

# GENERAL AND SPECIAL TERMS AND CONDITIONS OF CONTRACT

PAYONE PaymentService of BS PAYONE GmbH



## General Terms and Conditions of Contract of PAYONE PaymentService

BS PAYONE GmbH, office Kiel, Fraunhoferstrasse 2-4, 24118 Kiel, Germany ("BS PAYONE"), is a payment institution as defined in Sec. 1 (1) no. 1 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 (2) of the ZAG for its contract partners ("Contract Partner") and holds the official permits required for that purpose.

## Art. 1 Subject Matter of the Agreement and Scope of Application

(1) The Contract Partner orders BS PAYONE to process the transactions - in the agreed currency - which the Contract Partner transmits to BS 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 BS 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 for SEPA Direct Debit with PAYONE PaymentService ("Special Terms and Conditions for SEPA Direct Debit"); and/or
  - (iv) the Special Terms and Conditions for SEPA Transfer with PAYONE PaymentService ("Special Terms and Conditions for SEPA Transfer"); and
  - (v) additionally, the regulations of the General Terms and Conditions of Business of BS 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, BS 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 BS PAYONE will hereinafter be referred to as "BS PAYONE Services".

(2) BS 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) BS 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. BS 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.

## Art. 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 BS PAYONE.

(2) The Contract Partner may only deliver such transactions with BS PAYONE which have previously been initiated through the Contract Partner's sales channels agreed with BS 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 BS PAYONE.

(3) Before delivering any transaction to BS 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 BS PAYONE. BS PAYONE will, upon request, provide the Contract Partner with a list of countries. If transactions are delivered from outside of these countries, BS 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 BS 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 BS PAYONE has specified as being excluded; BS 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 BS PAYONE and exclusively through an IT platform approved by BS 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 BS PAYONE for settlement and will provide written proof, at BS 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 BS 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 BS 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) BS 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 BS 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 BS PAYONE, e.g. giro pay, banks or payment institutions - hereinafter jointly referred to as "Clearing Partner").

(11) BS 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 BS PAYONE as set forth in Art. 3 hereof. The Contract Partner is hereby obliged to process the Credit Notes through BS 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. BS 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, BS 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 BS PAYONE of any complaints received from customers which relate to the BS PAYONE services.

### **Art. 3 Limits and Risk Prevention**

(1) Upon conclusion of the Agreement, BS 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) BS 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 BS PAYONE about any intended non-compliance with the Transaction Limits.

(3) BS 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) BS PAYONE reserves the right 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 Secure-Code, 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.

### **Art. 4 Provision of Payment Amounts and Trust Agreement**

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

(2) BS 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) BS 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 BS PAYONE as opentrust assembly accounts as set forth in Sec. 17 (1) sentence 2 no. 1b of the ZAG. BS PAYONE will inform the credit institutions keeping the open trust accounts about the trust relationship. BS 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 BS PAYONE received payment amounts on trust accounts, BS PAYONE will withdraw on the same day the amount of all payments which are due against the Contract Partner. BS 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.

### **Art. 5 Payment of Amounts, Settlement, Currency Translation**

(1) BS 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. BS 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) BS 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.

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

(1) and para. (2) and shall notify BS PAYONE about any objections immediately, however no later than within a period of six weeks after the 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. BS 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.

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

(6) The transactions will be paid out in Euros, unless the Contract Partner has agreed on a different settlement currency with BS 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.

## **Art. 6 Charge-Back of Payment Amounts**

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

(2) All payments made by BS 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 BS 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 BS PAYONE.

(3) Insofar as BS 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, BS 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 BS PAYONE.

## **Art. 7 Fees and Expenses**

(1) The Contract Partner owes to BS PAYONE the fees agreed in the Service Agreement for the performance of the BS 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. BS 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) BS 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). BS 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 BS PAYONE was entitled to consider necessary the expenses under the prevailing circumstances. Instead of a reimbursement of the expenses, BS 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 BS PAYONE and all reimbursements, unless BS 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 BS PAYONE.

## Art. 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 BS 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 BS PAYONE, at the latter's request, by submitting a certified copy of the relevant official permit.

