

# Terms and conditions for online access to the ConCardis GmbH merchant statements via the Internet (Online statement service or ESP)

## 1. SUBJECT OF THE SERVICE

Participation in ConCardis' online statement service ("ESP") allows merchants to access statements detailing the MasterCard/Visa transactions submitted to ConCardis via the Internet at [www.esp-concardis.com](http://www.esp-concardis.com). The merchant's access to the statements is limited to a period of six months.

## 2. LOGON AND USE

To use the online service, the merchant specifies in the application a password for initial logon or for use in the event that the active password is lost or incorrectly entered (application password), as well as an e-mail address to be used for online contact and as a user ID. For use of the online system, the merchant creates a password after the initial logon (active password). The merchant shall oblige his/her employees to treat this active password as confidential.

Participation in the ESP service requires the use of an Internet browser with a minimum of 128-bit encryption (Internet Explorer 5.0 and above) which is set to allow temporary cookies. If the merchant is behind a firewall, Internet access on "Port 443" must be allowed in order to use the ESP service.

## 3. OBJECTIONS REGARDING STATEMENTS

ConCardis provides the merchant with access to the statements via the Internet application one day after each statement date. The statement is considered as received as soon as ConCardis has made it available to the merchant. The merchant undertakes to access the statement in a timely fashion and to check immediately that it is complete and correct. Any objections must be made in writing to ConCardis without undue delay. An objection is deemed to have been raised without undue delay if it is sent to ConCardis within the period agreed with the merchant in the Service Agreement, counted from the date when the statement was received. If the merchant fails to raise disputes in time, the statement is deemed to have been approved. ConCardis shall draw particular attention to this consequence when the statement is issued. The merchant can demand that the statement be corrected even after this period has expired, but must then prove that a debit has been made in error, or that a credit to which he/she was entitled has not been granted.

## 4. TERMINATION

The merchant may terminate this Agreement in writing at any time by giving four weeks notice to the end of the month. In such cases, ConCardis shall ensure that a transition is made to paper statements by post as soon as possible.