

# Terms and conditions of Concardis GmbH for Concardis Payengine

## 1. Scope of application, subject of the contract

- 1.1 These terms and conditions govern the set-up and provision of a connection for electronic systems to an Internet platform (hereinafter referred to as 'Concardis Payengine') for the purpose of the secure processing of payments (e.g. distance selling via telephone or in e-commerce). The contract partner is a provider of goods or services on the Internet or via mail/telephone order processes.
- 1.2 Concardis Payengine is leased to the contract partner of Concardis exclusively for its use; the contract partner does not acquire any licence or other rights to software. Concardis reserves the right to adapt the software at any time, to provide the contract partner with a new version and to change the functions and characteristics of the software.
- 1.3 These terms and conditions apply to the contractual relationship between Concardis and the contract partner. They take precedence over any contrary terms and conditions of business of the contract partner even without express objection. They do not constitute a contractual relationship between Concardis and the customer of the contract partner.
- 1.4 These terms and conditions apply independent of the terms and conditions of Concardis GmbH for the acceptance of Mastercard, Maestro, Visa, Visa Electron, JCB, Diners/Discover and V PAY cards whose information is transmitted in writing, by telephone or via the Internet, as well as independent of the terms and conditions of paydirekt, the special terms and conditions for electronic Dynamic Currency Conversion (eDCC) and the special terms and conditions for giro pay.

## 2. Scope of service

- 2.1 Concardis provides the deliveries and services agreed in the service agreement in line with the prices and conditions indicated in the table of fees and services. As part of the processing of payment transactions using Concardis Payengine, Concardis ensures that the transaction information for the transaction carried out using card data is transmitted to the card-issuing bank for authorisation and transaction submission.
- 2.2 In the event of using the advance payment or bank transfer service, the contract partner declares its consent to the use of the information relating to the bank and account of the contract partner by concluding the service agreement. Due to the independence of the data preparation of the aforementioned data sources, Concardis expressly

does not guarantee the permanent availability of this data.

- 2.3 The transmission of data to and from Concardis is carried out via the Internet using telecommunications networks and services of third parties. A secure connection is also established using the third-party transmission systems available on the Internet.
- 2.4 The following are not included in the scope of services of Concardis as part of the provision of Concardis Payengine:
  - a) The connection and data transmission between the contract partner and the customer; Concardis has no influence on this
  - b) Data transmission to telecommunications networks of the contract partner and third parties; Concardis has no influence on these nor on data traffic on the Internet and does not assume the responsibility for their availability and reliability
  - c) The accuracy of the content of the result of the authorisation; Concardis assumes no payment guarantee in connection with the provision of Concardis Payengine
  - d) The availability of the account directory servers of Visa, Mastercard, Diners/Discover, JCB and UnionPay
- 2.5 The information obligations of Concardis arising from sections 675d, paragraph 1 (1), of the BGB, in conjunction with article 248, sections 3 through 9, of the EGBGB, as well as the burden of proof and fee regulations in section 675d, paragraphs 2 and 3, of the BGB, are waived and therefore do not apply to the services to be provided.
- 2.6 Concardis is entitled to suspend the Concardis Payengine service in the following cases:
  - a) Concardis carries out measures on its telecommunications network or its payment software that cannot be carried out without the interruption of the service; Concardis will not carry out such measures during peak business hours if it can be avoided.
  - b) The contract partner has caused unjustified chargebacks of the fees charged by Concardis and the deadline for payment to be submitted by the contract partner has expired.

## 3. Obligations of the contract partner

- 3.1 The contract partner is obliged to provide Concardis with all information relating to the contract partner that is required for the execution of the service.
- 3.2 The contract partner is obliged to comply with the

