

Terms and conditions of Concardis GmbH for the acceptance and settlement

Subject matter of the agreement and terms and conditions of card acceptance

Object of the agreement

These terms and conditions of Concardis GmbH Helfmann-Park 7, 65760 Eschborn (hereafter known as: 'Concardis'), govern the services provided by Concardis, which are to collect from the customers' issuing banks the payment orders made in the course of its contract partners' business operations by means of credit and/or debit cards from the card organisations Mastercard, Visa, Diners Club International, UnionPay and JCB (hereafter known as 'card' or 'cards'), and to settle them with the contract partners. Irrespective of the customer's payment order and on the basis of an independent contractual payment obligation to the contract partner as defined in section 780 of the German Civil Code (BGB), Concardis undertakes to pay the card transactions submitted by the contract partner in accordance with the following terms and conditions. These terms and conditions govern the processing of card transactions in both face-to-face and distance sales.

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A General provisions

1. Principles of submission and authorisation

- 1.1 The contract partner is not obliged to accept the card data for every payment. The contract partner will submit all payment orders in its business which it is entitled to accept and submit on presentation of a card in accordance with this agreement exclusively to Concardis for settlement.
- 1.2 If the contract partner decides to accept cashless payments by means of the card data or if the cardholder presents their card to make a cashless payment, the contract partner is obliged not to sell or render the goods and services offered in the course of its business to cardholders at a higher price or for a lower discount than to customers choosing another method of payment. Card acceptance may not be subjected to a minimum purchase amount. The charging of a fee for the acceptance of a Mastercard card requires the conclusion of a separate agreement with Concardis. Otherwise, no fees may be charged for the use of a Visa, JCB or Diners Club/Discover card.
- 1.3 If the contract partner has agreed with Concardis to accept a payment system (Mastercard, Visa, etc.) or a card organisation's individual card products, it shall submit all payment orders made in the course of its business operations by means of the card products of a card organisation exclusively to Concardis for settlement.
- 1.4 The contract partner will explicitly designate all reserved card transactions as reservations before submitting them to Concardis. If a transaction and/or authorisation is not explicitly designated as a 'reservation', it will be treated as a final authorisation. The contract partner will cancel reservations if no card transaction is booked following such a reservation. If a reservation is made, the contract partner is also to notify the cardholder of the amount reserved on the card by the contract partner. The contract partner will submit reservations as final authorisation within the deadlines set by the card organisations for each card product or type of transaction.
- 1.5 If a transaction or authorisation with a Mastercard card is not designated as a reservation, although it otherwise meets the following requirements for a reservation, the contract partner will pay Concardis an additional fee for this card transaction (Mastercard processing integrity fee) in accordance with the current table of services and fees. The requirements for a reservation in this context are as follows:
 - a) Booking is made later than three working days after authorisation has been obtained and/or
 - b) Authorisation and clearing amount are not the same and/or
 - c) Authorisation and clearing currency are not the same.

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Furthermore, the contract partner is to pay a Mastercard processing integrity fee to Concardis if the contract partner cancels a transaction or authorisation not explicitly designated as a reservation. The reason for the cancellation is immaterial.

- 1.6 Concardis's right to make chargebacks is not restricted by having issued an authorisation number, because when Concardis obtains the authorisation number from the card-issuing bank, it can only verify the credit limit available and whether the card number has been blocked due to loss or theft of the card.
- 1.7 The form and contents of the data transmission are provided in data protocols from the card settlement companies and defined on this basis.
- 1.8 The contract partner is not entitled to assign its claims against Concardis to a third party without the prior written approval of Concardis.

2. Commission and other fees

- 2.1 For settling the card transactions it submits – if the commission model has been agreed – the contract partner pays Concardis the commission defined in the service agreement, amounting to a percentage rate of the total amount submitted and, depending on the agreement, an additional transaction-based fee. The amount of the commission depends on the intervals agreed with the contract partner at which Concardis is to credit the card transactions to the contract partner's bank account. The commission is initially set on the basis of the card transaction data provided by the contract partner when the agreement is signed or amended (which includes number of transactions, average and total sales, share of domestic and foreign cards and share of business or commercial cards). If over a period of three months these figures are not reached or are exceeded, and if this increases applicable interchange and/or card scheme fees for Concardis, i.e. all the fees regularly payable by Concardis to the respective card organisation on the basis of the licence or processing agreement reached with the respective card organisation or on the basis of individual agreements with the respective card organisation, particularly including scheme fees and funds and processing fees for services obtained from the respective card organisation (known collectively hereafter as 'card scheme fee'), compared with the interchange and/or card scheme fees originally calculated, Concardis is entitled to adjust the commission at its reasonable discretion within the meaning of section 315 of the German Civil Code (BGB). The contract partner pays Concardis a commitment fee for the provision and maintenance of the card acceptance and settlement system without submission of card transactions. The contract partner is to reimburse Concardis for the fees charged by Mastercard Europe/Inc. (hereafter known collectively as 'Mastercard'), Visa Europe/Inc. (hereafter known collectively as 'Visa') for registration in special merchant programmes. If the interchange rates and card scheme fee rates ap-

plicable to the contract partner as of the contract date for card transactions (which Concardis has to remit to the card issuers and to Mastercard, Visa or another card organisation) and/or the fees for Mastercard Europe/International or Visa Europe/International should change, and/or new fees or new interchange rates are charged to Concardis by Mastercard, Visa or another card organisation, Concardis is entitled at its reasonable discretion within the meaning of section 315 of the German Civil Code (BGB) to adjust the percentage rate of the service fee and the other fees and to introduce new fees accordingly by writing to the contract partner. The contract partner can find out about the cross-border interchange rates for the card organisations Mastercard and Visa at their respective websites (www.Mastercard.com, www.visaeurope.com). The contract partner will reimburse Concardis the annual registration fees for Mastercard and Visa for registering in special merchant programmes (e.g. adult entertainment, gambling, or mail order of medicines or tobacco). With the exception of the individually agreed commission, the amount of the fees can be found in the current table of fees and services. If the contract partner uses one of the listed services, the appropriate fees apply as stated at that time in the table of fees and services. Concardis is entitled to set the fee at its reasonable discretion within the meaning of section 315 of the German Civil Code (BGB) for services that are not listed but are provided in the contract partner's interest or presumed interest and which in the circumstances can only be expected for a fee. Statutory value added tax at the current rate is to be added to all fees if the service can be treated as liable for tax at the respective place of performance.

The commission and other fees will be deducted from the card transactions payable to the contract partner or invoiced separately. If there is no opportunity to offset the payment, the contract partner is obliged to pay immediately after receiving the invoice from Concardis.

- 2.2 If the Interchange++ model has been agreed with the contract partner, it is entitled to demand from Concardis a statement showing the interchange and card scheme fees. The contract partner will ask Concardis in writing to submit an offer. Thereafter Concardis will make the contract partner a corresponding written offer. If it has been agreed to process settlements using the Interchange++ model, the contract partner shall pay the interchange fee due for submitting and settling card transactions and payable to the issuer of the card used, plus the fees (card scheme fees) payable to the card organisation – including, in some cases, for effected reservations – plus the acquirer service fee agreed to in the service agreement. The parties agree that the interchange and card scheme fees are dependent on specific factors (e.g. type and provenance of the card and/or type of submission) and that the interchange and card scheme fees may vary from one transaction to another. For the card scheme fees invoiced to the contract partner, the fees that are payable to the card organisation

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by Concardis are matched to the contract partner's transactions. Interchange and card scheme fees can be changed by the card organisation.

The commission and other fees will be deducted from the card transactions payable by Concardis to the contract partner or invoiced separately. If there is no opportunity to offset the payment, the contract partner is obliged to pay immediately after receiving the invoice from Concardis.

- 2.3 Concardis opts to make the services provided to the contract partner liable for value added tax (section 9, paragraph 1 German VAT Act [UStG]). The contract partner accepts this option and declares that it carries on a business within the meaning of section 2 UStG and that it uses the purchased services for this VAT-able business. Having selected this option, Concardis adds VAT at the current rate, now 19%, to its services and issues invoices that meet the requirements of section 14 UStG. Concardis will not revoke the VAT option unless it is obliged by law to do so. Should the contract partner's representations concerning its operation of a business or the business use of the services not be correct or should the tax authorities hold that the option is invalid for other reasons for which the contract partner is responsible, the contract partner will indemnify Concardis on first demand from all the ensuing losses. This applies particularly to losses incurred by Concardis on current amounts of input-VAT or input-VAT rectifications as defined in section 15 UStG and to related incidental tax payments, especially interest on arrears, as defined in section 233a Tax Code (AO). The contract partner is aware that there is no connection between the amount of the losses on input VAT and the service fee and that the losses on input VAT may be higher than the amount of VAT shown on the invoice. If the VAT option is invalid, Concardis is entitled to offset the contract partner's claim to reimbursement of the VAT charged with its own claims for compensation. If the claims for compensation cannot be definitively calculated, because a tax inspection is still proceeding, for example, Concardis is entitled to retain the entire amount of VAT paid as collateral.

3. Settlement by Concardis, lien, providing and increasing collateral

- 3.1 Under the terms of this agreement and on the basis of an independent abstract payment guarantee, irrespective of the cardholders' payment instructions, Concardis makes a payment equivalent to the card transactions submitted, less commission and other fees due, subject to any subsequent chargeback. By making the payment, Concardis does not acknowledge any legal obligation to credit the card transaction submitted by the contract partner. In consideration of the abstract payment guarantee, the contract partner assigns to Concardis its claim against the cardholder from the underlying transaction. The assignment takes effect when the card transaction data is received by Concardis. Con-

cardis accepts the assignment. Once it has processed the card transaction data submitted by the contract partner, Concardis will credit it to the contract partner's internal clearing account at Concardis as of the value date of the banking day in Hesse on which the card transaction data was processed after being received by Concardis. The complete data sets or sales slips with the card transactions received by Concardis will be processed for payment to the bank account stated by the contract partner at the payment intervals agreed with the contract partner, provided that the data sets are received by Concardis by 2 a.m. on the record date agreed, unless otherwise agreed in writing.

