresholds for complaint, fraud and damage cases. PAYONE shall determine the thresholds and notify the Merchant thereof prior to its participation in the giro pay system. The Merchant will be notified in text form of any changes to the thresholds four (4) weeks before they take effect.
- f. At PAYONE's request, the Merchant must provide credible evidence of compliance with the obligations set out in this contract and its annexes. PAYONE has the right to have the information verified after giving reasonable notice, at least four weeks in advance. For this purpose, the Merchant must grant access to the relevant documents upon request and at its own expense.
- g. In order to protect the giro pay system, PAYONE is entitled to temporarily or permanently block the Merchant as well as agents from the giro pay system for justified reasons or to restrict participation. A justified reason exists in particular if:
  - the Merchant does not comply with the agreed thresholds for fraud and damage prevention and does not implement agreed measures within the agreed period of time,
  - the Merchant does not use the giro pay trademark in accordance with the provisions of Section 9,
  - the Merchant fails to comply with one or more of the specified conditions for admission to the giro pay system,
  - the Merchant does not comply with the thresholds for complaint cases (buyer protection cases) according to Section 4 and does not implement agreed measures within the agreed period of time,
  - or immediate intervention is necessary due to technical, fraud prevention or security reasons.

#### (6) REQUIREMENTS FOR ADMISSION TO THE GIROPAY SYSTEM

- a. The Merchant is prohibited from offering or using giro pay to pay for the following goods and services (exclusion list):
 

Business activities that are not permitted in Germany due to legal regulations are generally excluded. In addition, the following activities and companies are not authorised for the giro pay system:

  - Gambling activities of unlicensed or unregulated gambling industries, betting or lottery, online gambling, online gambling casinos whose providers are not listed on the official "whitelist" of the gambling supervisory authorities for the federal states.

- Online games that involve converting funds into virtual currency (surrogates), which can be used as a medium of exchange and converted back into funds.
- Trade in and manufacture of firearms, weapons of war and accessories, with the exception of trade in sporting and hunting weapons including accessories.
- Parties not covered by the law on political parties of the Federal Republic of Germany.
- Supply of goods or services to countries subject to embargo measures according to Sections 74 - 79 et seq. of the Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung, AWV).
- Collection agencies without presentation of a registration from the competent local or regional court in accordance with the Legal Services Act (Rechtsdienstleistungsgesetz, RDG).
- Unregulated financial service providers, payment service providers without the required permit, unregulated money exchanges, hawala transaction processors and special types of companies or private investment vehicles.
- Politically/religious/ideologically radical groups or inhuman associations.
- Online offers and/or services with a connection to red-light districts (e.g. prostitution) exist or are accepted.
- Companies or persons who violate the Narcotics Act (Betäubungsmittelgesetz, BtMG) through the production and distribution of substances that alter sensory perception.
- Platforms and exchanges that trade cryptocurrencies and do not fulfil the required licensing obligations of BAFIN.

PAYONE reserves the right to charge a risk surcharge for the following risk sectors:

Gambling, digital goods, financial services, cigarettes and tobacco, debt collection, prepaid cards, telecommunications, pharmaceuticals, online dating.

The sectors are determined based on the Merchant Category Code (MCC).

#### (7) TECHNICAL CONNECTION

- a. The Merchant is responsible for establishing and maintaining the connection of its systems to PAYONE's systems at its own expense.
- b. The Merchant is obliged to use the giro pay system in accordance with the technical specifications set out in the interface documentation. For this purpose, the Merchant can connect to the interfaces provided by PAYONE or use an agent.
- c. PAYONE will make the current description of the interfaces, specifications and processes available to the Merchant on its website or via email. The mandatory fields defined in the interface documentation required for the creation of master data for registration of the Merchant (e.g. Merchant incl. company name, MCC code, nature of the payment account, tax identification number, etc.) as well as for transaction processing (e.g. payment type, delivery address) must always be provided completely and truthfully.
- d. The Merchant must provide PAYONE with a contact (with telephone number and email address) for the technical operation, who can be reached by PAYONE on banking days; e.g. to answer questions in the event of technical abnormalities and incidents.
- e. In the event that the Merchant fails to comply with the obligations agreed herein for the use of giro pay or does so inadequately and, despite a written warning, fails to cease this breach of contract immediately, but no later than within a period of ten (10) days, and fails to remedy the consequences of the breach of contract immediately, PAYONE is entitled to block access to or the connection with giro pay for as long as the breach of contract persists or the consequences of the breach of contract have not been fully remedied.

#### (8) CHARGEBACK AND REFUND

- a. giro pay offers the option of chargebacks for giro pay transactions, in particular if the Merchant's payment claim against the Merchant's customer (payer) has expired or a repayment to the payer is desired for other reasons. In the event of a chargeback, any existing conditional commitment to pay in accordance with Section 3 shall lapse. The obligation to pay remains unaffected by this. Repayment shall be made via the same payment method originally used by the payer.
- b. In accordance with this agreement, the Merchant shall refund the amount of a giro pay payment on demand provided that the giro pay payment has already been settled, but one of the conditions and prerequisites for the conditional commitment to pay in accordance with Section 3 has not been fulfilled ("refund claim"). If the non-fulfilment only relates to parts of a giro pay payment, the amount of the refund claim is limited to the corresponding partial amount.
- c. Applicable only when a Merchant's own account is used: The chargeback and refund of the amounts shall be conducted by means of a transfer from the account given during the registration process for giro pay. The Merchant is therefore obliged to conclude a blank transfer agreement in accordance with the attached annex and to authorise paydirekt GmbH therein to execute the individual blank transfer orders in accordance with the chargeback notifications received via the merchant portal of paydirekt GmbH or the existing refund claims; paydirekt GmbH accepts this authorisation. The Merchant is not entitled to revoke or amend this blank transfer

agreement for the duration of its participation in giropay. A right to revoke or amend for good cause remains unaffected.

- d. Applicable only when a Merchant's own account is used: PAYONE intends to modify the payment process with regard to chargebacks and refunds at a later date. After the modification, the chargeback and refund amounts will be issued by direct debit from the account given during the registration for giropay. PAYONE will inform the Merchant four (4) weeks prior to the modification. The parties agree now that at the time of the notification of the modification, the previous process will cease to apply.

#### (9) RIGHTS OF USE

- a. PAYONE grants the Merchant a simple, time-limited, revocable, non-transferable right to use the giropay rights in connection with the giropay system.
- b. The trademarks may only be used in accordance with the requirements of the Style Guide. The Style Guide is available on the homepage of paydirekt GmbH at <https://www.giropay.de/haendler/info-center.html>. The Merchant is obliged to use the giropay trademarks only in unmodified form.
- c. The Merchant has an option to use marketing information and materials (logos, help texts, etc.) from paydirekt GmbH. These marketing materials are publicly accessible on the websites of paydirekt GmbH.
- d. The Merchant grants PAYONE a limited and non-exclusive right for the duration of the contract to use merchant information for advertising purposes in advertising materials and on websites of paydirekt GmbH and participating Issuers, if applicable, via link to the respective provider homepage.
- e. In the event of a particularly serious and/or repeated breach of the provisions governing the use of the giropay trademarks by the Merchant, PAYONE is entitled to terminate the contract without notice.

**Annex: Blank transfer agreement within the framework of the giropay system (applicable only when a Merchant's own account is used)**

### 3 SPECIAL TERMS AND CONDITIONS OF CONTRACT OF „EPS“

#### (1) Subject Matter of the Service

- a. PAYONE shall receive payments on behalf of the Contract Partner which are made through the payment type "eps" as specified, in detail, in item 2, through the PPS and which are deposited on PAYONE's bank account provided for that purpose, and shall make them available and pay them to the Contract Partner in accordance with the General Terms and Conditions of Contract of the PPS.
- b. In addition, PAYONE undertakes to perform the additional services:
  - (i) forward to the Contract Partner any information on the receipt of the "eps" transfer order in accordance with item 2 a.

The issue of guarantee declarations shall not be part of the services to be rendered by PAYONE as part of the processing of transfers made by the payment type "eps".

#### (2) Functioning of the payment type "eps"

- a. eps is an online transfer system under the eps e-payment standard as applicable in Austria. For this payment type, the information on recipient and purpose of any online transfer is automatically entered in the online banking template of the Contract Partner's customer. After the customer has specified the bank sort code or BIC of their credit or payment institution, they will automatically be guided to the login page of their credit or payment institution where they can log in by entering their authentication data. An online transfer template will be displayed after the successful login.

The Contract Partner's customer authorises the payment by entering a TAN and completes the payment transaction. PAYONE transmits an electronic payment confirmation to the Contract Partner regarding the individually performed transactions performed as "eps online transfers".

- b. The option to revoke a transfer order which has already been placed will depend solely on the terms and conditions of contract of the credit or payment institution of the Contract Partner's customer. PAYONE has no influence thereon and can also not prevent any future changes thereof.
- c. The Contract Partner is aware that transfer processes can currently be processed through the most common credit or payment institutions in Austria. PAYONE will not be able to ensure that a customer of the Contract Partner is able to make a transfer from each of their bank accounts in Austria. In addition, PAYONE will not warrant that transfers can be made in future by the payment type "eps" through individual credit and payment institutions which currently offer this option.

#### (3) Additional Duties of the Contract Partner

- a. The Contract Partner will offer the option "eps online transfer" in their web shop under the payment options available for buyers. The Contract Partner may, as an additional identifier, add the "eps" logo instead of "eps". In a second step, the Contract Partner's customer will then be allowed to select one institution from all credit or payment institutions which are connected to "eps" ("eps Banks"). The identification can also be made by a logo of the "eps" banks or a logo of the products.
- b. The Contract Partner will inform the customer in a clearly recognisable and easily accessible form, either directly next to the "eps online transfer" option shown on the order site of their web shop or at any other place on their internet site that the order they place for the transfer of the purchase price for the goods they have ordered in the web shop by way of "eps online transfer" is irrevocable.
- c. The Contract Partner is aware that under the applicable provisions of the Austrian Glücksspielgesetz [Gambling Law], it is prohibited to receive stakes for foreign games and to forward such stakes from domestic origin and that any violation thereof will be punishable by fines. The Contract Partner confirms and explicitly undertakes toward PAYONE that they will comply with the abovementioned prohibition. If the Contract Partner violates the prohibition set forth above, PAYONE shall be entitled to terminate the Agreement in terms of Art. 15 (4) of the General Terms and Conditions of PAYONE based on the violation of the above provision on the part of the Contract Partner, the Contract Partner will indemnify PAYONE of any and all claims and will take the place of PAYONE in any proceedings which might have been initiated.

### 4 SPECIAL TERMS AND CONDITIONS OF CONTRACT „IDEAL“

#### (1) Subject Matter of the Service

- a. PAYONE shall be obliged to accept in the corresponding bank account of PAYONE payments made via PPS using the payment method "iDEAL" as described in clause 2 on behalf of the contractual partner and to make these payments available to the contractual partner in accordance with the General Terms and Conditions of the PPS and to disburse these payments.
- b. Moreover, PAYONE commits to provide the following services:
  - (i) accepting the notification generated by the selection of the payment method "iDEAL" on the website of the contractual partner by an institute's customer, who is initiating a payment to the contractual partner via an iDEAL transfer or intends to do so ("institutional iDEAL customer"), from the contractual partner and forwarding it to the corresponding credit institute connected to iDEAL which is the addressee of the iDEAL transfer order ("iDEAL institute") via the company operating iDEAL and through which PAYONE is connected to the iDEAL system ("iDEAL operator");
  - (ii) forwarding the payment of the iDEAL institute made to PAYONE to the contractual partner in a case of warranty based on the warranty provisions set out in clause 3 ("iDEAL institute warranty").

PAYONE shall not be liable for the iDEAL institute meeting its iDEAL warranty obligations.