## Terms and conditions of Concardis GmbH for Concardis Payengine

- security guidelines (annex).
- 3.3 Concardis reserves the right to limit the amount of transactions that can be submitted if there are indications of a deterioration of the financial position of the contract partner or increased instances of card abuse with regard to the contract partner.
- 3.4 To use Concardis Payengine, the contract partner must maintain the availability of Internet-capable hardware and software, an Internet connection, an HTTPS-enabled browser with the support of common encryption algorithms and an interface that enables the contract partner to use Concardis Payengine. In addition, the contract partner is obligated to have the interface programmed according to the specifications of Concardis if necessary.
- 3.5 The contract partner is obliged:
- a) To take the necessary precautions for the security of its systems
  - b) To notify Concardis immediately – subsequently in writing in the event of telephone notification – of any disruptions and damage, including an exact description of the circumstances of the disruptions and/or the damage as well as possible causes; the contract partner will provide Concardis with all necessary documents and information as well as access to the premises and the hardware; Concardis will not rectify any disruptions and damage caused by the contract partner not using the most recent software release
  - c) To turn off its own active monitoring system; this monitoring is exclusively comprised of the systems of the contract partner; active monitoring and load tests are not permitted
  - d) To only copy access components for back-up and archiving purposes, to not change the software provided and to not grant any sublicences
  - e) In the event of contract termination, to completely delete any indication of the use of Concardis Payengine and to return to Concardis any data carriers and system information provided by Concardis immediately after the end of the contract term
  - f) To use the SHA signature and/or the API keys for all transactions regardless of the processing method used
  - g) To enable selective and permanent read access to its bank accounts for the advance payment and bank transfer services
  - h) To use Concardis Payengine exclusively for the URLs provided to and approved by Concardis
- 4. Data security and data protection**
- 4.1 Concardis ensures the storage and availability of the payment transactions conducted via Concardis Payengine for a period of three months from the date of the transaction.
- 4.2 The contract parties undertake to treat as confidential all information that the other contract partner has expressly indicated as confidential, or which is recognisable as confidential based on its content, and to not make this information accessible to third parties. This obligation applies in particular to operational and commercial secrets of a contract party that become known during the performance of the contract.
- 4.3 The contract partner is to ensure that third parties it employs in conjunction with the use of Concardis Payengine are obliged accordingly to maintain confidentiality.
- 4.4 The contract partner is to ensure that its user IDs (PSPID, terminal ID, merchant ID) and all other login information used by it are protected against third-party access and are only made available to authorised persons. Every person identified by the correct entry of login information is considered by Concardis to have been authorised by the contract partner. Concardis verifies the login information as well as the API access data. No further verification of authorisation is carried out.
- 4.5 The contract partner is responsible for ensuring that all data in need of protection (e.g. credit card numbers) is protected in accordance with the respective available security provisions against access by unauthorised third parties. For this purpose, the following provisions apply in particular:
- a) Among other things, the contract partner is obliged to the following:
    - i. To ensure that the security patches are installed on all of its devices and that these have been configured in an access-secure manner
    - ii. To not store sensitive information such as credit card numbers or card security numbers (CVC/CVV) on data carriers at any time
    - iii. To protect all of its passwords and to change them regularly, in particular the password for access to the Concardis Payengine account
    - iv. To secure access to its servers and applications and its technical infrastructure as a whole, particularly through the use of firewalls and antivirus programs
    - v. To implement and comply with processes for

## Terms and conditions of Concardis GmbH for Concardis Payengine

the development of secure applications

- b) Through Concardis Payengine, Concardis makes available multiple automatic or manual control mechanisms with which the contract partner can check whether the payments conducted by Concardis match those of its own sales system. In particular, Concardis Payengine enables the following:
  - i. Online transaction request via the account of the contract partner
  - ii. Reconciliation of payment information with SHA key systems and/or web hugs
  - iii. Sending payment notifications via email to the contract partner
  - iv. Other electronic notifications in real time or delayed
- c) Furthermore, the contract partner undertakes to implement and use appropriate processes for monitoring the proper execution of payments. The contract partner is liable for any damage resulting from the insufficient fulfilment of the aforementioned obligations.
- d) The contract partner undertakes to observe the requirements of the card organisations for the protection of card data against compromise of the existing programmes Mastercard Site Data Protection (SDP) and Visa Account Information Security (AIS) according to the Payment Card Industry. The contract partner will inform itself regularly with regard to the requirements of the PCI DSS standards on the website of the PCI Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). The contract partner will register on the Concardis platform (<https://securitycenter.concardis.com>), truthfully complete the PCI self-assessment questionnaire (SAQ) and, if necessary, have PCI DSS security scans carried out by a PCI qualified security assessor (QSA).