- 3.2 If the record date or the payment date is not a banking day in Hesse, the payment interval begins on the next banking day in Hesse. 'Days' within the meaning of the payment and settlement intervals defined in this agreement are always banking days in Hesse. The payment interval for Diners Club/Discover card transactions is at least D plus four days. 'D' within the meaning of this clause is always the day on which Concardis processes the card transaction.
- 3.3 Concardis will credit the proceeds of the settled card transactions received from the card issuer to a Concardis custodial account at a German bank to be held in trust for the contract partner. These accounts are managed at one or more banks as open, collective custodial accounts within the meaning of section 13, paragraph 1, sentence 2, No. 1b of the German Payment Services Supervision Act (ZAG). Concardis will notify the banks of the fiduciary relationship. Concardis will ensure that payments received in accordance with sentence 1 are not at any time mixed with money belonging to natural or legal persons other than the contract partner for whom they are held, in particular not with money of its own. Concardis is authorised to take from the custodial account any fees and interest for the benefit of the contract partner.
- 3.4 In the event of repeated complaints from cardholders or repeated use of counterfeit or stolen cards in the contract partner's business, or if it has a reasonable suspicion that total invoice amounts have been divided into several smaller amounts or that the conditions defined in clause 1, part A or clauses 1 to 4.1 part B or clauses 1.1 to 2.1 part C have not been met, or to secure its own future claims against the contract partner for chargeback of sales transactions, in particular for non-performance as a result of insolvency or ceasing business, Concardis is entitled to credit only the submitted card transactions to the contract partner after the chargeback periods defined by the card organisations have expired, and to this extent to exercise its right of retention in accordance with section 273 of the German Civil Code.
- 3.5 The contract partner grants Concardis a legal right of lien over all its payment claims against its final customers as a result of this contract to secure all existing, future and conditional claims by Concardis against the contract partner as a result of this contract, especially

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- payment demands resulting from chargebacks, including all penalty fees levied by the card organisations. Concardis accepts the lien.
- 3.6 Concardis is entitled to require the contract partner to provide or raise collateral in the form of bank guarantees to secure all existing, future and conditional claims. The contract partner will comply with any such request from Concardis without delay. If Concardis did not ask for collateral to be provided or raised when the contract was signed, it can still require collateral to be posted during the course of the contract if circumstances that justify classifying the claims in a higher risk category only occur or become known to Concardis during the course of the contract. Such circumstances include, in particular, if
- Concardis becomes aware of any serious adverse circumstances affecting the contract partner or its owner or shareholders,
 - the contract partner's financial position deteriorates severely or is at imminent risk of doing so or its financial position appears unsound,
 - the value of the existing collateral declines or is at imminent risk of doing so.
- 3.7 The contract partner is only entitled to submit card sales in the currency agreed with Concardis, whereby these card sales must be in the same currency as that used or selected by the cardholder when placing the order or making the purchase. Concardis settles the card transactions in the settlement currency agreed with Concardis. If no other currency is defined explicitly in the service agreement, the contract partner will only submit card transactions in euros. If the contract partner does not provide a transaction currency code in the electronic data set, it will be assumed that the transaction is submitted in euros. If the card transaction currency differs from the settlement currency for the contract partner and/or the currency of the consideration credited to Concardis's account in accordance with 3.3 above, the currency will be converted at the rate defined by the card organisations plus a premium on the spot rate for the foreign currency submitted. The amount of the premium can be found in the current table of fees and services. It may be necessary to make several currency conversions for one card transaction. Transactions involving JCB and UnionPay cards may only be submitted and settled in the same currency.
- 3.8 Unless otherwise agreed, Concardis provides the contract partner with information showing the card transactions submitted and the commission payable, either on the account statement showing which card transactions have been credited or as a special service on paper or electronically (as a PDF or Excel file). Diners Club/Discover card transactions are consolidated before being settled. The contract partner will set up one or more Internet access points at its own expense to download electronic statements via ESP (electronic statement presentment). The contract partner must check these transaction records and statements immediately after receipt for accuracy and completeness. Objections relating to the inaccuracy or incompleteness of transaction records or statements must be raised by the contract partner within four weeks of receipt. The deadline applies to the date the objection is sent.
- 3.9. Unless otherwise agreed, information on executed payment transactions according to EU Directive 2015/751 (article 12, paragraph 1) shall, upon request, be provided to the contract partner on a monthly basis either electronically or, if ESP has not been ordered, on paper for a duration of three months. Upon the expiry of this time period, the information will be deleted and can no longer be made available to the contract partner.
- #### 4. Requirements of the card organisations
- After notification by Concardis, the contract partner will respect and implement rules, procedures and/or other requirements of card organisations – particularly relating to the authorisation and submission of card transactions – within a reasonable deadline set by Concardis or by Mastercard, Visa or another card organisation. In particular the contract partner will conform to the references given by the card organisations to products and services deemed to be illegal in many countries and which may therefore not be paid for with the card organisations' products. Concardis provides the contract partner with a current list at <https://www.Concardis.com>, of which the contract partner will take regular note; namely for the first time at the start of the contract on which these conditions are based and thereafter at least once a quarter.
- Any costs incurred by the contract partner in following and implementing the rules and/or procedures and/or other requirements of the card organisations are to be borne by the contract partner. Concardis will advise the contract partner accordingly as needed. The contract partner will reimburse Concardis for any penalty fees imposed by Mastercard, Visa and/or another card organisation or for other damages incurred due to a culpable breach of obligations as defined in the requirements of the card organisations and/or the provisions of this agreement.
- #### 5. Data protection consent, other reporting obligations (PCI)
- 5.1 Both parties to the agreement undertake to comply with the provisions of the data protection legislation and provisions applicable to them. The parties further undertake to safeguard data gathered and stored on cardholders against unauthorised third-party access and only to use it for the purpose of performing this contract. The contract partner agrees that Concardis may transmit to its card processor master data of the contract partner and transaction data to perform its services and transaction data to the card organisations outside the European Union, to the extent that the transmission is necessary to settle the card transactions and to protect the legitimate interests of Concardis and the card or-

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organisations, and agrees that the transmission is without prejudice for the legitimate interests of the contract partner. The contract partner further agrees that Concardis may use credit agencies and pass on data about the contract partner for this purpose and check it against the card organisations' databases for the purpose of fraud prevention. Concardis determines and uses probabilities, which also relate to address data, to make decisions on establishing, continuing or terminating the contract.

- 5.2 The contract partner undertakes to safeguard data gathered and stored on cardholders against unauthorised third-party access and only to transmit it to authorised third parties for the purpose of performing this contract. In addition, the contract partner undertakes to register with Concardis in accordance with the requirements of the programmes Mastercard Site Data Protection (SDP) and Visa Account Information Security (AIS) existing at the card organisations Mastercard and Visa for protection against unauthorised access to and the compromising of card data pursuant to the Payment Card Industry Data Security Standard (PCI DSS) and, if certain transaction volumes are exceeded, to have itself certified at the request of Concardis in accordance with the requirements of Mastercard and Visa and to submit a copy of the certificate to Concardis annually. The contract partner further undertakes only to submit card transactions to Concardis via a PCI-certified payment service provider or PCI-certified software.
- 5.3 The data read from the chip or the card's magnetic strip and the customer card data transmitted in writing, by telephone or via the Internet may not be stored on the contract partner's own systems once authorisation has been given. In connection with card settlement by Concardis, the contract partner will only use the services of third parties if they meet the requirements of the card organisations, in particular the PCI standards, and if they undertake to comply with these PCI standards. The contract partner indemnifies Concardis against claims for damages and contractual penalties that Mastercard, Visa or other third parties may make against Concardis for non-registration and/or non-certification in compliance with the PCI DSS or for any successful (or unsuccessful) attempts to compromise card data at the contract partner's business, unless Concardis shares responsibility. In this case, section 254 of the German Civil Code applies.
- 5.4 The contract partner is obliged to treat in confidence all passwords communicated to it. The contract partner is obliged to notify Concardis without delay of any unauthorised attempts to access its card-relevant IT systems or any suspicion that card data may have been compromised and to take the necessary measures in agreement with Concardis. If a card organisation indicates that data has been compromised, the contract partner is obliged to notify Concardis without delay and to appoint an auditing company approved by the card organisations to carry out a forensic investigation to prepare a PCI audit report. The audit will examine

whether the contract partner was in compliance with PCI standards and whether card data in the contract partner's systems or those of third parties appointed by the contract partner was obtained illegally by third parties. Once the audit report has been completed, the contract partner is to rectify any and all security defects without delay and to send the project plan for achieving PCI DSS compliance to Concardis. The contract partner bears the cost of the audit. If Concardis considers the measures to be insufficient, Concardis is entitled to terminate the contract for cause, giving notice of four weeks to the end of the month.

6. Credits, cancellations

- 6.1 The contract partner will only refund card sales for cancelled transactions by instructing Concardis to credit the amount to the customer's card account. Concardis will credit the amount to the cardholder and debit the contract partner with a credit note for the service charge (less the acquirer service fee). The contract partner is not entitled to request a credit if it has not previously submitted the card transaction to Concardis for settlement or if the submitted card transaction was not based on a sale. Concardis is only obliged to make such a refund within six months after the card transaction has been submitted.
- 6.2 If an EMV-certified POS terminal or an EMV-certified card/cash register system is used (hereafter known collectively as a 'terminal'), an electronic credit data set is to be generated in accordance with the operating instructions for the device and submitted to Concardis within two days of the credit. At the same time, a credit slip is to be generated electronically with the card data and the credit amount; this credit slip is to be signed by the checkout assistant and the original given to the cardholder.
- 6.3 If the cash register does not have a terminal or it is not possible to generate an electronic credit data set for technical reasons, the credit is to be documented by completing and submitting a credit slip and giving the original to the cardholder. The credit slip must be completed in full and signed by the contract partner's checkout assistant. After completion, the slip is to be submitted to Concardis within ten working days. Submitting such a paper-based credit voucher nonetheless gives the card issuer the option of charging back the card transaction for this reason alone. The contract partner bears the risk arising from the submission of a paper-based credit voucher.
- 6.4 If ePayment software is used and a card transaction is cancelled, the contract partner is to issue an electronic credit to the cardholder's card by means of the relevant software.

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7. Complaints by cardholders

Complaints by cardholders relating to the contract partner's services in the underlying transaction are to be settled directly between the contract partner and the cardholder.

8. Acceptance procedures

Depending on the payment methods accepted, the contract partner is obliged to affix the acceptance logo and the logos for the use of authentication procedures as provided by Concardis in a prominent position near the cash desk and/or on its payment website, in its catalogue or in other media. If the contract partner does not accept certain types of cards issued by a card organisation, the contract partner must also inform the cardholder of this, in a clear and unambiguous manner, at the position specified above.

9. Information obligations

9.1 The contract partner will notify Concardis in writing and without delay of all changes in the data it has provided for the service agreement, in particular

- a) change of address and/or bank account details,
- b) the sale or lease of the company, any other change of ownership and/or closure of the business,
- c) the transfer of shares in the contract partner or its direct or indirect shareholders or other measures with a similar economic effect that result in a change of control over the contract partner or its direct or indirect shareholders, particularly if individual shareholders hold more than 25% of the shares or voting rights in the contract partner,
- d) changes in the type of product range that the contract partner offers on the Internet, in its catalogue or other media,
- e) change of payment service provider or network provider,
- f) a filing for insolvency or settlement proceedings.

