

New GTaCs BS PAYONE as of September 2018

Section 3.2: changed due to revision of § 675f Abs. 6 BGB

Old GTaCs July 2016	New GTaCs September 2018
The Merchant shall not offer the relevant Services at increased prices or less favourable conditions to persons presenting Payment Cards for the purpose of payment than to customers paying in cash. The Merchant may not charge the Cardholder additional fees for the acceptance of a Payment Card. The Merchant's right to offer the Cardholder a discount for the use of a specific Payment Card or another payment authentication instrument remains unaffected. As an exception to sentence 1, the Cardholder may be charged additional fees based on a special agreement with B+S for specific Payment Cards.	The Merchant shall not offer the relevant Services at increased prices or less favourable conditions to persons presenting Payment Cards for the purpose of payment than to customers paying in cash. The Merchant may not charge the Cardholder additional fees for the acceptance of a Payment Card. The Merchant's right to offer the Cardholder a discount or another incentive for the use of a specific Payment Card or other payment instrument remains unaffected. As an exception to sentence 1, the Cardholder may be charged additional fees based on a special agreement with BS PAYONE for specific Payment Cards.

Section 4.5: changed due to change of Card Scheme rules

Old GTaCs July 2016	New GTaCs September 2018
With regard to face-to-face business, transaction receipts may only be produced manually if the POS Device is non-functional or if the magnetic strip on the back of the card cannot be read at all or only incorrectly. In such case, the transaction receipts shall be made with an imprinter and the transaction data shall be transmitted to BS PAYONE by Electronic Transmission as soon as the operational disturbance has passed. If the Electronic	Transaction receipts may not be produced manually in any case, even if the POS Device is non-functional or if the magnetic strip on the back of the card cannot be read at all or only incorrectly. The transaction data recorded by reading the card via the POS device must be transmitted to BS PAYONE electronically within one working day after the disruption has been rectified. The manual entry of card data at the

Transmission is not possible for more than one business day, the manually produced transaction receipts shall be sent to BS PAYONE by mail. For Maestro, V-Pay, UPI and Electron cards, acceptance by manually produced transaction receipts is not permitted even during an operational disruption to the POS Device. If the Card Organisations provide BS PAYONE with obligatory cancellations or additions to the card types specified above, the Merchant shall be notified of such by BS PAYONE in writing.	POS device is always impermissible.
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Section 7.2: editorial change due to revision of ZAG

Old GTaCs July 2016	New GTaCs September 2018
On behalf of the Merchant as the trustor, the Transaction Deposits received on the BS PAYONE account according to Section 7.1 as well as the credit booking amounts received from the Merchant according to Section 6.3 shall be deposited by BS PAYONE as the trustee in one or more trust accounts at one or more credit institutions. These trust accounts shall be managed in BS PAYONE's name as open trust accounts under the meaning of the German Payment Services Regulatory Act (ZAG) Section 13 para. 1 (2) (1b). [...]	On behalf of the Merchant as the trustor, the Transaction Deposits received on the BS PAYONE account according to Section 7.1 as well as the credit booking amounts received from the Merchant according to Section 6.3 shall be deposited by BS PAYONE as the trustee in one or more trust accounts at one or more credit institutions. These trust accounts shall be managed in BS PAYONE's name as open trust accounts under the meaning of the German Payment Services Regulatory Act (ZAG) Section 17 para. 1 (2) (1b).

Section 9.1: editorial change due to revision of BGB

Old GTaCs July 2016	New GTaCs September 2018
[...] In addition to that, in all price models additional service fees apply, e.g. for credit bookings, transaction cancellations, chargebacks, etc. The amount of the service fees is contingent on, inter alia, the respective requirements of the Merchant according to Section 10.2 sentence 2 pertaining to the time at which BS PAYONE should begin the transfer of amounts due under Sections 7.1. Deviant to BGB	[...] In addition to that, in all price models additional service fees apply, e.g. for credit bookings, transaction cancellations, chargebacks, etc. The amount of the service fees is contingent on, inter alia, the respective requirements of the Merchant according to Section 10.2 sentence 2 pertaining to the time at which BS PAYONE should begin the transfer of amounts due under Sections 7.1. Deviant to BGB