### 5. Appointment of third parties

- 5.1 Concardis is entitled to appoint third parties with the fulfilment of its contractual obligations without having to inform the contract partner.
- 5.2 The contract partner may only transfer agreed services or rights and obligations arising from this contractual relationship to third parties if Concardis has agreed to this in writing in advance; in this regard, affiliated companies of the contract partner pursuant to sections 15 et seq. of the AktG are also considered third parties. In the event of credit

enquiries, transmissions are generally excluded by law as well as on the part of the data owners/credit agencies.

### 6. Fees and payment conditions

- 6.1 Fees that are to be paid to Concardis by the contract partner for deliveries/services from Concardis are to be based on the prices valid at the time of the conclusion of the agreement, which are set out in the service agreement and table of services and fees for Concardis Payengine. Fees are subject to VAT at the valid statutory rate in each case. The fees will be charged to the contract partner based on the direct debit mandate to be granted by the contract partner. Concardis does not issue an additional invoice, unless agreed otherwise. If the contract partner demands an invoice, this service will be invoiced and the invoice amount is payable in full within ten days. In the event of an unjustified chargeback of fees collected, access may be suspended or the virtual terminal may be blocked, and the damage incurred calculated after the unsuccessful expiration of a deadline set for payment.
- 6.2 When using the SEPA direct-debit service, Concardis – in the event of chargebacks on the part of the customers of the contract partner – will debit the chargeback including chargeback fee incurred from the account of the contract partner.
- 6.3 The contract partner may only offset claims from Concardis with undisputed or legally established claims. Concardis is entitled to offset its claims for payment with receivables of the contract partner from the acceptance of credit cards, giro pay, SEPA direct debits and paydirekt.
- 6.4 Concardis will inform the contract partner in writing of price increases or changes to these terms and conditions. The contract partner may terminate the agreement without notice within one month after receipt of the notification of change, if the prices or conditions are changed to the disadvantage of the contract partner. If the contract partner does not terminate the agreement without notice with express reference to the notified price increase or change of condition, the change is deemed to be approved. Concardis will expressly alert the contract partner to these consequences in the written notification.
- 6.5 Concardis is entitled to demand the provision of collateral before and at any time after the commencement of the agreement. The collateral can be provided by means of a directly enforceable,

## Terms and conditions of Concardis GmbH for Concardis Payengine

irrevocable and unlimited declaration of guarantee by a bank authorised within the European Economic Area or by deposit in cash. Concardis may demand collateral in a reasonable amount. Generally, reasonable means the average fees for three months as estimated by Concardis at its own reasonable discretion or determined using the values of the preceding three months. A demand for higher amounts must be justified vis-à-vis the contract partner using the circumstances of the individual case. To this end, the usage and payment behaviour of the contract partner as well as objective indications of a future increased frequency of usage-related fees are taken into consideration.

### 7. Warranty and liability

- 7.1 Concardis ensures the provision of the service within the framework of the contractually agreed availability. The service is not unavailable if this is due to a programming error in Concardis Payengine that could have been easily discovered by the contract partner through the execution of tests in the test environment.
- 7.2 Concardis and its legal representatives or agents are only liable for damage if it is in breach of essential contractual obligations, unless the damage is attributable to a grossly negligent breach of obligations by Concardis, its legal representatives or agents.
- In particular, Concardis is not liable for the following:
- a) Defects of products and services of third parties, such as software or data transmission by third parties, even if Concardis acted as an intermediary between the contract partner and the third party
  - b) Defects and incompleteness of the interfaces provided; bottlenecks, malfunctions and outages caused by the telecommunications provider employed by Concardis or by the contract partner
  - c) Loss of interest incurred by the contract partner due to late value dates which are beyond the control of Concardis
- 7.3 If essential contractual obligations as defined above are breached by simple negligence, the liability of Concardis is limited to €5,000 per instance. This limitation of liability also applies to the deliberate or grossly negligent breach of contractual obligations by agents which are not legal representatives or senior managers of Concardis.
- 7.4 In all cases, the liability of Concardis is limited to the damage caused directly by Concardis that is generally and typically foreseeable in such cases. No

liability is incurred for lost profit.