9.2 On receiving notification of a change of ownership by the new owner, Concardis is entitled to only credit the card transactions to the contract partner after having verified the change of ownership in full.

9.3 On request, the contract partner will provide Concardis without delay with the latest audited financial statements or other business documents required to assess the contract partner's financial position.

9.4 The contract partner is liable to Concardis for damages arising from its culpable breach of this information obligation.

9.5 Concardis is obliged to collect data about the contract partner to comply with regulations against money laundering. The contract partner undertakes to provide Concardis with the requested information fully and accurately, to cooperate with the collection of data by

Concardis and to notify Concardis without delay of any changes to this information.

9.6 The contract partner consents to Concardis providing the name of its company to Mastercard, Visa and/or another card organisation before the contract is signed to check for any previous breaches of contract with other card settlement companies. This consent also applies in the event that Concardis terminates the contract because the contract partner is in breach of its duties.

10. Liability, claims for damages

10.1 Concardis and its legal representatives or agents are only liable for damages if they are in breach of essential contractual obligations, unless the damage is attributable to at least a grossly negligent breach of obligations by Concardis, its legal representatives or agents.

10.2 If essential contractual obligations as defined above are breached by simple negligence, Concardis's liability is limited to €10,000 per instance and €50,000 in total per calendar year. This limitation of liability also applies to the breach of contractual obligations by gross negligence on the part of agents.

10.3 In all cases, Concardis's liability is limited to the damages caused directly by Concardis that are generally and typically foreseeable in such cases. No liability is incurred for lost profit.

10.4 Concardis's liability for damages incurred due to a failure to execute or incorrect execution of payment instructions is limited to €12,500 in accordance with section 675z, sentence 2 of the German Civil Code (BGB). This does not apply to intent and gross negligence, damages for interest nor risks that Concardis has specifically assumed.

10.5 The contract partner is liable to Concardis for damages arising from the culpable compromising of card data, from culpable breaches of contract or the card organisations' procedures by the contract partner; (contractual) penalties imposed by Mastercard, Visa or another card organisation also count as damages in this context.

11. Term and termination

11.1 The agreement for face-to-face business is to run for 60 months. The agreement for distance selling is to run for 12 months. Each agreement can be terminated at the earliest by giving notice of six months to the end of the contract. Otherwise it is renewed for an indefinite period. Thereafter the agreement can be terminated by giving notice of six months to the end of a calendar year. Each agreement can be terminated by Concardis within six weeks of its signing if Concardis becomes aware of negative facts about the contract partner or its owner or executive management. Notice of termination must be given in writing.

11.2 This does not affect Concardis's right to terminate the agreement without notice on serious grounds. Serious

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grounds for termination without notice exist in particular when

- a) substantial adverse circumstances come to light regarding the contract partner or its owners that would make Concardis's continued involvement in the contract unacceptable. These circumstances exist in particular if the contract partner has made incorrect statements in the contract, the contract partner's financial situation deteriorates substantially or may do so imminently (for example, because of an [imminent] filing for insolvency or settlement proceedings, rejection of direct debits due to lack of funds or a negative credit score), its financial position does not seem to be sound or it is in culpable breach of its information obligations under this agreement at a later date,
- b) the contract partner has not submitted any card transactions for settlement within six months of signing the contract,
- c) the contract partner submits sales on the basis of this agreement that were made by distance selling without the physical presentation of a credit card, without having signed a corresponding service agreement for distance sales,
- d) the contract partner is in arrears with the settlement of payables due to Concardis, despite having received a grace period and having been threatened with termination of the contract,
- e) the contract partner submits card transactions from third parties or submits card transactions regarding goods or services which are not covered by its business purpose, price segment or the group of goods or services stated by it,
- f) Concardis tells the contract partner that the agreed commission is not sufficient to cover at least the interchange, card scheme fee and processing costs associated with the settlement of the contract partner's card transactions and the contract partner does not agree to alter the contract within two weeks of receiving the cost calculation and change request from Concardis,
- g) the amount or number of card transactions charged back to the contract partner in one calendar week or one calendar month exceeds 1% of the total amount or total number of the card transactions submitted by the contract partner in the corresponding period, the total amount of card transactions charged back in one month exceeds the sum of €5,000, or the ratio of submitted monthly transactions with stolen, lost or counterfeit cards to submitted monthly transactions with cards that are not stolen, lost or counterfeit exceeds 1%,
- h) the contract partner repeatedly causes credit entries to be made without submitting any transactions or making any sales, or the amount and number of credits requested in a calendar week and/or a calendar month exceed 30% of the total amount of card transactions submitted for settlement,
- i) the amount and number of authorisation requests sent by the contract partner and denied by Concardis in one calendar week and/or a calendar month amount to 10% of all the authorisation requests made in this period,
- j) the contract partner repeatedly, or with the obvious intention of repetition, requests the authorisation of card transactions which the contract partner is not authorised to accept pursuant to clause 1, part B or clause 1.1, part C of the agreement,
- k) the contract partner repeatedly breaches the terms of settlement defined in clause 1, part A or clauses 1 to 4.1, part B or clauses 1.1 to 2.1, part C,
- l) the contract partner breaches its contractual obligations so gravely that it is unreasonable for Concardis to remain bound by the contract,
- m) the contract partner does not comply with a request from Concardis to register in accordance with clause 5.2, part A of the PCI DSS procedures within a reasonable period defined by Concardis,
- n) the contract partner does not comply with its information obligations defined in clause 9, part A within the period set by Concardis, although it has been asked to do so,
- o) the contract partner is not (or no longer) in possession of the licenses, authorisation and/or other permits necessary to conduct its business and/or they have been withdrawn and/or denied for whatever reason,
- p) shares in the contract partner or its direct or indirect shareholders are transferred (in full or in part) or other measures with a similar economic effect are taken that result in a change of control over the contract partner or its direct or indirect shareholders,
- q) Mastercard, Visa or another card organisation requires Concardis in writing on serious grounds to suspend card acceptance by the contract partner,
- r) the contract partner moves its place of business or bank account abroad,
- s) the contract partner does not meet its obligation to provide, maintain or renew bank guarantees in accordance with clause 3.6, part A or any other agreement within a reasonable deadline set by Concardis,
- t) when a POS terminal/POS card/cash register system is used, the contract partner repeatedly fails to present sales slips signed by the cardholder despite being asked to do so by Concardis, or does not do so within the deadline set by Concardis,
- u) the contract partner does not comply with a request from Concardis to install an EMV-certified POS terminal or POS card payment system in good time,
- v) the contract partner changes its product range in such a way that, after taking the interests of the contract partner into appropriate consideration, it is unreasonable for Concardis to continue the contract,

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- w) the contract partner has made incorrect statements regarding its business operation or the goods or services offered by it, in particular if it has not pointed out that these include erotic offers, third-party gaming, mail-order sales of medicines or tobacco or other transactions that are illegal or immoral under the laws of the country of delivery or the Federal Republic of Germany, or if it has not notified subsequent changes to its product range or business purpose to Concardis in advance in writing or continue to submit for settlement card transactions from this product range or business purpose despite the fact that no written approval has been granted, or does not perform its contractual duties during the period of the agreement,
 - x) the contract partner does not comply in good time with a request from Concardis to use the authentication procedures Mastercard SecureCode, Maestro SecureCode and/or Verified by Visa,
 - y) the contract partner does not satisfy the requirements for the security of Internet payments according to clause 4, part C.
- 11.3 When the contract comes to an end, the contract partner will remove all references to card acceptance unless it is otherwise entitled to retain them.
- 11.4 The parties agree that for the duration of the contract the contract partner must submit the card transactions carried out in its business exclusively to Concardis for settlement. If the contract partner does not submit these card transactions to Concardis or does not do so exclusively, Concardis is entitled to terminate the contract without notice and/or to invoice the contract partner for a lump sum to cover the resulting damages. This lump sum claim for damages is calculated as the product of the monthly commission charged for the last twelve or six months, less expenses not incurred by Concardis, multiplied by the remainder of the contract (i.e. the number of days between the last submission to Concardis and the agreed end of the contract). A claim for lump sum compensation does not exist if the contract partner argues and proves that a claim for this amount is not justified. Irrespective of an enforcement of a claim for a flat compensation fee, Concardis is entitled to assert a claim for the damages that have actually arisen or other damage – by applying the flat rate for damages if necessary.
- 12. Compliance with statutory and regulatory provisions**
- The contract partner is obliged to comply with all current statutory and regulatory provisions that apply to its business. The contract partner assures Concardis that it is in legal possession of all the licenses, authorisations and/or other permits necessary to conduct its business and that it will keep them in its legal possession for the entire duration of the contract. The contract partner will notify Concardis without delay in writing if any such license, authorisation or permit is withdrawn, denied and/or not renewed.
- 13. Waivers of statutory provisions**
- To the extent that the contract partner is not a consumer within the meaning of section 13 of the German Civil Code (BGB), the following statutory provisions do not apply: section 675d, paragraph, 1 sentence 1 BGB in conjunction with article 248, sections 3–9 EGBGB; section 675f, paragraph 4, sentence 2; section 675h; section 675p; section 675w; section 675y, paragraph 1, paragraph 2 and paragraph 4; section 676 b BGB. To the extent that they have not already been waived, claims and objections by the contract partner against Concardis based on sections 675u to 676c of the BGB are ruled out – unless the contract partner is a consumer within the meaning of section 13 of the BGB – if the contract partner does not notify Concardis of an unauthorised or incorrectly executed payment within six months of the debit date
- 14. Other**
- 14.1 All amendments or additions to this contract must be in writing in order to be valid. The same applies to any agreement waiving the requirement for the written form.
- 14.2 If any provision of this additional 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.
- 14.3 Concardis may amend or supplement the terms of the contract by notifying the contract partner in text form. The amendments or additions are deemed to have been accepted by the contract partner if it does not object in writing within six weeks of notification. Concardis will alert the contract partner to these consequences when the notification is sent. Objections sent within the six-week period will be deemed to meet this deadline. If the contract partner exercises its right to object, the changes will not take effect between the contract partner and Concardis and Concardis is entitled to terminate this service agreement for good cause by giving notice of two months. This termination right expires three months after receiving the contract partner's objections.
- 14.4 The agreement is subject to the law of the Federal Republic of Germany, to the exclusion of UN CISG and international private law. The place of performance is Frankfurt am Main. The place of jurisdiction for all legal disputes arising out of this agreement is Frankfurt am Main.