Section 675f para. 4 (2), the charging of remuneration for the fulfilment of secondary obligations according to BGB Sections 675c through 676c shall be allowed. All payments due to BS PAYONE are exclusive of value added tax provided that the service at the respective place of performance is deemed to be subject to VAT.	Section 675f para. 5 (2), the charging of remuneration for the fulfilment of secondary obligations according to BGB Sections 675c through 676c shall be allowed. All payments due to BS PAYONE are exclusive of value added tax provided that the service at the respective place of performance is deemed to be subject to VAT.
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Section 10.3: editorial change due to revision of BGB

Old GTaCs July 2016	New GTaCs September 2018
For the completion of the payment transfer according to Section 10.2 and in accordance with BGB Section 675s para. 1 (1)(1), a deadline of one business day after the date indicated in Section 10.2 sentence 2 shall be agreed upon.	For the completion of the payment transfer according to Section 10.2 and in accordance with BGB Section 675s para. 1 (1) (1) , a deadline of one business day after the date indicated in Section 10.2 sentence 2 shall be agreed upon.

Section 16.1: editorial change due to revision of GwG

Old GTaCs July 2016	New GTaCs September 2018
<p>The basic data to be listed in the appendices to the Agreement shall be completed by the Merchant in full and correctly. BS PAYONE must be promptly notified of any significant changes, particularly</p> <ul style="list-style-type: none"> a) a sale or leasing of the company or any other change of ownership, b) change of address or bank account, c) change of legal form or the name of the company, d) changes to the product portfolio, e) changes to the beneficial owner within the meaning of German Money Laundering Act (GwG) Section 1 para. 6. 	<p>The basic data to be listed in the appendices to the Agreement shall be completed by the Merchant in full and correctly. BS PAYONE must be promptly notified of any significant changes, particularly</p> <ul style="list-style-type: none"> a) a sale or leasing of the company or any other change of ownership, b) change of address or bank account, c) change of legal form or the name of the company, d) changes to the product portfolio, e) changes to the beneficial owner within the meaning of German Money Laundering Act (GwG) Section 3. f) changes of VAT identification number of the

company or its subsidiaries.

Section 17: editorial change due to revision of BGB

Old GTaCs July 2016	New GTaCs September 2018
The information duties resulting from BGB Section 675d para. 1(1) in conjunction with Art. 248 EGBGB Sections 3-9 (EGBGB: Introductory Act to the German Civil Code) shall be excluded.	The information duties resulting from BGB Section 675d para. 1(1) in conjunction with Art. 248 EGBGB Sections 1 - 12, 13 para. 1 (3-5) and Sections 14 - 16 (EGBGB: Introductory Act to the German Civil Code) shall be excluded.

Ziff. 18.2: changed due to change of Card Scheme rules

Old GTaCs July 2016	New GTaCs September 2018
The Card Verification Number shall be deleted after the Authorisation request has been made. It is permitted to store the documents transmitted by the Customer containing the Card Verification Number.	The Card Verification Number shall be deleted after the Authorisation request has been made. It is permitted to store the documents transmitted by the Customer containing the Card Verification Number.

Ziff. 20: editorial change due to coming into force of the General Data Protection Regulation as well as revision of the German AML Act (GwG)

Old GTaCs July 2016	New GTaCs September 2018
20.1 The contract parties undertake to keep strictly confidential all confidential information made available within the scope of the Agreement by the respective other party or the Cardholder and to not make such accessible to third parties. This shall not apply to third parties under the meaning of Section 16.5 and 16.6, which shall be obligated to maintain the confidentiality of such information by the Merchant. Information shall be deemed to be particularly confidential if such constitutes operational and/or business secrets of either contract party as well as non-anonymous	20.1 The contract parties undertake to keep strictly confidential all confidential information made available within the scope of the Agreement by the respective other party or the Cardholder and to not make such accessible to third parties. This shall not apply to third parties under the meaning of Section 16.5 and 16.6, which shall be obligated to maintain the confidentiality of such information by the Merchant. Information shall be deemed to be particularly confidential if such constitutes operational and/or business secrets of either contract party as well as non-anonymous