#### (2) Function of the payment method „iDEAL“

iDEAL is an online payment transfer service of Dutch banks in which information regarding recipient and reference of an online bank transfer are entered automatically into the online banking form of the participating iDEAL institute of the customer. After the customer entered the bank code or BIC of his iDEAL institute, he will be forwarded automatically to the login page of his iDEAL institute, where he logs in using his authentication information. Upon successful login, an online bank transfer form will appear on the screen, in which information in certain data fields can no longer be changed (e.g. recipient and reference). By entering a TAN, the customer of the contractual partner authorises the payment and thus completes the payment pro.

- (3) iDEAL institute warranty
- a. The iDEAL institute warranty is the guarantee of an iDEAL institute that a bank transfer order forwarded to the iDEAL institute via iDEAL for which PAYONE received a positive reply regarding successful completion of the online bank transfer order will actually be executed by payment of the full amount by the iDEAL institute into the bank account specified in the transfer order.
  - b. Apart from that, responsibility of PAYONE shall be limited to guaranteeing that a payment made subject to iDEAL institute warranty in regard to an iDEAL transfer to the contractual partner that has been received by PAYONE is forwarded to the contractual partner.
  - c. The iDEAL warranty applies unconditionally and irrevocably and shall be applicable in case of positive reply in regard to completion of an iDEAL transfer.
  - d. The iDEAL institute assumes an iDEAL institute warranty towards PAYONE, which shall apply in favour of the contractual partner in their internal relationship.
  - e. If the contractual partner receives no or a negative reply by PAYONE after forwarding of the notification specified in clause 1 b. i, the institutional warranty shall be deemed rejected.
- (4) iDEAL warranty case and asserting iDEAL warranty claims
- a. If an iDEAL transfer order is not executed despite a positive reply, resulting in the payment amount not being credited to the specified bank account of PAYONE ("iDEAL warranty case"), the contractual partner shall be obliged to assert the payment claim arising from the iDEAL institute warranty within one (1) week of receipt of the positive reply as follows, provided the following provisions are met:
    - (i) the guaranteed transaction amount was not received in the receiver's account within five (5) banking days; and
    - (ii) no more than four (4) weeks elapsed since the transaction date; and
    - (iii) a written e-mail notification of the contractual partner stating that an iDEAL warranty case occurred was sent to PAYONE using the following address: support@payone.com, including the transaction reference allocated by PAYONE, the transaction date and the amount payable.
  - b. PAYONE shall forward this information to the iDEAL institute immediately after receipt of this information in accordance with clause 4.
  - c. If the iDEAL warranty claim is justified, the corresponding iDEAL institute will immediately execute the transfer order and credit the amount of the queried iDEAL transfer to PAYONE. A "justified iDEAL warranty claim" occurs if the contractual partner has an actual, justified interest in asserting a corresponding iDEAL guarantee claim towards PAYONE. The contractual partner shall be obliged to present this interest and to provide proof for its existence. If the iDEAL warranty claim is not justified, no payment shall be made to the contractual partner.
  - d. If the conditions set out in clause 4 are not met, the contractual partner shall no longer be entitled to assert an iDEAL institute warranty claim. If PAYONE accepts the asserted iDEAL warranty claim for processing nevertheless, PAYONE shall be entitled to pass on any handling fees charged by the iDEAL operator to the contractual partner.
- (5) Further obligations of the contractual partner
- a. The contractual partner shall be obliged to only offer the payment method iDEAL in a manner enabling transfers to any and all of the iDEAL institutes connected to the iDEAL system. Connecting individual iDEAL institutes only shall not be permissible.
  - b. The contractual partner shall be obliged to offer the payment method iDEAL without charging additional fees.
  - c. The contractual partner shall be obliged to not require any account or authentication information of the customer of the contractual partner other than the bank identification code (BIC) in the course of the ordering process.
  - d. If the contractual partner wishes to require further customer information (especially the name of the customer, IBAN, etc.), the contractual partner shall be required to make it clear to the customer that disclosure of any further customer information in the course of the iDEAL payment process is voluntary. Additionally, if the contractual partner does require further customer information, he shall be obliged to publish an understandable, clearly recognisable help text explaining the request for additional information that can be accessed at any time.
  - e. The contractual partner shall be obliged to implement his ordering process and website in a manner that indubitably redirects the customer to the online bankingpage of his credit institute when initiating an iDEAL transfer and that allows the customer to verify this with the help of the institute's URL being displayed in the address bar of the browser and by accessing the security certificate.
  - f. In particular, the contractual partner shall be obliged to not utilise iframes when integrating the payment method iDEAL. The term "iframes" describes a technology with which online content is integrated into the website of the contractual partner without giving the user of the website the possibility to see that these are not proprietary contents of the contractual partner.
  - g. The contractual partner shall ensure continuous meeting of and compliance with the applicable regulations of iDEAL (iDEAL Rules & Regulations and Merchant Integration Guide) for the duration of the contract. PAYONE shall make these available to the contractual partner upon request.
  - h. Utilisation of e-mail link services in regard to the payment method iDEAL by the contractual partner shall require prior authorisation of PAYONE.

## SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR SEPA DIRECT DEBIT WITH PAYONE PAYMENTSERVICE

These Special Terms and Conditions of Contract shall apply, if the Contract Partner and PAYONE have agreed on the processing of payments made by the payment type "SEPA Direct Debit" through PPS.

### (1) Subject Matter of the Service

PAYONE shall receive payments on behalf of the Contract Partner which are made through the payment type "SEPA Direct Debit" as specified, in detail, in item 2, and which are collected from PAYONE's bank account provided for that purpose, and shall make them available and transfer them to the Contract Partner in accordance with the General Terms and Conditions of Contract of the PPS.

### (2) Functioning of the payment type „SEPA Direct Debit“

- a. SEPA Direct Debit is a payment transaction triggered in Euro by the Contract Partner as recipient of the payment within the Single Euro Payments Area ("SEPA") at the expense of the Contract Partner's customer's account held with their credit or payment institution in which the Contract Partner states the amount of the relevant payment.
- b. Before they deliver the SEPA Direct Debit transaction to PAYONE, the Contract Partner will obtain the authorisation in form of a suitable SEPA Direct Debit Mandate ("Mandate") for the collection of the amount to be paid which complies with the legal provisions and the legal conditions in order to enable the settlement thereof assigned by PAYONE and the mandate reference issued by PAYONE. After the cancellation of the mandate, the Contract Partner must keep this legally prescribed form for a period of no less than fourteen (14) months, calculated from the date of maturity of the last collected SEPA Direct Debit and shall immediately submit it to PAYONE, at the latter's request. In addition, the provisions set forth in Art. 10 of the General Terms and Conditions of Contract of PPS shall apply. The Contract Partner will guarantee that the mandate has been issued effectively. If the Contract Partner violates the provisions set forth above, PAYONE shall be entitled to terminate the Agreement under the provisions of Art. 15 (4) of the General Terms and Conditions of Contract of PPS.
- c. No debit will be made on the account or such will be reversed no later than on the second bank working day after it was made (charge-back), if:
  - (i) PAYONE has received a revocation of the SEPA Direct Debit mandate;
  - (ii) the Contract Partner's customer does not have a credit balance on their account or has no credit line which suffices to cover the amount (insufficient cover); PAYONE will not collect partial amounts;
- d. the direct debit cannot be processed as the direct debit record
  - (i) does not contain the creditor identification number assigned by PAYONE or if it is recognisably incorrect; or
  - (ii) does not contain the mandate reference issued by PAYONE; or
  - (iii) does not contain a date of issue of the mandate; or
  - (iv) does not contain a date of maturity.

In addition, the provisions set forth in Art. 6 (2) and (3) of the General Terms and Conditions of Contract of PPS shall apply.

### (3) Additional Duties of the Contract Partner

- a. The Contract Partner shall ensure that, during the term of the Agreement, they comply with all prescribed procedures of the payment type, such as e.g. transfer of IBAN to address accounts, use of different direct debit types (First, Recurrent, One-Off, Final), the granting or storing of mandates as well as the communication of advance notices and the obligation to provide pre-notifications in accordance with the requirements set forth in the regulations of the European Payments Council (EPC) and of the German credit business. That includes, in particular, the obligation of the Contract Partner to perform the following services:
  - (i) to forward the creditor identification number assigned by PAYONE to the customer of the Contract Partner;
  - (ii) to forward the mandate reference assigned by PAYONE to the Contract Partner's customer;
  - (iii) to send the pre-notification to the customer of the Contract Partner with the following contents:
    - the creditor identification number assigned by PAYONE;
    - the mandate reference assigned by PAYONE;
    - the amount;
    - the date of collection.
- b. The Contract Partner shall be obliged to only deliver to PAYONE a SEPA Direct Debit transaction if the goods or services underlying the transactions have been provided to the Contract Partner's customer or when the Contract Partner's customer has agreed to a permanently recurring debit of their account.

## SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR SEPA TRANSFER WITH PAYONE PAYMENTSERVICE

These Special Terms and Conditions of Contract shall apply when the Contract Partner and PAYONE have agreed on the processing of payments made by the payment type "SEPA Transfer" through the PAYONE PaymentService ("PPS"), such as e.g. invoice or cash in advance.

### (1) Subject Matter of the Service

PAYONE shall receive payments, on behalf of the Contract Partner, which are made through the payment type "SEPA Transfer" as specified, in detail, in item 2, and which are deposited in PAYONE's bank account provided for that purpose and shall make them available and pay them to the Contract Partner in accordance with the General Terms and Conditions of Contract of the PaymentService (PPS).

### (2) Functioning of the payment type „SEPA Transfer“

In a SEPA Transfer, the customer of the Contract Partner who is liable to make a payment gives an instruction to the credit or payment institutions at which they hold their account to transfer deposit money at the expense of their account to the credit or payment institutions of PAYONE as recipient within the Single Euro Payments Area ("SEPA").

### (3) Additional Duties of the Contract Partner

The Contract Partner shall ensure the Contract Partner's customer will make the transfer by stating the purpose pre-scribed by PAYONE and exclusively to the bank account of PAYONE. PAYONE shall be entitled to return to the transferring party any payments which, after a manual control and research, cannot be uniquely allocated, beyond doubt, as a payment transaction of the Contract Partner.

## SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR BANCONTACT WITH PAYONE PAYMENTSERVICE

These Special Terms and Conditions of Contract shall apply if the Contract Partner and PAYONE have agreed on handling payments using the "Bancontact" payment method via the PAYONE Payment Service ("PPS").

### (1) Subject Matter of the Service

- a. PAYONE shall handle any transactions submitted by the Contract Partner to PAYONE according to contract that have been initiated using a debit card pursuant to the "Bancontact" payment method explained in greater detail in clause 2 and shall settle the payment processes underlying the transactions.
- b. PAYONE shall receive on behalf of the Contract Partner and make available and disburse to the Contract Partner in accordance with the General Terms and Conditions of Contract of the PPS any payments effected using the "Bancontact" payment method explained in greater detail in clause 2 and credited to the bank account of PAYONE intended to this end.

### (2) Functioning of the „Bancontact“ Payment Method

- a. Bancontact is a payment procedure based on a debit card issued by credit institutions to customers. By entering the debit card information and the related PIN, the Contract Partner's customer can directly initiate payment from his/her bank account.
- b. The implementation of a payment and the possibility to revoke a payment order already placed shall be solely governed by the terms and conditions of contract of the credit institution of the Contract Partner's customer. PAYONE has no influence on this and cannot prevent any future modifications either.
- c. In case of any crediting order, PAYONE shall instruct the relevant debit card issuer in the name of the Contract Partner to credit the amount of the debit card credit voucher to the card holder; the Contract Partner shall herewith authorise PAYONE accordingly. PAYONE shall be entitled to redebit any payment already effected.
- d. Outside its sphere of responsibilities, PAYONE shall not be liable for any misuses of authentication data by the Contract Partner's customers or by third parties.