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B Special terms and conditions for the acceptance and settlement of credit and debit cards in card-present transactions

1. Terms and conditions of card acceptance

The contract partner is not entitled to accept the card for cashless payment and to submit the card transaction to Concardis for settlement if

- a) the customer does not physically present the card, but rather has sent or intends to send the card data to the contract partner in writing (e.g. by fax or post card), by telephone, email or online, unless it has signed a separate written contract with Concardis for this purpose,
 - b) the contract partner's claim against the cardholder is not established at its own place of business, but at the place of business of a third party, or is not based on a service provided to the cardholder for its own account,
 - c) the transaction to be settled is not within the scope of the contract partner's business and its range of goods, products or services as stated in its self-assessment or in other statements,
 - d) the claim to be settled is based on legal transactions that are illegal or immoral under the legislation applying to the legal transaction with the cardholder,
 - e) given the circumstances attending the presentation of the card, the contract partner should have doubted the customer's right to use the card. Such doubts must exist, in particular, if:
 - a. the cardholder requests that the total amount of the card transaction be divided or split across several credit cards or
 - b. the cardholder announces when presenting the card that problems with its acceptance may arise,
 - c. when several transactions are to be carried out with the same card at different times within two days.
- Concardis is entitled to amend or supplement the conditions stated under clauses 1 a) to e) above by written notification to the contract partner giving notice of four weeks if Concardis has to make such amendments due to possible misuse, changes to statutory provisions or corresponding requirements of Mastercard Europe/Inc. (hereafter known collectively as 'Mastercard'), Visa Europe/Inc. (hereafter known collectively as 'Visa') or another card organisation.

2. Authorisation at the POS

- 2.1 The contract partner will transmit the authorisation requests for card transactions to Concardis electronically using an EMV-certified POS terminal or an EMV-certified card checkout system (hereafter also just known as collectively as a 'terminal'). The terminal must conform to the security requirements of the card organisations, it must be PCI-certified and must in particular be able to process contactless transactions in accordance with the special terms for contactless payments. The contract partner is to instruct its network operator accordingly. In the course of authorisation, the contract partner is to read any chip present on the card by in-

serting the chip card in the chip reader of the terminal. If a card with a chip is presented, offline authorisation is also permitted if, following the successful reading of the chip, the cardholder is requested by a message in the terminal display to enter a personal identification number (PIN) and payment is confirmed after the PIN has been entered. Only if the chip on the card is faulty or the card has no chip is the magnetic strip on the card to be read by the terminal. In this case, all the data on the magnetic strip is to be transmitted to Concardis. Irrespective of the amount of the transaction, the contract partner is obliged to request an online electronic authorisation for every card transaction immediately via the Concardis terminal (zero-euro limit), unless any other written agreement has been reached with Concardis.

- 2.2 Only in the event of an operating disruption defined in 2.4 below may card data be entered into the terminal manually to obtain authorisation.
- 2.3 As soon as a terminal is installed in a till area, the contract partner will notify Concardis accordingly and provide the terminal ID number, so that the terminal can be initialised and approved for card processing by Concardis.
- 2.4 If for technical reasons the terminal, the connection to Concardis or the Concardis data centre should malfunction, making an electronic authorisation request and/or transaction data transmission impossible, the rules in sections 2.6 and 2.7 below on the non-electronic authorisation of card transactions apply to payments by Mastercard, Visa, JCB and Diners Club/Discover credit cards. If in these cases there are any chargebacks by the card-issuing bank, the contract partner has to prove that an electronic authorisation was not possible by presenting an electronic terminal printout with an error message.
- 2.5 For card transactions with Maestro, Visa Electron, V PAY and UnionPay cards, the contract partner may only obtain online authorisation electronically by means of a terminal. These cards require the cardholder to enter a personal identification number (PIN), which is then accepted by the terminal. The authorisation procedure for UnionPay card transactions also requires that the cardholder sign the sales slip after entering the PIN and approval by the terminal.
- 2.6 If a manual sales slip is produced, which the contract partner may only do in the event of a disruption to the electronic authorisation procedure as defined in 2.4 above, Concardis's payment obligation per cardholder and total invoice amount for the transaction between the contract partner and the cardholder is limited to the amount defined in the service agreement or the amount not requiring authorisation that has been notified subsequently in writing (floor limit). This floor limit is variable and may be altered by Concardis at any time by notifying the contract partner, also depending on the level of fraud encountered in the contract partner's business. The floor limit may in certain circumstances be reduced to €0 per card transaction. The floor limit is set at €0 if no other amount is defined in the service agreement and Concardis has not subsequently notified the con-

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- tract partner of such an amount. For Diners Club/Discover cards, the floor limit is always €0.
- 2.7 If the total invoice amount for a card transaction exceeds the agreed floor limit, the contract partner will obtain authorisation for the transaction from Concardis by telephone before printing the sales slip. If the authorisation is positive, the Concardis staff will issue an authorisation number, which the contract partner has to write on the sales slip. In this case, the contract partner must enter the number into the terminal so that an electronic sales slip can be produced. The contract partner may not split the total invoice amount of a transaction into several invoice amounts and use them to obtain authorisation separately if using a terminal nor use them to stay below the floor limit if a sales slip is being produced manually. Concardis is released from all obligation to pay this total invoice amount if it exceeds the floor limit and Concardis has not authorised the total amount before it is submitted. The same applies if the contract partner reduces the total invoice amount to below the floor limit by printing several sales slips for one invoice amount.
- 3. Principles of submission**
- 3.1 When a card is presented, the contract partner will use a terminal to read the data either from a chip on the card or from the magnetic strip, if the card has no chip. The contract partner is to transmit the full data for the card transaction, in particular the card number, expiry date, total invoice amount in the original transaction currency and contract partner number, to Concardis electronically within two days of the transaction date. The contract partner is to use a terminal initialised and approved by Concardis to do so, unless entitled to submit sales slips in accordance with clause 3.3 below. The contract partner is responsible for ensuring that the card data is received by Concardis in full, on time and in a data set suitable for electronic processing. The contract partner will electronically submit only card transaction data for which an authorisation number has been obtained from Concardis, unless Concardis has approved another submission procedure (e.g. batch procedure) in writing.
- 3.2 The contract partner must only submit card transaction data from Maestro, Visa Electron, V PAY and UnionPay cards to Concardis electronically and within two days of the transaction date. Manually produced sales slips may not be submitted for Maestro, Visa Electron, V PAY or UnionPay transactions, nor any transactions requiring the customer to enter a PIN.
- 3.3 For the duration of any disruption to the terminal, the contract partner is to record all credit card data and the transaction amount by taking a manual imprint of the card using an imprinter and have the slip signed by the cardholder. If the disruption to the terminal has not been rectified by close of business on the transaction date, the contract partner is to submit the manual sales slips to Concardis for settlement no later than six days after the transaction date. If the disruption has been rectified by close of business on the transaction date, the card transaction data is to be entered manually via the terminal without delay and submitted electronically on the date of the card transaction. In this case, the sales slips produced manually but not submitted are to be kept with the terminal slips and presented to Concardis within the deadline set by Concardis (normally 14 days after the request) in the event of any complaint by the cardholder and/or the card issuer.
- 3.4 The contract partner is obliged to keep copies of all electronic and manually produced sales slips and all documents about the sales underlying these card transactions, in particular the manually or electronically produced sales slip and the till receipt or invoice and the 'no refund policy' (= evidence that before the transaction was completed the customer was notified of the contract partner's general terms and conditions/cancellation policy) for 18 months after the respective slip or document was produced and to send Concardis on request, within the deadline set by Concardis, a copy of the sales slip and other documents so that it can process any enquiries from the card issuers. This does not affect the contract partner's statutory obligations to keep business records on file. If the contract partner does not send Concardis a copy of the sales slip or other documents for a settled card transaction within the period set by Concardis, and if the transaction is charged back to Concardis by the card issuer as a result, Concardis is in turn entitled to charge this sales transaction back to the contract partner.
- 4. Terms and conditions of the abstract payment guarantee**
- 4.1 In accordance with this agreement, Concardis undertakes to credit the contract partner with all the card transactions submitted to Concardis by the contract partner, to the extent that the contract partner was entitled to accept them in accordance with the object of the agreement and clause 1 above and which have been authorised in accordance with the object of the agreement and clause 1, part A above and clauses 1, 2 and 3, part B of these terms and conditions and part D of the additional sector terms applicable to the contract partner. This abstract payment guarantee is given independently of the cardholders' payment orders and subject, in particular, to the following conditions precedent:
- The card presented is valid at the time of presentation, that is, the date on the signed sales slip is within the period of validity printed on the card (from ... to ...) and the card is signed by the cardholder.
 - Before submitting the card transaction, and irrespective of the amount (zero limit), the contract partner has used a terminal from Concardis to request and obtain an authorisation number for the card transaction and recorded it on the debit slip, or was entitled in accordance with clauses 2.6 and 2.7 above to obtain authorisation by

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- telephone, and the total invoice amount was less than the notified floor limit.
- c) The contract partner has produced a debit slip in duplicate using a terminal initialised and approved by Concardis by reading the chip or magnetic strip on the card. Card data may not be entered into the terminal manually without reading the chip or the magnetic strip on the card unless Concardis has given its approval in writing beforehand or the contract partner was entitled to do so in accordance with this agreement. When Maestro, Visa Electron, V PAY and UnionPay cards are accepted, the cardholder is to enter the personal identification number (PIN) for the card into the terminal. The PIN may only be entered by the cardholder in person. No methods other than entering the PIN (e.g. signing a sales slip) may be used for payments with a Maestro, Visa Electron, V PAY and/or UnionPay card. The card data must be printed legibly and in full on the sales slip, which must also include the total invoice amount, the date, company name, address and contract partner number, as well as the currency code for the transaction. Data on the sales slip may not be effaced or altered once it has been signed by the cardholder; in this case, Concardis is not obliged to credit the amount submitted. On the copy of the sales slip handed to the cardholder, the first 12 digits of the card number must be replaced by the characters *, # or x, so that only the last four digits of the card number are visible.
- d) The card number and expiry date printed on the sales slip must be the same as the card number and expiry date embossed on the front of the card and as the card number printed on the back of the card in the signature field.
- e) The cardholder has acknowledged the total invoice amount by signing on the front of the sales slip in the presence of a representative of the contract partner or by personally entering the PIN for the card and receiving confirmation. The signature on the sales slip is the same as that on the card presented.
- f) The contract partner has given the cardholder a copy of the signed sales slip.
- g) The card has not been blacklisted or otherwise notified to the contract partner as being invalid.
- h) The card has not visibly been altered.
- i) Any photograph on the card bears a resemblance to the person presenting the card.
- j) The contract partner is only to submit each card transaction to Concardis for settlement once and, at the request of Concardis, is to provide written evidence that every card transaction submitted was based on a sales transaction with the customer.
- k) The amount and currency of payment claims submitted by the contract partner must be the same as the amount and currency invoiced to the cardholder for the goods and services sold.
- l) If the goods or services were delivered after the card was presented and are disputed by the cardholder, the contract partner is to provide Concardis with written evidence that it delivered the goods or services free of defects, in the quality, colour, size and quantity described, to an address provided by the cardholder and within any deadline agreed with the cardholder, or that it has not received the goods back from the cardholder or that it has received the goods back from the cardholder and has delivered replacement goods or goods free of defects to the cardholder.
- 4.2 Concardis is entitled to amend or supplement the conditions stated in clauses 4.1 a) to l) above by written notification to the contract partner giving notice of four weeks if Concardis considers such amendments to be necessary due to possible misuse or because they are necessary to comply with corresponding requirements of Mastercard, Visa or another card organisation.
- 4.3 In the event that the legitimate cardholder or the card issuer disputes a card transaction, the contract partner is obliged to comply with all the conditions mentioned in clause 1, part A and clauses 1 to 4.1, part B, to the extent that they are responsible for this compliance, and to provide Concardis with written evidence to this effect.
- ### 5. Reclaiming payment
- 5.1 In the event of non-compliance with one or more provisions of clause 1, part A and clauses 1 to 4.1, part B or part D of the additional sector terms with regard to a card transaction, Concardis is entitled to reserve its right to reclaim the payment of the settled card transaction within a period of 18 months from the date of the card transaction if the card transaction has previously been charged back by the card issuer.
- 5.2 In the cases mentioned above, Concardis will invoice the contract partner for the previously paid card transaction, crediting the contract partner the commission already paid on this card transaction, and offset it against the contract partner's other due receivables. If there is no opportunity to offset the payment, the contract partner is obliged to pay immediately after receiving the invoice from Concardis.
- 5.3 The provisions of clauses 5.1 and 5.2 above continue to apply for 18 months after this contract comes to an end.

