

Part 1

General Terms and Conditions of Acceptance

§ 1 Scope of Application, Subject Matter of the Contract, Risk Warning
Scope of Application

1. The Merchant named in the Contract Form (hereinafter referred to as "Merchant") offers its customers the possibility of effecting cashless payments in a distance selling environment (the purchase of goods and services at a distance particularly via the Internet, over the telephone or by facsimile) using the payment methods stipulated in the Contract Form (e.g. electronic direct debit payments, credit and debit card payments, giro pay etc) hereinafter referred to as "Online Payments". Wirecard UK & Ireland Limited (hereinafter referred to as "Wirecard") is a technical service provider which enables Merchants to accept Online Payments.
2. The subject matter of the business relationship between the Merchant and Wirecard is the services agreed between the parties in the Contract Form. These General Terms and Conditions of Acceptance apply to each individual Online Payment. Separate terms and conditions of business (hereinafter referred to as "Special Terms and Conditions"), which include derogations from or additions to these General Terms and Conditions of Acceptance, shall apply to the services regarding specific types of individual Online Payments as well as to Wirecard's separate, technical processing services; (the General Terms and Conditions of Acceptance and the applicable Special Terms and Conditions together with the Contract Form are hereinafter referred to as the "Contract"). The Merchant agrees to be bound by each relevant set of Special Terms and Conditions depending on the specific types of Online Payment whenever a corresponding mandate is awarded (e.g. in the Contract Form). Unless otherwise expressly stated, any references to Clauses refer to these General Terms and Conditions of Acceptance.

3. Status of Wirecard and relationship with Acquirer

3. Wirecard has an agreement in place with Wirecard Bank AG (hereinafter referred to as "Acquirer") which allows Wirecard to aggregate the Online Payments of its Merchants and submit them on an aggregated basis to the Acquirer for settlement. The services provided by Wirecard to the Merchant are technical services only, related to the acquiring services Wirecard procures from the Acquirer. Being a technical service provider only, and not a merchant acquirer, Wirecard has no access to funds settled by the Acquirer (on its own or a Merchant's behalf), but Wirecard instructs the Acquirer to safeguard Merchant funds and pay them out to the Merchant in accordance with the Merchant's instructions and the terms of the Contract. The Merchant has no direct relationship with the Acquirer, although funds will be paid direct to the Merchant by the Acquirer pursuant to the settlement instructions provided to the Acquirer by Wirecard on the Merchant's behalf.

4. For the avoidance of doubt, the Contract is an agreement for the procurement by the Merchant of technical services from Wirecard and is not an agreement for payment services. Accordingly, the provisions of the European Communities (Payment Services) Regulations 2009 do not apply to the Contract and/or the relationship between Wirecard and the Merchant.

5. Relationship to the Special Terms and Conditions

5. If individual provisions of these General Terms and Conditions of Acceptance conflict with any provision of additionally agreed Special Terms and Conditions, the provision of the Special Terms and Conditions shall take precedence to that extent; in all other respects these General Terms and Conditions of Acceptance continue to apply to the extent they supplement the Special Terms and Conditions.

6. Any terms and conditions of purchase and other terms and conditions of the Merchant shall apply only to the extent that they do not conflict with the Contract. This applies even if Wirecard provides the Merchant with the services while being aware of the Merchant's conflicting or deviating terms and conditions.

7. Risk Warning

7. The Merchant is advised that the acceptance of Online Payments involves an extra high risk of fraudulent use because, for example, a direct debit or a credit card payment may be returned in card-not-present sales because of a revocation by the payer. Therefore, it is only financially tenable to accept such payments if every effort is taken by the Merchant to prevent fraudulent use. In this regard the greatest responsibility lies with the Merchant, who has direct contact with the customer and can in each case decide whether, depending on the circumstances of the purchase order, it can accept Online Payments notwithstanding the risk of fraudulent use.

§ 2 Basic Rules for the Relationship between the Merchant and Wirecard

Provision of Information to the Merchant

1. Wirecard shall provide information to the Merchant on each Online Payment processed and settled under the Contract through an Online Tool in accordance with § 3. If no other agreement has been reached, Wirecard shall provide the Merchant with the Online Payment information at least once per month using the Online Tool.
2. If, at the Merchant's request, Wirecard provides information other than through the Online Tool, or as otherwise agreed, the Merchant agrees Wirecard can charge a fee for doing so.

Amendments to the Contract

3. Wirecard shall notify the Merchant of any amendments to the General Terms and Conditions of Acceptance and to the Special Terms and Conditions in text form. If the Merchant has agreed an electronic method of communication the amendments can also be sent by this method of communication. They shall be deemed to have been approved if the Merchant does not raise an objection to Wirecard in writing or using the agreed electronic method of communication within four (4) weeks following notification of the amendment(s).
4. If the Merchant is offered amendments to the Special Terms and Conditions, the Merchant shall also have the right up until the amendment becomes effective to terminate the Contract affected by the amendment without notice and free of charge.
5. Unless otherwise agreed with Wirecard, objection by the Merchant to any amendment(s) to the General Terms and Conditions of Acceptance and to the Special Terms and Conditions within the four (4) week objection period shall be deemed to constitute notice by the Merchant of termination of the Contract.
6. No verbal side agreements to this Contract have been entered into. In all other respects the provisions of this Contract, including this requirement of written form, can be amended only by the parties' written agreement.
7. Any version of these contractual terms and conditions in any other language is provided only for assistance; the English version, which shall be provided to the Merchant at any time upon request, shall be the sole authoritative version and shall be solely binding for the purposes of interpretation.

Banking Secrecy and Bank Reference

8. Wirecard is under an obligation to keep all facts and assessments relating to the Merchant, of which it learns, secret (banking secrecy). The Merchant hereby gives Wirecard express permission to pass on information about the Merchant to the Acquirer. Otherwise, Wirecard may pass on information about the Merchant only if statutory provisions so require, the Merchant has consented or Wirecard is authorised to provide a bank reference.
9. A bank reference contains findings and comments about the Merchant's financial situation, its creditworthiness and solvency, which are kept general. Details of amounts on account balances, savings balances, securities accounts or other assets entrusted to Wirecard or details about the amount of any loans taken up shall not be stated.
10. Wirecard is authorised to provide bank references concerning legal entities and merchants to the extent that the enquiry relates to their business activity. Wirecard shall, however, not provide any references if it has been provided with contrary instructions by the Merchant. A bank reference shall only be provided if the person making the request has demonstrated that he has a legitimate interest in the information requested and if there is no reason to suppose that the Merchant's interests worthy of protection preclude the provision of the information.
11. Wirecard shall provide bank references only to its own contract partners, other credit institutions for their purposes or for the purposes of their customers and to persons, who are authorised by statute or by reason of a court or administrative order to receive such information.
12. The Merchant hereby revocably authorises the banks stated in the Contract Form for payments to provide Wirecard with a general bank reference and insofar releases said banks from their obligation to maintain banking secrecy. Said authorisation simultaneously applies to all banks where the Merchant maintains a bank account at the time of the request if Wirecard has been notified of said bank account for the purposes of instructions to effect credit entries, direct debits or bank debits.
13. Wirecard shall make use of the above authorisation only in connection with the conclusion and the performance of this Contract.

Confidentiality and Data Protection

14. Each party shall treat all information or documents, which they have received from the other party (the "Disclosing Party") or otherwise through said Disclosing Party before or after the entry into force of this Contract, and which pertain to this Contract or its terms and conditions (including the sales documentation) or to the business, the financial situation, the products and expectations, processes and methods, customers and employees of the Disclosing Party (particularly company or trade secrets, as well as information about customers, which has not been rendered anonymous) as well as all other information and documents as strictly confidential (hereinafter together referred to as "Confidential Information"). This applies irrespective of whether they are marked as confidential or whether they are reasonably to be classified as confidential.
15. Neither of the parties shall use or disclose Confidential Information in relation to their respective employees, contract partners or advisers, nor shall they transmit Confidential Information to third parties (particularly affiliated undertakings of the parties) except if necessary to perform their respective obligations arising out of this Contract. This particularly concerns Wirecard's right to transmit
 - a) transaction or other data to the payment systems connected with Wirecard's services, e.g. credit card organizations or giro pay operators, or to third-party service providers, or
 - b) the transaction details submitted by the Merchant for processing in aggregated form and (as regards customer data) rendered anonymous in accordance with

- the applicable data protection laws to other contract partners and to the agent responsible for the Merchant, or
- c) the Merchant's details set out in the Contract to information agencies set up for the purpose of checking any previous breaches of contract in relation to other service providers or in the event of any breach of contract, which entitles Wirecard to terminate this Contract, and to do so for said purpose in accordance with the provisions of this Contract and in accordance with the statutory provisions.
Before transmitting Confidential Information the parties shall inform every recipient of Confidential Information of its confidential nature and shall oblige every recipient to comply with obligations to maintain confidentiality which are equally strict as the obligations governed by this Contract.
16. The obligation to maintain confidentiality shall not apply to Confidential Information to the extent that said information
- a) may be published by reason of an express contractual agreement between the parties and/or by reason of the written consent of the party concerned, or
- b) was already known to the receiving party irrespective of the conclusion or the implementation of this Contract, or
- c) is already generally known or becomes generally known by the receiving party by some means other than by a breach of § 2 sub-clause 14 or § 2 sub-clause 15, or
- d) must be disclosed by one of the parties by operation of law or by reason of a court or administrative order or the Confidential Information is disclosed to a person, who is under a professional obligation to maintain confidentiality (e.g. tax advisers, lawyers).
In the circumstances stipulated under letter d) the Disclosing Party shall, in the event of a court or administrative order and to the extent permitted by statute, first immediately notify the other party submitting evidence of said order so that the other party can take action for interim relief or other suitable legal remedies. The Disclosing Party shall thereby provide the other party with a reasonable amount of support.
17. Any Confidential Information shall remain the property of the Disclosing Party and may be copied or reproduced only with said party's prior written consent. Upon request by the Disclosing Party the other party must return or destroy the Confidential Information and its embodiment and must confirm the destruction in writing.
18. The parties undertake that they will comply with all of the respectively applicable laws for the protection of personal data when collecting, processing and using said data.
19. The Merchant is under an obligation to take reasonable precautions against any unauthorised use of customer data. Customer data may only be stored if and to the extent that it is lawful and necessary to do so.
20. The above obligations shall also continue to apply after termination or expiry of this Contract until the receiving party proves that the Confidential Information has become generally known by the receiving party by some means other than by a breach of § 2 sub-clause 14 to sub-clause 19.
- Limits on the Merchant's Right of Set-Off
21. The Merchant can claim a right of set-off against Wirecard's claims only if its claims are undisputed or have become final and absolute.
- Objections arising out of the Underlying Transaction
22. The Merchant must advise its customers that it is responsible for the delivery of the goods and/or the performance of the services and all questions in connection therewith (particularly customer complaints) underlying the transaction presented by the Merchant to Wirecard for processing.
23. The Merchant must clearly inform its customers of its identity so that the customer can distinguish its contract partner from third parties involved in the processing of the underlying transaction.
- Notice regarding Acceptance / Copyrights
24. The Merchant may use logos, trade marks or distinctive signs of Wirecard and – depending on which Special Terms and Conditions the parties have additionally agreed – as the case may be of the card organisations or any of the payment instruments, particularly the designations "MasterCard", "Visa", "Visa Electron", "Maestro" or "giropay" protected by trade mark, for advertising purposes only with the prior written consent of Wirecard unless it is otherwise entitled to do so. In addition the Merchant is under an obligation to comply with Wirecard's requirements (e.g. by reason of any specifications, on which this Contract may be based). The logos and/or marks may particularly not be used in any manner which impairs the interests of the respective rights holder. This includes, inter alia, that the impression may not be given that the respective rights holder produces, renders or supports the Merchant's goods and/or services. Use of the logos and trade marks must be discontinued, and corresponding distinctive signs at the Merchant's premises and/or on its website must be removed promptly after termination of this Contract.
- Engaging Third Parties
25. If one of the parties uses third parties for rendering services it shall be responsible towards the other party for all acts, mistakes or omissions of the third party in the same way as it is for its own acts and omissions. The Merchant is not entitled to engage or otherwise use third parties to perform the obligations incumbent upon the Merchant by reason of this Contract without the prior written consent of Wirecard. Wirecard shall refuse said consent only if there is good cause. This does not affect the right to engage third parties in areas, which do not affect Wirecard's security situation.
26. Wirecard has the right to engage third parties to perform its contractual obligations.
- Business Day
27. A Business Day is any day on which Wirecard and, as the case may be, the Acquirer or any other payment service provider involved in the execution of the Online Payment transaction maintain the business operations required for executing the Online Payment transactions. Wirecard maintains the business operations required for executing payments on all working days except the following:
- a) Saturdays,
b) 24 and 31 December,
c) all statutory public holidays, even if they fall on a working day,
d) working days, on which Wirecard is closed because of local particularities (e.g. carnival, works meetings or other reasons) and the closure has been announced in good time in advance.
- § 3 Contractual Communication, Online Tool, Risk Management
- Contractual Communication
1. Unless expressly otherwise agreed in this Contract (as is for example the case for notices of termination) the parties are entitled to communicate by e-mail, through the Online Tool more particularly regulated below, or in any other form agreed between the parties (e.g. in the Contract Form). For this the parties can use the contact details stated in the Contract Form.
- Online Tool, Interface Specifications
2. Wirecard is entitled to provide the Merchant with information, which is material to the Contract (e.g. inter alia notifications of the execution of payment transactions and the receipt of payments, statistics, possibly statements of account, hereinafter referred to as "Material Contractual Information") online on the Internet by remote access by means of a software application ("Online Tool"). The Material Contractual Information can be downloaded using the Online Tool via personalised online access in accordance with the provisions below and - if so desired by the Merchant - can be stored in certain file formats on the Merchant's own systems.
The Merchant undertakes to use the Online Tool regularly through the personalised online access and to check the Material Contractual Information thus provided by Wirecard for its correctness and completeness. The Merchant must raise any objections because of any incorrectness or incompleteness of the Material Contractual Information or other discrepancies with Wirecard without undue delay. The documents Wirecard has provided via the Online Tool, shall be deemed to have been approved if the Merchant does not declare its objection to Wirecard within two (2) months following receipt of the Material Contractual Information. If the Customer fails to complain the documents shall be deemed to be approved.
3. Wirecard shall set up personalised individual log-ins for accessing the Online Tool, including personalised passwords, one for each of the Merchant's authorised employees. For this purpose the Merchant shall, during the term of this Contract, notify Wirecard of the names and - as the case may be, upon request by Wirecard, of additional identification features (e.g. function, address etc.) - of the currently authorised employees designated by the Merchant.
4. The Merchant may, under no circumstances, set up log-ins for user groups or use log-in details for several employees jointly. The Merchant undertakes not to store any passwords or otherwise record any passwords in writing and not to disclose any passwords to third parties and undertakes to take suitable measures to prevent employees of the Merchant or other persons who act on behalf of the Merchant from doing so. If the Merchant is aware that there is a possible case of fraudulent use or that third parties have discovered the passwords or if there is any suspicion of this the Merchant is under a duty to notify Wirecard promptly and to have the passwords concerned promptly blocked or deactivated. The Merchant shall be liable for any loss and damage if such loss or damage occurs due to any disclosure of the personalised information regarding the log-ins or the log-in details to third parties, if said third parties are not the persons authorised to use the personalised access.
5. It is the sole responsibility of the Merchant to arrange the technical connection to the Online Tool only via the Online Tool access channels separately notified by Wirecard (e.g. internet address).
6. The Merchant must observe the security notes (regarding the Online Tool, inter alia, on Wirecard's website), particularly the recommended measures for protecting hardware and software used ("Merchant System").
7. Wirecard may also provide the Merchant with risk management services as set out in the Contract Form. The specifications and details of any risk management services procured by the Merchant shall be provided by Wirecard to the Merchant upon request.
- § 4 Wirecard's Liability, Services which are not Contractually Owed
1. In rendering the services Wirecard shall be liable towards the Merchant for acts, omissions or breaches of contract only to the extent that said liability is due to
- a) Intent;
b) gross negligence on the part of Wirecard;
c) personal injury (injury to life, body or health) caused intentionally or negligently;