### (3) Additional Duties of the Contract Partner

- a. The Contract Partner must inform its customers of the "Bancontact" payment method and its function in a clear and easily accessible manner and point out that payment instructions made via the "Bancontact" payment method are irrevocable.
- b. The Contract Partner must display and accept the "Bancontact" payment method equally and separately alongside the other payment methods offered by it and shall not make the "Bancontact" payment method look worse in its distribution channels and in advertising measures than the other payment methods offered by it.
- c. The Contract Partner shall not offer or sell its goods or services to customers selecting the "Bancontact" payment method at higher prices or under less favourable conditions than to customers effecting payments with other methods. The Contract Partner shall, in particular, not charge any additional costs nor request any securities ("No Surcharge" principle).
- d. The Contract Partner may accept payments via the "Bancontact" payment method only for the purpose of paying for goods already delivered or still to be delivered and for services already rendered or still to be rendered by the Contract Partner which are delivered or rendered based on a contractual agreement between the Contract Partner and the customer.
- e. In addition to the excluded sectors specified in section 2(6) of the General Terms and Conditions of Contract, the Contract Partner must not use the "Bancontact" payment method for goods and services from the following sectors, offer them to its customers or make them available to them in any other manner whatsoever either:
  - (i) legally prohibited goods and services of any kind; goods and services prohibited from being promoted or offered; and goods and services associated with illegal, obscene or pornographic contents;
  - (ii) goods or services, the promotion, offering or distribution of which entails any violation of third-party rights, especially of copyrights and intellectual property rights;
  - (iii) goods and services, the subject matter of which is any glorification of war and terrorism;
  - (iv) materials prompting any exercise of sexual or physical violence against individuals;
  - (v) materials suitable for being classified as "hate speech" or as an incitement to violence against specific groups based on their race, gender, religion, sexuality or physical and mental abilities;
  - (vi) archaeological finds;
  - (vii) drugs, narcotics and substances producing psychotropic effects;

(viii) goods subject to a trade embargo;

(ix) media liable to corrupt the young, where offering such media violates the respective applicable statutory provisions on youth protection;

(x) body parts and other mortal remains of human beings;

(xi) memorabilia of the Nazi era, especially articles and other publications;

(xii) protected species of animals and plants; and

(xiii) telephone lottery offers

f. The Contract Partner must not use the "Bancontact" payment method to verify the identity or age of any of its customers.

g. The Contract Partner acknowledges that PAYONE and third parties engaged by PAYONE may perform verifications in connection with the "Bancontact" payment method. The Contract Partner shall assist PAYONE and the third parties engaged by PAYONE in doing so to a reasonable extent and shall provide any information requested in this context.

h. The Contract Partner is aware of the fact that "Bancontact" payments can currently be executed by most of the bank accounts kept with Belgian banks. PAYONE cannot ensure, however, that a customer of the Contract Partner will be able to effect a "Bancontact" payment from every bank account in Belgium. Moreover, PAYONE does not assume any warranty for ensuring that any "Bancontact" payments that can currently be executed with a Belgian bank can also be effected with such bank in the future.

## SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR SECURE INVOICE WITH PAYONE PAYMENTSERVICE

These Special Terms and Conditions of Contract shall apply if the Contract Partner and PAYONE agreed on the handling of payments using the "Secure Invoice" payment method via the PAYONE PaymentService ("PPS").

### (1) Subject Matter of the Service

To this end, the contracting partner shall offer its receivables for purchase by PAYONE and shall assign them to PAYONE in acc. with these Terms and Conditions of Contract. The commissioning (activation) of the Secure Invoice payment method (DE, AT, CH only) within the scope of the PAYONE PaymentService ("PPS") shall be automatically associated with the partial termination (deactivation) of the Invoice payment method (for the countries DE, AT, CH).

### (2) Acquisition of Receivables

- a. The contracting partner shall offer receivables from the Secure Invoice payment method from distance selling transactions for purchase by PAYONE. The receivables offered shall be those which arose due to any sale on invoice with a payment term and whose payment has already been dunned by the contracting partner after the invoice has become due, provided that:

- (i) it is an order of a consumer and/or entrepreneur;
- (ii) it is a receivable against an orderer having its place of residence or business in Germany, Austria or Switzerland;
- (iii) the debtor is a person of full legal capacity;
- (iv) it is an order of a customer registered with the contracting partner;
- (v) the receivable originates from a delivery and/or service rendered by the contracting partner in its ordinary course of business;
- (vi) the receivable does not result from the disbursement of cash;
- (vii) the delivery does not constitute vouchers (acc. to Section 807 BGB) or prepaid credits for services and products, such as tickets (e.g. train, event, flight, etc.);
- (viii) the delivery address is in line with the invoice address;
- (ix) the contracting partner has made the customer subject to a security check by the risk management platform of PAYONE before acceptance of the order resp. initiation of the respective payment dialogue and the implementation of the security check did not result in any negative criteria (such as dishonoured direct debits, collection procedure, insolvency proceedings applied for or initiated, affidavits/requests for financial status information, warrants, compulsory enforcement measures, etc.) and the person is known at the invoice address under the name and surname indicated;
- (x) no payment term of more than 21 days was offered for any purchase on invoice;
- (xi) not more than 10 days have passed between return debit note and receipt of the transaction data by PAYONE;
- (xii) the contract partner dispatched the ordered items no later than 21 days after the security check by PAYONE, with the outgoing mail date being authoritative;
- (xiii) the payer neither exercises any right of revocation, return or appeal due to it nor raises any other objections or defence against the receivable;
- (xiv) the receivable is or was not modified retroactively in terms of existence or amount based on any agreement with the payer;
- (xv) PAYONE cannot exclude individual items or groups of goods from the area of application of the agreement and thus from the obligation to acquire receivables, provided that this would significantly influence the contractually agreed conditions model. In this case, the contracting partner has the right to deactivate the purchase on invoice within a time limit of 60 days after notification of the exclusion request declared by PAYONE. The receivables shall continue to be covered by the area of application of the agreement until the aforementioned time limit has been deactivated resp. lapsed. Irrespective of the time limit, the contracting partner shall strive to perform the deactivation as quickly as possible.

- b. PAYONE shall be entitled to refuse the purchase of individual receivables of the contracting partner. If PAYONE refuses to purchase a receivable, PAYONE shall inform the contracting partner thereof in the course of the technical transmission of the receivable.

- c. The assignment of receivables shall be further subject to the additional condition precedent that the contracting partner provides the following information to ensure handover of the collection operations to PAYONE:

- (i) title of the customer;
- (ii) surname and name of the customer;

- (iii) date of birth of the customer;
- (iv) invoice address of the customer;
- (v) e-mail address of the customer;
- (vi) order date;
- (vii) invoice data (customer number, invoice number, amount, maturity);
- (viii) sales data of the customer for the past 24 months, indicating the date of receipt of payment and the payment method, less returns;
- (ix) order data incl. designation and item number;
- (x) receipted proof of delivery upon request;
- (xi) phone number of the payer (optional).

- d. Upon receipt of partial payments on receivables, the contracting partner shall solely assign such part of the receivable to PAYONE that corresponds to the amount of the payment received. The purchase price for the partially assigned receivable shall likewise arise on a proportional basis, minus the agreed discount.

- e. PAYONE shall assume the delcredere risk and shall offer the contracting partner a payment guarantee, unless agreed otherwise between the contracting partner and PAYONE.

### (3) Maximum Limits

Shopping carts with less than € 20.00 (incl. VAT) of revenue may not be ordered with the Secure Purchase on Invoice payment method.

### (4) Receivables Purchase Price

If PAYONE is obliged to acquire the receivable, PAYONE shall pay to the contracting partner in case of a purchase on invoice with payment term a purchase price in the amount of the principal claim.

### (5) Receivables Assignment

- a. If PAYONE has acquired a receivable, the contracting partner shall be obliged to assign the receivable to PAYONE. The assignment shall be effected by handover of the receivables documents to PAYONE. Handover of the receivables documents shall be effected upon handover in electronic form.

- b. The assignment shall be made on the day after expiry of the payment period set with the last dunning.

- c. PAYONE shall accept the assignment.

### (6) Receivables Risk

- a. PAYONE shall basically bear the risk of the debtor's failure of payment resp. inability to pay for all receivables acquired by the contracting partner (delcredere).

- b. The contracting partner shall bear the verity risk and undertakes to exclusively offer for purchase and assign own, legally non-defective and exiting receivables to PAYONE which are undisputed and legitimate as well as unencumbered and free of third-party rights. Receivables shall be deemed legitimate, in particular, if their establishment or assertion violates a legal prohibition or good morals, runs evidently counter to protection of minors regulations or where an average observer gains the impression that they are not rooted in a legal basis.

- c. Regarding freedom from defects, the contracting partner shall guarantee that the receivables will not be subsequently modified in their legal validity, especially not brought to expiration by any agreement with the debtor or through appeal or set-off. Furthermore, it shall guarantee that the goods delivered resp. to be delivered are according to contract and that the debtor cannot assert, for ex., set-off and offsetting, appeal, reduction, withdrawal, compensation for damages, subsequent performance or subsequent improvement.

- d. In the aforementioned cases PAYONE shall not be liable in any way. PAYONE can demand that the contractual partner remedy the legal defect of the claim. After fruitless expiry of the period PAYONE can reduce the purchase price, withdraw the debt purchase as well as claim damages. In this case, any purchase price already paid by PAYONE must be refunded to PAYONE without undue delay.

### (7) Disputed Receivables

If any dispute exists between the contracting partner and its customer on the legitimacy of any receivable, withdrawal, appeal, revocation or any other objection or plea, the contracting partner shall be obliged to bring about legal clarification.

### (8) Due Diligence and Cooperation Obligations of the Contracting Partner

- a. The contracting partner shall be obliged to integrate the data protection texts for the credit assessment and the mathematical methods (ScoreCard) into its General Terms and Conditions (GTC). It shall guarantee that the General Terms and Conditions are accepted again for each order by a simple opt-in (ticking the check-in box). It shall ensure that the activation of the check-in box incl. date, time, GTCs version and order data will be stored resp. archived for at least five years and that PAYONE can retrieve this data at any time.

- b. The contracting partner shall comply with the time limits for the information to be delivered by it.
  - c. Any changes in the online ordering process shall be coordinated with PAYONE in advance and shall not be implemented without PAYONE's agreement.
  - d. The contracting partner shall be obliged to electronically provide the customer's original invoice underlying an assigned receivable upon request by PAYONE.
- (9) Incoming Payments
- a. If PAYONE has acquired and advanced a receivable, the contracting partner's customer shall effect payments directly to PAYONE.
  - b. Incoming payments on receivables acquired by PAYONE on a bank account of the contracting partner shall be accepted by the contracting partner as trustee for PAYONE. Such incoming payments shall be immediately forwarded to PAYONE with the associated payment documents.

## SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR ALIPAY WITH PAYONE PAYMENTSERVICE

These Special Terms and Conditions of Contract shall apply if the Contract Partner and PAYONE have agreed on the processing of payments using the "Alipay" payment method via the PAYONE PaymentService ("PPS").

### (1) Performance Subject

- a. PAYONE shall handle any transactions submitted by the Contract Partner to PAYONE according to contract that have been initiated pursuant to the "Alipay" payment method explained in greater detail in clause 2 and shall settle the payment processes underlying the transactions.
- b. PAYONE shall receive on behalf of the Contract Partner and make available and disburse to the Contract Partner in accordance with the General Terms and Conditions of Contract of the PPS any payments effected using the "Alipay" payment method explained in greater detail in clause 2 by means of the PPS and credited to the bank account of PAYONE intended to this end.