The contract partner is liable to Concardis for damage arising from the culpable compromising of card data or culpable breaches of contract by the contract partner. Penalties imposed by Mastercard International, Visa International, Diners/Discover, JCB and/or UnionPay also count as damage in this context. Concardis indemnifies the contract partner against claims for damages and penalty fees resulting from the phishing of card data belonging to the customers of the contract partner from Payengine.

### 8. Commencement and duration of the agreement

- 8.1 This agreement is concluded with the countersignature of Concardis. The same applies to additional orders placed by the contract partner, even if these are not included in the service agreement.
- 8.2 Termination of the contract
- 8.2.1. Unless another duration for the Concardis Payengine service agreement has been specified, the agreement has a term of 12 months from the date the agreement was concluded.
  - 8.2.2. The contract is extended beyond the agreed term by a further 12 months each time it is not terminated at least three months prior to the intended expiry date. The agreement must be terminated in writing.
  - 8.2.3. The right of Concardis to extraordinary termination and termination without notice on serious grounds is reserved. Serious grounds for Concardis exist in particular in the following cases:
    - a) The contract partner has not provided the collateral required under point 6.5 within a period of two weeks after written request or has not replenished collateral that has been used up.
    - b) After commencement of the agreement, circumstances come to light which cast significant doubt upon the creditworthiness and/or solvency of the contract partner.
    - c) The insolvency or lack of creditworthiness of the contract partner has been determined because, for example, insolvency proceedings regarding its assets have been initiated or the initiation has been rejected due to a lack of assets.
    - d) The contract partner abuses a service, violates penal provisions during use, the use is carried out in particular in connection with activities which have been declared unconstitutional or terrorist

## Terms and conditions of Concardis GmbH for Concardis Payengine

or serves the purpose of the dissemination of content which glorifies violence, pornographic or other immoral or extremist nature, or there is sufficient suspicion of an offence, in which case the contract partner has the opportunity to make a counterstatement in the case of blocking due to sufficient suspicion of an offence.

- e) The contract partner carries out or has carried out a transfer to a third party without the express consent of Concardis, or the volume agreed with Concardis has been exceeded or is expected to be exceeded by more than 20%.
  - f) A change to the legal situation occurs – be it through a change in law or decision made by an authority or court – which leads to a change in the service offered.
  - g) The network and/or data centre operator discontinues its service for the respective service, regardless of the reason.
- 8.2.4. In cases 8.2.3 a) to e), the customer must pay Concardis the usage-related fees which would have been incurred until the end of the agreement had it been terminated with notice, unless Concardis can demonstrate a higher damage amount. The contract partner is expressly entitled to prove that Concardis incurred only minor damage, or no damage at all, in connection with the termination without notice.
- 8.2.5. If the contract partner no longer fulfils its obligations, Concardis may withdraw from the agreement and/or demand compensation for non-fulfilment. This commonly occurs if, for example, the contract partner falls into arrears with its payment obligations or, after concluding the agreement, its financial circumstances deteriorate to the extent that settlement or insolvency proceedings are initiated. In these cases, Concardis is entitled to demand payment of all fees incurred over the remainder of the contractual term and to invoice them to the contract partner for immediate payment.

### 9. Payment via SEPA direct debit

- 9.1 The contract partner has the opportunity to offer its customers the option of paying via SEPA direct debit.
- 9.2 When using the SEPA direct-debit service, the contract partner bears the risk with regard to the creditworthiness of the end customers, a later objection by the customer or falsified or stolen card

data. In the event of a chargeback, the contract partner is neither relieved of the obligation to pay the fee to Concardis, nor does the contract partner obtain a right to be refunded a fee which has already been paid. In the event of such chargebacks, Concardis will debit the chargeback amount from the contract partner via SEPA direct debit. The contract partner is obliged to always maintain a valid SEPA direct debit authorisation for Concardis relating to an account with sufficient funds. In the event of a rejection of the direct-debit authorisation, the contract partner is no longer entitled to use the SEPA direct-debit service.