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C Special terms and conditions for the acceptance and settlement of credit and debit card data transmitted in writing, by telephone or via the Internet

1. Terms and conditions of card acceptance

- 1.1 The contract partner is not entitled to accept the card for cashless payment and to submit the card transaction to Concardis for settlement
- a) if the residential, delivery or invoice address of the customer is outside the following countries: Germany, Belgium, France, Luxembourg, Austria, Switzerland, Italy, Portugal, Netherlands, Spain, Denmark, Sweden, Norway and Finland; if card transactions with order, delivery or invoice addresses outside these countries are submitted, Concardis is entitled to charge back the payment of these card transactions if the legitimate cardholder, via the card issuer, disputes the right to debit the card account,
 - b) if the contract partner does not use the authentication procedures Verified by Visa and Mastercard SecureCode or Maestro SecureCode to transmit Mastercard, Visa or Maestro card data online and/or does not send the three-figure card security number to Concardis electronically when the card data is transmitted by telephone or in writing,
 - c) if the sale to be settled was not carried out between the cardholder and the contract partner directly, but in a third-party business,
 - d) if the transaction underlying the sale to be settled does not correspond to the contract partner's object of business or area of business as stated in the acceptance agreement or the self-assessment,
 - e) if the claim to be settled is based on contents that are illegal, immoral, degrading or depict violence under the legislation applying to the legal transaction with the cardholder, and/or
 - f) if the contract partner's goods or services underlying the sale to be settled are offered for sale under domain addresses (URL) or advertising or sales channels not mentioned by the contract partner in the agreement or which have not been approved at a later date by Concardis in writing following notification by the contract partner.
- 1.2 Concardis is entitled to amend or supplement the conditions stated in clauses 1.1 a) to f) above by written notification to the contract partner giving notice of four weeks if Concardis considers such amendments to be necessary due to possible misuse or due to changes in statutory provisions or because they are necessary to comply with corresponding requirements of Mastercard, Visa or another card organisation.
- 1.3 Concardis is entitled to require the contract partner to cease submitting card transactions on serious grounds, in particular, if Mastercard, Visa or another card organisation demands that acceptance be suspended.

2. Terms and conditions of the abstract payment guarantee

- 2.1 Subject to the following conditions being met [clauses 2.1. a) to o)], Concardis undertakes to pay all the card transactions submitted by the contract partner that the contract partner was entitled to accept and submit to Concardis under the purpose of the agreement and clauses 1.2, part A and 1.1 above. This abstract payment guarantee is given independently of the cardholders' payment orders and subject, in particular, to the following conditions precedent: The contractual partner is obliged:
- a) for the acceptance of card data for written orders, to record in an order form the customer's first name and surname, the residential, invoice and delivery address(es), telephone number, card number and expiry date of the card, and the last three numbers figuring on the signature box on the reverse of the card ('card security code'), as well as to require the customer to sign instructions to debit their card account;
 - b) for the acceptance of card data for telephone orders, to record during the telephone conversation the date and time of the call, the cardholder's first name and surname, the residential, invoice and delivery address(es), the card number and expiry date of the card, and the last three numbers figuring on the signature box on the reverse of the card ('card security code'), as well as to save these for authorisation;
 - c) for online orders, to record electronically to Concardis by means of its own PCI-certified IT system or by means of a PCI-certified provider (Payment Service Provider) the customer's first name and surname, the residential, invoice and delivery address(es), the card number and expiry date of the card, the last three numbers figuring on the signature box on the reverse of the card ('card security code'), and electronic instructions from the customer to debit their card account;
 - d) to request from Concardis an authorisation number for the sales transaction before submitting the transaction – irrespective of its amount (zero limit) – and to save it. No more than seven calendar days may elapse between the date the authorisation number is given and the date the goods are dispatched or the service is rendered. Otherwise, a new authorisation number must be requested. The amount submitted by the contract partner to Concardis for settlement must be the same as the amount for which authorisation was requested. The contract partner must notify the cardholder by email or other written means if the goods or services are to be delivered or rendered in more than one step. If the sales amount exceeds the original authorisation request because it has been split between several deliveries, the contract partner is to notify the cardholder accordingly and have the cardholder place another order for the additional amount, which is then to be authorised by and submitted to Concardis;
 - e) within two days of shipping the goods or rendering the service, to submit to Concardis and ensure that they re-

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- ceive for settlement the card number and expiry date of the card, the amount, the date and transaction currency code for the sales transaction, the authorisation number sent by Concardis, the card security code and the contract partner's own identity code in electronic form, online, in a complete machine-readable data set, unless any other agreements have been made in writing; manual receipts and the submission of lists are not permitted. The contract partner may only submit card transaction data to Concardis for which an authorisation number has been received from Concardis; the contract partner may not submit the sales transactions under the official partner number for the settlement of card-present transactions;
- f) when accepting card data via the Internet from a customer, to use the Verified by Visa procedure for Visa or Visa Electron card sales and Mastercard SecureCode or Maestro SecureCode from Mastercard for Mastercard and Maestro card sales by means of certified software and to transmit the customer's authentication data in an authorisation and clearing data set to Visa or Mastercard in accordance with their procedures;
 - g) not to divide a total sales amount into several sales, even if an authorisation number is requested for each;
 - h) to keep on file for a period of 18 months from the sales date, and to present to Concardis at any time on demand by the date required, a complete and legible set of documentation and data on every card sale submitted to Concardis – with the exception of the card number and card security number – and the transaction underlying the card sale (e.g. order and payment data on the card sale submitted) and on the settlement of the transaction. This does not affect the contract partner's statutory filing and archival obligations. If the contract partner does not present the record of a settled card transaction within the period set by Concardis, and if the transaction is charged back to Concardis by the card issuer as a result, Concardis is entitled to charge this sales transaction back to the contract partner;
 - i) to deliver or render the goods and services to the cardholder without defects against confirmation of delivery and to provide Concardis on demand and by the date set with written evidence of the delivery of the goods or services to the cardholder;
 - j) to deliver goods or to render services to the cardholder that correspond to the description given by the contract partner on the Internet, in a catalogue or in any other offers, to keep this product description on file and to provide it to Concardis at any time on request for dealing with any complaints;
 - k) to submit receivables in the same currency and for the same amount as the currency and price at which the goods or services were offered for sale on the Internet, in a catalogue or in any other form, to keep these offers on file and to provide them to Concardis at any time on request for dealing with any complaints;
 - l) to send the cardholder – no later than the delivery of the goods or services – an invoice by email, fax or post, displaying the company name and the telephone number, including international area code, as used on the Internet, in the catalogue or other media;
 - m) to use the same company name and the same Internet domain on the Internet, in the catalogue and in other media as that provided by the contract partner in the contract for its identification in the statement sent to the cardholder;
 - n) only to submit each card sale to Concardis for settlement once, and at the request of Concardis to provide written evidence that every card sale submitted was based on a transaction with the customer;
 - o) only to submit card sales when the goods or services on which the card sales are based have been supplied or rendered to the cardholder or the cardholder has agreed that their card account should be charged repeatedly.
- 2.2 Concardis is entitled to amend or supplement the conditions stated under clauses 2.1. a) to o) above by written notification to the contract partner giving notice of four weeks if Concardis has to make such amendments due to corresponding requirements of Mastercard, Visa or another card organisation.
- 2.3 In the event that the legitimate cardholder or the card issuer disputes a card transaction, the contract partner is obliged to comply with all the conditions mentioned in clauses 1.1 and 2.1 above, to the extent that it or its agents are responsible for this compliance, and to provide Concardis with written evidence to this effect. Concardis is entitled but not obliged to verify compliance with the terms of clauses 1.1 and 2.1 above before crediting the funds for the card transaction to the contract partner.
- 2.4 The form and contents of the data transmission will be defined in data protocols of the card settlement companies which the contract partner is to follow.
- 3. Reclaiming payment**
- 3.1 In the event that one or more conditions of clause 1, part A and clauses 1 and 2, part B or part D of the additional sector terms with regard to a card transaction are not met, Concardis is entitled to reserve its right to reclaim the payment of the settled card transaction within a period of 18 months from the date of the card transaction if the card transaction has previously been charged back by the card issuer.
- 3.2 The contract partner remains obliged to refund a card transaction previously credited by Concardis if the cardholder demands that the debit to their account is cancelled or refuses payment and the cardholder declares in writing within six months of their account being debited or the date on which the service was rendered or should have been rendered that
- a) they did not receive the goods or services at the delivery address provided by them, unless – within 14 days of being notified of the complaint by Concardis – the contract partner can provide documentation to prove that the goods were delivered to the delivery address provided,