### (2) Functioning of the payment method „Alipay“

- a. "Alipay" is a payment system operated by the Alibaba Group that enables customers who have a Chinese bank account and have registered with "Alipay" to make cross-border online payments as well as cross-border in-store payments by means of a QR code generated in the mobile terminal device via the Alipay app. A payment transaction is initiated either using the traditional Alipay Checkout function or using the Alipay Express Checkout function.
- b. PAYONE has a right to refuse performance towards the Contract Partner regarding the Alipay Express Checkout function as soon as the Alipay Express Checkout service is discontinued temporarily or permanently by the operator of the "Alipay" payment method due to an excessive occurrence of unauthorised payments or for other risk-prevention reasons.
- c. In case of any crediting order, PAYONE shall instruct the operator of the "Alipay" payment method in the name of the Contract Partner to credit the amount of the crediting order to the relevant customer; the Contract Partner shall herewith authorise PAYONE accordingly. PAYONE shall be entitled to debit any payment already effected.
- d. Outside its sphere of responsibilities, PAYONE shall not be liable for any misuses of authentication data by the Contract Partner's customers or by third parties.

### (3) Further obligations of the Contract Partner

- a. The Contract Partner must inform its customers of the "Alipay" payment method and its function in a clear and easily accessible manner and point out that payment instructions made via the "Alipay" payment method are irrevocable.
- b. The Contract Partner must display and accept the "Alipay" payment method equally and separately alongside the other payment methods offered by it and shall not make the "Alipay" payment method look worse in its distribution channels and in advertising measures than the other payment methods offered by it.
- c. The Contract Partner shall not offer or sell its goods or services to customers selecting the "Alipay" payment method at higher prices or under less favourable conditions than to customers effecting payments with other methods. The Contract Partner shall, in particular, not charge any additional costs nor request any securities ("No Surcharge" principle).
- d. The Contract Partner may accept payments via the "Alipay" payment method only for the purpose of paying for goods already delivered or still to be delivered and for services already rendered or still to be rendered by the Contract Partner which are delivered or rendered based on a contractual agreement between the Contract Partner and the customer.
- e. In the case of payments made using the "Alipay" payment method, the Contract Partner is obligated to adhere to a transaction limit of RMB 50,000 per day per customer.
- f. The Contract Partner acknowledges that PAYONE, third parties engaged by PAYONE as well as the operator of the "Alipay" payment method may perform verifications in connection with the "Alipay" payment method. This includes a verification of the Contract Partner, especially regarding any financial risks as well as possible contractual violations. The Contract Partner shall assist PAYONE, the third parties engaged by PAYONE as well as the operator of the "Alipay" payment method in doing so to a reasonable extent and shall provide any information requested in this context.
- g. In addition to the excluded sectors specified in section 2(6) of the General Terms and Conditions of Contract, the Contract Partner must not use the "Alipay" payment method for the following goods or services, offer them to its customers or make them available to them in any other manner whatsoever either:
  - (i) prohibited political audiovisual products, publications or channels, confidential state documents or information as well as goods or services that enable the formation of illegal assemblies;
  - (ii) goods and services in connection with gambling, raffles, lotteries, snowball systems or multi-level marketing;

- (iii) narcotics and associated means, weapons of all types (including daggers, shotguns, clubs, electric shock weapons and accessories), replicas of weapons, ammunition and explosives, military or police equipment, advantages or property obtained from criminal acts, criminal means for committing crimes, firework articles, toxic substances and hazardous chemicals that are prohibited under the applicable law and/or the law of the People's Republic of China, aphrodisiacs, anaesthetic, psychotropic or prescription medicine prohibited in the People's Republic of China, illegal, non-registered medical devices, services that facilitate acts of cheating with plagiarisms and examination papers;
- (iv) goods or services in connection with crowd funding, cash payments from credit financing sources (e.g. credit cards), counterfeit money, illegal sale of financial information (e.g. information about bank accounts or bank cards), shares or other securities, investment funds, insurance, insurance platforms, financial products, financial services, gold investments, bank transactions, discount or cashback offers, software or other products that serve the trading of financial products and information, prepaid cards for a one-time purpose (including gift vouchers and other charge cards), prohibited or non-registered fund raising, foreign currency conversion offers, trading or distribution of currencies, peer-to-peer credit services, instalment payment transactions, trading with invoices issued in the People's Republic of China, trading and sale of virtual currencies such as Bitcoins or Litecoins, auctions, pawnbroking;
- (v) medical services including medical consulting services, hypnotherapy and plastic surgery, human organs, surrogacy services, foetal sex determination;
- (vi) malware, hacking software or other malicious software, video chat services, websites, publications and other with religious content, services in connection with online graveyards or ancestor worship, satellites, antennae, espionage instruments as well as other goods or services that violate the privacy of third parties, trading of personal data such as ID information as well as other information that violates the privacy of third parties, illegal publication of certificates;
- (vii) dating services, goods and services that violate legal specifications, falsified or counterfeit food, online sale of tobacco and cigarettes, crude oil, real estate, charities, smuggled goods, archaeological objects and objects of cultural and historical significance, seeds, illegal sale of tickets to events such as the Olympic Games or the world's fair, sale of animals, plants or products with contagious and dangerous diseases or from areas in which a contagious epidemic has broken out, or species under special protection;
- (viii) audiovisual products, channels, publications and erotic services with pornographic or vulgar contents;
- (ix) goods and services, the subject matter of which is any glorification of war and terrorism;
- (x) materials prompting any exercise of sexual or physical violence against individuals;
- (xi) materials suitable for being classified as "hate speech" or as an incitement to violence against specific groups based on their race, gender, religion, sexuality or physical and mental abilities;
- (xii) archaeological finds;
- (xiii) drugs, narcotics and substances producing psychotropic effects;
- (xiv) goods subject to a trade embargo;
- (xv) media liable to corrupt the young, where offering such media violates the respective applicable statutory provisions on youth protection;
- (xvi) body parts and other mortal remains of human beings;
- (xvii) memorabilia of the Nazi era, especially articles and other publications;
- (xviii) protected species of animals and plants and
- (xix) phone lottery offerings.

## SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR WECHAT PAY WITH PAYONE PAYMENTSERVICE

These Special Terms and Conditions of Contract shall apply if the Contract Partner and PAYONE have agreed on the processing of payments using the „WeChat Pay“ payment method via the PAYONE PaymentService („PPS“).

### (1) Subject Matter of the Service

- a. PAYONE will process transactions submitted by the Contract Partner to PAYONE in accordance with the contract, which were initiated in accordance with the payment method „WeChat Pay“, which is explained in more detail in section 2, and will settle the payment transactions underlying the transactions.
- b. Payments, which are made by means of the payment method „WeChat Pay“ via PPS, which is explained in more detail in section 2, and which are deposited on the bank account of PAYONE provided for this purpose, will be accepted by PAYONE on behalf of the Contract Partner and will be made available and paid out to the Contract Partner in accordance with the General Terms and Conditions of the PPS.

### (2) Functioning of the payment method „WeChat Pay“

- a. „WeChat Pay“ is a mobile payment method that allows customers from the People's Republic of China who have deposited their account data with the messaging service WeChat to pay for goods and services via their smartphone. Customers who wish to pay an online merchant using „WeChat Pay“ are shown a special QR code on the merchant's website, which they can scan with their smartphone and a special WeChat Pay app. The payment details are then displayed to the customers on their smartphones. The payment process is authorized by entering a secret code on the customer's smartphone.
- b. PAYONE will instruct the operator of the „WeChat Pay“ payment procedure in the name of the Contract Partner in the case of a credit note order to credit the respective customer with the amount of the credit note order; the Contract Partner hereby authorizes PAYONE accordingly. With already performed payment PAYONE is entitled to the back debit.
- c. PAYONE is entitled to temporarily suspend or permanently stop the processing of payments by means of the „WeChat Pay“ payment method if and insofar as the provider of the „WeChat Pay“ payment method ceases to provide its services. This is especially true in cases where the Contract Partner violates his contractual or legal obligations or the legitimate interests of the provider of the „WeChat Pay“ payment method or, in his reasonable opinion, carries out risky or unusual transactions.
- d. Subject to further transaction limits notified to the Contract Partner in accordance with section 3 (1) of the General Terms and Conditions of Contract, the Contract Partner must comply with the following transaction limits when making payments using the „WeChat Pay“ payment method: USD 10,000 per transaction, USD 20,000 daily per customer and USD 50,000 annually per customer.

### (3) Further obligations of the Contract Partner

- a. The Contract Partner must inform its customers clearly and in an easily accessible manner about the „WeChat Pay“ payment method and its operation and must point out that payment orders made using the „WeChat Pay“ payment method are irrevocable.
- b. The Contract Partner must present and accept the payment method „WeChat Pay“ on its website on an equal footing and separately from the other payment methods offered by it. Use of the „WeChat Pay“ logo for other purposes is not permitted.
- c. The Contract Partner will not offer or sell its goods or services to customers who choose the payment method „WeChat Pay“ at prices or conditions that are higher or less favourable than the prices and conditions at which it offers or sells its goods or services to customers who choose another payment method. In particular, the Contract Partner shall not charge any additional costs or require any securities for the use of the payment method „WeChat Pay“ („NoSurcharge“ principle).
- d. The Contract Partner is obliged to keep the original receipts and relevant transaction data of all „WeChat Pay“ payments for a period of at least five years from the transaction date.
- e. The Contract Partner may accept payments via the „WeChat Pay“ method of payment exclusively for the purpose of payment for goods already delivered or to be delivered by the Contract Partner and services already delivered or to be delivered on the basis of a contractual agreement between the Contract Partner and the customer.
- f. The Contract Partner may use the payment method „WeChat Pay“ only for the payment of the following goods and services:
  - (i) Clothing, accessories, bags;
  - (ii) Gifts, flowers, souvenirs;
  - (iii) Outdoor, sports, fitness and safety equipment;
  - (iv) musical instruments;

- (v) Watches, glasses, contact lenses;
- (vi) Jewelry, accessories;
- (vii) Furnishings, building materials, decoration, textiles;
- (viii) Food;
- (ix) Products from the health sector, supplements;
- (x) Housewares;
- (xi) Personal care products, contraceptives;
- (xii) Beauty make-up, skin care products;
- (xiii) Handicraft items, pots, interior decoration;
- (xiv) Cars, motorcycles, bicycles, accessories, converted vehicles;
- (xv) Digital products;
- (xvi) Office equipment;
- (xvii) Books, audio products, stationery and
- (xviii) Animal feed

- g. The Contract Partner acknowledges that PAYONE and third parties commissioned by PAYONE can carry out checks in connection with the payment method „WeChat Pay“. The Contract Partner shall support PAYONE and the third party commissioned by PAYONE to a reasonable extent and provide information requested in this connection.

## SPECIAL TERMS AND CONDITIONS BUY NOW, PAY LATER WITH PAYONE PAYMENT SERVICES

The Special Terms and Conditions apply if the Contract Partner and PAYONE have agreed on the processing of "Buy Now, Pay Later (BNPL)" payments by means of the payment methods secured purchase on account and instalment purchase or secure direct debit via the PAYONE Payment Service ("PPS").