- 9.3 The contractual parties agree that the collection of personal data and the transmission thereof by the contract partner to Concardis for processing as part of payment processing via electronic direct debit in accordance with the conditions agreed between the parties are only permissible with the legally enforceable consent of the end customer. If the customer has not given their consent, then they must be referred to a different payment method. In light of this mutual understanding, the contractual parties agree the following:

- 9.4 If SEPA direct debit is used with an integration version which does not automatically display the SEPA direct debit text from Concardis, the contract partner undertakes to obtain a documented SEPA direct debit mandate from the respective end customer. The following standard text is to be used for this purpose: Concardis GmbH, Helfmann-Park 7, 65760 Eschborn, Germany  
Creditor identification number DE82ZZZ00000346626  
Mandate reference [mandateID\_issued\_individually\_by\_merchants]  
SEPA direct debit mandate

I hereby authorise Concardis GmbH to take a one-time payment from my account via direct debit. I also instruct my bank to honour the direct debits taken from my account by Concardis GmbH.

Note: I can demand that the amount be refunded within eight weeks after the date on which the debit was made. The terms and conditions agreed with my bank apply here.

\_\_\_\_\_  
First and last name (account holder)

\_\_\_\_\_  
Street, house number

\_\_\_\_\_  
Postcode and town

Terms and conditions of Concardis GmbH  
for Concardis Payengine

\_\_\_\_\_ |

Bank (name and BIC)

IBAN: D E \_ \_ | \_ \_ \_ \_ | \_ \_ \_ \_ | \_ \_ \_ \_ | \_ \_

\_\_\_\_\_  
Date, place

Sample GmbH will inform me about the debit of this type prior to the first transaction of a SEPA direct debit.

**10. Miscellaneous**

- 10.1 All amendments or additions to these terms and conditions must be in writing in order to be valid. The same applies to any agreement waiving the requirement for the written form.
- 10.2 If any provision of this agreement is or should become invalid, this does not affect the validity of the remaining provisions. The parties are to replace the invalid provision with a valid provision which best achieves the desired economic result.
- 10.3 The contract is subject to the law of the Federal Republic of Germany. The place of performance is Frankfurt am Main. The place of jurisdiction for all legal disputes arising from this agreement is Frankfurt am Main if the contract partner is a merchant, legal entity under public law or special fund under public law; if the contract partner has its general place of jurisdiction in Germany or if the contract partner moves its residence or usual place of residence out of Germany after conclusion of the agreement; or if the residence is not known.

## Terms and conditions of Concardis GmbH for Concardis Payengine

### Special terms and conditions for electronic Dynamic Currency Conversion (eDCC)

#### 1. Basis

The following conditions apply if the contract partner has chosen the electronic Dynamic Currency Conversion option in the service agreement or an additional agreement. Pursuant to the following provisions, Concardis enables customers of the contract partner at their request to settle Mastercard and Maestro as well as Visa, Visa Electron and V PAY card transactions made in the business of the contract partner and in which the card data is transmitted via the Internet in the settlement currency of their credit card (hereafter 'invoice currency'). Unless the following terms and conditions provide otherwise, the terms and conditions of Concardis GmbH for the acceptance and settlement of Mastercard/Maestro and Visa/Visa Electron/V PAY card data transmitted in writing, by telephone or via the Internet apply.

#### 2. Obligations of Concardis

- 2.1 Concardis will send the contract partner the current exchange rate between the contract partner's local currency and the invoice currency of the cardholder on a daily basis and perform the DCC service for the invoice currencies of the cardholder as listed on the website [www.concardis.com](http://www.concardis.com). Concardis is entitled to suspend the conversion service for individual currencies if the exchange rates become excessively volatile. Concardis will inform the contract partner accordingly in writing, giving three days' notice.
- 2.2 Concardis will ensure that the total invoiced amount is charged to the cardholder in their invoice currency. Card sales will be credited in the settlement currency agreed with the contract partner in accordance with the terms of the service agreement between Concardis and the contract partner.

