

Preamble

1. An Acceptance Contract for Face-to-Face-Business (referred to in the following as "Acceptance Contract") exists between BS PAYONE GmbH (hereinafter referred to as BS PAYONE) and the contract partner (hereinafter referred to as "CP"). The CP requests Dynamic Currency Conversion to offer dynamic currency conversion (referred to in the following as "DCC") for payment transactions settled on the basis of the Acceptance Contract.
2. DCC is a service by which the currency used during a payment transaction initiated by means of MasterCard and Visa payment cards can be converted automatically at a physical retail outlet operated by the CP. DCC enables the card holder to make payment in the card currency instead of the CP currency. The CP currency is the currency in which the CP offers products or services for sale. The card currency is the currency in which the issuer of a payment card (referred to in the following as the "Issuer") has registered the account assigned to the card. DCC may only be used if the card currency is one of the above mentioned currencies. BS PAYONE may at any time change the offer of the currencies listed above during the contractual term. In particular, BS PAYONE has the right to remove currencies from the offer at any time without replacement. The General Terms and Conditions apply. These can be retrieved at www.bspayone.com or can be requested at any time from BS PAYONE.

Customers purchasing products or services from a CP that offers DCC can decide before authorising a payment transaction whether they wish to use DCC. For this purpose they will be shown an exchange rate on the POS terminal that will be used as a basis to convert the payment amount from the CP currency into the card currency (referred to in the following as the "DCC Exchange Rate"). Based on this information, the card holder can then decide whether to use the CP currency or the card currency. The relevant payment transaction will be initiated in the card currency if the card holder decides to make payment in the card currency, whereby the payment amount is converted from the CP currency into the card currency based on the DCC Exchange Rate. The relevant payment transaction will be initiated in the CP currency if the card holder decides to make payment in the CP currency. In this case the conversion from the CP currency into the card currency will be initiated by the respective Issuer based on the terms agreed between the card holder and the Issuer, and is hence not covered by these terms. The CP would like to be credited for the payment amount in the CP currency, even if the card holder prefers to make payment in the card currency.

1. Obligations of BS PAYONE

BS PAYONE undertakes to provide the CP with the following services in connection with DCC:

1. Upon receipt of a query from the CP in this respect, BS PAYONE must send to the CP via the POS terminal (referred to in the following as the "Exchange Rate Query") the exchange rate applicable to the respective payment transaction (referred to in the following as the "Authoritative DCC Exchange Rate") for display on the POS terminal (referred to in the following as the "Exchange Rate Offer"). The Exchange Rate Query and the Exchange Rate Offer are transmitted electronically between the POS terminal and BS PAYONE.
2. BS PAYONE undertakes to convert the payment amount from the CP currency into the card currency based on the Authoritative DCC Exchange Rate, provided BS PAYONE has made an Exchange Rate Offer for the relevant payment transaction and the card holder has authorised this payment transaction in the card currency. In this case BS PAYONE must settle the payment amount with the CP in the CP currency and not in the card currency.
3. Paragraphs (1) and (2) apply accordingly to credit entries and cancellations. The Authoritative Exchange Rates offered to the CP at the time that the credit entry or the cancellation is authorised shall apply in this respect. It is therefore possible that the amount reimbursed to the card holder will be less than the amount charged to the card holder, and that the card holder may, for this reason, have a claim to compensation from the CP. BS PAYONE is not required to hold the CP harmless from such claims.

2. Duties and obligations of the CP

1. The CP must ask the card holder before authorising a payment transaction whether to authorise the payment transaction in the card currency

or in the CP currency. The CP must not influence the card holder in this decision, impede authorisation of the payment transaction in the CP currency or otherwise apply methods that would induce the card holder to use DCC without their clear consent. The CP is aware that a violation of this duty can lead to significant damages for which the CP will be required to indemnify BS PAYONE. This is without prejudice to Section 254 of the German Civil Code (BGB).

2. The CP may only use POS terminals approved by BS PAYONE and the software made available by BS PAYONE to provide DCC. The CP shall bear the cost of installation and operation of the POS terminals.
3. A CP that operates a hotel business in which it offers the card holder an express check-out service may only enable use of DCC by the card holder if prior to the express check-out it has concluded a written agreement with the card holder stating that the card holder agrees explicitly to settlement of the payment transaction in the card currency. Moreover, the CP must provide the card holder with written instruction before obtaining consent that this consent by the card holder cannot be revoked and that the Authoritative Exchange Rate will be defined by the CP at a later date without separate notification of the card holder.

3. Remuneration

1. BS PAYONE pays the CP a DCC commission for each payment transaction authorised in the card currency through use of DCC. BS PAYONE shall pay the DCC commission to the CP each calendar month by the 15th of the second month following the relevant payment transaction. The commission is gross and includes all taxes that the contractual partner may be liable to pay. The parties assume that the commission is not subject to value added tax. The value added tax is included in the commission and cannot be charged additionally, even in the event that the commission should nevertheless, contrary to expectations, be subject to value added tax.
2. The CP shall pay BS PAYONE a one-off activation fee and a monthly fee per calendar month for the provision of DCC for each POS device on which DCC can be used. The provisions set forth in the Acceptance Contract regarding the fees otherwise payable by the CP to BS PAYONE apply mutatis mutandis to the settlement and payment of the fees described in paragraph (2) above.

4. Liability

1. Unless otherwise agreed in these terms, neither BS PAYONE nor the CP of the other party shall be liable for loss of profit, anticipated additional revenue, an increase in business volume, an increase in goodwill or other indirect damage or consequential damage arising from the breach of a duty set forth in these terms.
2. Unless otherwise agreed in these terms, the liability of the parties for breach of duty arising from these terms will be limited to the equivalent value of 100,000 US dollars per calendar year.
3. This is without prejudice to the liability of the parties for culpable injury to life or limb and to liability that can neither be limited nor excluded according to applicable law.
4. Section 254 BGB shall remain unaffected.

5. Other provisions

1. These terms have the same period of validity as the Acceptance Contract.
2. Unless otherwise agreed, the terminology used in these terms has the same meaning as in the Acceptance Contract.
3. Unless otherwise agreed in these terms, the provisions of the Acceptance Contract shall remain unchanged and shall be applied accordingly to these terms.
4. These terms replace all agreements between the parties concerning the implementation of DCC.
5. Any foreign language version of the usage terms of DCC is only made available to facilitate the system's use. The sole relevant version is the German version that is available to the CP on request at any time.