### (1) Subject of performance

a. These Special Terms and Conditions define the provision of "Buy Now, Pay Later (BNPL)" by means of the payment methods secure instalment purchases and secured purchases on account and the direct debiting process for customers of online merchants (the "BNPL Payment Methods") and the associated purchase of receivables by PAYONE from the Contract Partner. The subject of these Special Terms and Conditions is the provision of the BNPL Payment Method for the Contract Partner's customers (in each case the "End Customer"). The Contractual Partner may offer all BNPL payment methods to end customers who are to be classified as consumers within the meaning of Section 13 of the German Civil Code (in its current version „BGB“) or Section 1 (1) 22 of the Consumer Protection Act (in its current version „KSchG“) and who have a place of residence in Germany or Austria („B2C end customers“). End customers who are to be classified as entrepreneurs within the meaning of § 14 BGB and have their registered office in Germany („B2B end customers“) have secure purchase on account at their disposal. This includes the ongoing purchase of monetary claims (including ancillary rights) of the Contract Partner against an End Customer arising from a contract concluded between the Contract Partner and the respective End Customer for the purchase of goods or services (in each case the "End Customer Contract"), for which the respective End Customer has chosen a BNPL Payment Method as the payment method ("Merchant Receivables"), as well as the provision of the technical interface, the software-supported risk assessment of the End Customer, checkout integration and claim administration (including the order processing and the provision of payment information) and the administration and response to End Customer enquiries.

b. If there are discrepancies in content between the General Terms and Conditions and the Special Terms and Conditions Buy Now, Pay Later (BNPL), the provisions of the Special Terms and Conditions Buy Now, Pay Later (BNPL) shall take precedence.

c. "Ancillary rights" shall mean ancillary rights with respect to the respective Merchant Receivables, in each case irrespective of whether they are transferred together with the respective Merchant Receivables by operation of law in accordance with Section 401 German Civil Code ("BGB" (Bürgerliches Gesetzbuch) in its currently valid version), in particular:

- (i) collateral related to the Merchant Receivables;
- (ii) claims arising from trade credit, transport, burglary, theft, fire and default insurance;
- (iii) quasi-contractual claims, claims for unjust enrichment and claims in tort;
- (iv) conditional claims of the Contract Partner for surrender or return from a direct owner
- (v) overriding claims, design rights, rights of withdrawal and contestation, as well as all other legal positions, interest claims, claims for damages, warranty claims, claims for contractual penalties against End Customers or third parties who are the direct owners of the goods and
- (vi) other claims against third parties in connection with the Merchant Receivables (e.g. claims against central regulators and purchasing associations, claims against carriers), in addition to other ancillary rights in connection with the Merchant Receivables or the underlying legal transactions and contracts.

Additional and new claims against the End Customer arising from the reversal of the End Customer Contract (e.g. return costs) are not ancillary rights.

### (2) Claim acquisition and assignment

The purchase of individual Merchant Receivables by PAYONE from the Contract Partner must be carried out according to the procedure described below:

a. If the respective End Customer has selected a BNPL Payment Method, a software-based risk assessment is carried out to determine the likelihood of payment. During the risk assessment, the identity and creditworthiness of the respective End Customer and the likelihood of fraud being committed by the respective End Customer are checked and evaluated based on certain risk parameters with regard to the respective Merchant Receivables. The risk assessment is completed with either a positive rating (the „Positive Rating“) or a negative rating (the

„Negative Rating“) for the respective Merchant Receivables.

b. In the event of a „positive review“, PAYONE is obliged to purchase the respective merchant receivable from the contractual partner. The obligation does not apply if there is a „Faulty Technical Integration“ or if it is communicated within 24 hours after the transmission of the Positive Rating on the basis of a downstream risk assessment that the probability of default of the respective Dealer Claim is too high („Corrected Valuation“).

c. PAYONE and the Contract Partner shall each conclude an individual purchase agreement for Merchant Receivables (the „Individual Purchase Agreement“). This is concluded by offer and acceptance as follows:

(i) The confirmation by the Contract Partner that the performance obligation underlying the End Customer Contract has been fulfilled (this is the confirmation of the dispatch of the goods in the case of purchased goods or the provision of the purchased service in the case of other services) constitutes an offer by the Contract Partner to conclude the Individual Purchase Agreement. Technically, this is triggered by the capture request, or the authorisation request if the auto-capture method is selected.

(ii) The offer is accepted by PAYONE by sending a confirmation to the Contract Partner in the form of a response signal to the capture request or, if the auto-capture method is selected, in the form of a response signal to the authorisation request.

d. Subject to the condition precedent of the conclusion of a respective Individual Purchase Agreement, the Contract Partner hereby assigns all future Merchant Receivables to PAYONE and PAYONE hereby accepts such assignment. The following provisions apply to the assignment:

(i) Merchant Receivables shall be transferred upon conclusion of the Individual Purchase Agreement (unless item ii. is applicable).

(ii) In the case of Merchant Receivables which the Contract Partner has assigned or is assigning to a goods supplier within the scope of extended retention of title, the Merchant Receivables shall be transferred at the point in time when PAYONE has paid the purchase price for the respective Merchant Receivables to the Contract Partner. The receipt of payment in the Contract Partner's bank account is decisive.

(iii) If there are doubts as to the effectiveness of the assignment of the Merchant Receivables and this requires a further declaration or action by the Contract Partner, the Contract Partner must make the relevant declaration or take the relevant action.

(iv) At PAYONE's request, the Contract Partner must immediately confirm the assignment of one or several Merchant Receivables in the form specified by PAYONE ("Confirmation of Assignment").

e. Following the purchase, PAYONE shall sell and transfer the respective Merchant Receivables to Vereinigte Volksbank Raiffeisenbank eG, Darmstädter Str. 62, 64354 Reinheim.

### (3) Technical Integration

The Contract Partner undertakes to implement the interfaces provided by PAYONE for the technical integration, including the necessary information and data protection notices for the End Customer, in those of its IT systems relevant to the realisation of the cooperation and to follow the specifications for the technical integration, which can be found at <https://docs.payone.com/>.

### (4) Assurance regarding Merchant Receivables

a. Upon conclusion of an Individual Purchase Agreement, the Contract Partner represents and warrants by way of an independent guarantee promise in accordance with Section 311 BGB with regard to the Merchant Receivables purchased in the respective Individual Purchase Agreement that:

(i) the Merchant Receivables meet the following criteria ("Acceptance Conditions"):

End customers	Consumers of legal age and full legal capacity within the meaning of § 13 BGB and consumers within the meaning of § 1 para. 1 22 KSchG as well as entrepreneurs within the meaning of § 14 BGB with registered office in Germany.
Currency	Euro (EUR)
Minimum shopping cart limit / maximum shopping cart limit in euros (gross shopping cart values)	- Purchase on account: EUR 10.00 / EUR 1,500.00 - Instalment purchase*: EUR 200.00 / EUR 3,500.00 - Direct debit* EUR 10.00 / EUR 1,500.00
Conditions for instalment purchase*	- Instalment periods: 3, 6 or 12 months - Monthly minimum instalment: EUR 20.00 - Instalment interest rate: The binding instalment interest rate to be agreed must be at least 14.99% p.a.

Excluded services / sectors	Merchant's Receivables must not be based on the following goods and/or services (excluded services): Shipping live animals, betting (lottery, casinos), dating services, donation platforms, illegal drugs or drug accessories, event organisers or ticket platforms, gentleman's clubs, strip clubs, pornography, weapons of war, money transfer & orders, pawnshops, prostitution, escort services, pyramid schemes, stamp or coin transactions, intangible goods, digital goods, massage studios, rental of any kind, fortune tellers, astrologers, real estate or car services and rental, seminars or coaching training, unlawful goods or services and vouchers.
Services/ Industries subject to approval	If the contractual partner wishes to offer goods and/or services that are classified as high-risk services, prior approval by PAYONE is required. PAYONE is entitled to adjust the service fees for high-risk services. If the Contractual Partner does not agree to an adjusted service fee, PAYONE is entitled to discontinue the BNPL payment methods.  High-risk benefits include, but are not limited to, the following:  Animal Fur & Fur Shops, Jewelry, Watches & Jewels, Art Dealers & Galleries, Music Stores & Instruments, Luggage & Leather Goods, Auto & Auto Parts Sales, RV Sales, Motorcycle & Motorcycle Parts Sales, Boats, Snowmobiles, Electronics & Appliances, Alcohol Parcel Shops, Cigar Shops, Bicycle Shop Sales & Services, Cruises, Online Marketplaces, Fireplace & Accessories Stores, and Petroleum & Other Fuels.
Shipping conditions	1. Delivery countries: Germany and Austria* 2. Billing address and delivery address must be identical. Delivery to a delivery address that differs from the billing address, including deliveries to packing stations, parcel shops and parcel diversions, is excluded. 3. All shipments must be sent with delivery tracking.
Payment periods	- Purchase on account: 14 calendar days after shipping confirmation - Instalment purchase*: Instalments are due on the 28th of each month, beginning on the month following the shipping confirmation. - Direct debit*: Collection takes place at the earliest after 14 calendar days from confirmation of dispatch.
Choice of law	Merchant Receivables are based on German or Austrian* law.

\*only applies to B2C end customers

- (ii) the Merchant Receivables exist;
- (iii) the Merchant Receivables have not been assigned or transferred to a third party, unless the assignment is based on a customary retention of title agreed between the Contract Partner and the respective goods supplier;
- (iv) the Contract Partner is the owner of the Merchant Receivables, unless the Contract Partner has assigned the Merchant Receivables to the goods supplier as part of a customary retention of title between the Contract Partner and the respective goods supplier;
- (v) the Contract Partner is entitled and authorised to assign or transfer the Merchant Receivables;
- (vi) the Merchant Receivables are free from claims and rights of third parties, in particular claims under Section 13c of the Value Added Tax Act (Umsatzsteuergesetz) in its currently valid version;
- (vii) the Contract Partner provides the service it owes arising from the respective End Customer Contract in full, on time and free of defects;
- (viii) no objections or exceptions from other contractual relationships between the Contract Partner and the respective End Customer can be raised against the Merchant Receivables;
- (ix) the Merchant Receivables have been effectively assigned;
- (x) the Merchant Receivables did not arise in connection with any other fraud and

(xi) the Merchant Receivables are not based on an End Customer Contract for (i) services excluded according to the terms of acceptance or (ii) services which are immoral or illegal or which infringe third-party property rights, in particular copyrights or trademark rights.

b. If one or more of the warranties (above) are wholly or partially incorrect (a "Breach of Warranty"), the Contract Partner must inform PAYONE without delay about the Breach of Warranty and shall, without delay, but no later than within a period of fifteen (15) bank working days after becoming aware of the Breach of Warranty, create the conditions that would exist if the respective assurance had been correct (restitution in kind). If the Contract Partner does not restore the status in line with the contract within the period specified in sentence 1 or if it is not possible to restore it, PAYONE shall be entitled to demand monetary compensation from the Contract Partner. This deadline does not apply to the rights of withdrawal under these Special Terms and Conditions. A bank working day is a day on which the banks at PAYONE's registered office are generally open for business ("bank working days").

c. As soon as the Contract Partner informs PAYONE of a Breach of Warranty in accordance with these Special Terms and Conditions, PAYONE shall also be entitled to refrain from purchasing Merchant Receivables from the affected Contract Partner.

d. An assurance under these Special Terms and Conditions with regard to respective Merchant Receivables shall not be affected or restricted by the risk assessment in accordance with these Special Terms and Conditions.

e. PAYONE is entitled to check the correct implementation of the obligations arising from these Special Terms and Conditions by the Contract Partner and to request all evidence that PAYONE deems necessary.