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- b) the goods supplied or the services rendered by the contract partner did not conform to the contract partner's product description in terms of quality, colour, size, quantity or service, or the goods were delivered in damaged condition or too late or the services were faulty or rendered too late, unless the contract partner claims either that the cardholder did not return the goods or else can prove by means of suitable documentation that the defect, the difference or the damage either did not exist or had been rectified by replacing or repairing the goods or rectifying the service and delivering the goods or rendering the services to the cardholder again.
- 3.3 In the cases mentioned in clauses 3.1 and 3.2 above, Concardis will invoice the contract partner for the card transaction already credited, less the service fee on this card transaction, and will offset the balance against funds credited for other transactions. If there is no opportunity to offset the payment, the contract partner is obliged to pay the chargeback amount immediately after receiving the invoice from Concardis.
- 3.4 Concardis's right to claim repayment is not restricted by having issued an authorisation number, because when Concardis obtains the authorisation number from the card-issuing bank, it can only verify the credit limit available and whether the card number has been blocked due to loss or theft of the card. Concardis cannot check that the customer's name matches the name of the legitimate holder of the card presented.
- 3.5 If the card is accepted online, Concardis will not demand repayment of a card transaction from the contract partner because the legitimate cardholder did not authorise their account to be charged, as long as the contract partner can prove that it verified the card transaction using the authentication procedures Mastercard SecureCode or Maestro SecureCode for Mastercard and Maestro sales and Verified by Visa for Visa or Visa Electron sales in accordance with the procedures of Mastercard and Visa. Payments may still be charged back if the card transaction was made using a commercial or a prepaid card.
- 4. Further requirements for the security of Internet payments**
- 4.1 If a contract partner saves, processes or transmits payment data in the course of performing its business operation, the contract partner shall be obliged to implement security measures within its IT infrastructure in accordance with items 4.1 to 4.7 of circular 4/2015 (BA) MSSOP (Minimum standards for the security of online payments) issued by the German Federal Financial Supervisory Authority (BaFin). The contract partner can find information about this circular of BaFin on its website, accessible at: <https://www.bafin.de>. With respect to the saving, processing or transmission of contractual payment data, the contract partner shall only use those service providers which have given it a contractual undertaking to observe the provisions of MSSOP and shall, upon request, provide evidence of this undertaking to Concardis.
- 4.2 If a contract partner saves, processes or transmits payment data, it must cooperate with Concardis and the competent law enforcement agency for the purposes of investigating payment security incidents as well as incidents relating to data protection violations.
- 4.3 The contract partner shall support technologies, e.g. in accordance with the requirements set out in clause 2.1 (f), part C, which enable the issuers of the payment cards to authenticate the cardholder for the respective card transaction.
- 4.4 The contract partner shall clearly separate the payment processes from its online shop in order to make it easier for cardholders to determine when they are communicating with the payment provider and when they are communicating with the contract partner (e.g. by redirecting the cardholder and opening a new window so that the payment process is not displayed within a frame of the contract partner).

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D Additional sector terms

1. Hotels

Hotels are entitled to enter the card data provided by the cardholder into the POS terminal manually and to obtain pre-authorisations in order to check creditworthiness or for guaranteed reservations if the cardholder plans to arrive after a certain time of day that has been specified by the hotel and verifiably brought to the attention of the cardholder. The contract partner is to have the cardholder sign a blank authorisation to debit the card account in order to settle accommodation costs charged by means of express checkouts and other expenses – for telephone or minibar, for example – for which the cardholder does not sign. If the card data is accepted for guaranteed reservations or bookings, the hotel is entitled under Mastercard and Visa rules to charge the agreed fee for just one overnight stay by means of the card number provided. When carrying out a guaranteed reservation, the hotel is demonstrably to notify the cardholder of the amount and currency of the room rate and the procedures for cancellation and no-show in accordance with the card organisations' procedures. The hotel also has to send the cardholder confirmation of the reservation and a reservation number in text form (i.e. in writing, by fax or email). In addition, the hotel is to write the words 'no-show' on the signature line of the sales slip and send the sales slip to Concardis within two days.

2. Car rental companies

The contract partner is to submit to Concardis a separate sales slip (printed after the damage was caused or when the vehicle is returned), signed by the cardholder, for claims for accident damage caused by the cardholder not covered by accident insurance and for other charges (fuel, etc.), independent of the car rental price. For the settlement of repair costs for accident damage, a cost estimate from a garage, the hire contract and the accident report must be sent to Concardis in addition to the sales slip signed by the cardholder. For the settlement of traffic fines, the corresponding penalty charge notices must be sent to Concardis.

3. Ticketing and voucher companies

The parties agree that the contract partner is not itself the organiser or service provider of the events and/or vouchers it offers. It is an agent, and the card transactions it submits to Concardis for settlement originate in third-party businesses (including event organisers). If individual events or other services are cancelled, called off or are otherwise not performed or do not take place, and the card issuers charge back card transactions submitted by the contract partner for third parties as a result, Concardis is entitled to charge back these card transactions to the contract partner. The contract part-

ner therefore indemnifies Concardis against damages that Concardis may incur because an event, conference, meeting or other service does not take place and/or is not performed.

4. Car dealers

If the contract partner operates a car dealership, it is entitled but not obliged to accept the card for the sale of new and used cars.

5. Self-service terminals

5.1 If the contract partner meets the following additional criteria, Concardis will credit the contract partner for receivables from cardholders in which the card transaction was carried out by the cardholder using a self-service terminal with an EMV card terminal module:

- a) Every authorisation data set and the clearing data set must include the correct indicator for self-service terminals (Mastercard indicator '2', Visa Indicator '3').
- b) Every authorisation data set must include the merchant category code, the POS country code and the POS postal code.
- c) The use of self-service terminals is limited to a maximum of €80 per card transaction and per day.
- d) At the cardholder's request, the contract partner must provide a receipt with the transaction amount, transaction date, card number and, for fuel payment terminals, the quantity of fuel sold.
- e) The self-service terminals may not be used to make cash withdrawals or sell telecommunications services.

5.2 If the contract partner does not meet the aforementioned criteria [clause 5.1 a) to e)] or if the legitimate cardholder denies having completed the transaction at the contract partner's self-service terminal, and the card issuer charges the card transaction back to Concardis as a result, Concardis is entitled to charge the corresponding card transaction back to the contract partner in turn. Concardis also has the aforementioned rights if it has previously issued an authorisation number.

Terms and conditions of Concardis GmbH for the acceptance and settlement

E Terms and conditions for the online retrieval of the contract partner's statement of account from Concardis (online statement service and/or ESP)

1. Subject matter of the agreement

Participation in the Concardis online statement service (hereafter known as 'ESP') enables the contract partner to retrieve its statements of account regarding the card transactions submitted to Concardis via ESP. The statements will be held ready for retrieval by the contract partner for a period of 12 months.

2. Registration and use

To participate in ESP, the contract partner submits an application with a password (application password) for use in the initial registration or for repeat registration following the loss or incorrect entry of the login password, as well as an email address to be used for online contact and as a user ID. After initial registration, the contract partner chooses the password (login password) for using ESP itself. The contract partner will require its employees to use the login password confidentially. Participation in ESP requires the use of an Internet browser with at least 128-bit encryption (Internet Explorer 5.0 and above) and the enabling of temporary cookies. If the contract partner uses a firewall, Internet access via port 443 is to be enabled in the firewall.

3. Objections to statements of account

Concardis will make the statements available for downloading by the contract partner on the day after the statement date. Statements are deemed to have been received as soon as Concardis has made them available for retrieval by the contract partner. The contract partner is obliged to retrieve the statement promptly and to check that it is complete and correct without delay. Any objections must be raised with Concardis in writing within four weeks. The statement is deemed to have been approved if the contract partner neglects to raise its objections in good time. The contract partner may ask for the statement to be corrected thereafter but must then prove that a debit was made incorrectly or a credit to which it was entitled was omitted.

4. Termination

The contract partner is entitled to terminate this agreement at any time by giving written notice of four weeks to the end of the month. Concardis will then switch to sending the statement in hard copy by post at the next possible date. The contract partner is to bear the costs of the switch and the subsequent costs of delivering hard copies.

Terms and conditions of Concardis GmbH for the acceptance and settlement

F Conditions for the use of the Concardis online portal my.Concardis ('portal')

1 Subject matter of the agreement

The use of the portal enables the contract partner to retrieve the statements of card transactions submitted to Concardis and to obtain additional services described in more detail in the portal if desired. Further information about the functions of the portal can be found in the terms and conditions of use and the instructions that can be viewed and downloaded from the portal.

The statements will be held ready for retrieval by the contract partner for a period of at least 12 months.

2. Registration and use

To use the service the contract partner nominates a person with access rights in the corresponding service agreement, together with an email address that is used for online contact and as a user ID. This person is sent a password to log in for the first time. Once the person has logged in for the first time and accepted the terms and conditions of use they choose a new password to continue using the portal (login password). The super-user nominated and authenticated vis-à-vis Concardis is allowed to set up other users for the legal person and to give them specific rights within the my.Concardis website. The contract partner will require its authorised users to use the login password confidentially.

3. Objections to statements of account

Concardis will make the statements available to the contract partner on the portal on the day after the statement date. Statements are deemed to have been received as soon as Concardis has made them available for retrieval by the contract partner. The contract partner is obliged to retrieve the statement promptly and to check that it is complete and correct without delay. Any objections are to be made within four weeks to Concardis in writing, which does not include any means of telecommunication (telefax, email). The statement is deemed to have been approved if the contract partner neglects to raise its objections in good time. The contract partner may ask for the statement to be corrected thereafter but must then prove that a debit was made incorrectly or a credit to which it was entitled was omitted.

4. Chargeback management

If the contract partner uses the portal, chargeback management for Visa and Mastercard transactions will be switched to the portal automatically. Communication

concerning chargebacks by card issuers and the documentation to be provided must then take place solely via the portal. If they use the portal, contract partners are therefore obliged to open the chargeback module at frequent intervals to make sure they do not miss any deadlines for chargebacks and providing documentation.

5. Termination

The contract partner is entitled to terminate this agreement at any time by giving written notice of four weeks to the end of the month. Notice of termination must always be in writing and not by any means of telecommunication (telefax, email). Concardis will then print the transaction statements and communication in connection with chargebacks and send them by post. The contract partner is to bear the costs of the switch and the subsequent costs of delivering hard copies.

Terms and conditions of Concardis GmbH for the acceptance and settlement

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

1. Basis

The following terms and conditions apply when the contract partner has selected the option Dynamic Currency Conversion (DCC) or electronic Dynamic Currency Conversion (eDCC) (hereafter also known collectively as 'DCC') in the service agreement or a supplementary 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 in the settlement currency of their credit or debit card (hereafter 'invoice currency'). For all currency conversions at the terminal in which cardholders can select the invoice currency themselves, the contract partner will send the data exclusively to Concardis. Unless the following terms provide otherwise, the terms and conditions of Concardis GmbH for the acceptance and settlement of credit and debit cards 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. 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 (Dynamic Currency Conversion transaction or electronic Dynamic Currency Conversion transaction, also known collectively as 'DCC transactions' 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 DCC service without having made an explicit decision to do so.