(2) The Contract Partner will immediately inform BS 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 BS PAYONE for that reason, the Contract Partner undertakes to indemnify BS 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 BS PAYONE and other third parties (e.g. Mastercard, Visa, giropay, etc.) for advertising purposes after having obtained the prior written consent of BS PAYONE and may use them only in accordance with the provisions of the rights holders, unless they are otherwise entitled to them.

(5) At BS PAYONE's request, the Contract Partner will allow BS PAYONE or third parties authorised by BS 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.

## Art. 9 Duty to Inform and Notify

(1) The Contract Partner shall be obliged to transfer to BS 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 BS 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 BS PAYONE in the form of certified copies as well as in German or English.

(3) If the Contract Partners fails to comply with their duties to inform and provide documents as defined in para. (1) and para. (2), BS 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 BS 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 BS PAYONE from the culpable breach of this duty to inform.



(5) BS 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.

## Art. 10 Duty to Document and Retain

(1) The Contract Partner is obliged to store all data and documents regarding each transaction delivered to BS 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 BS PAYONE with all transaction-related information and immediately submit printouts of the receipts, upon request. The Contract Partner will, upon BS 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 Partners fails to submit a receipt requested regarding a settled transaction within the period specified by BS PAYONE and if the revenue from the transaction is charged back to BS PAYONE for this reason, BS PAYONE shall be entitled to charge-back toward the Contract Partner.

## Art. 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 BS 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 Con-

tract 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 be 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 BS 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

BS 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 BS 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 BS PAYONE. BS 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.

## Art. 12 Security Rights and Security Elements

(1) BS 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 BS PAYONE a legal lien to all payment claims to which they are entitled under this Agreement, including pay-

ment 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 BS PAYONE toward the Contract Partner as part of the entire business relationship. BS 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 was 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. BS PAYONE will retain the Rolling Reserve as a security against any charge-backs which BS 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, BS 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; BS 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 BS 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. BS PAYONE gains knowledge of essential disadvantageous circumstances regarding the Contract Partner or their owners/shareholders.

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

## Art. 13 Liability of BS PAYONE

(1) BS 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) BS 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 BS 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 BS PAYONE and the consequences of which could not have been avoided despite the exercise of due care; or
- b. were caused by BS PAYONE based on a legal obligation.

(5) BS 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 BS PAYONE is responsible for this breach of duty. The limitation of liability shall not apply to intent or gross negligence on the part of BS PAYONE:

(6) Claims and objections of the Contract Partner against BS 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 BS 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 BS 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 BS PAYONE entrusts a third party with the further performance thereof, BS 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, BS PAYONE's liability will be limited to the careful selection and induction of the third party.

(8) BS 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 BS PAYONE and the regulations of the Agreement. If data are lost after they were delivered by and after they were handed over to BS PAYONE, BS 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.

## Art. 14 Liability of the Contract Partner

The Contract Partner will be liable for and will indemnify BS 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 BS PAYONE for the proper performance of their contractual duties with the care of a prudent merchant.

## Art. 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) BS 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 BS 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. BS 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. BS PAYONE learns of significant disadvantageous circumstances about the Contract Partner or its owner which make it unreasonable for BS 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 BS 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 BS 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 BS 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 BS PAYONE's request, return to BS 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 BS PAYONE. BS 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 BS PAYONE.

## Art. 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 BS PAYONE to transfer transaction or other data to Clearing Partners. The Contract Partner agrees that BS 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 BS PAYONE acc. to Art. 14 GDPR while complying with the "Information on Data Processing within the Framework of the Handling of Payments by BS PAYONE GmbH acc. to Art. 14 GDPR", which is available and can be downloaded at [www.bspayone.com](http://www.bspayone.com).

## Art. 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) 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 BS PAYONE by telephone and in writing by fax about their suspicion. The Contract Partner shall be obliged to cooperate, in full, with BS 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 BS 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.

(5) 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 BS PAYONE's point of view or if the Contract Partner fails to cooperate in the clarification of the incident, BS PAYONE shall be entitled to terminate the Agreement in accordance with Art. 15 (4).

(6) BS 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 BS 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.