- d) mandatory liability by reason of any provision of applicable Irish law; or
- e) a careless breach of a material contractual obligation which puts the purpose of the Contract at risk. A material contractual obligation is an obligation, the fulfilment of which is decisive for the successful implementation of this Contract ("Material Contractual Obligation").
2. Wirecard's liability towards the Merchant in the event of a careless breach of a Material Contractual Obligation is for direct losses only and is limited to the typical damage that was foreseeable when the Contract was concluded.
3. To the extent permitted by law, Wirecard shall not be liable to the Merchant for: (i) business interruption or for loss of revenues, reputation, goodwill, opportunity or anticipated savings; or (ii) any loss or damage whatsoever which does not stem directly from a breach of the Contract by Wirecard.
4. Claims of the Merchant are excluded if the circumstances giving rise to a claim:
- a) are due to an unusual and unforeseeable event (force majeure) outside the control of Wirecard and the consequences of which could not have been avoided even if all due care had been exercised (such as, for example, events of war and acts of God, strike, lockout, traffic disruption, acts of domestic or foreign governmental authorities) or
- b) were caused by Wirecard due to a statutory obligation.
5. Wirecard shall not be strictly liable in the event of any non-executed or incorrectly executed payment transaction. If the Merchant has contributed towards the occurrence of any loss by any intentional or negligent conduct, the extent to which Wirecard and the Merchant have to pay for the loss shall be determined in accordance with the principles of contributory negligence.
6. Wirecard's liability for any damage caused by any non-executed or incorrectly executed payment order is limited to EUR 12,500.
7. If an instruction is, by reason of its content, typically executed in such a form that Wirecard entrusts the further settlement to a third party, Wirecard fulfils the order by forwarding it to the third party in its own name. This concerns, for example, the obtaining of bank references from other credit institutions. In such cases Wirecard's liability shall be limited to carefully choosing and instructing the third party.
8. Wirecard shall not be liable for any failure or disruption in the technical infrastructure outside its sphere of responsibility, in particular not for the proper functioning of the technical transmission procedure, devices, cable routes and other technical equipment, which the Merchant uses (e.g. to submit the data records resulting from the payment transactions).
9. Wirecard shall not be liable for any loss of data and other malfunctions or for damage if said loss of data, other malfunctions and damage is due to the fact that the Merchant does not comply with the requirements for the delivery of data pursuant to the interface specifications and the provisions of this Contract. If data is lost following delivery by the Merchant or by a third party commissioned by the Merchant and upon delivery to Wirecard, Wirecard shall not be liable for that part of the damage that is due to the fact that no proper backup was made by the Merchant or by the third party commissioned by the Merchant on the Merchant's or the third party's own systems prior to transmission – provided that such a backup is permitted under the provisions of this Agreement, the applicable statutory provisions and the requirements of the operators of the Online Payments (e.g. card organisations, giropay).
10. The following are not contractually owed obligations of Wirecard:
- a) the connection and data transmission between the Merchant and its customers; Wirecard cannot influence this; the Merchant shall thereby be personally responsible for ensuring the requisite transmission security between end customers and the Merchant including compliance with the applicable data protection provisions as well as specific requirements for individual payment methods (e.g. requirements of the Payment Card Industry Data Security Standard / PCI, as regards this cf. also the information at www.pcisecurity-standards.org) and any other specific requirements for individual Online Payments (e.g. giropay).
- b) the data transmission within the Merchant's systems or in telecommunications networks of third parties; Wirecard cannot influence the data traffic on the Internet and does not accept any responsibility for the availability and reliability of telecommunications networks of third parties or for transmission errors or alterations to the data to be transmitted in telecommunications networks or systems of third parties.
- c) the provision, servicing, maintenance and, as the case may be, configuration and programming of the hardware and software to be maintained by the Merchant during the term of this Agreement in order to ensure fulfilment of the Prerequisites for Connection.
- d) The transfer of Wirecard software to the Merchant for storing/using on the Merchant's systems.
- § 5 The Merchant's Liability, Indemnity
1. The Merchant shall be liable for and shall indemnify Wirecard from and against all expenses, costs, claims, obligations or any liability arising out of the non-performance of its obligations under this Contract or any applicable laws. The Merchant shall be liable towards Wirecard for the proper fulfilment of its obligations exercising the care of a responsible business.
- § 6 The Merchant's Obligations
- Clarity of Orders
1. Orders must be unambiguous. Orders, which are not clearly formulated, may give rise to queries, which may lead to delays. The Merchant must ensure all information it provides to Wirecard, particularly the IBAN, BIC, currency etc, is correct and complete. Any changes to, confirmations or repetitions of orders must be clearly marked as such.
- Duty to provide information and notify changes
2. The Merchant must provide the information and documents requested in this Contract (particularly in the Contract Form) and as otherwise requested by Wirecard, fully, correctly and truthfully. The Merchant shall provide Wirecard with any information and documents, which may be of relevance to Wirecard for rendering the services under the terms of this Contract. The Merchant must bear any and all damage that has accrued to Wirecard as a result of any negligent or intentional breach of this duty to provide information and documentation and/or notify any changes under sub-clause 3 below.
3. The Merchant must notify Wirecard of all changes to the information and documents provided by it, including without limitation:
- a) any change to the information in the Contract Form;
- b) any change to the information or documents otherwise provided to Wirecard by the Merchant, including information provided pursuant to anti-money laundering and counter-terrorist financing laws;
- c) any disposal or leasing of the business or any other change of ownership;
- d) any change in the Merchant's financial situation;
- e) any change in the security classification of its e-commerce transactions (non-encrypted, SSL-encrypted, etc.) with payers.
- This duty to notify applies irrespective of whether such changes are registered on a public register.
4. If documents have been drafted in a language other than English or German, the Merchant shall provide said documents together with an English translation, if so requested by Wirecard a certified translation.
- Security
5. If the Merchant has reasonable grounds for believing that the customer who uses a payment instrument is not the person authorised to use the payment instrument, or is not the person whose details have been presented for carrying out the transaction, the Merchant must check the customer's authorisation. The Merchant will not accept any Online Payment if there is cause to believe that there is a case of fraudulent or otherwise unauthorised use. In all other respects, unless otherwise contractually provided, the Merchant is entitled to allow payments by means of the payment methods permitted in the Special Terms and Conditions either generally or in individual cases.
6. The Merchant shall ensure that within its sphere of influence it is not possible for the data input to be manipulated, in particular that any unauthorised use of equipment by employees or other representatives of the Merchant or unauthorised persons is not possible.
- Compliance with the Laws, Permits
7. The Merchant undertakes to comply strictly with applicable law when performing this Contract; particularly with respect to the Merchant's relationship and interaction with consumers.
8. If the Merchant conducts business, which under applicable law requires an official permit (e.g. in relation to certain customer groups such as young persons), particularly games of chance, lotteries, betting and suchlike, the Merchant shall prove to Wirecard without undue delay that a permit has been granted (by submitting a certified copy), and shall inform Wirecard without undue delay if any such permit is changed, expires, withdrawn or otherwise loses its validity. The Merchant shall inform potential customers if in certain countries where the Merchant directs its offering no such permit has been issued, or if any such permit changes, expires or is withdrawn or otherwise loses its validity, if the goods/services concerned are prohibited for other reasons or if the Merchant is unclear what the legal situation is. In these cases Wirecard shall have the right, but not the obligation, to refuse to process transactions or payouts. Wirecard shall inform the Merchant of any such exclusion in a timely manner. The provisions in individual Special Terms and Conditions on inadmissible goods/services and Wirecard's right not to process services relating to any such inadmissible goods/services of the Merchant shall remain unaffected.
- Technical Connection, Merchant Number
9. All Online Payments under this Contract shall be captured using one of the Merchant's connections to Wirecard's technical platform ("Processing Platform") and shall be processed and executed in accordance with the provisions of this Contract via the technical connection to the Processing Platform. The connection to the Processing Platform can be made through various interfaces, e.g. front-end (PaymentPage), XML or Batch File Transfer via FTP).
10. The Merchant undertakes that during the term of this Agreement it will program, configure and implement the Merchant's transaction system's interfaces ("Merchant's System") in accordance with the interface specifications provided by Wirecard, and shall ensure that the Merchant's System fulfils the prerequisites for a connection via the interface to the Online Tool (the "Prerequisites for Connection").
11. Wirecard shall make the interface specifications available to the Merchant in a timely manner. The Merchant undertakes to implement all alterations and modifications to, and other developments of, the interface specifications, of which Wirecard notifies the Merchant in writing and in good time, usually at least six (6) weeks before they take effect, and to do so in a timely manner.

12. The Merchant is aware and acknowledges that fulfilment of the Prerequisites for Connection by the Merchant is a prerequisite for Wirecard to be able to render its services under this Contract.
 13. Delivery of transaction details to Wirecard's Processing Platform is the Merchant's responsibility. The Merchant must ensure that the transaction details delivered by it to Wirecard are correct and complete, are in a readable format which can be (further) processed in accordance with the requirements of the interface specifications, comply with the other technical process requirements prescribed by Wirecard and are delivered or presented stating the Merchant's designated number ("Merchant Number"). Wirecard is not liable for any loss of (payment) details or for other malfunctions and damage which are due to the fact that the Merchant failed to observe the requirements in the interface specifications.
 14. The technical interface gives the Merchant the technical possibility and authorisation to access Wirecard's Processing Platform by means of a telecommunications connection (Internet). However, the Merchant shall have no rights in excess thereof, particularly no rights to the interface information, to the software applications underlying the Processing Platform or to the software.
 15. The programming work required for a connection to the Processing Platform is not part of the Contract and falls within the Merchant's sphere of sole responsibility. Upon request by the Merchant, Wirecard may agree to support the Merchant with its connection to the Processing Platform in consideration for additional remuneration and under the terms of a separate agreement.
 16. The Merchant is obliged to handle the communication between it and the customer solely via a connection that is secured against data manipulation (e.g. SSL encryption). The Merchant shall be personally responsible for ensuring the requisite transmission security between the Merchant and its customers. Said transmission security is not an integral part of this Contract.

Availability of the Processing Platform, Support Service
 17. Wirecard shall basically provide the Merchant with transaction processing via the Processing Platform 24/7 with an availability of at least 99% unless otherwise agreed between the parties. However, Wirecard reserves the right to restrict the availability temporarily, either in whole or in part, to a customary and reasonable extent if important reasons make such a restriction necessary – such important reasons include, inter alia, but without limitation necessary maintenance work, necessary adaptations, changes and additions to the software applications, measures to locate and rectify malfunctions as well as restrictions due to specific risks of fraudulent use. Such interruptions and interference with the usability of the Processing Platform shall – in the above-mentioned cases, also within the availability periods stipulated in sentence 1 – be deemed to be in conformity with the Contract. Wirecard shall not be liable for any faults that occur due to telecommunications or Internet provision when connecting to Wirecard's Processing Platform (for example as a consequence of all the lines being busy).
 18. Wirecard shall provide the Merchant with a support service. The service times are Mondays to Fridays (other than on public holidays) between 09:00 am and 18:00 Central European Time. The Merchant is obliged to send any queries to the support desk by e-mail to the address support@wirecard.com. Any deviating service times and any response times that may be agreed shall be stipulated in a service level agreement to be concluded separately. The support service shall cover rectification of all faults that arise during proper use of the Processing Platform by means of remote maintenance. The Merchant shall be available to the necessary extent and at the necessary times for rectifying the faults and is obliged to comply with and follow Wirecard's advice and instructions aimed at analysing the problem and determining the fault. The Merchant has no right to require that an engineer and/or employees of Wirecard be sent on site.
 19. Wirecard shall be entitled to make changes, or to have changes made to, the software underlying the Processing Platform (updates and/or new releases) at any time, even without the Merchant's agreement.
 20. Service and/or support services which go beyond Wirecard's warranty obligation, shall be charged to the Merchant separately as individually agreed.

Extent of the Merchant's Rights, Duties of Care
 21. Wirecard grants the Merchant the right to access the Processing Platform in accordance with this Contract and for the term of this Contract. This right is limited to the permitted contractual use and application (calling up, displaying and executing the transactions on the Merchant's servers, inspecting, retrieving and storing Material Contractual Information), and is non-exclusive and non-assignable. The Merchant may not sub-license any rights of use unless Wirecard has expressly consented to such sub-licensing in advance and in writing. The Merchant is not granted any more far-reaching rights.
 22. All trademark rights, copyrights and other rights to the Processing Platform and to the Online Tool (as well as to the structure and layout of the Internet pages concerned) and to the underlying software codes/source codes shall remain with Wirecard or the licensors respectively. The Merchant is not permitted to copy or otherwise reproduce, modify, process/edit, reverse engineer or decompile software applications of the Processing Platform, the Online Tool and/or the content thereof and/or the structure and layout of the Internet pages concerned, including the documentation and specifications pertaining thereto or the underlying software codes/source codes, either in whole or in part, or to disclose or make the aforementioned available to third parties or to use the aforementioned in any other way for purposes other than the contractual use without the express prior written consent of Wirecard. Notwithstanding the above the Merchant shall be entitled to copy a code or to translate a code form if this is imperative in order to obtain the necessary information to bring about the interoperability of the software with other programs. This shall not apply if the necessary information has already been disclosed to the Merchant or the Merchant does not confine itself to obtaining the information for the above-mentioned purposes.
 23. The Merchant shall refrain from trying, either itself or through unauthorised third parties, to retrieve information or data from Wirecard's systems without authorisation or to interfere with programs operated by Wirecard, or to have them interfered with or to penetrate any data networks of Wirecard without authorisation.
 24. The Merchant shall inform Wirecard without undue delay if it learns of any possible infringement of Wirecard's intellectual property rights.
 25. Upon termination of the Contract the Merchant must cease using the Processing Platform, and the Online Tool and must return the interface specifications and other documentation and specifications provided, as well as any and all copies made thereof, to Wirecard or – if agreed by Wirecard – must delete or destroy them in a manner that is protected against any reversion of information.
- Other Obligations regarding Conduct when Presenting Transactions
26. The Merchant must not to publish any false or misleading information about its offering and, particularly when offering payable content on the Internet, is obliged to label said content accordingly with notices of charges and not to offer it as "free content".
 27. Unless expressly otherwise agreed in individual Special Terms and Conditions the Merchant is not entitled:
 - a) to present transactions to Wirecard for charges for services which are not provided for its own account or are provided by order of a third party
 - b) to present transactions from its own services/sale of goods together with transactions of other providers to Wirecard bundled into one transaction or have these presented to Wirecard by third parties.
- § 7 The Merchant's Special Obligations in Electronic Commerce
1. The Merchant warrants that all information arising out of payment transactions (payment details, e.g. card information including the card number, expiry date and, as the case may be, card security code or account details including account holder) will be transferred in encrypted form using the method authorised by Wirecard.
 2. The Merchant's offerings must avoid the impression that Wirecard, the card organisations or another operator of a payment method or other third party are the offerors or dispatchers of the goods or services.
 3. The Merchant accepts that the internet address provided in the Contract Form will be indicated on the Merchant's customer's statement (card or account statement).
 4. Wirecard must be promptly notified of other internet addresses of the Merchant through which Online Payments are to be processed, and these web addresses may not be used for Online Payments until they have been cleared by Wirecard.
 5. The Merchant shall clearly point out to its customers at the time when payment is made which internet address will appear on the statement. If said internet address is different from the one where the order was placed, the Merchant will set up a reference or link to the address where the order was placed on the page of the settlement address.
 6. The Merchant undertakes to comply with the respective provisions of consumer protection laws and regulations, which are relevant to the Merchant's business model, in particular but without limitation the provisions of the EU Directive on Distance Selling as applicable from time to time and of the EU E-Commerce Directive and the respectively applicable national legal provisions (particularly on the law governing distance selling) and accordingly in each case to state the following details, which allow the Merchant's customer to make an appropriate decision about purchasing the Merchant's services/goods, in a clear, easily accessible and timely manner and in the respective form required by the legislator for offerings, which are to be settled through Online Payments:
 - a) Full name and address, registered office (seat), registration number at Commercial Register, place where Commercial Register is situated and all further details, which are obligatory under the law of the country in which the Merchant is established;
 - b) A complete, correct and readable description of the goods/services offered;
 - c) The terms and conditions of delivery, especially provisions on the right of revocation and right to return goods/services as well as the processing of credit notes as well as - to the extent required - precontractual information;
 - d) All charges to be paid for the Merchant's goods/services, including delivery, packaging and taxes;
 - e) The currency in which the goods/services will be invoiced;
 - f) A reference to the customer service desk including possibilities of contacting it;
 - g) The data protection principles observed by the Merchant for the use of customer data and for transmitting payment details.
 7. The Merchant undertakes
 - a) to offer prices only in those currencies, which have been admitted for settlement by Wirecard according to the Contract Form;

- b) in the case of recurring goods/services, to set up simple processes to enable online termination;
- c) in the event of any trial use of its pages/services, to inform the paying customer in good time when said trial use ends, when the obligation to pay commences and how the customer can terminate;
- d) to highlight direct access to other businesses (links).
8. If the Merchant operates Internet addresses in a language other than German or English the Merchant shall send Wirecard an English translation upon request.
- § 8 Retention and Documentation
1. The Merchant must retain the following data and documents in electronic or written form for every transaction transmitted to Wirecard:
- a) In e-commerce transactions all payment details (however, in the case of card transactions, without the card security code) transmitted by the customer;
- b) In the case of distance sales by post or fax, the documents transmitted by the customer;
- c) In the case of distance sales by telephone, the date and time of the phone call, the person from whom the instruction to pay was taken and the subject matter of the purchase order (but not the card security code);
The documentation and retention obligations agreed in individual Special Terms and Conditions (e.g. for direct debits) and further-reaching statutory retention obligations of the Merchant shall remain unaffected thereby.
2. In the case of an Online Payment using a credit card the card security code must be deleted after the authorisation request has been made.
3. The Merchant must retain the documents and data defined in § 8 sub-clause 1 above for at least eighteen (18) months calculated from the date of presentation of the transaction, unless deletion is mandatory by law. The data and documents must, upon request, be made available to Wirecard for review purposes on paper or in a readable electronic format. If the Merchant does not comply with any such request without undue delay, Wirecard shall have the right to charge back the full invoiced amount.
4. The Merchant shall use the information and payment details obtained in connection with the execution of a payment transaction solely for performing the contractually owed performance and beyond that shall not pass said information or data on to unauthorised third parties or otherwise exploit said information.
5. The obligations governed in this Clause 8 shall not apply, or shall apply in accordingly limited form, if and to the extent that the Merchant does not have the corresponding data within its control because of a particular interface that is used (e.g. PaymentPage).
6. The obligations governed in this § 8 shall continue to apply after termination or expiry of this Contract.
- § 9 Fees, Expenses
- Fees and Reimbursement of Expenses
1. The fees to be paid by the Merchant for using the services of Wirecard (in particular but without limitation the discount, the transaction charge and the chargeback fees) are set out in the Contract Form, or if applicable in an additional fees document provided by Wirecard to the Merchant, or in this Contract. In addition, unless otherwise contractually agreed, Wirecard's price list, which the Merchant can inspect under [state link to dashboard] prior to concluding the Contract and which will be provided in text form at any time upon request, shall apply; Wirecard shall be entitled to charge a fee for every direct debit or SEPA direct debit not honoured or charged back due to a refund procedure instituted by the payer.
2. Unless expressly otherwise agreed all prices are stated exclusive of value added tax. Insofar as individual services under the business relationship can be provided subject to value added tax Wirecard can opt for value added tax irrespective of whether the Merchant can deduct the amount of value added tax paid as input tax. The Merchant shall be charged the value added tax amount in addition to Wirecard's agreed charges.
3. Wirecard has the right from time to time to adjust the charges and shall give the Merchant notice of such changes in accordance with sub-clause 3.
- Expenses
4. All expenses which Wirecard incurs whether directly or indirectly in connection with the performance of this Contract (e.g. long-distance telephone calls, postage, the processing of chargebacks, costs in connection with the creation, administration, release or realisation of security) must be reimbursed by the Merchant after a corresponding statement of account has been issued. In lieu of the refund Wirecard can demand an indemnity from and against any liability entered into by it or incurred by it in this connection.
- Charges in the event of Termination by the Merchant
5. In the event of termination any charges already paid will not be refunded pro rata. The Merchant must pay the charges agreed up until the time notice of termination was given.
- § 10 Payments to the Merchant, Settling of Accounts
- Payout
1. Wirecard shall owe the Merchant payouts for payment transactions, which the Merchant has presented to Wirecard, less the charges and expenses due in each case pursuant to § 9 as well as less the expenses and indemnities/compensation payments (e.g. penalty charges in the case of card payments)
- owed by the Merchant under § 5 sub-clause 1, plus any value added tax, which may, as the case may be, be applied to said deductions, and shall do so in accordance with the Special Terms and Conditions applicable to the respective individual payment instruments. This shall be without prejudice to any further-reaching rights of set-off of Wirecard.
2. The Merchant acknowledges and agrees that no payouts are made by Wirecard and that Wirecard instructs the Acquirer to make payouts to the Merchant subject to and in accordance with this Contract.
3. All payouts and statements to the Merchant are made conditionally; Wirecard shall have no obligation to instruct the Acquirer to make payouts to the Merchant under this Contract if the prerequisites for payout agreed under this Contract (including the Special Terms and Conditions) for the corresponding payment transaction and the service concerned are not met in full and if the corresponding amount of the payment transactions concerned has been charged (back) to Wirecard (e.g. in the case of direct debits or in the case of card transactions). If Wirecard nevertheless instructs the Acquirer to make payouts to the Merchant, Wirecard can demand that they be repaid or can offset them against its own payment obligations owed towards the Merchant. Accordingly, any and all payouts which Wirecard instructs the Acquirer to make to the Merchant shall be deemed to have been paid subject to chargeback up until the time when Wirecard learns that the agreed prerequisites for payment out have been fulfilled (however no longer than eighteen (18) months as of the date of presentation of the respective payment transaction to Wirecard), hereinafter referred to as the "Chargeback Period").
4. Wirecard shall instruct the Acquirer to make the payout sums available to the Merchant, particularly for assignments and pledges, without undue delay once the agreed prerequisites for payment out have been met for the respective payment method. Wirecard shall instruct the Acquirer to pay the Merchant the payout amounts to the Merchant's bank account and within the timescales stipulated in the Contract Form. Neither Wirecard or the Acquirer is obliged to hand over to the Merchant any benefits received from the amounts paid out up to and including the date of the payout.
- Settling Accounts, Provision via the Online Tool
5. Unless expressly otherwise agreed in the Contract Form - or for individual online payments in the Special Terms and Conditions - the Merchant shall be provided with electronic statements in the individually agreed settlement period by e-mail via the Online Tool showing the payouts made, chargebacks and reverse entries, the charges and disbursements due in accordance with § 9 as well as the expenses to be reimbursed in each case in accordance with § 5 sub-clause 1 and, as the case may be, any penalty charges to be reimbursed in accordance with the agreed Special Terms and Conditions. If presented payment transactions are credited collectively (e.g. in the case of collective direct debits) Wirecard shall be entitled not to show the individual payment transactions in the statement but instead only the total amount per day and/or per product.
6. If the statement prepared by Wirecard shows that a negative balance is due the Merchant must settle this negative balance immediately after receipt of the statement showing the negative balance; all of the sums included in statements shall be due for payment to Wirecard immediately upon receipt of the statement. If the Merchant has given Wirecard or the Acquirer a direct debit mandate for these purposes, the settlement shall be effected by direct debit. If not, or collection by direct debit is not possible for other reasons, the Merchant must settle any negative balance that is due without undue delay in some other way.
- § 11 Security for Wirecard's Claims against the Merchant
- The Creation of or Increase in Security
1. Wirecard may demand that bank security be provided for all claims arising out of the relationship between Wirecard and the Merchant, even if the claims are conditional or limited in time (for example claims for reimbursement of expenses because of the availing of a guarantee given on behalf of the Merchant). If the Merchant has assumed liability in relation to Wirecard for the liabilities of another of Wirecard's merchants (for example as a guarantor) Wirecard shall have the right to have security created or increased with regard to the debt ensuing from the assumption of liability, however only with effect from when it is due.
2. Unless otherwise provided in this Contract, Wirecard shall grant the Merchant a reasonable deadline for creating or increasing the security. If Wirecard intends to exercise its right to terminate without notice if the Merchant fails to comply with its obligation to create or strengthen security in a timely manner it shall advise the Merchant thereof in advance.
- Changes to, and Re-Assessment of, the Risk
3. If Wirecard initially refrained, whether in whole or in part, from demanding that security be created or increased at a time when claims against the Merchant arose, it may demand security at a later point in time. A prerequisite for this is, however, that circumstances arise or become known, which justify an increased risk assessment of the claims against the Merchant. This can particularly be the case if:
- a) the Merchant's financial situation has changed for the worse or there is an impending risk that they will change for the worse or
- b) the value of existing security has depreciated or there is an impending risk that they will depreciate.