#### 3. DCC transactions

- 3.1 The contract partner undertakes to ask the holder of a foreign Mastercard, Maestro, Visa, Visa Electron or V PAY card before payment is made if they would like to carry out the transaction in the currency of their card (electronic Dynamic Currency Conversion transaction, also known as an 'eDCC transaction' or

'invoice currency') or in the local currency valid at the contract partner's place of business. The contract partner undertakes neither to raise additional obstacles to payment of the card sales in the local currency nor to make use of any procedures that induce the cardholder to use the eDCC service without having made an explicit decision to do so.

- 3.2 The contract partner will only use the software solution approved by Concardis – Concardis Payengine – to carry out the eDCC service. The contract partner bears the costs of using, installing and operating Concardis Payengine.
- 3.3 The contract partner undertakes to use the most up-to-date exchange rates provided to it for the currency conversion service.

## Terms and conditions of Concardis GmbH for Concardis Payengine

### 4. Electronic settlement and authorisation system

- 4.1 The contract partner will only send card transactions using the currency conversion service to Concardis online, by means of the approved Concardis Payengine (simultaneous authorisation and payment). To use the eDCC service, the contract partner will follow the operating instructions for the software provided by Concardis.
- 4.2 The contract partner is to ensure that the email order confirmation sent to the cardholder includes the total invoice amount in both the local currency and in the cardholder's currency, including both corresponding currency codes, the exchange rate used, the source of the exchange rate used, the premium charged on the exchange rate, any fees and the confirmation by the cardholder that they were offered the option of paying either in local currency or in their domestic currency and the choice they made.

### 5. Fee, DCC rate

- 5.1 The contract partner receives a fee for eDCC transactions from Concardis in the agreed settlement currency. Concardis will refund to the contract partner the fee mentioned in the service agreement or additional agreement (eDCC rate) for each card transaction converted using eDCC and submitted to Concardis. The refund is deducted from the service fee payable by the contract partner to Concardis for the settlement of the card transaction.
- 5.2 Concardis reserves the right to alter the eDCC rate. The contract partner will be notified of any alterations in writing at least 30 days before they take effect. If the contract partner does not agree with the alteration, it can terminate the eDCC option by giving notice of ten days to the end of the month, sent by recorded delivery.
- 5.3 Chargebacks and credits for converted sales transactions will be made in the settlement currency agreed with the contract partner after converting the original invoice amount from the cardholder's currency to the contract partner's settlement currency at the exchange rate used by Concardis at this date. The contract partner is to reimburse Concardis for the fee paid for the sales transaction charged back after receiving the invoice. It is not possible to cancel card transactions if the eDCC currency conversion service is used.

### 6. Duration, termination, miscellaneous

- 6.1 The duration of the eDCC option corresponds to the duration of the agreement between Concardis and the contract partner for the acceptance and settlement of Mastercard/Maestro and Visa/Visa Electron/V PAY card data transmitted in writing, by telephone or via the Internet. This does not affect the right to terminate the eDCC option without notice on serious grounds.
- 6.2 Serious grounds for termination without notice by Concardis can exist, in particular, if the contract partner repeatedly submits a cardholder receivable in the invoice currency of the credit card without the cardholder's explicit permission or if Visa Europe/International or Mastercard Worldwide forbid the contract partner from participating in the conversion service for repeated infringement of the obligation to inform the cardholder.
- 6.3 Concardis is entitled to adapt the eDCC option in line with new developments, legislative changes or requirements of Mastercard Worldwide and/or Visa Europe/International, as long as these changes do not fundamentally alter the service, the fee and the eDCC rate and do not result in additional costs for the contract partner without their approval.