#### (5) Rights of withdrawal

a. PAYONE is entitled to withdraw from an Individual Purchase Agreement for receivables if and to the extent that the respective Merchant Receivables are defective Merchant Receivables.

b. Merchant Receivables are defective if:

(i) a Breach of Warranty has arisen; or

(ii) with regard to the respective End Customer Contract an End Customer effectively exercises a legal or contractual right of revocation or withdrawal or a right of revocation or withdrawal granted by the Contract Partner in an individual case; or

(iii) there is a „Faulty Technical Integration“ or a „Corrected Assessment“; or

(iv) the Contract Partner changes the respective Merchant Receivables in consultation with the End Customer or unilaterally; or

(v) there are disputes between the Contract Partner and the End Customer relating to the latter's payment obligation ("Clarification Cases") and

1. the Contract Partner fails to provide the documentation requested to clarify the facts ("Requested Documentation") within a period of 10 bank working days,

2. PAYONE rejects the Requested Documentation provided because it is not suitable for clarification; or

3. PAYONE issues a negative decision regarding Merchant Receivables after reviewing the Requested Documentation provided; or

(vi) the period between the notification of purchase and the actual dispatch of the goods by the Contract Partner is more than two working days; or

(vii) the data of the End Customer change after the conclusion of the Individual Purchase Agreement; or

(viii) PAYONE is entitled to block or exclude the Contract Partner; or

(ix) the Contract Partner does not declare the Confirmation of Assignment after a reasonable period of time; or

(x) fails to provide support in accordance with these Special Terms and Conditions after a reasonable period of time has expired.

c. Upon withdrawal, the respective Individual Purchase Agreement shall be (if appropriate, partially) reversed and the Contract Partner shall owe PAYONE the repayment of the purchase price for the respective Merchant Receivables as well as the reimbursement of any enforcement costs incurred up to that point.

d. Subject to the condition precedent that PAYONE declares its withdrawal from the respective Individual Purchase Agreement for the respective defective Merchant Receivables, PAYONE hereby assigns all current and future defective Merchant Receivables (unless they have expired by operation of law) to the Contract Partner, and the Contract Partner hereby accepts that assignment.

e. The right of withdrawal with regard to defective Merchant Receivables shall expire if:

(i) the Parties agree that there is a right of withdrawal; and

(ii) the Merchant Receivables (or their value) are not disputed by an End Customer or a third party to whom the Merchant Receivables were sold by PAYONE; and

(iii) three months have elapsed since the conditions under (i) and (ii) were fulfilled.

f. If the End Customer has already made payments to PAYONE or the VVRB for defective Merchant Receivables before PAYONE withdraws from the respective Individual Purchase Agreement, PAYONE or the VVRB shall be entitled to reimburse the End Customer and arrange for appropriate information about the repayment to be sent to the Contract Partner.

g. If "Faulty Technical Integration" occurs, PAYONE shall be entitled to withhold payment of the purchase price.

(6) Information and cooperation obligations, clarification case communication

a. The Contract Partner shall inform PAYONE without delay about any chargebacks, cancellations, returns of goods, discounts or other changes that affect the Merchant Receivables and the realisation of the Merchant Receivables.

b. The Contract Partner shall inform PAYONE immediately after becoming aware of any event that could significantly affect the realisation of the Merchant Receivables or significantly change the assessment of the End Customer's creditworthiness.

c. PAYONE shall provide the communication channels required to deal with Clarification Cases to enable the Contract Partner to provide the documentation requested to process the respective case. All communication relating to Clarification Cases and enquiries from the End Customer relating to their payment obligation (especially questions about the payment terms and the receivables) shall only be exchanged via the communication channels provided. If an End Customer contacts the Contract Partner with such an enquiry, the Contract Partner must refer its respective End Customer to the contact options for End Customers provided by PAYONE. PAYONE is entitled to charge the contractual partner for the manual processing of clarification cases the fee listed in the list of prices and services. This does not apply to enquiries or objections from End Customers relating to the purchased goods or services or cases where the Contract Partner has provided a refund directly to the End Customer, unless this affects the End Customer's payment obligation.

(7) Tax

a. The parties agree that the aforementioned PAYONE services are subject to VAT.

Insofar as and in the event that the tax authorities should retrospectively take a different view, the parties shall each individually bear the resulting tax consequences and any costs that may arise.

b. The parties reserve the right to implement a suitable procedure for the adjustment of uncollectible Merchant Receivables within the meaning of the applicable sales tax regulations.

(8) Special reasons for termination / blocking

a. PAYONE is entitled to block the Contract Partner from the BNPL Payment Methods if a warranty given by the Contract Partner according to these Special Terms and Conditions is or becomes incorrect in whole or in part.

b. In the event of evidence or an indication of suspected End Customer fraud or other fraud (e.g. unusual transactions by the Contract Partner, unusual transaction volumes), PAYONE shall

(i) immediately block the Contract Partner until the matter has been clarified,

(ii) give the Contract Partner the opportunity to refute the suspicion of fraud or eliminate the relevant violation described in these Special Terms and Conditions within a reasonable period of time and

(iii) in the event of a longer block, terminate the agreement with the Contract Partner at its own discretion after a reasonable period of time has expired.

c. If this agreement is terminated by one of the Parties, PAYONE shall not be entitled or obliged to purchase any further Merchant Receivables within the framework of this agreement from the effective date of the termination.

d. The Parties must render performances and perform acts in accordance with this agreement with regard to the Merchant Receivables purchased by PAYONE before the effective date of the termination until such Merchant Receivables have been settled in full or until all corresponding Individual Purchase Agreements have been fully processed.

# TERMS AND CONDITIONS OF CONTRACT

Use of infoscore

## 1 SUBJECT OF THE CONTRACT

The parties agree that the contractual partner, during the term of this contract, in accordance with the presence of a legitimate interest pursuant to § 29 (2) no. 1 BDSG respectively Art. 6 para. 1 sentence 1 lit. f) GDPR (EU General Data Protection Regulation, effective form May 25th, 2018) or after obtaining written consent of the individual, is entitled to exclusively carry out credit enquiries with infoscore Consumer Data GmbH, Rheinstr. 99, 76532 Baden-Baden (ICD for short) through the interface provided by PAYONE GmbH (PAYONE for short).

The decision on whether and which persons will be subject to a credit check at PAYONE lies at the discretion of the contractual partner in each individual case, which alone has the legal responsibility thereof.

## 2 SERVICES FROM PAYONE

(1) Upon receipt of a credit enquiry, PAYONE forwards this to ICD, which then checks its database in the form of computerised matching to determine whether negative indicators are stored against the person being queried.

(2) Where ICD ascertains, during its check, that negative indicators of said kind are stored against the person being queried, they will be sent to PAYONE along with their date of occurrence and from there on to the contractual partner. If the ICD does not ascertain, during its check, any storage of negative indicators against the person being queried, this shall likewise be notified to the contractual partner via PAYONE.

## 3 OBLIGATIONS OF THE CONTRACTUAL PARTNER

(1) The contractual partner agrees to undertake a credit enquiry with respect of an affected person only if there is a legitimate interest in relation to the affected person within the meaning of the BDSG respectively the GDPR or there is a declaration of consent to the credit check signed by the affected person.

(2) The contractual partner further undertakes to retain the documents supporting the legitimate interest or aforementioned written consent of the person concerned for the purpose of random inspection by PAYONE for a period of 6 months and to provide such to PAYONE at any time in the aforementioned time frame on request.

(3) Insofar as the data transferred on the part of ICD via PAYONE relate to personal data from the directory of debtors, the contractual partner undertakes, pursuant to this. § 882 f ZPO only to use these to avert economic disadvantages that may arise from the fact that borrowers fail to meet their payment obligations.

(4) Pursuant to § 882 g (2) of the Code of Civil Procedure (ZPO), the provision of information on existing entries in the directory of debtors in automated search procedures is permitted only if this form of data transmission, taking into account the legitimate interests of those affected, is appropriate due to the number of transmissions or because of their particular urgency.

(5) The contractual partner assures in this regard, that it obtains information via the automated search procedures provided via PAYONE or ICD respectively only because of the number of transmissions and/or because of the particular urgency. Irrespective hereof, any processing or use of personal data provided by ICD for underlying purposes other than those indicated by the contractual partner and the transmission is prohibited (§ 29 (4) in conjunction with § 28 (5) BDSG respectively Art. 5 para. 1 lit. b) GDPR). The same applies to the disclosure of the transmitted data to third parties. In case of infringement there may be a misdemeanor or criminal offence pursuant to §§ 44, 43 (2) no. 2 BDSG respectively Art. 83 para. 5 lit. a) GDPR in conjunction with §§ 41 et seq. BDSG (new).

(6) The credit information obtained must be stored so that it is secured against access by unauthorised third parties. The information shall be destroyed in such a way that it is not possible for unauthorised third parties to be aware of such.

(7) ICD normally has no own knowledge of existence or identity of the persons stored in its database. Therefore, in case of doubt the contractual partner is responsible for the examination of identity between the person queried and those whose data are transmitted by ICD (e.g. by submitting a copy of a passport). Should the contractual partner ascertain, on the basis of such examination, that the transmitted data do not relate to the person queried (caused for example by an input error at the instigation of the query or an output error due to an unsaved date of birth), there is an absolute prohibition of usage with respect to the transmitted data for the protection of the person concerned and the transmitted (but not queried) person.

(8) Insofar as a necessary identity verification by the contractual partner does not take place or is insufficient in its extent, there is also an absolute prohibition of usage with respect to the transmitted data.

(9) The contractual partner may be required to inform and oblige its employees, unless they are involved in the cooperation with PAYONE, on compliance with the applicable data protection laws. The same applies where the contractual partner avails itself of the services of third parties for its data processing.

## 4 LIABILITY

(1) PAYONE assumes no liability for the data transmitted from ICD.

(2) Unless expressly provided for otherwise below, the responsibility of ICD to pay damages is limited, regardless of the legal reason, to the amount of any compensation payable by the contractual partner to PAYONE for the execution of the relevant task. The foregoing limitation of liability shall not apply in the event of intent or gross negligence on the part of ICD.

(3) For the data or information managed by ICD, originating from other service providers, from public registers and other sources, ICD assumes no liability both in terms of the substantive content and the completeness.

(4) If, in spite of the agreed exclusion of liability or limitation of liability respectively, a legal liability occur, this is subject to a limitation of liability for wilful or grossly negligent behaviour to an amount of EUR 5,000. This maximum also applies to serial cases.

## 5 CESSATION OF THE RIGHT TO DISCLOSURE

(1) PAYONE is entitled to immediate cessation of the right to disclosure and to termination of the contract without notice in the following cases:

- a. in the case of culpable violation by the contractual partner or the employees authorized by it to fulfil obligations under these Contractual Conditions,
- b. in the case of culpably false or incomplete information in connection with the conclusion of the contract,
- c. if a material reason is given at the contractual partner or in the person of its legal representative, for example, if these appear with negative indicators in the ICD database,
- d. upon termination of the cooperation agreement between ICD and PAYONE.

## 6 ART. 6 PROCESSING TIME

PAYONE shall forward the incoming credit enquiries immediately to ICD; from its side, ICD shall return the results of the same to the contractual partner via PAYONE as soon as possible. However, the processing time is dependent in particular on the volume of the total incoming queries and the non-controllable transmission time over the Internet.

## 7 PRICES

The costs per query will be billed according to the currently valid price lists or the proposal.

## 8 CLOSING PROVISIONS

(2) In the event that legal regulations or conditions on the part of the competent data protection supervisory authorities make further cooperation legally impossible or economically infeasible, PAYONE reserves the right to modify the contractually agreed services or to withdraw from the contract with written notice to the contractual partner. As far as possible, PAYONE shall announce such a withdrawal or modification within a reasonable time. The contractual partner shall have no claims against PAYONE of any kind due to successful modification or exercised right of withdrawal.

(3) The contractual partner is hereby informed that ICD pursuant to § 33 (1) (2) of the BDSG, upon initial transmission of data respectively pursuant to Art. 14 para 1 and 2 GDPR after obtaining the data is required to inform the relevant parties of the same, unless the person concerned has otherwise requested knowledge in the sense of § 33 (2) no. 1 BDSG respectively Art. 14 para 5 lit. a) GDPR of the required information or waived the notification.

Detailed information on ICD within the meaning of Art. 14 of the GDPR, i.e., information on the business purpose, on the purposes for storing data, on the data recipients, on the data subject's right to obtain information, on the right to have information deleted or corrected, etc. can be found in the attachment or at the following link: <https://finance.arvato.com/icdinfolblatt> (German).

(4) The contractual parties cannot transfer the rights and obligations under this contractual relationship to any third party without the prior written consent of the other party.

(5) Changes to this contract shall be made only in writing.

(6) If any single provision of this contract prove to be invalid, void or unenforceable or becomes invalid, void or unenforceable, that provision which comes closest to the will of the parties recognisable in this contract shall apply.