information regarding the Cardholders. The Merchant agrees that data arising from the terms of business subject to the Agreement (such as address, term of the Agreement, etc.) used for the fulfilment of its own business objectives may be transmitted by BS PAYONE to collaborative partners of BS PAYONE. The Merchant agrees that data that arises from identification pursuant to the GwG by his account-holding bank can be transmitted to BS PAYONE. This is also true for copies of official documents, register extracts (e.g. identity card with photograph, commercial register extracts, trade licenses). In addition, the Merchant agrees that transferred data for identification purposes as pursuant to GwG Sections 4,7 and for the purpose of assessing the Merchant's creditworthiness may be transmitted to credit agencies (e.g. the German Credit Bureau (Schufa) or Creditreform). The respective credit agency shall save and transmit data to BS PAYONE for the purpose of a credit assessment of natural persons. The respective credit agency shall only make personal data available if, in individual cases, a legitimate interest is credibly presented by BS PAYONE. The respective credit agency shall provide address information for the purpose of determining debt. When providing information, the respective credit agency can also issue to BS PAYONE a probability value calculated via its database regarding the assessment of credit risk (score process). The Merchant can receive information from the respective credit agency about the Merchant-related data being stored. Upon request, BS PAYONE shall notify the Merchant of the name of the credit agency which received the Merchant's data and the address of the respective credit agency. The Merchant revocably authorises BS PAYONE to obtain general bank information and to this extent releases the account-holding bank from banking secrecy. Both parties are obliged to comply with

information regarding the Cardholders.

The Merchant is obliged to inform its customers (cardholders) in a transparent manner about BS PAYONE's data processing in accordance with General Data Protection Regulation (GDPR) Art. 14, taking into account the "Information on data processing in the context of payment handling by BS PAYONE GmbH pursuant to the General Data Protection Regulation (GDPR) Art. 14 ", which can be viewed and downloaded at www.bspayone.com.

(Rest of this section is now in Section 20.6)

all statutory data protection regulations.	
<p>20.2 The Merchant shall undertake adequate measures to protect against the unauthorised use of Payment Cards and Card Data. In particular, the data specified in Section 20.1 (e.g. card number) may only be stored in the Merchant's own system truncated or encrypted after PCI certification as set out in Section 7.4 and only when and as long as such is permissible and absolutely necessary. The data on track 2 contained in the magnetic strip of the Payment Card and other verifications codes may not be saved under any circumstances, neither in the Merchant's own system nor in the system of a third party instructed by the Merchant. If the Merchant stores data in violation of these provisions, it shall be liable for all damages resulting from the storing of data. Further claims for damages remain unaffected.</p>	Now Section 20.7
<p>20.3 If there are indications that Card Data or Cardholder data has been misused in the Merchant's area of responsibility (e.g. via unauthorised attempts to access card-relevant systems, the loss of Card Data), the Merchant is obliged to notify BS PAYONE of such immediately. In such cases, BS PAYONE is obligated based on Card Organisations' regulations to commission a company accredited by the Card Organisations to verify if such misuse took place (PCI-Audit). If it is determined that misuse has taken place, the Merchant shall reimburse BS PAYONE according to Sections 9.2 and 9.3 all expenditures which were incurred by the misuse. In particular, this includes the costs for the PCI-Audit as well as penalty fines and fees charged to BS PAYONE by the Card Organisations based on the misuse. Any claims for damages by BS PAYONE against the Merchant as well as additional claims for the reimbursement of expenditures according to Sections 9.2 and 9.3 remain unaffected. Provided that the misuse is also attributable to</p>	Now Section 20.8

BS PAYONE, BGB Section 254 shall apply.	
./.	<p>20.2 BS PAYONE processes the personal data collected directly by the Merchant for the purpose of executing the contracts concluded with the Merchant and the services associated with them. Other purposes for processing this personal data by BS PAYONE include fraud prevention, audits pursuant to the Act on the Detection of Proceeds from Serious Crime, detection and prevention of violations of directives or applicable terms and conditions, credit checks, protection of its own IT infrastructure, improvement of services by optimising usability, verification of creditworthiness and solvency, and marketing.</p>
./.	<p>20.3 Any processing necessary for the fulfilment of primary and secondary service obligations shall be carried out on the legal basis of GDPR Art. 6 para. 1b) (performance of the contract). The processing required for fraud prevention and audits in accordance with the Act on the Detection of Proceeds from Serious Crime takes place on the legal basis of GDPR Art. 6 para. 1c) (legal obligation). Processing of personal data for marketing purposes shall only take place with the Merchant's prior consent. Consent already given can be revoked by the Merchant at any time. Other data processing for the aforementioned purposes is carried out on the legal basis of GDPR Art. 6 para. 1f) (legitimate interest). The legitimate interest of BS PAYONE is economic security, as well as monitoring compliance with the agreements applicable between the contract parties.</p>
./.	<p>20.4 In the course of processing, the personal data is also passed on in whole or in part to banks and financial service providers, card schemes, web crawling service providers, authorities and credit agencies.</p>
./.	<p>20.5 BS PAYONE will retain personal data for the</p>