4. Wirecard reserves the right to reassess the risk and to require corresponding increased security particularly if and to the extent that
 - a) within a period of two (2) calendar months the average monthly transaction volume exceeds the corresponding monthly forecast stated in the Contract Form or adjusted in connection with an increase in security pursuant to this sub-clause by more than twenty percent (20%);
 - b) The business described by the Merchant changes in such a way that the Merchant falls into a higher risk category; or
 - c) Wirecard has adequate reasons for assuming that the Merchant constitutes a risk of fraud or loss.

Agreement of a Lien to the Benefit of Wirecard

5. The Merchant and Wirecard are in agreement that Wirecard acquires a lien on the claims, to which the Merchant is entitled, or will in future be entitled, against Wirecard under this Contract (for example payout claims).
6. The lien shall serve as security for all existing, future and conditional claims, to which Wirecard is entitled against the Merchant. If the Merchant has assumed liability in relation to Wirecard for the liabilities of another of Wirecard's merchants (for example as a guarantor) the lien shall secure the debt ensuing from the assumption of liability, however only with effect from when it is due.

Limits on the Right to Security and the Obligation to Release Security

7. Wirecard may assert its right to have security created or increased for as long as the realisable value of all security corresponds to the total sum of all claims arising out of this contractual relationship (Cover Limit).
8. If the realisable value of all security exceeds the Cover Limit not only temporarily, Wirecard must, upon request by the Merchant, instruct the Acquirer to release security at its option and, more particularly, in the amount of the sum that exceeds the Cover Limit; when selecting the security to be released, Wirecard shall take into account the legitimate interests of the Merchant and of any third party guarantor, who has created security for the liabilities of the Merchant. Within said parameters Wirecard is also under an obligation to carry out the Merchant's mandates for values, which are subject to the lien (for example payment out of payment transactions).
9. If a different evaluation from the realisable value has been agreed for a particular security or if a different Cover Limit or a different limit for the release of security has been agreed, said different evaluation/limits shall apply.

The Realisation of Security

10. If Wirecard instructs the Acquirer to realise security, Wirecard may choose from several security interests. When realising and selecting the security to be realised, Wirecard shall take into account the legitimate interests of the Merchant and of any third party guarantor, who has created security for the liabilities of the Merchant.
11. If the realisation is subject to value added tax Wirecard shall issue the Merchant with a credit note for the proceeds, which shall serve as an invoice for delivery of the property acting as security and which complies with the requirements of value added tax law.

§ 12 Term, Termination and Right to Suspend Services

Term

1. This Contract shall come into force upon acceptance by Wirecard of the Merchant's application for the services. Wirecard shall communicate its acceptance of the Merchant's application by e-mail, or through provision of the services to the Merchant (whichever is the earlier).
2. The Merchant agrees that acceptance of the Merchant by Wirecard may be conditional upon the Merchant providing Wirecard with information and documentation pursuant to Clause 6 and the Merchant satisfactorily fulfilling all of Wirecard's compliance, credit and other due diligence checks it will perform on the Merchant. If the Merchant fails to provide any requested information, or does not satisfactorily complete Wirecard's due diligence checks, Wirecard has the right to take any action it deems appropriate under the circumstances, including suspending and/or terminating the Merchant's use of the services. For the avoidance of doubt, Wirecard shall have no obligation to instruct the Acquirer to settle any funds to the Merchant if the Merchant fails to fulfil all anti-money laundering, counter-terrorist financing verification processes or credit checks.
3. Unless otherwise agreed in applicable Special Terms and Conditions, or otherwise agreed between the parties, this Contract shall have an indefinite term and, unless terminated beforehand in accordance with the termination rights herein, shall expire upon termination or expiry of the last service provided under the Contract. Unless otherwise stipulated in the Special Terms and Conditions, the services provided under the Special Terms and Conditions shall have an indefinite term.

The Merchant's Termination Rights

4. The Merchant may terminate the entire Contract or individual services under the respectively agreed Special Terms and Conditions, for which no deviating termination provision has been agreed, at any time with one (1) month's notice, however not before the expiry of any minimum term that may have been agreed in the Contract Form or in the Special Terms and Conditions.

The Right to Suspend Services, Wirecard's Rights of Termination

5. Wirecard may terminate the entire Contract or individual services arising un-

der the respectively agreed Special Terms and Conditions, for which no deviating termination provision has been agreed, at any time with one (1) month's notice, however not before the expiry of any minimum term that may have been agreed in the Contract Form or in the Special Terms and Conditions unless otherwise expressly between the parties.

6. Wirecard shall have the right to suspend its services towards the Merchant if the Merchant breaches its obligations under this Contract. If services are suspended, Wirecard shall notify the Merchant thereof within one (1) Business Day.
7. If the Merchant has ceased the conduct that constitutes a breach of its contractual obligations it must inform Wirecard thereof. Wirecard shall inform the Merchant whether Wirecard considers the breach to be remedied and shall, as the case may be, resume rendering the services.
8. Wirecard has the right to terminate this Contract, in whole or in part, immediately and without notice if:
 - a) The Merchant is in the course of winding up or is insolvent or if the Merchant disposes of its assets, its operation or its business, either in whole or in part, outside the ordinary course of business, or
 - b) The Merchant has made incorrect statements about its financial situation if said statements were of particular significance for Wirecard's decision to enter into the Contract or other operational transactions, which presents a risk to Wirecard or the Acquirer, or
 - c) There is a worsening of the Merchant's financial situation or of the value of the security provided by the Merchant or there is a threat of such worsening which calls into question the repayment of sums or the performance of other obligations owed to Wirecard even if security provided for this is realised, or
 - d) The Merchant fails to comply with its obligation to provide or increase security in accordance with this Contract within a reasonable period set by Wirecard, or
 - e) A justified suspension pursuant to § 12 sub-clause 6 lasts for more than thirty (30) days, or
 - f) The Merchant breaches Material Contractual.

This is particularly the case if:

- (i) When the application is being checked, the Merchant fails to provide documents requested by Wirecard, or fails to do so in due time, or conditions imposed by Wirecard are not fulfilled or not fulfilled in due time, or
- (ii) If the Merchant does not have or no longer has the permits statutorily prescribed for its business operations.
9. The Special Terms and Conditions may stipulate further circumstances when Wirecard has the right to terminate this Contract immediately and without notice in whole or in relation to the service concerned.
10. Wirecard shall not be obliged to terminate the Contract if there is a ground for immediate termination. Any failure on the part of Wirecard to exercise an immediate right of termination shall not have the consequence that Wirecard waives its right to immediate termination with reference to said or any other ground for immediate termination.
11. Wirecard shall have an immediate right of termination if the proportion of chargebacks arising out of the Merchant's transactions exceeds the limits specified in the Special Terms and Conditions for the respective payment instrument.
12. Wirecard expressly reserves the right to partial termination, particularly with regard to individual services provided under this Contract, individual payment instruments or the acceptance of certain kinds of payment cards (e.g. Mastercard, Visa or Maestro).

The Setting of Deadlines, Form, Termination or Expiry of the Contract

13. Where Wirecard has an immediate right of termination it may, in its sole and absolute discretion, allow the Merchant a period of time to remedy the breach. Judgement as to whether the breach has been satisfactorily remedied within the requisite timescale, and determination of and the right to terminate remains with Wirecard.
14. On termination or expiry of this Contract the Merchant shall, upon request by Wirecard, return to Wirecard all documents and data provided to the Merchant and shall in any case remove all references to the payment instruments including their logos (e.g. MasterCard / Maestro / Visa / Discovery / Diners Club / JCB cards) from its business premises, from its websites or other offerings and from other places, unless the Merchant is otherwise authorised to display them.
15. In derogation from Clause § 3 sub-clause 1 every notice of termination shall require written form (fax and e-mail are not permitted).
16. In the event of any termination without notice Wirecard shall grant the Merchant a reasonable deadline for the winding up unless immediate completion is necessary.

§ 13 Other Provisions

Regulatory Obligations and Compliance with Statutory Provisions

1. The Merchant acknowledges that the implementation and performance of this Contract and the availment of Wirecard's services may be subject to certain statutory and regulatory requirements and obligations in accordance with the applicable laws or regulations ("Regulatory Obligations") and that the Merchant has checked independently whether it is subject to Regulatory Obligations and whether it will conclude this Contract. The Merchant warrants that it will comply with all of the Regulatory Obligations at the time when this Contract is concluded and during its entire term.

2. Wirecard shall not assume the Regulatory Obligations of the Merchant and of its affiliated undertakings and is in no way liable for the fulfilment of said Regulatory Obligations by the Merchant and its affiliated undertakings.
3. The Merchant acknowledges and expressly agrees that Wirecard may take all actions, which Wirecard is obliged to take to fulfil any Regulatory Obligations (of Wirecard or the Acquirer), even if this may affect the provision of the services under this Contract. Wirecard does not accept any liability for any losses, costs or damage incurred by the Merchant or any of its affiliated undertakings due to or in connection with such actions.
4. Wirecard shall be authorised to offer the Merchant amendments to the Contract in accordance with § 2 sub-clause Error! Reference source not found. if this is necessary for Wirecard to comply with the Regulatory Obligations.

Assignment of Contract

5. Wirecard is entitled to transfer the entirety of all rights and duties under this Contract to a third party to be designated by it ("Assignment of Contract") without notice to the Merchant. Wirecard shall notify the Merchant as soon as reasonably practicable following any such Assignment of Contract. If the Merchant does not raise an objection in writing or using the electronic method of communication agreed in this Contract within six (6) weeks following receipt of the notice of Assignment of Contract it shall be deemed to have been approved by the Merchant. Any objection by the Merchant to an Assignment of Contract shall constitute its notice to terminate this Contract pursuant to clause *.
6. When Wirecard's assignment of all the rights and obligations becomes effective Wirecard shall withdraw from the Contract and the third party, to whom the rights and obligations have been assigned, shall enter the Contract as the contracting party in lieu of Wirecard.
7. The Merchant is not entitled to transfer any of its rights and duties under this Contract to a third party without the prior written consent of Wirecard.

The Relationship between the Parties

8. This Contract does not establish any company/partnership in any legal form whatsoever, any association or any joint venture between the parties.
9. Wirecard may name the Merchant as a reference customer in its online and offline, written or oral marketing documents, including its website, brochures, presentations or offerings. Wirecard is entitled to use the Merchant's company name, logos or trademarks and company description for said purposes and to incorporate references to the Merchant's websites in its websites.

Severability, Entire Agreement, Savings Clause

10. In the event that one of the provisions contained in this Contract now or in the future is or becomes void or unenforceable, this shall not affect the validity of the remaining provisions. This shall apply mutatis mutandis in the event of any lacuna in the Contract. The parties undertake to replace the void provision by a valid provision, which comes closest to the economic purpose of the Contract.
11. The Contract Form and Special Terms and Conditions and, if applicable, the description of the services, form an integral part of the Contract. They form the entire agreement between the parties concerning the subject matter of the Contract and replace all previous agreements or arrangements concerning the subject matter of the Contract.

Limitation Period

12. All of the parties' mutual claims arising out of this Contract shall be time-barred twelve (12) months after the respective creditor/obligee of the claim learned - or ought to have learned without gross negligence - of the circumstances giving rise to the claim and of who the debtor/obligor is. Sentence 1 does not apply to claims for damages resulting from an intentional or grossly negligent action and does not apply to personal injury (injuries to life, body and health).

Notices

13. Unless otherwise provided in this Contract, the Merchant must send all notices or declarations addressed to Wirecard to the following address or, in the case of electronic communication, to the corresponding contact details, in order for them to be effective:
Wirecard UK & Ireland Limited
1st Floor Ulysses House
Foley Street
Dublin 1
Ireland
info@wirecard.com
TELEPHONE: +35 318 765 800
If Wirecard's address, to which the Merchant must direct its notices, changes, Wirecard shall notify the Merchant thereof in writing (including by e-mail). Said change shall become effective one (1) week after receipt of any such notice.

Governing Law and Place of Jurisdiction

14. This Contract shall be governed by Irish law and any disputes arising out of it shall be subject to the non-exclusive jurisdiction of the Irish courts.

Part 2

Special Terms and Conditions for giropay, eps, iDEAL and sofortüberweisung.de

§ 1 Scope of Application, Online Transfer Payment Methods

1. The Special Terms and Conditions for giropay, eps, iDEAL and sofortüberweisung.de (hereinafter referred to as "Special Terms and Conditions for Online Transfers") shall apply for the connection of the contract partner (hereinafter referred to as "Merchant") to the online transfer payment methods giropay, eps, iDEAL and sofortüberweisung.de facilitated by Wirecard UK & Ireland Limited (hereinafter referred to as "Wirecard"). Whenever only the term "Online Transfer Payment Methods" is used below the term is used as a generic term for the online transfer payment methods giropay, eps, iDEAL and sofortüberweisung.de.

The Special Terms and Conditions for Online Transfer Payment Methods apply in addition to Wirecard's General Terms and Conditions of Acceptance (cf. Part 1). The Special Terms and Conditions for Online Transfer Payment Methods, the General Terms and Conditions of Acceptance and the Contract Form together form an undivided contract (hereinafter referred to as the "Contract"). References to §§ refer to the provisions of these Special Terms and Conditions for Online Transfer Payment Methods, unless express reference is made to the provisions of the General Terms and Conditions of Acceptance or other Special Terms and Conditions.

2. giropay, eps, iDEAL and sofortüberweisung.de are online payment methods based on uniform standards protected by intellectual property rights. Through giropay, eps, iDEAL and sofortüberweisung.de online transfer orders (hereinafter referred to as "Online Transfers") of customers (hereinafter referred to as "End Customers") are executed by banks connected to the Online Transfer Payment Methods (hereinafter referred to as "End Customer's Bank") and remitted to a bank account of the Merchant (hereinafter referred to as "Payee Account") as the payee.

Through the Online Transfer Payment Methods the details of the payee and the reference field details are automatically entered from the Merchant's shop system into the End Customer's online banking form. In the event of positive authorisation the Merchant receives confirmation from the system that the Online Transfer has been executed.

In the case of giropay the confirmation of execution is additionally secured by a payment guarantee by the End Customer's Bank. The confirmation of execution includes a payment guarantee by the respective End Customer's Bank as the guarantor; the End Customer's Bank thereby bindingly and irrevocably confirms that the respective giropay payment can be executed and cannot be cancelled again within the scope of these Special Terms and Conditions for Online Transfers (hereinafter referred to as "giropay Guarantee").

The End Customers' Banks, with whom the orders for Online Transfers have been placed, shall provide the necessary identification process as well as the transaction page or online banking form. On the other side, so-called "Acquirers" (giropay), "Resellers" (sofortüberweisung.de), Collecting Payment Service Providers (iDEAL) and "Clearing Agents" (eps) (hereinafter together referred to as "Online Transfer Acquirers") are connected to the Online Transfer Payment Methods and who connect the Merchants to the Online Transfer Payment Methods. Wirecard, through its relationship with the Acquirer, can connect Merchants to the Online Transfer Payment Methods. The Acquirer has been granted the authority to connect its system to the systems of the Online Transfer Payment Methods on the basis of agreements with undertakings which operate the Online Transfer Payment Methods (hereinafter referred to as "Operators") and through which the Acquirer is connected to the Online Transfer Payment Methods as an Online Transfer Acquirer.

§ 2 Subject Matter of the Agency Business

1. With this Contract (contract of agency) the Merchant instructs Wirecard to enable its connection to an Online Transfer Payment Method to enable the settlement of e-commerce transactions, which are based on Online Transfer Payment Methods. Upon conclusion of this Contract Wirecard, as permitted by the Acquirer, grants the Merchant the non-exclusive, ordinary, right to participate in the Online Transfer Payment Methods by using specific Wirecard interfaces. This right is non-sublicensable and limited to the term of the Contract and the purpose of the implementation of this Contract.
2. The following services within the Online Transfer Payment Method shall be rendered to the Merchant when the conditions stipulated in this Contract have been met:
 - a) The forwarding of online transfer orders to the Operators via appropriate technical interfaces set up with the Operators;
 - b) The prompt and complete forwarding of all responses by the End Customer's Bank to the Merchant.