(7) 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 BS PAYONE shall include economic hedging and monitoring of compliance with the agreements applicable between the contracting partners.

(8) 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.

(9) 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, BS PAYONE will erase the personal data without being asked.

(10) 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.

(11) The internal data protection officer of BS PAYONE GmbH can be contacted at Lyoner Straße 9, 60528 Frankfurt/Main, Germany, with the addition "Data Protection Officer", or by e-mail to [privacy@bspayone.com](mailto:privacy@bspayone.com).

## Art. 18 Amendments or Supplements to the Provisions of the Agreement

(1) BS 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 BS PAYONE within four (4) weeks after announcement of the amendments. BS 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 BS PAYONE within the notice period of four weeks.

(2) BS 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) BS 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, BS 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.

## Art. 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.

## Art. 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 Kiel, 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 BS PAYONE; the shall apply, in particular, to claims for payment toward BS 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

### Art. 1 Subject Matter of the Agreement

These Special Terms and Conditions of Contract shall apply if the Contract Partner engages BS PAYONE to process the transactions delivered by the Contract Partner to BS 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 Europea ("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).

### Art. 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 BS 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.

### Art. 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 BS 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 BS 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 trans-

action; 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 BS 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 BS 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, BS 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 BS PAYONE accordingly. If the payment has already been made, BS 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.

#### Art. 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 BS PAYONE. BS PAYONE shall remain authorised to charge back the card revenue, insofar as the prerequisites for such charge-back have been met.

#### Art. 5 Merchant Category Codes

Based on the information provided by the Contract Partner on their product line, BS 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 BS PAYONE's discretion and is made by taking into account the regulations of Mastercard and Visa which apply worldwide. BS PAYONE shall

be free to change the contract partner categories at any time, if and insofar as BS PAYONE deems it necessary based on renewed verification of the Contract Partner and by taking into account the justified interests of the Contract Partner.

#### Art. 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 BS PAYONE within the adequate period specified by BS 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 BS 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. BS 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) BS 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. BS 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.

#### Art. 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. BS 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 BS PAYONE. BS 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 BS 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 BS 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>). BS 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, BS 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 BS PAYONE with valid and up-to-date evidence of the PCI Certifications of these third parties, at BS 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 BS 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 BS PAYONE, the card organisations and the investigation authorities and will clarify all details of any possible or actual compromise of card data.

## Art. 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 Payment Services entitling BS 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 Card. 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).
- b. the Contract Partner fails to meet the request of BS 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
- 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 BS 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 EUR 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 BS PAYONE have reached such a level that it is unreasonable for BS 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 BS 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").

#### Art. 1 Special Terms and Conditions of Contract for "Sofort"

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

- a. BS 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 BS 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. BS 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 BS 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 BS PAYONE account by entering their personal online banking authentication data. BS PAYONE transmits an electronic payment confirmation to the Contract Partner stating each of the "Sofort" transactions which have been performed.

- b. The option to a 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. BS PAYONE has no influence thereon and can also not prevent any future changes thereof.
- c. The Contract Partner is aware that, by way of an "Sofort", transfer transactions can be performed via the most common credit and payment institutions in the countries which support "Sofort" and BS PAYONE. BS 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, BS PAYONE will not warrant that transfers can be made in future by using the payment type "Sofort" through individual credit and payment institutions which currently offer this option. In addition, BS 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.

#### Art. 2 Special Terms and Conditions of Contract of "giropay"

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

- a. BS PAYONE shall receive payments on behalf of the Contract Partner which are made through the payment type "giropay" as specified, in detail, in item 2, through the PPS and which are deposited on BS 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. BS PAYONE undertakes to render the following additional services:
  - e. to receive from the Contract Partner the wishes to make a payment to the Contract Partner by giropay transfer ("Institution Customer") by selecting the payment type "giropay" on the Contract Partner's internet site and to forward it through the company operating giropay and through which BS PAYONE is connected to the giropay system (the giropay Operator) to the relevant credit institution connected to giropay to which the order for giropay transfer is placed (giropay Institution); to forward the feedback of the giropay Institution to the Contract Partner;
  - ii. in the event of a guarantee case, to forward to the Contract Partner the payment made by the giropay Institution to BS PAYONE on account of the guarantee specified in item 3 ("Institution's Guarantee").