	<p>term of the contract and any subsequent statutory retention periods. Upon expiry of this period, BS PAYONE will erase the personal data without being asked to do so.</p>
Used to be Section 20.1	<p>20.6 The Merchant shall have the rights to information, correction and/or deletion, restriction of processing, objection and the right to data portability in accordance with the provisions of the GDPR. In the event of consent given by the Merchant, this consent can be revoked informally at any time. In addition, the data subjects have the right to lodge a complaint with a supervisory authority in accordance with GDPR Art. 77.</p> <p>The Merchant agrees that data collected by its account-holding bank within the context of identification according to GwG may be transmitted to BS PAYONE. This also applies to copies of official documents, register excerpts or copies (e.g. identification card with photograph, commercial register extracts, trade licenses). In addition, the Merchant agrees that data specified in the contract underlying this business relationship (e.g. address, contract term, etc.) may be transferred to BS PAYONE cooperation partners to fulfil proprietary business purposes. The Merchant also agree that data transferred for identification purposes as pursuant to GwG Section 10 and for the purpose of assessing the Merchant's creditworthiness may be transmitted to credit agencies (e.g. the German Credit Bureau (Schufa) or Creditreform). The respective credit agency shall save and transmit data to BS PAYONE for the purpose of a credit assessment of natural persons. The respective credit agency shall only make personal data available if, in individual cases, a legitimate interest is credibly presented by BS PAYONE. The respective credit agency shall provide address information for the purpose of determining debt. When providing information, the respective credit agency can also issue to BS PAYONE a probability value</p>

	<p>calculated via its database regarding the assessment of credit risk (score process). The Merchant can receive information from the respective credit agency about the Merchant-related data being stored. Upon request, BS PAYONE shall notify the Merchant of the name of the credit agency which received the Merchant's data and the address of the respective credit agency. The Merchant revocably authorises BS PAYONE to obtain general bank information and to this extent releases the account-holding bank from banking secrecy. Both parties are obliged to comply with all statutory data protection regulations.</p>
./.	<p>20.9 The company data protection officer at BS PAYONE can be contacted by letter to: BS PAYONE GmbH, Data Protection Officer, Lyoner Strasse 9, 60528 Frankfurt am Main/Germany, or by e-mail to: privacy@bspayone.com</p>

Section 21.1: editorial change due to revision of BGB

Old GTaCs July 2016	New GTaCs September 2018
<p>In regards to the liability of BS PAYONE in the event of nonoccurring or incorrect execution of a payment transaction, the following shall apply:</p> <p>a) BS PAYONE shall be liable in accordance with BGB Section 675y only for culpable breaches of obligations during the execution of payment transactions. All other liability under BGB Section 675y is excluded.</p> <p>b) The liability of BS PAYONE to the Merchant for damages in the event of a non-occurring or incorrect execution of a payment transaction, which is not accounted for in BGB Section 675y, shall be limited to 12,500.00 Euro in accordance with BGB Section 675z para. 2. This shall not apply to intent and gross negligence, interest</p>	<p>In regards to the liability of BS PAYONE in the event of non-occurring, incorrect or delayed execution of a payment transaction, the following shall apply:</p> <p>a) BS PAYONE shall be liable in accordance with BGB Section 675y only for wilful and grossly negligent breaches of obligations during the execution of payment transactions. All other liability under BGB Section 675y is excluded.</p> <p>b) The liability of BS PAYONE to the Merchant for damages in the event of a non-occurring, incorrect or delayed execution of a payment transaction, which is not accounted for in BGB Section 675y, shall be limited to 12,500.00 Euro in accordance with BGB Section 675z para. 2. This shall not apply to intent and gross</p>

loss and for the risk assumed by BS PAYONE.	negligence, interest loss and for the risk assumed by BS PAYONE.
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Section 22.8 : editorial change