Only in the case of the giropay Online Transfer Payment Method shall the following services c) to e) be rendered in addition:

- c) immediate and complete receipt and forwarding to the Merchant of all guarantees provided by the End Customer's Bank relating to settled transactions;
- d) timely assertion of the payment claim arising out of the giropay Guarantee in the event that, in accordance with the more detailed particulars of § 4
- (i) a payment sum which has been guaranteed is not credited within five (5) Business Days since the date of the transaction to the Merchant's giropay Payee

- Account despite a positive response in accordance with § 2 sub-clause 2 b) ("Guarantee Case"),
- (iii) it cannot be proven that the cause of the Guarantee Case lies within the Merchant's sphere of influence and
 - (iii) the Merchant asserts the Guarantee Case in a timely manner against Wirecard if the Guarantee Cases are not automatically processed in accordance with § 5.
 - e) The checking and reconciliation of the actual monies received on the giropay Payee Account as well as automated processing and assertion of Guarantee Cases if and to the extent that the Merchant maintains the giropay Payee Account and a further destination account for the transaction sums at Wirecard in accordance with § 5 below.
- Wirecard shall instruct the Acquirer to credit all payments received from Online Transfers, less the fees and expenses to which Wirecard is entitled pursuant to this Contract, to the Payee Account, within settlement period agreed with the Merchant.
- § 3 The Merchant's Obligations**
- The following obligations apply to the Merchant in addition to the obligations that arise out of the General Terms and Conditions of Acceptance (Part 1):
1. The Merchant undertakes to instruct the Acquirer to settle all due payment claims, which the Merchant has against End Customers arising out of the provision of the Merchant's goods/services and which have accrued using the Online Transfer Payment Methods through Wirecard.
 2. The Merchant must ask End Customers to state solely the bank sort code and, to the extent necessary in the process, the account number. Asking for further legitimization details (in particular PIN, TAN, HBCI data records) is not permitted.
 3. The Merchant undertakes to comply with all of Wirecard's and, as the case may be, the Operators of the Online Transfer Payment Methods further general process requirements, which shall be binding only if Wirecard has provided the Merchant with them in writing or by the electronic method agreed in the Contract.
- This particularly applies to specific requirements of the Operators of the Online Transfer Payment Methods with regard to integration of the Online Transfer Payment Method (e.g. by using logos) into the Merchant's system, particularly on the Merchant's homepage, as well as any additional security precautions required by the Operator from time to time.
4. The Merchant undertakes to offer its customers the Online Transfer Payment Methods only in such a way that payments can be made through all of the End Customers' Banks connected to the Online Transfer Payment Method. Any exclusion of individual End Customer Banks is expressly prohibited unless specific process requirements of Wirecard, the Acquirer or of the Operators of the Online Transfer Payment Methods - which shall be binding only if Wirecard has provided the Merchant with them in writing or by the electronic method agreed in the Contract - expressly stipulate otherwise for any Online Transfer Payment Method.
 5. The Merchant undertakes to allow a payment using the Online Transfer Payment Method only if all of the goods and/or services offered by the Merchant are offered or sold to the End Customers concerned as a cashless purchase for the same prices and upon the same terms as are applicable to customers wishing to use another payment method. The Merchant shall not charge any additional charges, not demand any security and not place End Customers in a worse position in any way than other customers.
 6. Payments by means of Online Transfer Payment Methods may be accepted solely for the purposes of paying for goods/services of the Merchant that have already been provided or which are yet to be provided and on the basis of a direct contractual relationship between the Merchant and the End Customer (not prepaid).
 7. The Merchant must only accept payments using the Online Transfer Payment Methods for goods and/or services, which
 - a) are provided for its own account or on behalf of third parties;
 - b) are effected in the course of the Merchant's ordinary course of business stated in the Contract;
 - c) are specifically listed as prohibited under these Special Terms and Conditions and/or the General Terms and Conditions of Acceptance.
 8. The Merchant guarantees that no Online Transfer Payment Method shall be offered or used as a payment system for any of the following goods or services:
 - a) Any goods or services, which are illegal or of which the advertising, offering or distribution is illegal, or which are offered in connection with illegal, obscene or pornographic content;
 - b) Any goods or services, the advertising, offering or distribution of which would infringe copyrights or industrial property rights or other rights of third parties (e.g. a person's right to his/her own image, rights to use a name and rights of personality);
 - c) Any goods or services, which comprise "Illicit Offerings" pursuant to any applicable laws governing the protection of children and young persons;
 - d) Archaeological finds;
 - e) Drugs, narcotics and substances which change one's awareness;
 - f) Goods which are subject to a trade embargo;
 - g) Media that is harmful to young persons and/or which breaches any laws relating to the protection of young persons;
 - h) Body parts and the mortal remains of humans;
 - i) National Socialist articles and publications; or
 - j) Protected animals and protected plants.
9. If the Merchant offers any Online Transfer Payment Method as a payment system for lawful gambling, sports bets, casinos, lottery companies or for erotic offers ("Transactions Requiring a Licence"), the Merchant undertakes that it will have and maintain such required licences for the term of the Contract. If the Merchant carries out Transactions Requiring a Licence the Merchant shall be obliged to prove to Wirecard promptly that said licence has been granted and, upon request by Wirecard, that it continues in force at all times.
 10. Wirecard is entitled - immediately and without notice - to amend or add to the catalogue of obligations set out in § 3 if Wirecard considers said amendments to be necessary or expedient because of abusive practices or said amendments become necessary due to the requirements of the Acquirer and/or the Operators.
- § 4 Prerequisites for Performance of the Guarantee with giropay and the Processing of Guarantee cases at giropay; No Guarantee with other Online Transfer Payment Methods**
- 1. Prerequisites for Performance**
- a) Wirecard shall be obliged to fulfil the performance obligations in § 2 sub-clause 2 and b) only if
 - i) the Merchant has complied with the obligations under § 3 above and under § 6 sub-clause 9 to sub-clause 16 (Technical Connection to the Processing Platform, Other Obligations regarding Conduct when Presenting Transactions) as well as under § 7 (Special Obligations in Electronic Commerce) of the General Terms and Conditions of Acceptance, and
 - ii) the End Customer's Bank has bindingly and irrevocably confirmed to Wirecard (through the Acquirer) that the payment using the Online Transfer Payment Method will be executed and cannot be cancelled and if the corresponding presentation of the transaction has been reported to the Merchant as having been "successfully processed" ("Positive Response").
 The End Customer's Bank issues a Positive Response following the receipt of a corresponding online transfer order once it has checked and is satisfied with the End Customer's creditworthiness.
 2. Guarantee at giropay
 - a) As soon as the End Customer's Bank gives a Positive Response, it gives the payee under the Online Transfer Payment Method (here: the Merchant) a payment guarantee, limited in time to a period of thirty-eight (38) days following the date of the transaction (= Online Transfer Payment Method Guarantee) in favour of the payee, pursuant to which the respective remittee will receive payment under the confirmed Online Transfer Payment Method. The Online Transfer Payment Method Guarantee given by the End Customer's Bank for the benefit of the Merchant is forwarded to the Merchant via Wirecard (or the Acquirer as applicable) acting as a messenger transmitting a declaration to the Merchant. For the avoidance of doubt, neither Wirecard nor the Acquirer gives the Merchant any declaration of guarantee of its own, rather - subject to the condition that the payment by means of the Online Transfer Payment Method has been processed in accordance with the provisions of this Contract - it gives the Merchant the guarantee claims against the End Customer's Bank providing the guarantee, which Wirecard itself (or through the Acquirer) received in the performance of this Contract (mere notification by Wirecard of the declaration of guarantee given by a third party).
 - b) The Online Transfer Payment Method Guarantee is in any event limited to a sum of € 5,000 (five thousand euros) per order for an Online Transfer Payment Method, even if the respective transfer order is stipulated as being for a higher sum.
 3. The Processing of Guarantee Cases at giropay
 - a) If Guarantee Cases are not automatically processed by Wirecard pursuant to § 5 below the Merchant shall be obliged to notify Wirecard in the Guarantee Case no earlier than five (5) days following receipt of the Online Transfer Payment Method transaction and non-receipt of the money, however no later than within thirty-eight (38) days from the date of the transaction, that the guaranteed payment sum has not been credited to the Merchant's account. After the notice has been received Wirecard shall be obliged to assert the payment claim arising out of the Online Transfer Payment Method Guarantee in accordance with this Contract on behalf of the Merchant only after it has received a timely notification.
 - b) If the above-mentioned conditions are not fulfilled and Wirecard (itself or through the Acquirer) nevertheless asserts the Guarantee Case, the Merchant is obliged to pay Wirecard a handling charge of EUR 50.00 (fifty) plus the statutory value added tax per Guarantee Case that is processed without justification.
 4. No Guarantee with other Online Transfer Payment Methods

The parties agree and the Merchant acknowledges that in the case of payments effected through eps, iDEAL or soförtüberweisung.de, Wirecard does not forward any payment guarantee by the End Customer's Bank, and moreover the End Customer's Bank does not provide the Merchant with any guarantee and, more particularly, does not do so even if the End Customer's Bank offers such a guarantee.
- § 5 Charges, Billing**
- In addition to § 9 of the General Terms and Conditions of Acceptance the following provisions shall apply to the charges and expenses, to which Wirecard is entitled in return for the services under these Special Terms and Conditions for Online Transfer Payment Methods.

1. The calculation of the percentage remuneration components laid down in the Contract Form shall be based on the respective amount to be transferred by an Online Transfer Payment Method. The percentage remuneration components agreed shall apply on the basis of the average transaction amount per month (total value of all transactions in proportion to the number of transactions) and of the average total transaction volume per month as stated by the Merchant and set out in the Contract Form or when a change is agreed on.
2. Wirecard shall be entitled to change the charges for Online Transfer Payment Methods every half-year, for the first time twelve months following conclusion of the Contract, such amendment shall particularly also be made if the average transaction amount per month as stated by the Merchant and set out in the Contract Form or when a change is agreed and/or the average total transaction volume per month is fallen short of by more than 10 % for more than one (1) month. The Merchant's rights of termination (§ 2 sub-clause 4) and Wirecard's rights of termination (§ 2 sub-clause 5) pursuant to the General Terms and Conditions of Acceptance shall apply mutatis mutandis.
3. Wirecard shall have the right to charge the charges and expenses, to which it is entitled, to the sums received by the Acquirer and to instruct the Acquirer to deduct them from the sums credited to the Payee Account. If the Merchant does not process the Online Transfer Payment Methods via accounts at the Acquirer, Wirecard shall invoice the Merchant for the charges and expenses on a monthly basis and said charges and expenses shall be due for payment within ten (10) days following receipt of the invoice unless otherwise agreed between the parties (e.g. direct debit from another account held by the Merchant at another bank).
4. The charges shall be billed by e-mail or via the Online Tool.

§ 6 Advertising, Copyrights and Rights of Use

1. Upon conclusion of the Contract the Wirecard grants the Merchant for the term of the Contract the non-exclusive, ordinary right to use the respectively existing word marks and picture marks of the Online Transfer Payment Methods "giropay, eps, iDEAL and sofortüberweisung.de" respectively) (hereinafter together referred to as the "Online Transfer Payment Method Trade Marks"). The Merchant shall be entitled to use the Online Transfer Payment Method Trade Marks only in unaltered form for the purposes of implementing this Contract and only in accordance with the provisions of this Contract and in accordance with the Brand Book (together with its schedules) (to the extent applicable), with which the Merchant shall be provided separately and in a timely manner.
2. The Merchant may not grant any third parties a sub-licence to the rights granted to it under the above § 7 sub-clause 1.
3. The Merchant shall notify Wirecard in writing and without undue delay of every trade mark infringement, of which it becomes aware.
4. If the Merchant fails to comply with or inadequately complies with the obligations to use the Online Transfer Payment Method Trade Marks governed under § 7 sub-clause 1 (including the Brand Book) and does not cease said breach of contract within a period of five (5) Business Days despite a written warning, or does not remedy the consequences of the breach of contract within this period, Wirecard shall be entitled to block the Merchant's access to or connection with each Online Transfer Payment Method for as long as the breach of contract lasts or the consequences of the breach of contract are not completely remedied. If the Merchant has not remedied the breach of contract and the consequences of the breach of contract following such a warning notice, Wirecard shall be entitled to terminate this Contract immediately and without notice. Any further-reaching rights of Wirecard to suspend its services and to terminate shall remain unaffected.
5. If the Merchant is sued by a third party because of the infringement of trade mark rights due to the use of a trade mark within the agreed territory of use or other intellectual property rights in connection with any Online Transfer Payment Method it must notify Wirecard in full and without undue delay. The Merchant shall, to the extent possible and reasonable, relinquish control of any such claims to Wirecard. The Merchant shall, at the Merchant's own cost, give all support and assistance to Wirecard with respect to such claims as is required by Wirecard. All costs and expenses incurred by Wirecard as a result of defending such claims shall be borne exclusively by the Merchant.
6. The Merchant undertakes to make the signs indicating that Online Transfer Payment Methods are accepted clearly visible on or in its Internet page or in offerings.
7. Any additional provisions on the use of logos, trademarks and distinctive signs in the General Terms and Conditions of Acceptance and other Special Terms and Conditions shall remain unaffected.
8. Upon termination or expiry of the Contract the Merchant must remove any logos, trade marks and designations of, as well as any links to, the Online Transfer Payment Methods from the website of its online shop.

§ 7 Liability, Availability of the Online Transfer Payment Methods

The following shall apply in addition to the liability provisions in § 4 of the General Terms and Conditions of Acceptance:
Wirecard's liability in the case of a breach of a Material Contractual Obligation within the meaning of § 4 sub-clause 1 of the General Terms and Conditions of Acceptance shall, in the event of ordinary negligence, be limited to EUR 5,000.00 (five thousand) per order for an Online Transfer Payment Method. The same shall apply mutatis mutandis to Wirecard's liability for vicarious agents. In all other cases the statutory regulations shall apply.

The transaction processing time and response time for the Online Transfer Payment Methods shall depend on, inter alia, the line connection chosen, the transmission rate, the availability of the data transmission network of the telecommunications service provider, the availability of the responsible Operator of the Online Transfer Payment Method or of the End Customers' Banks or of the computer system of the respective Operator of the Online Transfer Payment Method or of the End Customers' Banks. Furthermore, Wirecard shall be entitled to restrict the availability of the Online Transfer Payment Method temporarily, either in whole or in part, to a customary and reasonable extent if important reasons make such a restriction necessary – such important reasons include necessary maintenance work, necessary adaptations, changes and additions to the software applications underlying the interfaces used by the Merchant for the purposes of connecting to the Online Transfer Payment Method, measures to locate and rectify malfunctions as well as restrictions due to specific risks of fraudulent use. Such interruptions and interference with the availability of the Online Transfer Payment Method shall be deemed to be in accordance with the Contract.

Wirecard shall not be liable for any restrictions and/or disruption in the availability of the Online Transfer Payment Method that occur due to telecommunications or Internet provision when connecting to the Processing Platform of Wirecard, of the Operator of the Online Transfer Payment Method and/or of the End Customers' Banks (for example as a consequence of all the lines being busy).

Wirecard shall not be liable for restrictions and/or disruption in the availability of the Online Transfer Payment Method, for which neither Wirecard nor its vicarious agents are responsible. For the avoidance of doubt it is stated that neither the respective Operators of the Online Transfer Payment Methods nor the End Customers' Banks nor the telecommunications companies and internet providers are vicarious agents of Wirecard.

The Merchant acknowledges that the Online Transfer Payment Method merely creates a method through which the Merchant's End Customers have the possibility of instructing their bank (End Customer's Bank) to carry out transfers. The carrying out of the transfer by the End Customer's Bank and any possibility of the End Customer to, as the case may be, revoke the transfer instructions given to his/her bank shall depend solely on the terms and conditions of the bank. Wirecard cannot influence this.

Wirecard does not give any guarantee that the Merchant's End Customers can make a payment from their respective bank account via an Online Transfer Payment Method or that it will in future still be possible to instruct End Customers' Banks, where it is currently possible to instruct transfers via the Online Transfer Payment Method.

§ 8 Confidentiality, Data Protection

The following shall apply in addition to the provisions under § 2 sub-clauses 14 to 20 of the General Terms and Conditions of Acceptance (0Part 1):

Wirecard is entitled to grant the Operator of the Online Transfer Payment Method the right to list the Merchant with its name and address in published directories of merchants for the Online Transfer Payment Method, which right can be assigned to third parties.

§ 9 Term

1. In derogation from § 12 sub-clause 1, 4 and 5 of the General Terms and Conditions of Acceptance this Contract shall have a term of two (2) years in the case of giropay, eps and sofortüberweisung.de and a term of one (1) year in the case of iDEAL ("Initial Term"). Unless terminated in writing by either party with one (1) month's notice to the end of the Initial Term the Contract shall automatically be extended for an indefinite period of time. After expiry of the Initial Term this Contract can be terminated in writing with one month's notice.
2. Irrespective of the other rights of termination that exist under this Contract Wirecard shall be entitled to a special right of termination if one or more of the contracts between Wirecard (or the Acquirer as the case may be) and the Operator of the respective Online Transfer Payment Method is or are terminated or the Operator of an Online Transfer Payment Method refuses to allow the Merchant or individual online shops of the Merchant to participate in the Online Transfer Payment Method. For the avoidance of doubt it is stated that under this sub-clause 2 Wirecard is also entitled to partially terminate the present contractual relationship.
3. In addition to § 12 sub-clause 9 of the General Terms and Conditions Wirecard may terminate this Contract without notice and with immediate effect if the Merchant
 - a) presents not only sales from its own business operations, but also sales of third parties (so-called "third party processing") to Wirecard;
 - b) fails to draw the End Customer's attention to its general terms and conditions of business in a manner that is clearly visible;
 - c) fails to draw attention on its Internet pages to the Operators' trade marks to be used clearly;
 - d) fails to present Online Transfer Payment Method transactions to Wirecard for processing within three (3) months after the entry into force of the Contract;
 - e) does not present any, or only a minimal (in terms of the number of transactions and volume of sales) Online Transfer Payment Method transactions to Wirecard for a period of three (3) months. Sales are minimal if the actual number of transactions or the actual sales fall short of the Merchant's forecast figures (merchant configuration) by more than 75 %.