- 3.2 If a priority or express checkout service is offered, customers must confirm in writing that they approve the DCC transaction, that they had the choice between the local currency and the invoice currency, that their decision for the invoice currency is final and that the conversion rate will be determined by the contract partner at a later date without further consultation with the cardholder.

- 3.3 The contract partner will give its checkout staff written instructions to comply with these obligations.

- 3.4 The contract partner will only use the DCC service by means of the POS terminal approved by Concardis or the POS checkout software and the DCC software provided by Concardis or the software solution Concardis PayEngine approved by Concardis. The contract partner bears the costs of using, installing and operating the checkout software or the POS terminal or the Concardis PayEngine.

- 3.5 The contract partner undertakes to use the most up-to-date exchange rates provided to it for the currency conversion service.

4. Electronic settlement and authorisation system

- 4.1 The contract partner will send all card transactions using the currency conversion service to Concardis online within 24 hours and solely by means of the checkout software approved by Concardis or the POS terminal or by means of the approved Concardis PayEngine (simultaneous authorisation and payment). To use the DCC service, the contract partner will follow the operating instructions for the software provided by Concardis or the terminal approved by Concardis.

- 4.2 The contract partner is to ensure that the sales slip or 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 DCC 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 (DCC rate) for each card transaction converted using DCC 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. Concardis has no obligation to pay a fee if the contract partner does not transmit a converted card transaction to Concardis electronically by 2 a.m. on the day after the transaction date.

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- 5.2 Concardis reserves the right to alter the DCC 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 DCC 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 currency conversion service is used.

6. Duration, termination, miscellaneous

- 6.1 The duration of the DCC option is the same as that of the service agreement between Concardis and the contract partner. This does not affect the right to terminate the DCC 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 or Mastercard 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 DCC option in line with new developments, legislative changes or requirements of Mastercard and/or Visa, as long as these changes do not fundamentally alter the service, the fee and the DCC rate and do not result in additional costs for the contract partner without its approval.

Terms and conditions of Concardis GmbH for the acceptance and settlement

H Special terms for contactless payments

1. Scope of application

- 1.1 The following rules apply to the acceptance and submission of card transactions using cards with a contactless interface.
- 1.2 In accordance with the following provisions, Concardis enables the contract partner to accept cards with a contactless interface for cashless payments and to submit receivables generated by means of such a card to Concardis for settlement.
- 1.3 Unless the following terms provide otherwise, the terms and conditions of Concardis for the acceptance and settlement of credit and debit cards apply accordingly to the submission of contactless transactions.

2. Principles of submission and authorisation

- 2.1 When a card with a contactless interface is presented, the contract partner is to read the data in a contactless fashion, that is without physical contact between the terminal and the card, using a terminal–reader combination initialised and approved by Concardis (hereafter 'terminal') and obtain an electronic authorisation from Concardis. If authorisation is given, the contract partner is to send the full data for the card transaction, in particular card number, expiry date, total invoice amount and Concardis contract partner number, to Concardis electronically in the original transaction every business day by means of an end-of-day reconciliation. The contract partner is responsible for ensuring that the card transaction data is received by Concardis in full, on time and in a data set suitable for electronic processing.
- 2.2 The contract partner is obliged to have the cardholder authenticate the card transaction by signing their name or entering their PIN or by making correct use of a biometric method. This obligation does not apply to cases in which the individual card transaction does not exceed the limit for contactless payments without authentication (hereafter 'transaction limit without authentication'). This amount is set by the card organisations. At the time the contract is signed, the maximum amount of the transaction limit without authentication is €25.
- 2.3 If contactless data is sent without cardholder authentication by signature or PIN or by making proper use of a biometric method, Concardis's obligation to pay is limited per cardholder and transaction to the transaction limit without authentication. This obligation only applies to Concardis in the event that the individual card transaction submitted does not exceed the transaction limit without authentication.
- 2.4 Authentication as defined in clause 2.2 is required in all cases if the individual card transaction exceeds the transaction limit without authentication. If the contract partner does not comply with this obligation, Concardis is released from its obligation to pay. If the card issuer charges the card transaction back to Concardis because no authentication was obtained in the form of a

signature on the sales slip, correct PIN entry or correct use of a biometric method, Concardis is entitled to charge the card transaction back to the contract partner.

- 2.5 If, for technical reasons, it is not possible to authenticate a contactless electronic authorisation request, e.g. because the chip on the card does not permit such a function or the terminal used for this transaction cannot determine the card data by contactless means, the card data must in all cases be read physically (by contact between the card and the terminal) from the chip on the card or, where necessary, from the magnetic strip, and the payment must be authenticated by the cardholder by means of their signature or by entering their PIN using a terminal in accordance with the standards defined by Concardis in its conditions for the acceptance and settlement of credit and debit cards.

3. Other duties of the contract partner

- 3.1 For card transactions that exceed the transaction limit without authentication for contactless payments, the contract partner is obliged to print a sales slip at the terminal, file it in accordance with the terms and conditions of Concardis for the settlement of credit and debit cards and present it to Concardis within a period defined by Concardis, usually 14 days from the request date, in the event of a complaint from the cardholder.
- 3.2 The contract partner is obliged to affix the acceptance logo required by the respective card organisation and provided by Concardis in a prominent position near the cash desk.
- 3.3 The contract partner authorises the card organisations to refer to the contract partner's company as a partner of Mastercard and/or Maestro PayPass in press releases and/or for advertising purposes.
- 3.4 The contract partner undertakes to keep the contactless terminal in use for at least 12 months after it is first used.
- 3.5 The contract partner undertakes to use a card reader that shows the acceptance logos as defined by the card organisations of all the cards the contract partner is entitled to accept in accordance with the service agreement

I Special terms and conditions for giropay

1. Subject matter of the agreement and terms and conditions of giropay acceptance

- 1.1 The contract partner is entitled to use giropay as a payment method in accordance with this agreement. giropay is an online payment system in which banks provide a guarantee to giropay acquirers for the benefit of connected merchants.
- 1.2 The contract partner is obliged to sell the giropay user the goods and services on offer in its business at the same prices and on the same terms as customers using other payment methods.

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- 1.3 The contract partner will process all giroipay credit transfers in its business exclusively via Concardis.
- 1.4 The contract partner is not entitled to offer or use giroipay for the payment of the following goods and services:
- a) any goods or services, the advertising, offer for sale or distribution of which would infringe third-party copyrights and intellectual property rights (e.g. the right to one's own image, name and personality rights),
 - b) any goods or services included in the banned products defined in section 4 of the German interstate treaty on the protection of minors (*Jugendmedienschutz-Staatsvertrag – JMStV*), which among other things constitute propaganda or attributes of anti-constitutional organisations, glorify war, offend human dignity, show children or young people in unnatural, sexual poses or are of a pornographic nature,
 - c) archaeological finds,
 - d) drugs, anaesthetics or other mind-altering substances,
 - e) goods subject to a trade embargo,
 - f) human body parts or mortal remains,
 - g) National Socialist articles or publications,
 - h) protected plants or animals.
- 1.5 giroipay may only be offered as a payment method for gaming, sporting bets, casinos and lottery companies with the prior written approval of Concardis and only insofar as the contract partner has all the necessary official German licences and its overall offering is in accordance with the law, that is, it complies in particular with all regulations for the protection of young people.
- 2. giroipay payment procedure**
- 2.1 Concardis will transmit the information and data required for the giroipay payment procedure to the relevant bank via a giroipay operator when the contract partner's customers indicate that they want to pay for the contract partner's goods or services by means of a giroipay credit transfer. Thereafter, Concardis will forward the response from the bank to the contract partner.
- 2.2 If the response is positive, the bank will credit the relevant amount to the account set up for the contract partner subject to the terms of the payment guarantee. A positive response is defined as a confirmation by the system that the online credit transfer, which is linked to a payment guarantee by the relevant bank, has been carried out. The payment guarantee is an irrevocable guarantee, given by the bank in its own name to Concardis, that a giroipay credit transfer will be made to the account described in the transfer instructions for the full amount, subject to the agreed maximum defined in clause 2.4 below, within the agreed deadline. However, between Concardis and the contract partner, the payment guarantee is deemed to be for the benefit of the contract partner.
- 2.3 Concardis's obligation in the context of the giroipay payment procedure is limited in all cases to forwarding to the contract partner a positive response to the payment guarantee actually received by Concardis regarding a giroipay credit transfer. Concardis is not liable for the performance of the payment guarantee by the bank concerned.
- 2.4 The payment guarantee given by a bank in the context of giroipay is in all cases limited to €10,000 per credit transfer order, even if an individual credit transfer order should be for a higher amount.
- 2.5 If the contract partner receives no response or no positive response from the bank via Concardis, the payment guarantee is deemed to have been rejected. In this case, the contract partner has no payment guarantee.
- 3. Design of the payment process**
- 3.1 When designing the payment process, the contract partner will only require its customers to provide the sort code of their bank. If the contract partner wishes to request further information from the customer (in particular the customer's name and account number), it is obliged to make it clear and obvious to the customer in simple language that any further customer information provided in the context of the giroipay payment process is on a voluntary and optional basis. Moreover, the contract partner may only request customers to provide an account number on a voluntary and optional basis if the customer can at any time access an understandable, clearly recognisable text explaining why the account number is being requested. The contract partner can use the sample explanation provided in the giroipay toolbox to formulate its text.
- 3.2 The contract partner will design the order process and its website in such a way that when customers make a giroipay credit transfer, they are unequivocally on the online banking website of their bank and that this can be seen by the presence of the bank's URL in their browser's address bar and by verifying the security certificate. The contract partner is not entitled to use in-line frames ('iframes') when integrating giroipay into the payment process, whereby iframes within the meaning of this agreement are a technology enabling online content to be incorporated into the contract partner's website without users of the website being able to tell that it is not the provider's own content.
- 4. Guarantee claims**
- 4.1 A guarantee claim occurs if a giroipay credit transfer order is not carried out even though the contract partner has received a positive response, so that the payment amount is not credited to the contract partner's stated account.
- 4.2 In the event of a guarantee claim, the contract partner undertakes to make a claim for payment under the payment guarantee within one week of receiving the positive response by sending an email to Concardis at the following address: garantieanfrage@Concardis.de. The following information must be sent for the transaction concerned:

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- a) InternalTxID (alphanumeric, ten digits)
 - b) Tx Timestamp (time stamp for the transaction)
 - c) Bank sort code (alphanumeric, eight digits)
 - d) Amount
- The contract partner cannot rely on the payment guarantee if it does not make a payment claim within the deadline set by Concardis.
- 4.3 After receiving the information defined in clause 4.2 above, Concardis will send it to the giroipay operator without delay and forward the corresponding reply from the giroipay operator or the bank to the contract partner.
- 4.4 If the guarantee request is justified, the bank will execute the payment order and credit the contract partner with the amount of the contentious giroipay credit transfer. The guarantee request is justified if the contract partner has an actual and justified interest in sending the corresponding guarantee request to Concardis. The onus of proof and responsibility for showing that this interest exists lies with the contract partner. If the guarantee request is not justified, no payment will be made to the contract partner.
- 5. Further duties of the contract partner**
- 5.1 The contract partner is obliged to comply with the distance selling provisions of sections 312b et seq. of the German Civil Code (BGB) and the telecommunications media act (*Telemediengesetz – TMG*). In particular, the contract partner must make it unmistakably and irrevocably clear to giroipay users (its customers) that it is responsible for the sale of the goods or services, the payment processing, the goods and services themselves, customer service, complaints handling and terms and conditions of sale. The contract partner is to identify itself as the contract partner of the giroipay user on its website, in its catalogue and in other media.
- 5.2 The general terms and conditions of the contract partner must be accessible to the giroipay users on the website, in the catalogue or in other media at all times and acknowledged by the giroipay users before they enter their card details.
- 5.3 On its website, which must be reachable using the Internet address provided in the contract, in its catalogue and in its other media, the contract partner must clearly and unmistakably provide the following information:
- a) company name and address, commercial register number and relevant commercial court if applicable, name of the managing director(s) and/or board members and all other details required by law,
 - b) contact address for customer service, including email address and telephone number,
 - c) description of goods and services on offer as well as the price of the goods and services including all taxes and other price components, plus any delivery and shipping costs if applicable,
 - d) data protection provisions and information on the security of card data transmission,
 - e) settlement currency,
 - f) delivery terms.
- 5.4 The contract partner is to notify Concardis in writing of, and obtain approval for, any new Internet domain addresses (URL) and new sales channels on which it intends to use the giroipay payment method – without delay and before the giroipay payment method is used.
- 5.5 The contract partner is to ensure that no misuse of account data and other data belonging to giroipay users or the banks is possible by its staff or on its premises. Concardis is to be notified without delay if the contract partner suspects or has certain knowledge that card data is being misused in its business or that data phishing is going on in its business.
- 5.6 The contract partner is only to transmit data to Concardis in encrypted form using at least 128-bit encryption.
- 5.7 The contract partner is to allow Concardis to inspect its premises on request in order to enable Concardis to verify compliance with the terms of the contract.
- 5.8 The contract partner is obliged at its own expense to carry out and implement any fraud prevention measures required by Concardis that Concardis deems necessary in view of potentially fraudulent behaviour.
- 6. Commission**
- 6.1 For using the giroipay payment method, the contract partner pays Concardis the agreed commission, amounting to a percentage rate of the credit transfer amount submitted and, depending on the agreement, an additional transaction-based fee.
- 6.2 If the giroipay operator or giroipay GmbH should alter the fees and commissions that Concardis has to remit to the giroipay operator or introduce new fees, Concardis is entitled to adjust the commission rate at its reasonable discretion as defined in section 315 of the German Civil Code, after notifying the contract partner in writing.
- 6.3 The contract partner is obliged to pay Concardis €35 for a justified guarantee request and €80 for an unjustified guarantee request.
- 6.4 All fees are subject to German VAT at the statutory rate.
- 6.5 Concardis will invoice the contract partner for the commission and other fees in one statement. The statement must be settled without delay as soon as Concardis has sent the invoice. The contract partner is obliged to pay immediately.
- 6.6 If the contract partner intends to work with a payment service provider that is not yet connected to Concardis's giroipay provider, the contract partner bears the technical costs of the connection.
- 6.7 Objections relating to the inaccuracy or incompleteness of transaction statements or invoices must be raised by the contractual partner within four weeks of the statements or invoices being received. The statements are considered to have been approved if no objections are raised before the deadline. Concardis will point out these consequences when the statement is sent. The contract partner may ask for the statement to be rectified after the deadline, but in this case must prove that the statement was incorrect or incomplete.

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7. Information obligations

- 7.1 The contract partner undertakes to provide Concardis with the following information truthfully, completely and without a separate request:
- a) full company name – for a legal entity, this includes the legal structure and all authorised representatives,
 - b) complete address of the provider's place of business,
 - c) provider's VAT ID number as defined in section 2 of the German VAT act (*Umsatzsteuergesetz – UStG*) or business identification number as defined in section 139c of the German tax code or a comparable number,
 - d) commercial register, association register, partnership register or cooperative register in which the provider is registered and the registry number,
 - e) full Internet address on which giroipay is to be used as a payment method,
 - f) category of goods and/or services,
 - g) provider's logo,
 - h) contact details for support (contact person, telephone number, email),
 - i) any other support channels (hotline, Web address, FAQ, etc.),
 - j) contact address for marketing cooperation with giroipay GmbH (contact person, telephone number, email).
- 7.2 The contract partner is also to inform Concardis in writing and without delay of any changes to the data and information provided in the contract, in particular
- a) changes in its legal structure or company name,
 - b) change of address and/or bank account details,
 - c) the sale, lease or other change of ownership or discontinuation of the business,
 - d) changes in the type of product range that the contract partner offers on the Internet, in its catalogue or other media,
 - e) change of payment service provider.
- 7.3 The contract partner is liable to Concardis for damages arising from its culpable breach of this information obligation.
- 7.4 At the written request of Concardis, also during the ongoing business relationship, the contract partner will provide documentation on its assets and financial position without delay.
- 7.5 Concardis is entitled to pass on the information described above to the giroipay operator and to giroipay GmbH.

8. Use of the giroipay brands

- 8.1 The contract partner is obliged only to use the giroipay brand in unaltered form in order to bring into circulation, introduce, offer, advertise and market the giroipay method. The contract partner further undertakes to comply with all the rules on the use of the giroipay brands (annex).
- 8.2 For the duration of this agreement, the contract partner grants Concardis the non-exclusive right to use the following information, including a link to the contract partner's website, in order to mention the contract partner

as a giroipay participant in advertising material and on its own website:

- a) full company name – for a legal entity, this includes the legal structure and all authorised representatives,
- b) complete address of the provider's place of business,
- c) full Internet address on which giroipay is to be used,
- d) category of goods and/or services,
- e) contract partner's logo.

Concardis is entitled also to transfer this right to the giroipay operator or to giroipay GmbH.

9. Liability, claims for damages

- 9.1 Concardis and its legal representatives or agents are only liable for damages if they are 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.
- 9.2 If essential contractual obligations as defined above are breached by simple negligence, Concardis's liability is limited to €10,000 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.
- 9.3 In all cases, Concardis's liability is limited to the damages caused directly by Concardis that are generally and typically foreseeable in such cases. No liability is incurred for lost profit.
- 9.4 The contract partner is liable to Concardis for damages arising from culpable breaches of contract by the contract partner. Contractual penalties imposed on Concardis by the giroipay operator or giroipay GmbH in connection with a breach of contract also count as damages in this context.

10. Confidentiality, data protection

- 10.1 The contract partner is obliged to treat all confidential information in strict confidence and to take all steps necessary to prevent unauthorised third parties from gaining access to confidential information.
- 10.2 The contract partner is obliged only to give access to confidential information to such third parties which need to receive such information to perform their services.
- 10.3 Confidential information may only be used for the purposes of this contract.
- 10.4 Both contract partners undertake to keep personal data secret from third parties and to comply with data protection standards.

11. Complaints

Complaints by customers of the contract partner relating to the contract partner's services in the underlying transaction are to be settled directly between the contract partner and the customer.
In the event of a guarantee claim pursuant to clause 4.1 above or for other queries about the giroipay payment

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method, the contract partner will only approach Concardis or its payment service partner (PSP).

12. Duration, termination

- 12.1 The agreement is to run for 24 months. Concardis is entitled to revoke the contract within 30 days of its signing if negative information should come to light concerning the contract partner or its managing director(s) which would make it unreasonable for Concardis to be bound by the contract. The agreement can be terminated at the earliest by giving notice of three months to the end of the contract. Otherwise it is renewed for an indefinite period. The agreement can then be terminated by either party by giving notice of six months to the end of the year. Notice of termination must be given in writing.
- 12.2 This does not affect the parties' right to terminate the agreement without notice on serious grounds. Serious grounds for termination without notice exist in particular when
- a) the contract partner is in culpable breach of its obligations under this contract,
 - b) substantial adverse circumstances come to light regarding the contract partner or its owners that would make Concardis's continued involvement in the contract unacceptable. These circumstances exist in particular if the contract partner has made incorrect statements in the contract, if its financial situation deteriorates substantially or may do so imminently, if its financial position does not seem to be sound or if it is culpable breach of its information obligations under this agreement at a later date,
 - c) the contract partner changes its product range on the Internet, in its catalogue or in other media in such a way that, after taking the interests of the contract partner into appropriate consideration, it is unreasonable for Concardis to continue the contract,
 - d) the contract partner is in arrears with payments, despite having received a grace period and having been threatened with termination of the contract,
 - e) the contract partner uses giro pay as a payment method for third-party businesses in which the goods or services underlying the transaction are not covered by the business purpose, price segment or the group of goods or services stated by the contract partner,
 - f) when signing the contract, the contract partner made false statements about its business or the goods and services it offers or did not notify Concardis in advance and in writing of subsequent changes to its product range or its business purpose,
 - g) through no fault of Concardis the giro pay payment method is no longer offered, or the giro pay acquirer contract between Concardis and the giro pay operator comes to an end.

13. Other

- 13.1 All amendments or additions to this contract must be in writing in order to be valid. The same applies to any agreement waiving the requirement for the written form.
- 13.2 If any provision of these terms and conditions or the contract on which they are based 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.
- 13.3 Concardis is entitled to amend the terms and conditions of the contract. The amendments are deemed to have been accepted by the contract partner if it does not object within four weeks of its notification. Concardis will alert the contract partner to these consequences when the notification is sent.
- 13.4 Concardis is entitled to make use of third-party services, especially payment service providers (PSP), to meet its obligations under this agreement. The contract partner is only entitled to appoint third parties to meet its obligations under this agreement with the consent of Concardis.
- 13.5 The contract partner is aware that, for system-related reasons, giro pay is only available if the contract partner has an account with a bank in Germany. The agreement is subject to the law of the Federal Republic of Germany, to the exclusion of UN CISG. The place of jurisdiction for all legal disputes arising out of this agreement is Frankfurt am Main.