## 9 ADAPTATION OF THE DATA PROTECTION INFORMATION TO

### THE GDPR REQUIREMENTS

(1) Provided that the contractual partner purchases credit checks, scores, and address verification services from ICD, he consequently is obliged by May 25th 2018 at the latest to replace the current Data Privacy Policy Notice on his website with the following:

We transmit your information (name, address, and date of birth as applicable) for purposes of credit checks, for the acquisition of information to assess the risk of default based on mathematical methods utilizing address data, and for purposes of verifying your address (verification of deliverability) to infoscore Consumer Data GmbH, Rheinstr. 99, 76532 Baden-Baden. The legal bases for such transmissions are found in Article 6, paragraph 1, letter b and Article 6, paragraph 1, letter f of the EU General Data Protection Regulation ("EU GDPR"). Information may be transmitted on the basis of these provisions only insofar as doing so is necessary to safeguard the legitimate interests of our company or third parties and where this does not override the data subject's interests or fundamental rights and freedoms that require the protection of personal data. Detailed information on ICD within the meaning of Article 14 of the EU GDPR, i.e., information on the business purpose, on the purposes for storing data, on the data recipients, on the data subject's right to obtain information, on the right to have information deleted or corrected, etc. can be found in the at-attachment or, respectively, at the following link: <https://finance.arvato.com/icdinfolblatt> (German).

(2) If the contractual partner only communicates with his customers in writing when entering into contracts, he is obliged to integrate the text into his "Data Privacy Policy" notices and to enclose the ICD information sheet in paper form.

(3) The ICD information sheet is located in the annex. It has to be adopted unchanged by the contractual partner.

## Information according to Article 14 EU DSGVO via infoscore Consumer Data GmbH ("ICD")

### 1. Name and contact details of ICD (responsible body) and the company's Data Protection Officer:

infoscore Consumer Data GmbH, Rheinstr. 99, 76532 Baden-Baden, Germany. The company's Data Protection Officer can be contacted at the above-mentioned address, to the attention of the data protection department, or by e-mail via: [datenschutz@arvato-infoscore.de](mailto:datenschutz@arvato-infoscore.de)

### 2. Purposes of ICD's data processing

ICD processes and records personal data in order to provide its contractual partners with information to assess the creditworthiness of natural and legal persons and to check the accessibility of persons at the addresses indicated by them. For this purpose, probability and scoring values are also calculated and transmitted. Such information is necessary and permitted in order to be able to assess the risk of payment default (in advance, e.g. when granting a loan, offering payment on invoice or when concluding an insurance contract. ICD's data processing and the provision of information based on it serve both to protect recipients of information from economic losses and to protect consumers from the risk of excessive indebtedness at the same time. Furthermore, the processing of data is also carried out for fraud prevention, risk management, the determination of payment methods or conditions and for rating purposes.

### 3. Legal basis for data processing of ICD

ICD is a credit agency which is registered as such with the competent data protection supervisory authority. ICD's data processing shall be carried out on the basis of consent in accordance with Article 6 (1) lit. (f) combined with Article 7 of the General Data Protection Regulation (GDPR) or on the basis of Article 6 (1) lit. (f) GDPR, insofar as processing is necessary to safeguard the legitimate interests of the person responsible or of a third party and provided that the interests and fundamental freedoms of the data subject, which require the protection of personal data, do not outweigh the interests and fundamental freedoms of the party concerned. ICD shall only make the information available to its contractual partners if the party concerned has given consent or if a legitimate interest in this has been substantiated by the contractual partners in an individual case and processing is permitted after weighing all interests. The legitimate interest is given in particular prior to the commencement of business transactions with economic risk (e.g. offering payment on invoice, granting of loans, conclusion of a mobile phone, fixed network or insurance contract).

### 4. Categories of personal data of ICD

ICD processes and records personal data (name, first name, date of birth, address, previous addresses), information on payment behaviour in breach of contract (see also No. 5), entries in the debtor register, (private) insolvency proceedings and (non-)accessibility under the specified address as well as corresponding score values.

### 5. ICD's data origin

ICD's data come from official insolvency publications and the debtor registers kept at the central enforcement courts. In addition, ICD's contractual partners provide information on payment behaviour in breach of contract based on judicial and extrajudicial collection measures. In addition, personal data (name, first name, date of birth, address, previous addresses) from inquiries of ICD's contractual partners are stored.

### 6. Categories of recipients of ICD's personal data

Recipients are exclusively contractual partners of ICD. These are in particular companies that bear an economic risk and have their headquarters in the European Economic Area, Great Britain and Switzerland. These are mainly mail order, e-commerce, telecommunications and insurance companies, financial service providers (e.g. banks, credit card companies), energy utilities and service providers. In addition, ICD's contractual partners include companies that collect receivables, such as collection agencies, accounting centres or lawyers.

### 7. Duration of data storage of the ICD

ICD shall store information about persons only for a certain period of time, i.e. as long as it is stored in accordance with Article 17 para. 1 lit. (a) GDPR and is necessary. The testing and deletion deadlines used at ICD correspond to a self-obligation (Code of Conduct) of the "Die Wirtschaftsauskunfteien e.V." affiliated credit agency companies.

- Information on due and undisputed claims will remain stored as long as their settlement has not been disclosed; the necessity of continuous storage will be reviewed on a daily basis after four years. If the settlement of the claim is announced, personal data will be deleted exactly three years after that specific date.
- Data from the directories of debtors of the central enforcement courts (registrations according to § 882c paragraph 1 sentence 1 no. 1 - 3 ZPO) will be deleted on the exact day after three years, unless prematurely if ICD receives proof that the data was deleted by the central enforcement court.
- Information on consumer/insolvency proceedings or residual debt relief proceedings shall be deleted on a daily basis three years after the end of insolvency proceedings or after the issuance or refusal of residual debt relief.
- Information on the rejection of an application for bankruptcy for lack of assets, the cancellation of security measures or the refusal to release the remaining debt will be deleted on a daily basis after three years.
- Information about inquiries will be deleted after three years at the latest.
- Previous addresses are stored for three years to the day, after which the requirement of continuous storage is checked for the following three years. They are then deleted on the exact day in question, unless a longer period of storage is required for identification purposes.

### 8. Rights of the parties concerned vis-à-vis ICD

Any person concerned has the right of access to the ICD in accordance with Article 15 GDPR, the right of rectification under Article 16 GDPR, the right of cancellation under Article 17 GDPR and the right of restriction of processing under Article 18 GDPR. In addition, it is also possible to contact the supervisory authority responsible for the ICD - Der Landesdatenschutzbeauftragte für den Datenschutz Baden-Württemberg, Königstr. 10a, 70173 Stuttgart. Consent may be revoked at any time vis-à-vis the contracting party concerned. This also applies to consents already given before the entry into force of the GDPR. The revocation of consent does not affect the legitimacy of the personal data processed until revocation. Pursuant to Article 21 (1) GDPR, the person concerned may refuse to ICD's data processing for reasons arising from a particular situation.

### 9. Profile creation/profiling/scoring

ICD information can be supplemented by so-called score values. ICD scoring uses information and experience from the past to produce a forecast, especially on payment probabilities. Scoring is primarily based on the information stored by ICD for the person concerned. On the basis of this data, address-related data and address data, an allocation to groups of persons with similar payment behaviour in the past is made on the basis of mathematical-statistical methods (especially logistic regression methods). The following types of data are used for ICD's scoring, whereas not every type of data is also included in each individual calculation: data on payment behaviour in breach of contract (see sections 4. and 5.), on debtor list entries and insolvency proceedings (see sections 4. and 5. of this article), sex and age of the person, address-related data (degree of familiarity of the name or household at the address, number of known persons in the household (household structure), degree of familiarity with the address), address data (information on payment behaviour in breach of contract in the residential environment (street/house)), data from inquiries from ICD's contractual partners. Special categories of data within the meaning of Article 9 GDPR (e.g. information on nationality, ethnic origin or political or religious attitudes) are neither stored by ICD nor taken into account in the calculation of probability values. The assertion of rights under the DSGVO, i.e. for example the inspection of the information stored by ICD in accordance with Article 15 GDPR, has no influence on scoring. ICD itself does not make any decisions on the conclusion of a legal transaction or its framework conditions (such as offered payment methods), it merely supports ICD's contractual partners with its information in the decision-making process. The risk assessment and evaluation of creditworthiness as well as the decision based on it is carried out solely by your business partner.

# TERMS AND CONDITIONS OF CONTRACT



Use of Boniversum

## 1 SUBJECT MATTER OF THE CONTRACT

PAYONE GmbH (hereinafter "PAYONE") and the contractual partner agree that, during the term hereof, the contractual partner shall be authorised to send requests for credit assessments to Creditreform Boniversum GmbH, Hellersbergstrasse 11, 41460 Neuss, Germany (hereinafter "Boniversum") exclusively through the interface provided by PAYONE, if they have a justified interest as defined in Art. 6(1) sentence 1 point (f) of the GDPR or after having obtained the written consent of the data subject. The decision whether and which persons can be subjected to a credit assessment by PAYONE shall, in each individual case, be made at the discretion of the contractual partner who shall bear the sole legal responsibility.

## 2 SERVICES OF PAYONE

(1) After receipt of a request for credit assessment, PAYONE will forward it to Boniversum, which will check its data records by way of an IT-based matching procedure to see whether any negative indicators are present for the requested person. Negative data are, for instance, information about any delayed payments, the number of former dunning letters, the sum of debt, card blockages based on non-payment, etc. This list is not exhaustive.

(2) If Boniversum finds, during its check, that any negative indicators of the type mentioned above are present for the requested person, such data will, including the date of their occurrence, be transmitted to PAYONE and then forwarded to the contractual partner. If Boniversum finds no negative indicators present regarding the requested person during its check, this fact will also be notified to the contractual partner via PAYONE.

(3) The principle of reciprocity means that the contractual partner will only receive the type of data from PAYONE in which they provide data to PAYONE. Any contractual partner who only delivers negative data to PAYONE will only be authorised to use negative data.

## 3 OBLIGATIONS OF THE CONTRACTUAL PARTNER

(1) The contractual partner undertakes to transmit to PAYONE the data listed below on negative payment experience they make with their private end customers and to update such data on a monthly basis. The contractual partner is obliged to provide correct data. Reported data shall be rectified pursuant to Art. 16 of the GDPR, if such are inaccurate. If the contractual partner fails to comply with their duty to provide data, PAYONE shall be authorised to exclude the contractual partner from the data retrieval process. In case of a termination, the contractual partner shall be obliged to rectify the reported data up to 3 years after the end of the contract and to update them on a monthly basis.

(2) The contractual partner undertakes to provide PAYONE, at the latter's individual request regarding concrete cases, with supporting documents regarding their communication with the account holder (dunning deadlines, registration notes, etc.).

(3) Type and scope of the notification obligations are specified in the list below:

Field	Explanation
Customer account number	The account number of the pool customer for the account.
Payment status	The payment history in the past months (see field definition).
Outstanding balance	Outstanding account balance of this data record on the date of creation (see field definition).
Date of indicator	The date on which the status was allocated.
Sex	The sex of the account holder (see field definition).
Surname	The last name of the account holder.
First name	The first name of the account holder.
Date of birth	The date of birth of the account holder.
House number	The house number of the account holder.
Street name	The street name of the account holder.
Place	The place of residence of the account holder.
Post Code	The post code of the account holder.

(4) If the contractual partner cooperates with an external service provider to legally pursue the collection of receivables (collection agency, lawyer, etc.), the contractual partner shall ensure that any information on the further process and the results of the legal prosecution will also be communicated to PAYONE. The contractual partner may transfer the duty to notify and update to their service provider.