Part 3

Special Terms and Conditions for Direct Debits

§ 1 Scope of Application, Direct Debits

1. The Special Terms and Conditions for Direct Debits set out below ("Special Terms and Conditions for Direct Debits") shall apply to Wirecard facilitating the execution of direct debit transactions for merchants who offer their customers the possibility of making direct debit payments in a distance selling environment, by using direct debits in the national direct debit system. The Special Terms and Conditions for Direct Debits apply in addition to Wirecard's General Terms and Conditions of Acceptance. The Special Terms and Conditions for Direct Debits, the General Terms and Conditions of Acceptance and the Contract Form together form an undivided contract (hereinafter referred to as "Contract"). References to §§ refer to the provisions of these Special Terms and Conditions for Direct Debits, unless express reference is made to the provisions in the General Terms and Conditions of Acceptance or other Special Terms and Conditions.
2. A direct debit is a payment transaction initiated by the Merchant as the payee from the account of the payer ("Customer") at the latter's payment service provider ("Customer Bank"), where the amount of the respective payment sum is stipulated by the Merchant. The Special Terms and Conditions for Direct Debits and the parties' obligations relating thereto and governed by these Special Terms and Conditions apply to the presentation and settlement of direct debits
 - a) in the national direct debit system called "Einzugsermächtigungsverfahren" from a customer account at a credit institution domiciled in Germany ("German Direct Debits") and
 - b) in direct debit processes from a customer account with payment service providers who are authorised to manage such customer accounts in the countries stipulated in the Contract Form ("Other Direct Debits").
3. For German Direct Debits the Customer can effect payments to the Merchant in euros through his Customer Bank. For this purpose the Customer authorises the Merchant to collect sums of money from the customer account by direct debit. In each case the Merchant, as the payee, initiates the payment transaction by presenting the direct debits to the Customer Bank via the Acquirer in accordance with this Contract. If an authorised payment of a German Direct Debit is made the Customer can, within a period of eight (8) weeks as of the time when the debit was debited from the customer account, demand that the direct debit amount debited be refunded by the Customer Bank. This then leads to the conditional credit entry to the benefit of the Merchant being cancelled ("Chargebacks").
- § 2 Subject Matter of the Agency Business, Agreement on the Collection of Accounts Receivable, Payout
 1. With this Contract (contract of agency) the Merchant instructs Wirecard (through the Acquirer) to collect German Direct Debits and Other Direct Debits ("Direct Debit Collection Orders") presented to the Acquirer from the Customer Banks in accordance with the provisions of this Contract.
 2. Wirecard shall (itself or through the Acquirer) provide the following services to the Merchant when the conditions stipulated in this Contract have been met:
 - a) Execution of the Direct Debit Collection Orders presented to the Acquirer (as soon as possible or upon the date agreed with the Merchant) by transmitting the German Direct Debits and Other Direct Debits presented by the Merchant to the respective Customer Bank;
 - b) Crediting of the total amount of the Merchant's respective (collective) debit order to the Merchant subject to the proviso that the direct debits are honoured;
 - c) Notification of the Merchant that the Direct Debit Collection Orders presented and the Chargebacks have been executed.
 - d) Transfer of the credit balances from the Acquirer to the Merchant's account in accordance with the more detailed particulars of § 7 (Payout);
- § 3 Presenting Direct Debits
 1. Subject to the conditions of this § 3, the Merchant is entitled to present German Direct Debits and Other Direct Debits within the meaning of § 1 sub-clause 2 for due accounts receivable, for the assertion of which it is not necessary to present a document, to Wirecard (or the Acquirer) for execution.
 2. When presenting the direct debits, the Merchant must use the account number and bank sort code given to it by Wirecard as its customer identifier as well as the account number and bank sort code of the Customer Bank notified to it by the payer as the Customer's customer identifier. Wirecard (through the Acquirer) shall be entitled to collect the direct debits solely on the basis of the customer identifiers transmitted to it.
 3. The Merchant undertakes to present direct debits to Wirecard for collection by the Acquirer only if the Customer has granted the Merchant a written direct debit mandate. The German Direct Debit mandate must contain the following details (Authorisation Data):
 - a) Payee's descriptor,
 - b) Payer's descriptor and
 - c) Payer's customer identifier in accordance with Clause 2.
 The German Direct Debit mandate can contain additional details in addition to the Authorisation Data.
It is the Merchant's responsibility to ensure all direct debit mandates are in the correct form from time to time, and contain the correct information..

4. If a Customer revokes a direct debit mandate in relation to the Merchant, the Merchant may not collect and present any further direct debits to Wirecard for execution under this Contract. The same applies if a German Direct Debit is returned to the Merchant with the ground for return "3 - No national direct debit authorisation" and the Customer Bank notifies the Merchant - as the case may be through Wirecard (or the Acquirer) - that the Customer has revoked the national direct debit mandate provided to the Merchant.
5. For presentation of the direct debit Wirecard's paperless process must be used. Paperless direct debits must be identified using the text key 05 and technically must be presented via the interface in accordance with § 6 sub-clause 9 to 27 of the General Terms and Conditions of Acceptance and of interface specifications as applicable from time to time. The Merchant shall transmit the direct debits to be collected to Wirecard observing the time limit for presentation as applicable from time to time. Paper direct debits are not permitted. The Acquirer and other institutions are entitled to process the direct debit in accordance with the text key stipulated by the Merchant and any additional text key enhancement stipulated by the Merchant.
6. Periods of time and time limits for due dates, presentation and return may not be stated in the direct debit. No partial payments will be made.
7. Small amounts to be collected regularly should be combined to result in a collection amount of at least 10.00 euros per direct debit.
- § 4 Retention and Documentation

In addition to the obligations under § 8 of the General Terms and Conditions of Acceptance the following obligations shall apply to the Merchant when offering the payment method "direct debit":

 1. The direct debit mandate given by the Customer shall remain with the Merchant as the payee. The Merchant must keep the direct debit mandate given by the Customer - including any amendments made - in the statutorily prescribed form and produce it to Wirecard upon request. After the direct debit mandate has expired it must still be kept for a period of at least fourteen (14) months calculated from the date of presentation of the last direct debit collected.
 2. Upon request the Merchant must provide Wirecard with a copy of the direct debit mandate or, if particularly requested, the original of the direct debit mandate and any further information about the direct debits presented, within seven (7) Business Days of the request.
- § 5 Prerequisites for Performance, Execution and Chargebacks
 1. Wirecard is only obliged to facilitate the performance stipulated in § 2 sub-clause 2 a) (execution of the Direct Debit Collection Orders) if the Merchant has complied with the obligations under § 3 above and under § 6 sub-clauses 9 to 16 (Technical Connection to the Processing Platform, Other Obligations regarding Conduct when Presenting Transactions) as well as under § 7 (Special Obligations in Electronic Commerce) of the General Terms and Conditions of Acceptance. Moreover, Wirecard's rights under this Contract (e.g. to suspend services or to terminate in accordance with the provisions of the General Terms and Conditions of Acceptance, shall remain unaffected.
 2. Wirecard (through the Acquirer) shall transmit the direct debits presented by the Customer in accordance with the provisions of this Contract to the Customer Banks as soon as possible or upon the date agreed with the Customer.
 3. The Customer Bank shall forward the debit amount, which it has debited from the customer account on the basis of the German Direct Debit, to the Acquirer.
 4. In the case of a direct debit which is not honoured by the Customer Bank or is returned by the Customer Bank because of the Customer's demand for a refund Wirecard shall be entitled to order the reversal of the conditional credit entry and instruct the Acquirer to deduct the amount of such Chargebacks from sums payable to the Merchant.
- § 6 Charges, Billing, Notification

In addition to § 9 of the General Terms and Conditions of Acceptance the following provisions shall apply to the charges and expenses, to which Wirecard is entitled in return for the services under these Special Terms and Conditions for Direct Debits.

 1. The calculation of the percentage remuneration components laid down in the Contract Form shall be based on the respective amount to be collected by direct debit. The percentage remuneration components agreed under the above sentence shall apply on the basis of the average transaction amount per month (total value of all transactions in proportion to the number of transactions) and of the average total transaction volume per month as stated by the Merchant and set out in the Contract Form or when a change is agreed on.
 2. Wirecard shall be entitled to change the charges for collection of the direct debits every half-year, for the first time twelve months following conclusion of the Contract. An amendment shall also be made if the average transaction amount per month as stated by the Merchant and set out in the Contract Form or when a change is agreed and/or the average total transaction volume per month is fallen short of by more than 10 % for more than one (1) month. The Merchant's and Wirecard's rights of termination pursuant to § 2 sub-clause 4 (Merchant) and sub-clause 5 (Wirecard) of the General Terms and Conditions shall apply mutatis mutandis.
 3. Wirecard shall be entitled to instruct the Acquirer to debit the charges and expenses, to which Wirecard is entitled, from funds received by the Acquirer, prior to settling funds to the Merchant.
 4. The charges and the notification above shall be effected by e-mail or via the Online Tool; the notification shall be effected in the frequency agreed with the

Merchant. If direct debits to be collected are credited collectively only the total amount of the accounts receivable to be collected shall be shown, not the individual payment transactions.

§ 7 Payouts to the Merchant and Billing

The following shall apply in addition to § 10 of the General Terms and Conditions of Acceptance:

1. The payout within the meaning of § 2 sub-clause 2 d) above shall be effected after the expiry of the respective regular payout period agreed with the Merchant in the Contract Form and subject to the proviso that the prerequisites for performance under § 5 sub-clause 1 are met. If one of these prerequisites is not met the payout shall be effected subject to Chargeback or offsetting in accordance with § 10 sub-clause 2 of the General Terms and Conditions of Acceptance.
2. The amount to be transferred shall in each case be the equivalent of the sum of all credits received by the Acquirer in the respective payout period less
 - a) the Holdback (§ 8) for the payout period concerned,
 - b) as the case may be Chargebacks within the meaning of § 1 sub-clause 3 that have accrued up until the time of payout,
 - c) charges and expenses within the meaning of § 6 owed to Wirecard under the provisions of this Contract and
 - d) as the case may be, other deduction items within the meaning of § 10 sub-clause 1 of the General Terms and Conditions of Acceptance.
 Any value added tax which may accrue on the above-mentioned deduction items shall remain unaffected.
3. The minimum payout amount shall be EUR 50.00. Amounts below this payout limit shall be accumulated and shall not be paid out to the Merchant until they exceed this limit, at the latest upon termination of the Contract.
4. Unless otherwise provided by mandatory statutory provisions, Wirecard can instruct the Acquirer to withhold the payouts it is obliged to make to the Merchant due to its own claims, even if said claims are not based on the same legal relationship.

§ 8 Holdback

The following shall apply in addition to the General Terms and Conditions of Acceptance:

1. As security for all existing and future claims - including conditional claims and claims that are limited in time - to which Wirecard is entitled against the Merchant under this Contract, particularly claims in connection with Chargebacks, Wirecard shall instruct the Acquirer to hold back the portion/ percentage of the final invoice amount defined in the Contract Form from the equivalent of the sum of all funds received by the Acquirer in the respective payout period and arising out of direct debits collected as a holdback ("Holdback"), i.e. after expiry of the respective payout period the sum in the amount of the Holdback shall initially not be transferred to the Merchant's account but shall instead remain with the Acquirer for the period of time agreed in the Contract Form or otherwise separately between the parties following expiry of the payout period.
2. Following termination or expiry of the contractual relationship Wirecard shall be entitled to instruct the Acquirer to assert a right of retention over the funds held by the Acquirer in the amount of the equivalent of the Holdback existing at the time of termination or expiry of the Contract to cover any Chargebacks for a period of nine (9) months commencing with the date of termination or expiry of the Contract. The remaining credit balance shall be transferred to the Merchant's account nine (9) months after termination or expiry of the Contract.
3. Wirecard shall regularly review the amount of the Holdback and shall assess the extent of the security risk. If the Holdback - according to the chargeback rates to date and the estimated future development thereof determined by Wirecard acting reasonably exceeds Wirecard's expected security requirement (the "Security Requirement") by more than 10 %, Wirecard shall instruct the Acquirer to pay out the excess amount. If the Security Requirement exceeds the current Holdback, Wirecard shall, acting reasonably, have the right to alter the amount of the Holdback and/or to extend the Holdback period. Wirecard's Security Requirement shall particularly be increased if:
 - a) The Merchant's Chargeback rate exceeds (10 %) or has actually increased by more than 50 % compared to the preceding month;
 - b) The volume of the Merchant's transactions processed under this Contract drops significantly; a drop is significant if either the number of transactions or the transaction volume declines by more than 60 % compared with the agreed settlement period.
 - c) Notice to terminate the Contract is given.

§ 9 Liability, Claims for Refunds

The following shall apply in addition to the liability provisions in § 4 of the General Terms and Conditions of Acceptance:

If a direct debit is not collected or is incorrectly collected the Merchant can require that Wirecard instructs the Acquirer to transmit, or re-transmits, that direct debit to the Customer Bank without undue delay. In addition the Merchant can require Wirecard to instruct the Acquirer to refund any fees and interest for which the Merchant has been billed or which have been deducted from sums paid to the Merchant in connection with the failure to collect or the incorrect collection of a direct debit.

§ 10 Term

1. In derogation from § 12 sub-clause 1, 4 and 5 of the General Terms and Conditions of Acceptance) this Contract shall have the basic term defined in the Contract Form. Unless one of the parties has terminated in writing with a notice period of one (1) month to the end of the basic term or any agreed Extension Period, the term shall automatically be extended by periods of one year each for the services owed under the Special Terms and Conditions ("Extension Period"). The Contract can likewise be terminated in writing to the end of an Extension Period with one (1) month's notice. The Contract shall, however, terminate at the latest on 31 January 2014 (changeover to SEPA direct debit).
2. In addition to § 12 sub-clause 9 of the General Terms and Conditions an Wirecard can terminate the Contract immediately and without notice if
 - a) the proportion of Chargebacks within the meaning of § 1 sub-clause 3 over a period of two (2) months ("Assessment Period") exceeds on average 25 % of the total direct debit transactions processed under this agreement and/or 25 % of the total transaction volume per month; during the first six (6) months after the Contract entered into force the Assessment Period is reduced to one (1) month and/or
 - b) the Merchant offers its Customers payments by direct debits, which are settled in accordance with this contract relationship, through internet addresses of the Merchant other than those listed in the Contract or otherwise approved by Wirecard.

Part 4

Special Terms and Conditions for SEPA

§ 1 Scope of Application, SWIFT Data Transmission

1. The Special Terms and Conditions for SEPA Direct Debits and the Receipt of SEPA Transfers for Business Customers set out below ("Special Terms and Conditions for SEPA") shall apply to Wirecard facilitating the execution of payment services on behalf of merchants, who offer their Customers the possibility of making payments in a distance selling environment by using SEPA direct debits. The Special Terms and Conditions for SEPA apply in addition to Wirecard's General Terms and Conditions of Acceptance. The Special Terms and Conditions for SEPA, the General Terms and Conditions of Acceptance and the Contract Form together form an undivided contract (hereinafter referred to as "Contract"). References to §§ refer to the provisions of these Special Terms and Conditions for SEPA, unless express reference is made to the provisions in the General Terms and Conditions of Acceptance or other Special Terms and Conditions.
 2. A SEPA direct debit is a payment transaction initiated by the Merchant as the payee from the account of the payer ("Customer") at the latter's payment service provider ("Customer Bank"), where the amount of the respective payment sum is stated by the Merchant. The SEPA core direct debit scheme ("SEPA Core Direct Debits") is governed by the "SEPA Core Direct Debit Scheme Rulebook" of the European Payments Council (EPC) as applicable from time to time. The "SEPA Core Direct Debit Scheme Rulebook" can be inspected on, and downloaded from the European Payments Council's website at www.europeanpaymentscouncil.eu. The Special Terms and Conditions for SEPA and the parties' obligations pertaining thereto and governed by these Special Terms and Conditions apply
 - a) to the presentment and settlement of SEPA Core Direct Debits in card-not-present transactions and
 - b) to the receipt and crediting of SEPA credit transfers in card-not-present transactions.
 3. With the SEPA direct debit scheme the Customer can effect payments in euro within the territory of the single euro payments area ("SEPA") via his Customer Bank to the Merchant. In order to execute payments by means of SEPA Core Direct Debits the Customer must issue the corresponding SEPA direct debit mandate to the Merchant prior to the payment transaction. In each case the Merchant, as the payee, initiates the payment transaction by presenting the direct debits to the Customer Bank via Wirecard in accordance with this Contract. If an authorised payment is made on the basis of a SEPA Core Direct Debit the Customer can, within a period of eight (8) weeks as of the time when the debit was debited from the customer account, demand that the direct debit amount debited be refunded by the Customer Bank. This leads to the conditional credit entry to the benefit of the Merchant being cancelled ("Chargebacks"). The payment amount can be re-debited only with a new direct debit with a new due date.
 4. In the case of SEPA Core Direct Debits the direct debit data presented by the Merchant under this Contract can be forwarded by Wirecard (or the Acquirer) to the Customer Bank via the message handling system of the Society for Worldwide Interbank Financial Telecommunication (SWIFT).
- § 2 Subject Matter of the Agency Business, Agreement on the Collection of Accounts Receivable, Payout
1. With this Contract (contract of agency) the Merchant instructs Wirecard (through the Acquirer) to collect SEPA Core Direct Debits ("SEPA Direct Debit Collection Mandates") presented to the Acquirer from the Customer Banks in accordance with the provisions of this Contract and to receive incoming SEPA