BS PAYONE will not be liable for fulfilling the Institution's Guarantee though the giropay Institution.

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

Giropay is an online transfer for which the information on the recipient and purpose of an online transfer will automatically be

entered in the online banking template of the participating giro pay Institution for their customer. After the customer has indicated the bank sort code or BIC of their giro pay Institution, they will be automatically guided to the login page of their giro pay Institution where they can log in by entering their authentication data. After the successful login, an online transfer template will appear in which certain data fields can no longer be changed (recipient and purpose, inter alia). By entering a TAN, the Contract Partner's customer authorises the payment and completes the payment transaction.

### (3) Institution's Guarantee

- a. Connected to giro pay are the giro pay Institutions as guarantors on the one hand and the giro pay Operators on the other hand. The Institution Guarantee is the guarantee given by a giro pay Institution for a transfer order, which is transmitted via giro pay to the giro pay Institution and for which BS PAYONE has received a positive feedback on the successful completion of the online transfer process, which will actually be credited to the account specified in the transfer order after the giro pay Institution has made full payment (or has paid the maximum amount as specified in item 3 para. (4)) within the legal period.
- b. BS PAYONE will agree on the Institution Guarantee in a manner deemed suitable by BS PAYONE at its sole discretion. BS PAYONE's obligation is limited to forwarding any payment, which BS PAYONE has actually received, and which is made under the Institution Guarantee in relation to a giro pay transfer to the Contract Partner, to the Contract Partner.
- c. the guarantee is unconditional and irrevocable and shall apply, in case of a positive feedback on the performance of a giro pay transfer, regardless of whether the affected transfer was effective or was or will be cancelled.
- d. the Institution Guarantee will be made by the giro pay Institution toward BS PAYONE and shall apply in the internal relationship in favour of the Contract Partner.
- e. the Institution Guarantee shall, in each case, be limited to a maximum amount of EUR 10,000 per transfer order, even if a higher amount is specified in the relevant transfer order.
- f. if the Contract Partner receives no feedback or no positive feedback from BS PAYONE after the transfer of the notification described in item 1 para. (2), the Institution Guarantee shall be deemed to be rejected.

### (4) Guarantee Case and Guarantee Inquiry

- a. in the event that, despite positive feedback, the giro pay transfer order is not performed, so that the amount of the payment is not credited on the specified bank account of BS PAYONE ("Guarantee Case"), the Contract Partner shall be obliged to claim the payment under the Institution Guarantee within one (1) week after receipt of the positive feedback if the following prerequisites have been met:
- i. the guaranteed transaction amount has not been received on the recipient's account within five (5) bank work days; and

- ii. the transaction date is not older than four (4) weeks; and
- iii. BS PAYONE has received a written notification by mail from the Contract Partner to the following address that a guarantee case exists: support@bspayone.com, and such notification states the transaction reference specified by BS PAYONE, the transaction date and the amount.
- b. after receipt of the information specified in item 4 (1), BS PAYONE will immediately transfer it to the giro pay Institution.
- c. if it is a justified guarantee inquiry, the relevant giro pay Institution will perform the transfer order and credit the amount of the complained giro pay transfer to BS PAYONE. A "justified guarantee inquiry" shall be deemed to exist if the Contract Partner has an actual and justified interest in transmitting a relevant guarantee inquiry to BS PAYONE. The Contract Partner shall bear the burden of demonstrating and proving that this interest applies. In the event of a non-justified guarantee inquiry, no payment will be made to the Contract Partner.
- d. If the prerequisites specified under item 4 (1) above are not met, the Contract Partner is no longer able to claim the Institution Guarantee. If BS PAYONE nevertheless accepts the claimed guarantee case for processing, BS PAYONE shall be entitled charge on to the Contract Partner any processing fee charged by the giro pay Operator.