### Security guidelines

- 1. The contract partner must log in to its Concardis account at least once per working day to check whether they have received any notifications from Concardis. This provision does not apply to service agreements for Concardis Payengine flex.pro, Concardis Payengine speed.up and Concardis Payengine Start Now.
- 2. The contract partner must limit access to the Concardis platform to those people whose activities require such access. In addition, the contract partner must assign access privileges to persons based on their job category and function.
- 3. The contract partner is aware that there is a risk of fraud if an account is compromised. The contract partner must act in such a way as to protect the systems and information of Concardis. The contract partner must notify the Concardis support team immediately of any suspected security event such as a compromised account.
- 4. The contract partner is responsible for the protection and use of all its user accounts and the content which

## Terms and conditions of Concardis GmbH for Concardis Payengine

can be accessed via these accounts. Specifically, this means:

- a) In no case may the contract partner disclose such information to others or store the information in an unsecure location.
  - b) In no circumstances may the contract partner disclose information regarding the Concardis platform to third parties. In particular, the contract partner may never publish information in a forum or on a website which could aid a malicious user to hack into the Concardis platform.
  - c) The contract partner must prevent any unauthorised persons from using the user accounts of the contract partner which must be treated as confidential.
  - d) The contract partner may never attempt to change, disclose, misuse or delete data that is accessible or stored in the Concardis back office or merchant centre. The contract partner must take extreme precaution when accessing, disclosing and storing this information.
5. The contract partner is aware that malicious coding such as worms and viruses can damage the computers used to access the Concardis platform. Best practices with regard to security must be used on these computers. These include, among others, running an up-to-date antivirus program and regularly installing appropriate patches. Concardis also recommends installing a personal firewall and a key scrambler product on these computers (<http://www.qfxsoftware.com/product.htm>).
  6. The contract partner ensures that all files or email attachments that have to be downloaded onto the computers are first saved to the computers and then are checked to ensure that these files and attachments do not contain any malicious coding.
  7. In no case may the contract partner deactivate the security functions such as antivirus programs or personal firewalls on the computers.
  8. Only programs which are necessary for business purposes may be installed on the computers.
  9. The computers may not be left unattended while an authorised employee of the contract partner is logged into the Concardis platform.

### Special terms and conditions of Fraud Expert

#### 1. Description

The Fraud Detection Module Advanced (FDMA) is a software module for detecting fraud. By using the Fraud Detection Module Advance Expert Checklist and the Fraud Detection Module Advanced Expert Scoring (hereinafter jointly referred to as 'FDMA Expert'), it is possible to reduce the risk of fraud in a transaction completed by credit card, debit card or alternative payment methods and to reduce the costs caused by any fraud that does take place by means of efficient anti-fraud technologies. A transaction processed via FDMA Expert can automatically be classified as low, medium or high risk. The contract partner can put those transactions classified as medium risk through an additional manual check. Depending on the result of the additional manual check, the contract partner is then able to accept or block the transactions. Contract partners can carry out the manual check themselves or outsource it to an external expert. Using FDMA Expert does not constitute a payment guarantee. Contract partners remain liable to Concardis for chargebacks by the card-issuing banks in accordance with the existing acceptance agreement.

#### 2. Functions of Fraud Expert

- a) Device fingerprinting, including network and logical fingerprinting
- b) More than 100 transaction parameters for scoring
- c) More than 20,000 sector-specific multi-parameter rules
- d) Predefined sector-specific risk pattern – monitoring and set-up by fraud experts (all retail) Correlation of sector-specific fraud patterns (all retail)
- e) Global risk management (artificial intelligence = intelligent correlation between transactions at different levels)
- f) Manual checks outsourced to external experts (optional)

#### 3. Obligations of the contract partner

The contract partner is obliged to configure the FDMA Expert decision matrix itself and/or to select the relevant sector-specific risk pattern. FDMA Expert then takes the final decision to block, approve or send a transaction for a manual check on the basis of this

## Terms and conditions of Concardis GmbH for Concardis Payengine

decision matrix and/or the risk pattern for the selected sector. The sector-specific risk pattern from FDMA Expert only gives a recommendation based on the most advanced fraud detection technologies. The contract partner is aware that, because of the decision matrix or the sector-specific risk pattern chosen, the use of FDMA Expert may cause certain card transactions to be rejected that are subsequently shown to have been initiated by the legitimate cardholder and/or not fraudulent. The contract partner will not make a claim against Concardis for any lost profits or for any other reasons on this basis.

Concardis therefore accepts no liability in this respect.