- credit transfers on behalf of the Merchant in accordance with the provisions of this Contract.
2. Wirecard shall (itself or through the Acquirer) provide the following services to the Merchant when the conditions stipulated in this Contract have been met:
 - a) Execution of the SEPA Direct Debit Collection Mandates presented to Wirecard (or the Acquirer) [as soon as possible or upon the date agreed with the Merchant] by transmitting the SEPA Core Direct Debits presented by the Merchant to the respective Customer Bank;
 - b) Crediting of the total amount of the Merchant's respective (collective) debit order to the account of the Merchant subject to the proviso that the SEPA Core Direct Debits are honoured;
 - c) Crediting of the amounts under the SEPA credit transfers to the account of the Merchant;
 - d) Notification of the Merchant that the SEPA Direct Debit Collection Mandates presented and the chargebacks and credits from SEPA credit transfers have been executed.
 - e) Transfer of the credit balances from the Acquirer to the Merchant's in accordance with the more detailed particulars of § 8 (Payout);
- § 3 SEPA Direct Debit Collection Mandates; Terms and Conditions for the Presentation of SEPA Core Direct Debits
1. Subject to the conditions of this § 3, the Merchant is entitled to present due accounts, for the assertion of which it is not necessary to present a document, to Wirecard for collection from the customer accounts in the applicable countries by means of SEPA Core Direct Debit.
 2. When presenting the SEPA Core Direct Debits the Merchant must use the IBAN (International Bank Account Number) and BIC (Business Identifier Code) given to it by Wirecard as its customer identifier as well as the Customer Bank's IBAN and BIC notified to it by the customer as the Customer's customer identifier. Wirecard shall, through the Acquirer, be entitled to carry out the collection of the SEPA Core Direct Debits solely on the basis of the customer identifiers transmitted to it.
 3. The Merchant undertakes to present SEPA Core Direct Debits for collection only if the respective Customer has issued the written direct debit mandate for this signed by the respective payor ("SEPA Direct Debit Mandate"). The SEPA Direct Debit Mandate must include the following declarations by the Customer:
 - a) Authorisation of the Merchant by the Customer to collect payments from the customer's account by means of SEPA Core Direct Debit, and
 - b) The customer's instruction to his Customer Bank to honour SEPA Core Direct Debits drawn on the customer's account.
 The authorisation text attached in the Appendix to these Special Terms and Conditions for SEPA or wording with the same content in an official language of the applicable countries.
 4. The Merchant, as the payee, is obliged to apply for a so-called creditor identifier ("Creditor Identifier (CI)", to maintain such Creditor Identifier (CI) during the term of this Contract and to ensure the validity thereof. The CI is issued by the relevant registration organisation in the SEPA country in which the Merchant is located. Wirecard is not obliged to apply for such a CI on behalf of the Merchant or to check the validity thereof. The Customer can at any time and at his own discretion exclude a CI from the right to make a SEPA Core Direct Debit and/or SEPA transfer.
 5. In addition to the authorisation text the SEPA Direct Debit Mandate must include the following minimum details ("Authorisation Data"):
 - a) The Merchant's name, address and CI;
 - b) The Customer's name, address, customer identifier (IBAN and BIC) and signature;
 - c) Statement as to whether the SEPA Direct Debit Mandate is given for a one-off payment or for recurrent payments, and;
 - d) Date of the SEPA Direct Debit Mandate;
 - e) Customer's signature.
 The mandate reference individually issued by the Merchant
 - a) clearly designates the respective mandate in conjunction with the CI,
 - b) is up to 35 alphanumeric characters long and
 - c) may already be contained in the SEPA Direct Debit Mandate or must be communicated to the Customer subsequently.
 The SEPA Direct Debit Mandate can contain additional details in addition to the said data.
 6. Upon request the Merchant must provide Wirecard with a copy of the SEPA Direct Debit Mandate or, if particularly requested, the original of the SEPA Direct Debit Mandate and, as the case may be, further information about the SEPA Core Direct Debits presented, within seven (7) Business Days.
 7. If a Customer revokes a SEPA Direct Debit Mandate in relation to the Merchant, the Merchant may not collect and present any further SEPA Core Direct Debits to Wirecard for execution under this Contract on that basis. The same applies in the event that a SEPA Core Direct Debit is returned to the Merchant with the ground for return "no valid mandate" and the Customer Bank thereby notifies the Merchant - as the case may be via Wirecard (or the Acquirer) - that the Customer has revoked the SEPA Direct Debit Mandate provided to the Merchant.
 8. For presentation of the SEPA Core Direct Debit Wirecard's paperless process must be used. For this the Merchant is obliged to present the SEPA Direct Debit Collection Mandates under this Contract electronically via Wirecard's Processing Platform by means of a SEPA direct debit dataset ("SEPA Dataset"). The actual SEPA Direct Debit Mandate issued by the Customer remains with the Merchant; paper-based processes are not permitted to this extent. The technical connection to the Processing Platform and the technical requirements to be met by the SEPA Dataset shall be additionally governed by the Special Terms and Conditions for Processing. The Merchant must in each case include the Authorisation Data and any additional details (e.g. product information) in the SEPA Dataset; the respective direct debit amount and the due date of the direct debit payment must also be stated by the Merchant in the SEPA Dataset. The SEPA Dataset pertaining to a SEPA Core Direct Debit to be presented must furthermore be designated as follows: "CORE" in the element "Code" of the element group "Local Instrument". The Customer Bank is entitled to process the SEPA Core Direct Debits after they have been so designated.
 9. The due date to be stipulated in the SEPA Dataset must be one of Wirecard's Business Days. If the due date stipulated in the Merchant's SEPA Dataset does not fall on a Business Day, the following Business Day shall be deemed to be the due date. In order to allow SEPA Core Direct Debits to be presented in a timely manner, a SEPA Direct Debit Collection Mandate must be transmitted to Wirecard at least seven (7) Business Days (five (5) Business Days prior notice plus Wirecard's own processing time) prior to the due date if the SEPA Core Direct Debit is a one-off or first SEPA Core Direct Debit to the debit of a Customer. For subsequent SEPA Core Direct Debits it is sufficient to present the SEPA Dataset at least four (4) Business Days (two (2) Business Days prior notice plus Wirecard's own processing time) prior to the due date. If the Merchant does not state any due date Wirecard shall - on the basis of the above prior notices - presume that the date which corresponds to the next possible collection date is the due date. If, when presenting a SEPA Core Direct Debit, the Merchant states a wrong due date, i.e. a due date where the above-mentioned time limits for presentation are not complied with, Wirecard can reject the presentment at any time. If SEPA Core Direct Debits are presented after the agreed time limit for presentment so it cannot be guaranteed that it will be carried out by the stated due date the bank shall be entitled to change the due date in the data set to the next possible and still achievable due date. However, Wirecard is under no such obligation. Wirecard reserves the right to adjust a wrong presentment date at any time without notifying the Merchant such that the technical and regulatory requirements for the SEPA direct debit process are met.
 10. If the Merchant does not present any SEPA Core Direct Debits pursuant to a SEPA Direct Debit Mandate in a period of thirty-six (36) months (calculated from the due date of the last SEPA Core Direct Debit to be presented), it must refrain from collecting direct debits on the basis of said SEPA Direct Debit Mandate and is under an obligation to obtain a new SEPA Direct Debit Mandate if it wishes to collect SEPA Core Direct Debits from the Customer in future. Wirecard and the Customer Bank are not obliged to check compliance with the measures in sentence 1.
 11. Small amounts to be collected regularly should, as far as possible, be combined into quarterly, half-yearly or annual payments to result in a collection amount of at least 10.00 euros per direct debit.
 12. The presentment of SEPA Core Direct Debits is only permitted for the countries stipulated in the Contract Form.
- § 4 National Direct Debit Authorisation as a SEPA Direct Debit Mandate
1. The Merchant can use a national direct debit authorisation as a SEPA Direct Debit Mandate. In order to do so the following conditions have to be met:
 - a) The Customer has provided the Merchant with a written national direct debit mandate (direct debits issued by telephone or by Internet are not SEPA compatible), with which the Customer authorises the Merchant to collect payments from the customer account by direct debit;
 - b) The Customer and the Customer Bank have agreed that
 - (i) with the national direct debit mandate the Customer simultaneously instructs the Customer Bank to honour direct debits drawn by the Merchant on his customer account, and
 - (ii) said national direct debit mandate can be used as a SEPA Direct Debit Mandate.
 2. The national direct debit mandate must contain the following Authorisation Data:
 - a) The Merchant's designation (as the payee);
 - b) The Customer's designation (as the payer);
 - c) The Customer's customer identifier within the meaning of § 3 sub-clause 2 or account number and bank sort code.
 The national direct debit mandate can contain additional details in addition to the Authorisation Data.
 3. Prior to the first SEPA Core Direct Debits the Merchant must notify the Customer of the change from national direct debit to SEPA Core Direct Debit stating the CI (cf. § 3 sub-clause 4) and mandate reference (cf. § 3 sub-clause 5) in text form. Upon request by Wirecard the Merchant must prove that the Customer has been notified in an appropriate manner in accordance with sentence 1.
 4. The first SEPA Core Direct Debit made after the change shall be labelled as a first direct debit. In the SEPA Dataset (cf. § 3 sub-clause 8) the date of signature must be stated as the date upon which the payer was notified in accordance with sub-clause 3 above. Said date must be between 12 March 2012

and at least five (5) Business Days prior to the due date of the first SEPA Core Direct Debit.

§ 5 Retention and Documentation

In addition to the obligations under § 8 of the General Terms and Conditions of Acceptance the following obligations shall apply to the Merchant when offering the payment method "SEPA direct debit":

1. The Merchant must pre-notify the Customer of the collection by direct debit (for example in connection with the issue of the invoice) no later than fourteen (14) calendar days prior to the due date of the first payment by means of SEPA Core Direct Debit; the Merchant and the Customer can also agree another time limit. In the case of recurring debits with the same or a fixed debit amount it is sufficient to notify the Customer once prior to the first collection by direct debit and to state the corresponding due dates.
2. The SEPA Direct Debit Mandates issued by the Customer shall remain with the Merchant. The Merchant is obliged to keep the SEPA Direct Debit Mandate issued by the Customer - including any amendments made - in the statutorily prescribed form. After the SEPA Direct Debit Mandate has expired the original thereof must still be kept for a period of at least fourteen (14) months calculated from the due date of the last SEPA Core Direct Debit collected.
3. Upon request the Merchant must provide Wirecard with a copy of the SEPA Direct Debit Mandate or, if particularly requested, the original of the SEPA Direct Debit Mandate and, as the case may be, further information about the SEPA Core Direct Debits presented, within seven (7) Business Days.
4. The SEPA Direct Debit Mandate shall be valid indefinitely provided that no more than 36 months have elapsed since the last debit.

§ 6 Prerequisites for Performance, Execution and Chargebacks

1. Wirecard (itself or through the Acquirer) is only obliged to fulfil the obligation to perform stipulated in § 2 sub-clause 2 a) [execution of the Direct Debit Collection Orders] if the Merchant has complied with the obligations under § 3 and § 4 above and under § 6 sub-clause 9 to sub-clause 27 [Technical Connection to the Online Tool, Other Obligations regarding Conduct when Presenting Transactions] as well as under § 7 [Special Obligations in Electronic Commerce] of the General Terms and Conditions of Acceptance. Moreover, Wirecard's rights under this Contract [e.g. to suspend services or to terminate in accordance with the provisions of the General Terms and Conditions of Acceptance in Part 1], shall remain unaffected even when obligations other than the obligations stipulated in sentence 1 above are breached.
2. Wirecard shall (itself or through the Acquirer) transmit the SEPA Core Direct Debits presented by the Customer in accordance with the provisions of this Contract to the Customer Banks as soon as possible or upon the date agreed with the Customer.
3. The total amount of the accounts receivable to be collected shall then be credited by the Acquirer to the account of the Merchant subject to the proviso that the SEPA Core Direct Debits are honoured; no partial payments will be made.
4. The Customer Bank shall forward the debit amount, which it has debited from the customer account on the basis of the SEPA Core Direct Debit, to the Acquirer.
5. In the case of a direct debit which is not honoured by the Customer Bank or is returned by the Customer Bank because of the Customer's demand for a refund Wirecard shall be entitled to instruct the Acquirer to reverse the conditional credit entry and to debit such Chargebacks within the meaning of § 1 sub-clause 3 from the sums payable to the Merchant. This happens irrespective of whether an account balance statement has been issued in the meantime.

§ 7 Charges, Billing, Notification

In addition to § 9 of the General Terms and Conditions of Acceptance the following provisions shall apply to the charges and expenses, to which Wirecard is entitled in return for the services under these Special Terms and Conditions for SEPA.

1. The calculation of the percentage remuneration components laid down in the Contract Form shall be based on the respective amount to be transferred or collected under a transaction. The percentage remuneration components agreed under the above sentence shall apply on the basis of the average transaction amount per month (total value of all transactions in proportion to the number of transactions) and of the average total transaction volume per month as stated by the Merchant at conclusion of the Contract or when a change is agreed on.
2. Wirecard shall be entitled to change the charges for collection of the direct debits every half-year, for the first time twelve months following conclusion of the Contract. An amendment shall also be made if the average transaction amount per month as stated by the Merchant upon conclusion of the Contract or when a change is agreed and/or the average total transaction volume per month is fallen short of by more than 10 % for more than one (1) month. The Merchant's and Wirecard's rights of termination pursuant to § 2 sub-clause 4 [Merchant] and sub-clause 5 [Wirecard] of the General Terms and Conditions [Part 1] shall apply mutatis mutandis.
3. Wirecard shall be entitled to debit the charges and expenses, to which it is entitled, from the sums due to the Merchant, prior to paying these to the Merchant's Account.
4. The charges and the notification in accordance with § 2 sub-clause 2 d) above

shall be billed via the Online Tool; the notification shall be effected in the frequency agreed with the Merchant. In this regard § 10 sub-clause 5 to sub-clause Error! Reference source not found. of the General Terms and Conditions of Acceptance (Part 1) shall apply mutatis mutandis. If SEPA Core Direct Debits to be collected are credited collectively only the total amount of the accounts receivable to be collected shall be shown, not the individual payment transactions.

§ 8 Payouts to the Merchant and Billing

The following shall apply in addition to § 10 of the General Terms and Conditions of Acceptance (Part 1, Payout):

1. The payout within the meaning of § 2 sub-clause 2 e) above shall be effected after the expiry of the respective regular payout period agreed with the Merchant in the Contract Form and subject to the proviso that the prerequisites for performance under § 6 sub-clause 1 are met. If one of the prerequisites stipulated in § 6 sub-clause 1 is not met the payout shall be effected subject to Chargeback or offsetting in accordance with § 10 sub-clause 2 of the General Terms and Conditions of Acceptance (Part 1).
2. The amount to be transferred shall in each case be the equivalent of the sum of all credits received by the Acquirer in the respective payout period less the Holdback (§ 9) for the payout period concerned,
 - a) as the case may be Chargebacks within the meaning of § 1 sub-clause 3 that have accrued up until the time of payout,
 - c) charges and expenses within the meaning of § 7 owed to Wirecard under the provisions of this Contract and
 - d) as the case may be, other deduction items within the meaning of § 10 sub-clause 1 of the General Terms and Conditions of Acceptance (Part 1).
 Any value added tax which may accrue on the above-mentioned deduction items shall remain unaffected, cf. § 10 sub-clause 1 of the General Terms and Conditions of Acceptance.
3. The minimum payout amount shall be EUR 50.00. Amounts below said payout limit shall be accumulated and shall not be paid out to the Merchant until they exceed said limit, at the latest upon termination of the Contract.
4. Wirecard, the Acquirer and other institutions are entitled to process the SEPA Core Direct Debits in accordance with the text key stipulated by the Merchant and any additional text key enhancement stipulated by the Merchant.
5. Unless otherwise provided by mandatory statutory provisions, Wirecard can instruct the Acquirer to withhold the payouts it is obliged to make to the Merchant due to its own claims, even if said claims are not based on the same legal relationship. The above right to withhold is limited to only Wirecard's accounts receivable arising out of the banking relationship with the Merchant and to other banking-related accounts receivable acquired against the latter.

§ 9 Holdback

The following shall apply in addition to the General Terms and Conditions of Acceptance:

1. As security for all existing and future claims - including conditional claims and claims that are limited in time - to which Wirecard is entitled against the Merchant under this Contract, particularly claims in connection with Chargebacks, Wirecard shall instruct the Acquirer to hold back the portion/ percentage of the final invoice amount defined in the Contract Form from the equivalent of the sum of all funds received by the Acquirer in the respective payout period (which is regularly agreed in the Contract Form) and arising out of SEPA Core Direct Debits collected as a holdback ("Holdback"), i.e. after expiry of the respective payout period the sum in the amount of the Holdback shall initially not be transferred to the Merchant's account but shall instead remain with the Acquirer for the period of time agreed in the Contract Form or otherwise separately between the parties following expiry of the payout period.
2. Following termination or expiry of the contractual relationship Wirecard shall be entitled to instruct the Acquirer to assert a right of retention over the funds held by the Acquirer in the amount of the equivalent of the Holdback existing at the time of termination or expiry of the Contract to cover any Chargebacks for a period of nine (9) months commencing with the date of termination or expiry of the Contract. Wirecard shall instruct the Acquirer to transfer the remaining credit balance to the Merchant's account nine (9) months after termination or expiry of the Contract.
3. Wirecard shall regularly review the amount of the Holdback and shall assess the extent of the security risk. If the Holdback - according to the chargeback rates to date and the estimated future development thereof determined by Wirecard acting reasonably exceeds Wirecard's expected security requirement ("the Security Requirement") by more than 10 % Wirecard shall instruct the Acquirer to pay out the excess amount. If the Security Requirement exceeds the current Holdback, Wirecard shall, acting reasonably, have the right to alter the amount of the Holdback and/or to reasonably extend the Holdback period. Wirecard's Security Requirement shall particularly be increased if:
 - a) The Merchant's chargeback rate exceeds [10%] or has actually increased by more than 50 % compared to the preceding month;
 - b) The volume of the Merchant's transactions processed under this Contract drops significantly; a drop is significant if either the number of transactions or the transaction volume declines by more than 60 % compared with the agreed settlement period.
 - c) Notice to terminate the Contract is given.

§ 10 The Refund Rights of a Merchant as the Payee
The following shall apply in addition to the liability provisions in § 4 of the General Terms and Conditions of Acceptance:
If a SEPA Core Direct Debit is not collected or is incorrectly collected the payee can require that Wirecard instructs the Acquirer to transmit, or re-transmit, said SEPA Core Direct Debit to the Customer Bank without undue delay. In addition the Merchant can require Wirecard to instruct the Acquirer to refund those fees and interest, for which the Merchant has been billed or which have been debited from sums payable to the Merchant in connection with the failure to collect or the incorrect collection of a SEPA Core Direct Debit.

§ 11 Term
1. In derogation from § 12 sub-clause 1, 4 and 5 of the General Terms and Conditions of Acceptance (Part 1) this Contract shall have the basic term defined in the Contract Form. Unless one of the parties has terminated in writing with a notice period of one (1) month to the end of the basic term or any agreed Extension Period, the term shall automatically be extended by periods of one year each for the services owed under the Special Terms and Conditions ("Extension Period"). The Contract can likewise be terminated in writing to the end of an Extension Period with one (1) month's notice.
2. In addition to § 12 sub-clause 9 of the General Terms and Conditions (Part 1) an extraordinary right of termination shall exist in favour of Wirecard if
a) the proportion of Chargebacks within the meaning of § 1 sub-clause 3 over a period of two (2) months ("Assessment Period") exceeds on average 25 % of the total SEPA Core Direct Debit transactions processed under this Agreement and/or 25 % of the total transaction volume per month; during the first six (6) months after the Contract entered into force the Assessment Period is reduced to one (1) month and/or
b) the Merchant offers its Customers payments by means of SEPA Core Direct Debits, which are settled in accordance with this contract relationship, through web addresses of the Merchant other than those listed in the Contract Form or otherwise approved by Wirecard.

Part 5

Special Terms and Conditions for the Acceptance of Cards in Card-Not-Present Transactions

§ 1 Scope of Application
1. The Special Terms and Conditions set out below ("Special Terms and Conditions for the Acceptance of Cards in Card-Not-Present Transactions") shall apply to Wirecard facilitating the acceptance of payment cards ("Payment Cards") in card-not-present transactions for merchants who offer their customers the possibility of making card payments in a distance selling environment. The cards for which Wirecard facilitates such acceptance are for various card organisations (each a "Card Organisation"), including MasterCard International Incorporated, Visa Europe Services Inc., Diner's Club International, American Express Payment Services Limited and JCB International Credit Card Co. Ltd, and any other Card Organisations which may be available and as more particularly described in the Contract Form from time to time. The Special Terms and Conditions for the Acceptance of Cards in Card-Not-Present Transactions apply in addition to Wirecard's General Terms and Conditions of Acceptance. The Special Terms and Conditions for the Acceptance of Cards in Card-Not-Present Transactions, the General Terms and Conditions of Acceptance and the Contract Form together form an undivided contract (hereinafter referred to as "Contract"). References to §§ refer to the provisions of these Special Terms and Conditions for the Acceptance of Cards in Card-Not-Present Transactions, unless express reference is made to the provisions in the General Terms and Conditions of Acceptance or in other Special Terms and Conditions.
2. If the Merchant holds accounts with the Acquirer for the purposes of processing transactions with Payment Cards under this Contract, special account terms and conditions shall apply between the Acquirer and the Merchant for the setting up and use of said accounts, which terms and conditions shall be agreed in addition to this Contract when the accounts are opened.
§ 2 Risk Warning Requirements of the Card Organisations
1. The Merchant is advised that the acceptance of card payments in card-not-present transactions involves an extra high risk of unauthorised use as there is no personal contact with the Customer and the Payment Card is not physically present so it is not possible to compare the signatures on the Payment Card and the debit voucher, there is no mechanism enabling authorisation by any PIN number which may be associated to the Payment Card, or to otherwise identify the cardholder (hereinafter referred to as "Cardholder"), as is customary in transactions where the card is present. Therefore, it is only financially tenable to accept such payments if every effort is taken by the Merchant to prevent fraudulent use. In this regard the greatest responsibility lies with the Merchant, who has direct contact with the Customer and can in each case decide whether, depending on the circumstances of the purchase order, it can accept payments by Payment Cards in card-not-present transactions despite the risk of fraudulent use.
2. If the Merchant commissions third parties as technical service providers and other subcontractors and vicarious agents ("Contractors") in connection with the presentment and processing of VISA payment card transactions the Mer-

chant must guarantee that said Contractors are registered with VISA Europe. The Merchant may not commission Contractors to present and process VISA payment card transactions if said Contractors are not registered with VISA Europe.