### (5) other duties of the Contract Partner

- a. The Contract Partner shall be obliged to only offer the giro pay payment type in the manner that transactions can be made to all giro pay Institutions connected to the giro pay system. It is prohibited to exclude individual giro pay Institutions.
- b. The Contract Partner shall be obliged to offer the
- c. The Contract Partner shall be obliged to design their ordering process in a manner that no other account or authentication data are requested from the Contract Partner's customer, apart from the Bank Identification Code (BIC).
- d. Insofar as the Contract Partner wishes to request more customer information (in particular the customer name, IBAN, etc.), the Contract Partner shall be obliged to clearly indicate toward the Customer that any other customer information provided as part of the giro pay payment process is given on a voluntary basis. If more customer information is requested, the Contract Partner must publish an understandable and clearly recognisable note explaining the request which can be retrieved at any time.
- e. The Contract Partner shall be obliged to design their ordering process and internet presentation in a manner that the customer is, beyond doubt, on the online banking site of their institution when they place a giro pay transfer and that they can recognise that by the Institution's URL displayed in the address line of the browser and by checking the safety certificate.
- f. The Contract Partner is prohibited from using, in particular, If-frames when they integrate the giro pay payment type. "If-frames" are a technology by which the internet contents will be integrated in the Contract Partner's internet offer where

the user of the internet offer is unable to recognise that these are not the Contract Partner's own contents.

- g. The Contract Partner shall ensure that they permanently meet and comply with the applicable regulations of giro pay over the entire term of the Agreement. BS PAYONE will make them available to the Contract Partner, at the latter's request.

### Art. 3 Special Terms and Conditions of Contract of "eps"

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

- a. BS 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 BS 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, BS PAYONE undertakes to perform the additional services:

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 BS 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. BS 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. BS 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. BS 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, BS 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 BS PAYONE that they will comply with the abovementioned prohibition. If the Contract Partner violates the prohibition set forth above, BS PAYONE shall be entitled to terminate the Agreement in terms of Art. 15 (4) of the General Terms and

BS PAYONE based on the violation of the above provision on the part of the Contract Partner, the Contract Partner will indemnify BS PAYONE of any and all claims and will take the place of BS PAYONE in any proceedings which might have been initiated.

### Art. 4 Special contractual terms "iDEAL"

#### (1) Performance object

- a. BS PAYONE shall be obliged to accept in the corresponding bank account of BS 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, BS 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 connect-

ed to iDEAL which is the addressee of the iDEAL transfer order ("iDEAL institute") via the company operating iDEAL and through which BS PAYONE is connected to the iDEAL system ("iDEAL operator");

- ii. forwarding the payment of the iDEAL institute made to BS PAYONE to the contractual partner in a case of warranty based on the warranty provisions set out in clause 3 ("iDEAL institute warranty").

BS 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 process.

## (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 BS 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 BS 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 BS 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 BS 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 BS 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  
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 BS 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 BS PAYONE using the following address: support@bspayone.com, including the transaction reference allocated by BS PAYONE, the transaction date and the amount payable
- b. BS 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 BS PAYONE. A "justified iDEAL warranty claim" occurs if the contractual partner has an actual, justified interest in asserting a corresponding iDEAL guarantee claim towards BS 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 BS PAYONE accepts the asserted iDEAL warranty claim for processing nevertheless, BS 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. BS 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 BS PAYONE.

- b. Before they deliver the SEPA Direct Debit transaction to BS 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 BS PAYONE and the mandate reference issued by BS 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 BS 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, BS 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. BS 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); BS PAYONE will not collect partial amounts;

### 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 BS PAYONE have agreed on the processing of payments made by the payment type "SEPA Direct Debit" through PPS.

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

BS 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 BS 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.

- d. the direct debit cannot be processed as the direct debit record
  - i. does not contain the creditor identification number assigned by BS PAYONE or if it is recognisably incorrect; or
  - ii. does not contain the mandate reference issued by BS 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

- BS PAYONE to the customer of the Contract Partner;
- ii. to forward the mandate reference assigned by BS 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 BS PAYONE;
    - the mandate reference assigned by BS PAYONE;
    - the amount;
    - the date of collection.
  - b. The Contract Partner shall be obliged to only deliver to BS 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 BS 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**

BS 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 BS 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 BS 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 prescribed by BS PAYONE and exclusively to the bank account of BS PAYONE. BS 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.