Old GTaCs July 2016	New GTaCs September 2018
<p>[...]</p> <p>e) in addition to the obligations specified in Sections 20.2 and 20.3, if he stores, processes or transfers sensitive payment data, to cooperate with BS PAYONE and the responsible law enforcement agencies in the event of major payment security incidents including data protection breaches [...]</p>	<p>[...]</p> <p>e) in addition to the obligations specified in Sections 20.7 and 20.8, if the Merchant stores, processes or transfers sensitive payment data, to cooperate with BS PAYONE and the responsible law enforcement agencies in the event of major payment security incidents including data protection breaches.</p>

Section 22.9 : editorial change

Old GTaCs July 2016	New GTaCs September 2018
<p>If the Merchant handles sensitive payment data, i.e. if he stores, processes or transfers such data, he is also obliged to take the following measures in addition to the requirements specified in Sections 20.2 and 20.3: [...]</p>	<p>If the Merchant handles sensitive payment data, i.e. if he stores, processes or transfers such data, he is also obliged to take the following measures in addition to the requirements specified in Sections 20.7 and 20.8. [...]</p>

Section 27.2: Limitation of exclusivity to Network Operation Services

Old GTaCs July 2016	New GTaCs September 2018
<p>During the term of this agreement the Merchant undertakes to settle all transactions via the payment procedures underlying the Agreement exclusively through BS PAYONE or through a third party authorised by BS PAYONE. During the term of a rental or maintenance agreement for POS Devices, the Merchant is obligated to accept the agreed payment procedure exclusively from BS PAYONE at the time of provision by BS PAYONE.</p>	<p>During the term of the rental or maintenance agreement for POS devices, the Merchant undertakes to settle all transactions via the payment procedures underlying the Agreement and specified in Section 28.2 exclusively through BS PAYONE or through a third party authorised by BS PAYONE</p>

Section 28.2: changed due to coming into force of the General Data Protection Regulation

Old GTaCs July 2016	New GTaCs September 2018
<p>[...]</p> <p>Electronic Direct Debt</p> <p>The provisions in Section 28.2 shall apply.</p> <p>The electronic direct debit procedure is not based on any agreement with credit institutions. The provisions of the relevant banking agreement between the Merchant and the Merchant Bank shall apply, according to which the requirements for return of direct debits shall be determined, among other matters. The Merchant shall undertake to utilise the text provided by BS PAYONE regarding the Cardholder's declaration of consent or the information regarding data protection law according to the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG). This includes all bon rolls and printouts that are generated by POS Devices or POS systems. The Merchant also undertakes to install a notice in its place of business that corresponds with the relevant requirements of the BDSG; the notice shall be placed in a clearly visible position for the Cardholder (i.e. at the point of sale). [...]</p>	<p>[...]</p> <p>Electronic Direct Debt</p> <p>The provisions in Section 28.2 shall apply.</p> <p>The electronic direct debit procedure is not based on any agreement with credit institutions. The provisions of the relevant banking agreement between the Merchant and the Merchant Bank shall apply, according to which the requirements for return of direct debits shall be determined, among other matters. The Merchant shall undertake to utilise the text provided by BS PAYONE regarding the Cardholder's declaration of consent or the information regarding data protection law according to the GDPR. This includes all receipt rolls and printouts that are generated by POS Devices or POS systems. The Merchant also undertakes to install a notice in its place of business that corresponds with the relevant requirements of the GDPR; the notice shall be placed in a clearly visible position for the Cardholder (i.e. at the point of sale). In particular, the reference text must contain the information required by Art. 13 GDPR.[...]</p>

Section 32.5: Clarification

Old GTaCs July 2016	New GTaCs September 2018
<p>BS PAYONE shall notify the Merchant of any amendments to the Agreement and the General Terms and Conditions at least two months before such amendments become applicable (Amendment Notification).</p>	<p>BS PAYONE shall notify the Merchant of any amendments to the Agreement, including all contractual components, and particularly the General Terms and Conditions, at least two months before such amendments become applicable (Amendment Notification). [...]</p>

[...]