3. According to the binding rules of the Card Organisations ("Card Regulations"), a so-called chargeback ("Chargeback", cf. § 10 sub-clause 1) of card payments in card-not-present transactions is made in all cases where the Cardholder disputes that he has issued the instruction to debit the card account (such Chargeback being a "Disputed Case"). Other reasons for a return debit can also lead to Chargebacks. A Chargeback must be made in a Disputed Case because the institution which issued the Payment Card ("Card Issuer") cannot prove the Cardholder's instructions in documentary form because there is no signed payment receipt. In the event of any such Chargeback, the Acquirer, as the direct member of the Card Organisation, is obliged to pay the settled amount back to the Card Issuer even if the Merchant is able to provide other proof of the customer's identity. Through Wirecard's contractual relationship with the Acquirer, Wirecard is liable for such Chargebacks, which liability is passed on to the Merchant as the entity submitting the relevant card transactions through Wirecard pursuant to this Contract.

§ 3 Subject Matter of the Contract, Types of Contract

1. The Merchant instructs Wirecard to instruct the Acquirer to settle the transactions presented by it which have been initiated by means of card payments ("Card Transactions") in compliance with the Card Regulations and to instruct the Acquirer to pay the sums underlying said Card Transactions out to the Merchant in accordance with § 7 of these Terms and Conditions (contract of agency).
2. The Merchant further instructs Wirecard to ensure the Acquirer maintains its own licence requirements in relation to the Card Organisations in order to enable Wirecard to perform the Contract to the extent that said requirements are open to influence by Wirecard and/or the Acquirer and to the extent necessary in order to connect the Merchant.
3. Even if measures are taken against unauthorised use, the remaining risk – described in § 2 – of a Chargeback being made if the Cardholder disputes the payment instructions given ("Chargeback Risk in a Disputed Case") leads to significantly higher payment defaults than in cases when card payments are made when the card is present. As part of the agency agreed in § 3 sub-clause 1 and § 3 sub-clause 2 Wirecard agrees to assume said Chargeback Risk in a Disputed Case in consideration for an appropriately higher fee if and to the extent that the payment default was not due to fault on the part of the Merchant and if the Merchant chose the form of agreement with said corresponding risk in the Contract under the "Promise to Pay" section (the option "With a promise to pay in the event that the Cardholder disputes having given instructions"). The Merchant may choose to assume this Chargeback risk itself and pay a correspondingly lower fee by choosing the option "Without a promise to pay in the event that the Cardholder disputes having given instructions" in the Contract Form under the "Promise to Pay" section.
4. The Contract can be concluded (through a corresponding choice in the Contract Form) either for e-commerce (Internet) or for mail order (telephone/fax). If contracts are concluded for e-commerce as well as for mail order, the Merchant shall receive a separate Merchant ID number for each distribution channel ("Merchant ID Number").

§ 4 Prerequisites for the Acceptance of Payment Cards ("Prerequisites for Acceptance")

1. The Merchant may allow goods/services to be paid for by Payment Cards in card-not-present transactions in general or in individual cases in accordance with this Contract. The Merchant will not accept payment by means of the payments agreed in the Special Terms and Conditions if there is cause to believe that there is a case of fraudulent or otherwise unauthorised use.
2. If the Merchant accepts card payments it undertakes to offer to sell all goods and/or services offered by the Merchant to the respective Cardholders for cashless payment for the same prices and upon the same terms as are applicable to customers wishing to use another payment method. The Merchant shall not charge any additional charges, not demand any security and not place the Cardholder in a worse position than other customers. For MasterCard credit cards, Maestro cards and other types of card admitted under the MasterCard Card Regulations (e.g. Commercial Cards, Debit Cards, hereinafter referred to as "MasterCard Cards") the Merchant is authorised to charge an additional fee ("Surcharge") if the following conditions are met - collectively:
a) Prior to carrying out the payment process (and therefore immediately before forwarding the transaction details to Wirecard) the Merchant makes it clear to the Cardholder in a prominent place that if payment is made with a MasterCard Card the Cardholder must pay a Surcharge.
b) In such notice the Merchant must either expressly show the exact amount of the Surcharge to be paid by the Cardholder or the calculation method for determining the Surcharge and must do so in an easily understandable form.
c) The Surcharge must be limited to the costs borne by the Merchant for accepting payment by a MasterCard Card under this Contract. In no event may the Surcharge exceed the discount/disagio and transaction-related fees payable by the Merchant to Wirecard.

Wirecard hereby draws the Merchant's attention to the fact that, providing the Merchant complies with the above requirements and complies with Master-

- Card's Card Regulations, the Merchant may charge Surcharges of differing amounts for MasterCard Cards. The terms and conditions of the MasterCard Card Regulations (showing the interchange fees etc.) as applicable from time to time in this regard can be inspected on MasterCard's Internet page at www.mastercard.com. Wirecard shall provide further information on this upon request.
- For the avoidance of doubt, if the Merchant does wish to impose a Surcharge, this must always be done strictly in accordance with any applicable laws and associated governmental or industry guidance governing surcharging, including but not limited to local implementation of the surcharging provisions of the Consumer Rights Directive.
3. The Merchant is not authorised
 - a) to make use of the Payment Card dependent on any minimum amount or
 - b) to accept any Payment Cards for paying back a previously granted loan or a cash payment previously made by the Merchant.

The acceptance of any Payment Card and the collection of the card details may only be effected for the purpose of paying for goods/services of the Merchant and on the basis of a direct contractual relationship between the Merchant and the Cardholder. The Merchant is not authorised to accept Payment Cards as a means of payment for goods and/or services,

 - (i) which are not provided for its own account or are provided by order of a third party or which are provided by various providers, i.e. the Merchant may not for example present transactions for its own services/sale of goods together with transactions of other providers to Wirecard bundled as a single transaction or have the aforesaid presented by third parties as their own transaction;
 - (ii) that are not rendered in the Merchant's ordinary course of business stated in the Contract Form; in particular no grant of credits or other cash payments may underlie such goods/services;
 - (iii) where the transaction amount to be processed does not originate from the Merchant's line of business;
 - (iv) the content of which is illegal or immoral; this particularly applies to goods/services in connection with gambling, which are illegal under the respectively applicable law; this also applies – even if the goods/services are not illegal under the respectively applicable law – for goods/services in connection with gambling within the meaning of the law that is applicable to the Merchant, the Cardholder or the Merchant's goods/services if the card, which was accepted as payment for said goods/services, was issued in the United States of America;
 - (v) which show content which is subject to the applicable law governing the protection of young persons; or
 - (vi) which serve as, or are associated with, instructions on how to produce weapons, bombs or other explosive devices.
 4. Payment Cards may not be accepted as payment to meet a non-collectable debt or to pay for a cheque that has not been honoured.
 5. If the Merchant has undertaken in this Contract to offer Payment Cards of the Card Organisation MasterCard the Merchant must allow all card types for payment in remote sales which can be offered under the terms of the MasterCard Card Regulations, including MasterCard consumer cards, MasterCard commercial cards and MasterCard debit cards ("Honor-All-Cards Rule"). The same applies mutatis mutandis for the acceptance of Visa cards with regard to the categories "Consumer Immediate Debit Cards", "Consumer Deferred Debit and Credit Cards" and "Commercial Cards". The Honor-All-Cards Rule does not oblige the Merchant to offer to accept Maestro or V-Pay cards.
 6. Wirecard may, acting reasonably, amend or add to the catalogue of obligations set out in this § 4 if Wirecard considers such amendments to be necessary or expedient because of fraudulent practices or such amendments become necessary due to the requirements of the Acquirer and/or any Card Organisation.
- § 5 Duties when Accepting Card Payments, Credit Entries to the Credit of the Cardholder
- In addition to the obligations under § 7 of the General Terms and Conditions of Acceptance [Part 1] the following shall apply to the presentation of Payment Card transactions:
1. The Merchant is entitled to present all due accounts receivable from Cardholders for goods and services created by using a Payment Card in card-not-present transactions to Wirecard for settlement and Wirecard shall instruct the Acquirer to settle said accounts receivable. The Merchant is not prevented from also concluding card acceptance agreements with other payment service providers or aggregators unless the Merchant has expressly undertaken in the Contract Form to work together with Wirecard exclusively.
 2. All transactions must be settled fully and solely via the Processing Platform pursuant to § 6 sub-clause 9 et seq. of the General Terms and Conditions of Acceptance and indicate the correct merchant category allocated by Wirecard to the Merchant, so-called Merchant Category Code – MCC (and in addition – only in the case of Maestro cards – Retailer Category Code - RCC).
 3. With every order placed remotely without physical presentation of the Payment Card, the Merchant shall, prior to forwarding the transaction details to Wirecard, electronically record
 - a) the Cardholder's name and address,
 - b) the card number and period of validity of the Payment Card, as well as the date of the transaction,
 - c) the invoiced amount,
 - d) the authorisation number and
 - e) the card security code (the last three (3) digits set out in the signature field on the reverse side of the card) and forward these details in full and in readable form to Wirecard when the transaction is presented and store these details – except the card security code – for the required retention period agreed in § 8 of the General Terms and Conditions of Acceptance in appropriate protocols unless another process has been agreed on. The Merchant must transmit the information under b), c), d), e) above to Wirecard in full and in a readable format every time a transaction is presented and must transmit the information under a) to Wirecard upon request.
 4. If the Merchant offers the Cardholders a special security process in accordance with § 6 [e.g. "3-D Secure" consisting of "MasterCard SecureCode" for MasterCard and Maestro, "Verified by Visa" for Visa, and "J/Secure" for JCB] the Merchant must forward all card transactions to Wirecard using said security process and any and all transaction details through a correspondingly certified and registered platform, and must do so complying with the relevant requirements of the Card Organisations [e.g. use of logos, etc.] and complying with the relevant specifications for said security process [e.g. corresponding user manuals] as well as the agreements reached for use of said security process.
 5. The Merchant shall not present transactions for settlement which fall under § 4 sub-clause 3 to sub-clause 5 inclusive.
 6. After completing the transaction the Merchant must provide the Cardholder with a transaction receipt in writing and/or electronically. This receipt must include a clear transaction ID as well as the Merchant's internet address.
 7. In addition to § 6 sub-clause 13 of the General Terms and Conditions of Acceptance the Merchant is obliged to comply with all technical and security requirements of the Card Organisations' Card Regulations; Wirecard shall notify the Merchant of these requirements in good time in accordance with § 3 sub-clauses 1 et seq. of the General Terms and Conditions of Acceptance. The Merchant undertakes to comply with the relevant requirements of the Card Organisations in the version as applicable from time to time, particularly the requirements of the Payment Card Industry Data Security Standard (PCI DSS) and to prove compliance therewith in an appropriate manner to Wirecard upon request. Further information on this can be found at e.g. www.pcisecurity-standards.org. If necessary, the Merchant shall register with the Card Organisations and, as the case may be become certified. If certified, the Merchant shall regularly, but at least annually, send Wirecard a copy of the certificate without being asked to do so. The cost of certification shall be borne by the Merchant.
 8. The Merchant may give refunds arising out of card transactions ("Credits") only if the original card transaction is cancelled. If the card transaction has not yet been presented to Wirecard the Merchant must cancel the authorisation request using the Online Tool [cf. § 3 of the General Terms and Conditions of Acceptance]. The Merchant must reverse any refunds arising out of underlying transactions, which have been cancelled and which relate to card transactions, which have already been presented for settlement, exclusively via Wirecard, i.e. the Credit on the card account must be initiated by the Merchant via Wirecard. In that case Wirecard shall instruct the Acquirer to reverse the transaction. The Merchant may give Credits arising out of transactions via the Online Tool only by means of an electronic credit and by using the Online Tool and only in the amount of the previously executed debit. In addition the Merchant must electronically draw up a credit note with the card details and the amount of the Credit, which credit note must be signed by the Merchant and the original of which must be handed over to the customer/Cardholder. The Merchant must present the Credit to Wirecard within two Business Days of having cancelled the card transaction.
 9. The Merchant undertakes not to present any card-not-present card transactions for settlement through other Merchant ID numbers. The Merchant must settle transactions within a particular distribution channel [here: card-not-present sales] using the respective Merchant ID number allocated by Wirecard for this distribution channel.
 10. The Merchant shall present a payment transaction to Wirecard for settlement only once. If the Merchant has concluded other card acceptance agreements with other aggregators and/or acquirers in addition to this Contract, the Merchant shall only ever present one and the same card transaction to one acquirer / payment service provider / aggregator for settlement. Upon request the Merchant shall provide Wirecard with proof that each card transaction presented was based on a legal transaction with the Cardholder that was permitted under this Contract and in an amount that corresponds to the presented card transaction.
 11. The Merchant shall not present a card transaction until the goods or services underlying the card transaction have been delivered or provided to the Cardholder or recipient of the goods/services, or the Cardholder has agreed to an advanced debit or a recurring debit on the Payment Card. Upon request the Merchant must prove to Wirecard that the above conditions are met.
 12. Following authorisation of the payment with the Payment Card the Cardholder can no longer revoke the card payment in relation to the Card Issuer unless he has agreed otherwise with the Card Issuer and the payee – in this case the Merchant – has consented to such revocation. The Merchant hereby undertakes not to consent to such revocation unless it is required to do so by applicable law.

Wirecard may amend or supplement the above settlement principles immediately and without notice to the Merchant if Wirecard considers such amendments to be necessary or expedient due to fraudulent or suspicious practices or such amendments are necessary because of requirements of the Acquirer, the Card Organisations and/or applicable law.

- § 6 The use of 3-D Secure;
- If the Merchant commissions the use of the security process 3-D Secure (cf. § 5 sub-clause 4) in the Contract Form the following shall apply:
1. 3-D Secure is a security process supported by Visa and MasterCard (the "Credit Card Organisations"). Its purpose is to authenticate the use of Payment Cards and so reduce the risk of Chargebacks to the detriment of the Merchant in its function as an e-commerce merchant if Cardholders generally dispute the use of the authenticated Payment Card. The Merchant's risk of Chargebacks is only reduced in those cases of disputed instructions by Cardholders expressly specified by the Credit Card Organisations (Disputed Case, cf. § 2 sub-clause 2) and if the conditions specified by the Credit Card Organisations are complied with (hereinafter together referred to as "Conditions for 3-D Secure"). Any and all return debits (Chargebacks) for other reasons are not covered by 3-D Secure.
- Wirecard's Services
2. Wirecard is not the provider of the 3-D Secure process, rather it (itself or through the Acquirer) only supports the Merchant with the offering or with the implementation of 3-D Secure transactions. Wirecard's services comprise supporting the Merchant's technical connection to participate in the 3-D Secure process by making it possible to use a so-called MPI (Merchant Plug-in; a software component, which supports the merchant system in the 3-D Secure process, particularly with regard to enquiries made to the Credit Card Organisations' servers) at Wirecard ("Technical 3-D Secure Connection") and the forwarding of information between the Merchant and the other parties involved in the implementation of the 3-D Secure process. In detail Wirecard provides the following services in this regard:
 - a) Registration of the Merchant with the Card Organisations for 3-D Secure by registration with the Card Organisations' so-called Directory Server;
 - b) Provision of the interface specifications for technically connecting the Merchant;
 - c) Processing and documentation of authentication transactions in accordance with the Conditions for 3-D Secure via the Processing Platform (cf. § 6 sub-clause 9 of the General Terms and Conditions of Acceptance). Wirecard has the obligation to process requests for authorisation only insofar as and with the content of said information as has been transmitted to Wirecard by the Merchant or by a third party commissioned by the Merchant to connect the Merchant to the 3-D Secure process technically.
 3. Wirecard has no influence over the content of the Conditions for 3-D Secure. The Merchant has a duty to inform itself and keep itself informed about the Conditions for 3-D Secure and shall ensure that it complies with the Conditions for 3-D Secure.
- The Merchant's Obligations
4. If use of the 3-D Secure process is commissioned the Merchant shall have an obligation to ensure:
 - a) that all of the requirements and processes are complied with by the Merchant itself or by the third party commissioned to connect the Merchant technically to the 3-D Secure process (in particular enabling the use of the so-called Merchant Plug-In ("MPI") in accordance with the Conditions for 3-D Secure as well as in accordance with the interface specifications, in particular that the certifications, registration procedures and test procedures required by the Card Organisations are undergone;
 - b) that the Merchant, or the third party commissioned by the Merchant: (i) processes the authentication transactions in accordance with the Conditions for 3-D Secure, including properly transmitting necessary information to Wirecard (e.g. information on results of the authentication requests) relating to the submission of transactions, and (ii) holds the necessary documentation relating to the authentication and authorisation transactions ready for the purposes of proof in view of Chargebacks that may occur.

In all other respects § 6 sub-clauses 9 to 1713 to 0 of the General Terms and Conditions of Acceptance (Part 1) applies mutatis mutandis.

If the Merchant uses its own third-party Merchant Service Provider the Merchant shall be liable for non-compliance with the requirements and processes of the Conditions for 3-D Secure by said service provider in relation to Wirecard as though it was its own breach of duty.
 5. Wirecard shall allocate a separate Merchant ID to the Merchant for the use of 3-D Secure. 3-D Secure transactions must be executed solely using the Merchant ID allocated for this purpose. Said Merchant ID must be used solely for processing 3-D Secure transactions and may not be used for carrying out non-3-D Secure transactions.
- Termination/Suspension of the use of 3-D Secure
6. The right to use 3-D Secure in accordance with this § 6 shall lapse (i) automatically upon termination of these Special Terms and Conditions for the "Acceptance of Cards in Card-Not-Present Transactions" or (ii) if the mandate to use 3-D Secure is terminated by one of the parties with a notice period of 10 Business Days or (iii) is terminated by one of the parties for good cause. There shall be good cause if the Merchant or the service provider commis-

sioned by the Merchant breaches obligations under § 6 and/or the Conditions for 3-D Secure. Irrespective of the above-mentioned grounds for termination Wirecard shall be entitled to prohibit the Merchant from continuing to use 3-D Secure or to suspend it from 3-D Secure transactions if and to the extent that the Merchant or the service provider used by the Merchant intentionally or negligently breaches the provisions of this § 6 and/or the Conditions for 3-D Secure. Wirecard shall promptly inform the Merchant of any suspension from 3-D Secure transactions.