(5) The data obtained by Boniversum constitute a score on the probability of a credit default (forecast) which is created based on empirical data (affidavits, insolvency indicators, collection cases, etc.) and on data recorded on the relevant address and on

the data of the person mentioned in the request. If scores are applied, the contractual partner shall be obliged pursuant to Art. 13, 14 of the GDPR to inform the end customer of the calculation of such score. This information can be provided, e.g. in the GTC, the order documents and the order dialogues of the pool customer on the internet. For this purpose, Boniversum provides legally verified text components which are available for consultation and retrieval at <https://www.boniversum.de/eu-dsgvo/>.

(6) The contractual partner undertakes to only make a credit assessment request regarding a data subject if they have a justified interest regarding the data subject as defined in the GDPR or if the data subject's statement of consent for the performance of the credit assessment is on file. The contractual partner shall bear the responsibility for the admissibility of the individual retrieval.

(7) The contractual partner undertakes, in addition, to retain the documents evidencing the justified interests or the above-mentioned consent of the data subject for a period of 5 years and to provide them to PAYONE, at its request, at any time, within the above mentioned period. The contractual partner ensures that PAYONE may verify and check the permissibility of the transmission of personal data and the existence of a justified interest in the requests by suitable sampling procedures. For this purpose, PAYONE may, at its request, inspect the business documents existing regarding a certain customer number.

(8) PAYONE shall be obliged to provide to Boniversum, at the latter's request, information on the requesting contractual partners, the number of requests and their contents to enable Boniversum to comply with their data protection duties toward the data protection supervisory authorities and toward the data subjects. The contractual partner will support PAYONE in doing so, if necessary.

(9) The contractual partner shall ensure that the legal data protection requirements will be complied with regard to the performance of the credit assessment and the data received. The contractual partner shall bear the sole legal responsibility in this respect. Boniversum makes available more information on the realisation of the credit assessment in online trade in compliance with the data protection laws at <https://www.boniversum.de/eu-dsgvo/eu-dsgvo-hinweise-fuer-online-haendler/>.

(10) If the data transmitted by Boniversum via PAYONE include personal information from the list of debtors, the contractual partner undertakes to only use it pursuant to section 882f of the ZPO [German Code of Civil Procedure], to prevent any economic disadvantages which might arise due to debtors failing to comply with their payment obligations.

(11) Section 882 g (2) of the ZPO provides that the provision of information on existing entries in the list of debtors under automated retrieval procedures is only permitted if this form of data transmission is adequate in consideration of the compelling interests of the data subjects due to the high number of transmissions or their special urgency. The contractual partner assures insofar that they will only obtain information through the automated retrieval procedure offered by PAYONE or Boniversum due to the high number of transmissions and/or the special urgency. Regardless of this, any processing of personal data transmitted by Boniversum for other purposes than those specified by the contractual partner and underlying the transmission is prohibited (Art. 5(1) point (d) of the GDPR). The same shall apply regarding the forwarding of the transmitted data to third parties. Any case of violation might constitute an administrative offence or criminal act pursuant to Art. 83(5) point (a) of the GDPR in conjunction with Sections 41 et seq. of the BDSG [German Federal Data Protection Act] (new).

(12) The information on the credit assessment obtained shall be kept in a manner that is protected against any unauthorised access by third parties. The information shall be destroyed in such a manner that no unauthorised third party may gain knowledge thereof.

(13) Normally, PAYONE has no knowledge of the existence or identity of the persons stored by them or by Boniversum. Therefore, the contractual partner shall, in case of doubt, verify that the identity of the requested person and matches the data which Boniversum transmitted (e.g. by presenting a copy of the ID card). The contractual partner shall be obliged to provide meaningful information for the purpose of identifying the requested person. In case of doubt, more individualising data (e.g. date of birth) shall be provided in the request, which go beyond such information as name, first name, street, house number, post code and place of residence. If the contractual partner finds, based on such an assessment, that the transmitted data do not relate to the requested person (caused e.g. by an error which occurred while entering the request or an output error since the date of birth was not stored), an absolute prohibition of use applies regarding the inaccurately transmitted data, to protect the data subject and the transmitted (but not requested) person. Insofar as any identity check which seems necessary is not made or not sufficiently made by the contractual partner, the transmitted data will also be subject to an absolute prohibition of use.

(14) The contractual partner shall be obliged to inform their employees about the applicable provisions under data protection laws and to commit them to comply with such provision. That shall apply, mutatis mutandis, if the contractual partner uses the services of third parties for data processing.

(15) The contractual partner shall notify PAYONE of new business fields or sales channels. PAYONE shall immediately be informed if the business activity is subject to change or will be ceased.

## 4 INTERPRETATION OF THE DATA

(1) The contractual partner shall be obliged to utilise and interpret the data obtained responsibly to safeguard the compelling interests of the data subject.

(2) Any transmitted data will only serve to assist the contractual partner in their credit decision. PAYONE will not provide any decisions. The contractual partner shall be solely responsible for such in the context of their decision-making autonomy.

(3) The data pool also contains micro-geographical data (geo-data). These data on the environment of the residence and the statistical descriptions contained therein are not associated with the assessment of a concrete person.

#### **5 REJECTION OF A CUSTOMER**

PAYONE will not provide decisions, but basic information as basis for the contractual partner's decision-making policy. Any rejection of a customer requires a qualified justification in the context of the contractual partner's decision-making policy. PAYONE shall only be mentioned after the repeated and targeted enquiry by the customer, for the purpose of obtaining a self-disclosure (Art. 15 of the GDPR). It shall not be the duty of PAYONE to state reasons for and to justify decisions made by the contractual partner.

#### **6 LIABILITY**

(1) PAYONE will not accept any liability for the factual correctness and completeness of the data transmitted by Boniversum.

(2) PAYONE shall be liable exclusively in case of intent and gross negligence – even if such a conduct occurs in legal representatives or vicarious agents and is attributable to it. PAYONE shall only be liable for slight negligence if it committed a culpable violation of an essential contractual duty. The liability shall be limited to the replacement of the typical and foreseeable damage.

#### **7 CESSATION OF PROVISION OF INFORMATION**

PAYONE shall be entitled to immediately suspend the provision of information and to terminate the contract without notice in the following cases:

- a. in case a culpable violation of the obligations under these terms and conditions of contract was committed by the contractual partner or the employees engaged by them;
- b. in case inaccurate or incomplete data were culpably provided in connection with the conclusion of the contract;
- c. if an important reason exists in the contractual partner or the person of their legal representative, e.g. if they are stored with negative indicators in Boniversum's data records;
- d. upon termination of the cooperation agreement between Boniversum and PAYONE.

#### **8 PROCESSING TIMES**

PAYONE will immediately forward the requests for credit assessment they receive; the results of such will also be returned to the contractual partner via PAYONE as soon as possible. However, the processing period depends, in particular, on the volume of the total number of requests received and the transmission period via the internet on which no influence can be exerted.

#### **9 PRICES**

The costs per request will be invoiced according to the applicable list of prices an services or the offer.

#### **10 MISUSE**

If the contractual partner violates the contractual obligations, in particular due to an abusive retrieval of data, abusive use of information provided by PAYONE or by failing to comply or by an incomplete compliance with the duty to notify, by notification of inaccurate data or by unauthorised requests for erasure, PAYONE shall have claims for damages against the contractual partner. That shall also apply in the event that claims are asserted against PAYONE by any third parties.

#### **11 FINAL PROVISIONS**

(1) In the event that legal provisions or restrictions imposed by the competent data protection supervisory authorities render a continued cooperation legally impossible or economically or viable, PAYONE reserves the right to modify the contractually agreed services or to withdraw from the contract based on a written declaration to the contractual partner. PAYONE will provide a notification of such a withdrawal or modification in due time in advance. The contractual partner shall not be entitled to any claims against PAYONE due to the modifications made or the right of withdrawal they exercised.

(2) The contractual partner may not transfer to third parties the rights and duties arising from this contractual relationship, unless PAYONE has given their prior written consent.

(3) Any amendments to this contract shall be made in writing to be effective.

(4) If individual provisions hereof prove to be ineffective, null and void or impracticable or if such become ineffective, null and void or impracticable, the regulation which comes as close as possible to the will of the parties as recognisable herein shall apply.

# TERMS AND CONDITIONS OF CONTRACT



## Credit Card Acceptance Agreements

### 1 RECITALS

PAYONE GmbH (PAYONE for short) develops and markets e-payment solutions and provides merchants with the opportunity to conclude credit card acceptance contracts necessary for the acceptance of credit card payments for Visa, Mastercard and other credit card brands via PAYONE.

This document governs the basic rights and obligations of the contractual partners with respect to the provision of credit card acceptance contracts through PAYONE.

### 2 SCOPE

(1) PAYONE offers its contractual partners the electronic processing of credit card payments on the internet via the PAYONE platform and the necessary software usage and forwards the payments to the credit card companies (acquirer). The contractual partner uses this offering to allow its customers to make payments by credit card for services provided to them.

(2) With regard to the remuneration and payment during the credit card processing, the following Terms and conditions of contract shall apply in addition to, and may take priority over, the use and service agreement and the general terms and conditions PAYONE AccountConnect.

### 3 CREDIT CARD ACCEPTANCE

(1) The processing of credit card transactions requires that the contractual partner has appropriate agreements with credit card issuers (acquirers) that entitle it to accept the respective credit cards for payment.

(2) Such a right is not granted hereby, but can only be agreed separately with the credit card issuers (acquirers).

(3) The costs and fees resulting from the credit card acceptance agreements negotiated by PAYONE are to be borne by the contractual partner as agreed in the current list of prices and services.

(4) If there is a difference between the prices and conditions stated by PAYONE in the lists of prices and services and proposals and the conditions and prices that are contractually agreed between the credit card issuer (acquirer) and the contractual partner, the conditions and prices of the credit card issuer have priority in case of doubt. PAYONE is entitled to bill any difference amounts separately.

(5) The contractual partner shall undertake to comply with all terms and conditions of contract and other prescribed regulations of the credit card issuers (acquirers).

(6) The contractual partner is obliged to provide all information on forms and in response to questions on risk management truthfully. In particular, the contractual partner guarantees that the information of the business unit (also known as the MCC number) is truthful.

(7) The contractual partner agrees to process payments for credit card acceptance agreements mediated by PAYONE exclusively via the PAYONE platform. Processing through third-party systems is not permitted.

(8) As a partner of the credit card issuers, PAYONE provides the contractual partner only the credit card acceptance agreements necessary for processing credit card payments. The contractual partner shall exempt PAYONE from any and all liability claims from the contracts between the credit card issuers (acquirers) and the contractual partner.

(9) In general, the credit card issuers (acquirers) require a surety from the contractual partner. The contractual partner is aware that PAYONE has no influence on the nature and amount of the surety.

(10) If no contract is concluded between the credit card issuer (acquirer) and the contractual partner, any contracts concluded between the contractual partner and PAYONE remain unaffected. The same applies in the event of termination of contracts between the contractual partner and the credit institute (acquirer). In the event of rejection of a contract offer of the contractual partner by the credit institute (acquirer), only the one-time setup fees listed in list of prices and services for the credit card method of payment shall be charged by PAYONE. If the contractual partner has entrusted only the credit card payment method and no other payment methods or services, then in such case the contractual partner is entitled to a special right of termination.

### 4 PAYMENT PROCESSING

The contractual partner agrees that the sales income transferred by the credit card issuer (acquirer) is credited to the contractual partner's account after deduction of the agreed fees.

### 5 CLOSING PROVISIONS

(1) Amendments to these Contractual Conditions may only be made in writing. This also applies to the suspension of this written form requirement.

(2) The parties undertake to replace invalid or void provisions with new provisions that satisfy the economic substantive content of the invalid or void provisions in a legally permissible manner. The same applies if there should turn out to be a loophole in the contract. To close this loophole, the parties undertake to work towards the establishment of appropriate provisions in this contract that come closest to what the contracting parties would have intended according to the meaning and purpose of the contract, if the point had been considered by them.