- § 7 Authorisation of Transactions
1. Each card transaction always requires online authorisation from Wirecard regardless of its amount. Wirecard issues the Merchant with an authorisation number together with the online authorisation.
 2. By issuing the authorisation number Wirecard confirms that, at the time of authorisation, use of the Payment Card is not restricted under the scope of this Contract, the Payment Card has not been declared invalid on any blacklist of the Card Organisations or similar lists or other notices and that the transaction amount is within the transaction limit. The authorisation number does not include an undertaking to pay. In particular Wirecard remains entitled to make a Chargeback in accordance with § 10.
 3. The authorisation number is issued or rejected automatically; in the event of rejection an error notification is transmitted.
 4. It is not possible to settle card transactions if there is a disruption in the online transmission or some other operational disruption. No manual or other settlement method is permitted.
- § 8 Fees, Reimbursement of Expenses
- In addition to § 9 of the General Terms and Conditions of Acceptance the following provisions shall apply to the charges and expenses to which Wirecard is entitled in return for the services under these Special Terms and Conditions.
1. Wirecard shall as a general rule indicate the charges to be paid by the Merchant for the individual types of card of the Card Organisations VISA and MasterCard separately. However, they shall not be indicated separately if the charges for the individual types of card of the Card Organisations VISA and MasterCard are identical; the Merchant hereby expressly declares that it is in agreement that in this special case the charge stipulated in the Contract Form for all of the individual types of card of the Card Organisations VISA and MasterCard are deemed to be agreed and that the charges are not indicated separately as described above.
 2. The agreed discount/disagio agreed in the Contract Form (as part of the charges) has been calculated on the basis of the total value of all transactions (transaction volume) per month as well as the average transaction amount per month (total value of all transactions in relation to the number of transactions) as stated by the Merchant at conclusion of the Contract or when a change is agreed on; it shall in each case be charged on the transaction's final invoice amount.
 3. Wirecard is entitled to amend the discount/disagio agreed in the Contract Form or to fix a separate transaction fee if the average transaction amount per month as stated by the Merchant upon conclusion of the Contract or when a change is agreed is fallen short of by more than 10 % for more than one (1) month. The Merchant's and Wirecard's rights of termination pursuant to § 2 sub-clause 4 (Merchant) and sub-clause 5 (Wirecard) of the General Terms and Conditions shall apply mutatis mutandis.
 4. In the context of these Special Terms and Conditions the expenses within the meaning of § 9 sub-clause 4 of the General Terms and Conditions of Acceptance also include:
 - a) All penalties, Chargebacks (cf. § 10) or other charges by the Card Organisations (e.g. for registering the Merchant in special merchant programs), which the Card Organisations impose on Wirecard - as the Card Organisations' licensee - either directly or indirectly on the basis of the Card Regulations (cf. § 2), to the extent that said penalties or other charges were caused by the Merchant's transactions or any act and/or omission of the Merchant and were charged on the basis of the Card Regulations.
 - b) Provided the use of 3-D Secure has been commissioned in accordance with § 6, Wirecard's payment obligations arising out of claims of third parties based on the fact that the Merchant or the service provider commissioned by the Merchant has breached the obligations under § 6 and/or the Conditions for 3-D Secure.
 5. If Wirecard additionally issues a separate invoice, in which the fees for the transactions presented by the Merchant are indicated separately and broken down according to each Card Organization and each type of card used (e.g. VISA Commercial Card, VISA Consumer deferred debit and credit cards, MasterCard Debit Card transactions etc.) (hereinafter referred to as "Detailed Breakdown of Charges") Wirecard shall be entitled to charge an additional service charge in accordance with the price list for preparing the Detailed Breakdown of Charges in view of the extra work involved. The Merchant hereby expressly waives being furnished with such a Detailed Breakdown of Charges.
 6. The charges and expenses shall be billed by e-mail or via the Online Tool; the notification shall be effected in the frequency agreed with the Merchant. In this regard § 10 sub-clause 5 to sub-clause Error! Reference source not found. of the General Terms and Conditions of Acceptance shall apply mutatis mutandis.

- § 9 Payout Claims, Assignment of Claims
The following shall apply in addition to § 10 of the General Terms and Conditions of Acceptance:
1. The transaction sums shall be paid out by bank transfer to the Merchant's account stipulated in the Contract Form.
 - a) after the expiry of the respective regular payout period agreed with the Merchant in the Contract Form;
 - b) subject to the proviso that the following prerequisites for payment out under § 9 sub-clause 5 are fulfilled, and
 - c) subject to a Chargeback pursuant to § 10.
 2. The amount to be transferred shall in each case be the amount resulting from the card sales presented less
 - a) the Holdback (§ 12) for the payout period concerned,
 - b) as the case may be Chargebacks within the meaning of sub-clause § 10 that have accrued up until the time of payout,
 - c) charges and expenses owed to Wirecard in accordance with the provisions of this Contract and within the meaning of § 8 (e.g. the discount, other agreed settlement charges, fees for foreign transfers and/or transfers to foreign currency accounts, costs due to currency fluctuations) as well as
 - d) as the case may be, other deduction items within the meaning of § 10 sub-clause 1 of the General Terms and Conditions of Acceptance.
Any value added tax which may accrue on the above-mentioned deduction items shall remain unaffected.
 3. The minimum payout amount shall be EUR 50.00. Amounts below this payout limit shall be accumulated and shall not be paid out to the Merchant until they exceed this limit, at the latest upon termination of the Contract.
 4. Unless otherwise provided by mandatory statutory provisions, Wirecard can instruct the Acquirer to withhold the payouts it is obliged to make to the Merchant due to its own claims (or those of the Acquirer), even if said claims are not based on the same legal relationship.
 5. Wirecard shall only instruct the Acquirer to make the payouts to the Merchant if the following conditions are met:
 - a) Acceptance of the Payment Card as the means of payment is permitted under § 4 and at the time when the transaction was presented the Merchant had no knowledge that the card had been declared invalid by means of black lists or other notices;
 - b) The settlement principles under § 4 and § 5 have been complied with, in particular the Merchant has not yet presented the card transaction concerned to Wirecard or another aggregator / payment service provider / acquirer, with whom the Merchant has concluded an agreement regarding the acceptance of cards (cf. the Prohibition of Multiple Presentments, Part 5 § 5 sub-clause 10); the technical Prerequisites for Connection under § 6 sub-clauses 10 to 0 and the duties as to conduct under § 6 sub-clauses 26 and 27 of the General Terms and Conditions of Acceptance have been complied with;
 - d) The Merchant has received a card-not-present sales order from the Cardholder, according to which the latter wishes to pay using his Payment Card;
 - e) The transaction date falls within the Payment Card's period of validity;
 - f) The card sale was authorised by the Wirecard online; in the case of card-not-present sales transactions, issuing authorisation with an authorisation number (as regards this cf. § 7) may also be made dependent on identification measures, such as e.g. the transmission of a copy of photo identification of the Cardholder;
 - g) The period between the date of requesting authorisation (day on which the authorisation number is allocated) and the date of performance (day on which the goods are sold or on which the service is rendered, hereinafter referred to as "Performance Date") does not exceed seven (7) calendar days at the most;
 - h) The total amount of goods/services sold or rendered, which in the case of a cash transaction would have been settled in one amount, has not been divided into several transactions;
 - i) All sale details have been forwarded to Wirecard correctly, completely and within two (2) Business Days within the meaning of § 2 sub-clause 27 of the General Terms and Conditions of Acceptance following the Date of Performance;
 - j) The sale is made out in a contractually agreed transaction currency;
 - k) The Merchant's special obligations in electronic commerce under § 7 of the General Terms and Conditions of Acceptance have been complied with, in particular the Merchant has informed the Cardholder fully and correctly of the Merchant's full name and address, including the Merchant's Internet address and e-mail address, and has clearly designated itself to the Cardholder as the Cardholder's responsible contract partner and has made its general terms and conditions of business easily accessible to the Cardholder so that it is possible for the Cardholder to become aware of all of the essential terms and conditions (particularly his rights such as e.g. the right of cancellation or right of return and any restrictions of use) which are required in order to be able to make a proper decision about the purchase of the goods/services concerned; and
 - l) The Merchant has sent a confirmation of order and/or invoice in writing or by e-mail with a note that the Cardholder's card account will be debited; the complete card number, the card security code and the period of validity may not appear on such confirmation for reasons of security.
 6. Irrespective of § 2 sub-clause Error! Reference source not found. of the General Terms and Conditions of Acceptance Wirecard shall be entitled, acting

reasonably, to amend or supplement the prerequisites for payout immediately and without notice if Wirecard considers said amendments to be necessary due to fraudulent or suspicious practices or said amendments become necessary because of requirements of the the Acquirer, the Card Organisations and/or applicable law.

7. The Merchant hereby assigns all of its claims against the Cardholder arising out of goods/services and which have been created by use of the Payment Card (claims arising out of the underlying transaction) as well as any claims against the Card Issuer, which are in connection with use of the Payment Card, to Wirecard. Wirecard accepts said assignment. The assignment shall become effective when Wirecard receives the presentment of the transaction, § 10 sub-clause 1 shall remain unaffected.

§ 10 Chargebacks

1. Any payment obligation on the part of Wirecard (itself or through the Acquirer) relating to the respective card transaction shall lapse if one of the prerequisites for payment out under § 9 sub-clause 5 is not met or is not met in full (even if this was not yet apparent at the time of the payout by Wirecard) and if the corresponding amount of the card transaction (card transaction amount) has been charged back to the Acquirer by the Card Issuer; if the Acquirer, acting on Wirecard's instructions, has nevertheless made payments in said cases, Wirecard can demand that they be charged back or offset by the Merchant in accordance with § 10 sub-clause 2 of the General Terms and Conditions of Acceptance (Part 1). Such a Chargeback is affected plus the charges that accrue for a Chargeback.
2. Wirecard can instruct the Acquirer to make a Chargeback or set-off in accordance with sub-clause 1 above in conjunction with § 10 sub-clause 2 of the General Terms and Conditions of Acceptance if the Cardholder does not recognise a debit and demands cancellation of the debit on his card account held at the Card Issuer or refuses to make the payment and declares in writing within six (6) months after his card account has been debited or after the goods/services have been rendered to the Cardholder the Cardholder:
 - a) That he/she has not given any instruction to pay using his/her Payment Card or has not done so in the amount debited from him/her (Disputed Case, cf. § 2),
 - b) That the goods/services were not rendered at all or not to the agreed delivery address or at the agreed time;
 - c) That the goods/services did not correspond to a description which existed at the time of purchase or that the Cardholder has returned the goods to the Merchant or has cancelled the contract or the service or
 - d) That the delivery received by the Cardholder was defective or damaged, unless
 - (i) Regarding (a) there is no Chargeback right pursuant to § 10 sub-clause 4 or
 - (ii) Regarding b) to d) the Merchant proves proper performance within fourteen (14) days following a corresponding request by Wirecard.
The proof mentioned under (ii) above for the avoidance of a Chargeback is not possible if the card transaction is less than € 10.00.
3. The Merchant must pay back if the underlying transaction between the Merchant and the Cardholder is void or has been cancelled by revocation, avoidance or termination by the Cardholder.
4. There shall be no Chargeback right under § 10 sub-clause 2 a) if
 - a) in the Contract the Merchant has chosen the form of agreement "With a promise to pay in the event that the Cardholder disputes having given the instructions" and the Merchant submits the complete documentation relating to the order in accordance with § 5 sub-clause 3 and it arises therefrom that the customer (even if the customer's identity can no longer be determined) issued an instruction to debit the respective card account, unless the Merchant knew or ought reasonably to have known that the instruction did not come from the Cardholder or
 - b) Wirecard can prove to the rightful Cardholder's Card Issuer with the cooperation of the Merchant that
 - (i) the Merchant carried out the card transaction by properly using a special security process (see § 5 sub-clause 4, § 6) and
 - (ii) all prerequisites, particularly the prerequisites stipulated in the applicable rules and regulations of the Card Organisations for the security process concerned, for a shift of liability (so-called "liability shift") or for the Card Issuer to assume liability are met (Wirecard shall provide details about this upon request) and
 - (iii) a code for the reason for disputing that the instructions were given was in fact issued in accordance with the terms and conditions applicable to the special security process and for which the Card Issuer has declared that it will assume liability and furthermore
 - (vii) the Merchant has fulfilled all of the obligations under this Contract as well as all obligations under the requirements of the Credit Card Organisations with regard to compliance with the special security process applicable from time to time (e.g. 3D Secure).
5. If the proportion of Chargebacks arising out of payment card transactions at the Merchant exceeds 1 % of the number of such transactions (only debits, no credits) or 2 % of the total transaction volume ("Limits") over a period of one (1) month Wirecard shall immediately notify the Merchant thereof.
6. When calculating the proportion of Chargebacks, account shall also be taken of those transactions/sales where the Merchant issues Credits to the Cardholders before a Chargeback is made in order to avoid such Chargeback and thereby not exceed the Limits mentioned in § 10 sub-clause 5. This is always

to be presumed if the Credit is issued after Wirecard has received a query from the Card Issuer regarding a transaction and has forwarded said query to the Merchant for clarification.

7. The provisions of this § 10 shall continue to apply for a further period of eighteen (18) months following the termination of this Contract. Wirecard's rights to impose Chargebacks on the Merchant are not limited by the issue of the authorisation number by Wirecard (§ 7 sub-clause 1).
8. In the event of any Chargeback under this § 10 Wirecard shall reassign the Merchant's claim against the Cardholder which underlies the Chargeback back to the Merchant (cf. § 9 sub-clause 7) upon complete satisfaction of the corresponding Chargeback claim by the Merchant. The Merchant hereby accepts said reassignment. The Merchant does not have any right to reassignment of the service charge which accrued for the transaction concerned because Wirecard has rendered the service paid for.

§ 11 Liability, Indemnity Obligation, Objections resulting from the Transaction with the Cardholder

The following shall apply in addition to the liability provisions under § 4 of the General Terms and Conditions of Acceptance (Part 1) and in connection with possible objections:

1. If the Merchant fails to implement or comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS") in accordance with the stipulations of this Contract (cf. § 5 sub-clause 7), does not do so in full or does not do so in due time ("Breach of the PCI DSS") the Merchant must pay Wirecard damages for the extra cost incurred in implementing this Contract due to the Breach of the PCI DSS, which damages shall be in the amount of € 250.00 for each month in which the Merchant breaches the PCI DSS. This shall not apply if the Merchant proves that Wirecard did not suffer any loss whatsoever due to the Breach of the PCI DSS or suffered only minor loss.
2. This shall be without prejudice to any further claims for damages by Wirecard pursuant to this Contract or pursuant to the statutory provisions; it shall likewise be without prejudice to Wirecard's contractual rights of termination.
3. If penalty charges are imposed on Wirecard by the Acquirer pursuant to the Acquirer having penalty charges imposed on it by the Card Organisations for excessive chargeback rates (so-called "Excessive Chargebacks") because the limits stipulated in § 10 sub-clause 5 are exceeded or because of a negligent or intentional breach of a Material Contractual Obligation by the Merchant or otherwise, the Merchant shall indemnify Wirecard from and against any such penalty charges or shall refund Wirecard any penalty charges paid by way of damages. For this, it shall be irrelevant whether the penalty charge is justified in the relation between the Wirecard, the Acquirer and the Card Organisations. The duty to indemnify shall also apply if the Merchant had no opportunity of raising objections or defences prior to payment by Wirecard; as far as this is concerned Wirecard is not obliged to allow the Merchant the possibility of negotiating, or suchlike, with any Card Organisation prior to payment of the penalty charges by the Merchant. Wirecard shall, upon request, provide the Merchant with a catalogue of the current penalty charges. The Merchant shall remain entitled to prove less damage; Wirecard shall remain entitled to prove greater damage. Sentence 1 above applies mutatis mutandis for other claims of third parties against Wirecard based on the fact that the Merchant or a third party employed by the Merchant intentionally or negligently breaches its obligations under this Contract. Other provisions on liability in the respectively incorporated Special Terms and Conditions or based on statute remain unaffected.
4. If a Chargeback has been lawfully made under § 10, any further claims and any objections by the Merchant against Wirecard – for example arising out of the law governing unjust enrichment – shall be excluded. The Merchant shall remain at liberty to turn directly to the Cardholder in order to assert its payment claim arising out of the underlying transaction which it concluded with the Cardholder.

§ 12 Holdback/Provision of Security

The following shall apply in addition to the General Terms and Conditions of Acceptance (Part 1):

1. From every transaction Wirecard shall instruct the Acquirer to retain the portion/percentage of the final invoice amount defined in the Contract Form ("Holdback"). Wirecard shall not pay said Holdback out to the Merchant until after the expiry of the holdback period agreed in the Contract Form, in each case, however, after a maximum of 180 days.
2. If, due to breaches of contract by the Merchant, it has to be assumed that such breaches will lead to penalty charges by the Card Organisations, for which the Merchant has to reimburse Wirecard the expenses pursuant to § 8 sub-clause 4 and/or, from and against which it must indemnify Wirecard in accordance with the provisions of the Contract, Wirecard may demand a payment in advance equivalent to the prospective penalty charge.
3. Wirecard shall instruct the Acquirer to separate the amounts held back within one working day after the statement of account has been issued and transfer such amounts to a separately held account.
4. Wirecard has a right to instruct the Acquirer to realise the Holdback as soon as the Merchant does not pay following a written statement of account or equivalent payment statement within two (2) weeks of the date of the statement of account.
5. Wirecard shall regularly review the amount of the Holdback and shall as-

sess the extent of the security risk. If the amount of the Holdback exceeds the foreseeable security requirement by more than 10 % Wirecard shall instruct the Acquirer to pay out the excess amount. If – according to the chargeback rates to date and the estimated future development thereof as well as penalties already addressed or to be expected – the estimated security requirement exceeds the Holdback, Wirecard shall have the right, acting reasonably, to change the amount of the Holdback and/or to reasonably extend the holdback period. Wirecard's Security Requirement shall particularly be increased if:

- a) the Merchant's chargeback rate exceeds the Limits mentioned in § 10 sub-clause 5 or has actually increased by more than 50 % compared to the preceding month;
- b) the Merchant's transaction amounts fall significantly;
- c) Notice to terminate the Contract is given.
6. After termination of the contractual relationship the Holdback shall in any event remain with Wirecard (held by the Acquirer) for a further nine (9) months in order to secure any claims for recovery resulting from Chargebacks. Wirecard shall instruct the Acquirer to transfer the remaining credit balance to the Merchant's account designated to Wirecard nine (9) months after termination or expiry of the Contract. If it has to be assumed that, due to breaches of contract by the Merchant, penalties will be imposed by the Card Organisations, the remaining credit balance can be retained for up to twelve (12) months after termination of the Contract. After expiry of the holdback period Wirecard shall instruct the Acquirer to pay out the remaining amount to the Merchant.
7. The Merchant's claims to the return of any security retained must be asserted in writing to Wirecard within a preclusion period of six (6) months following the expiry of the six-week deadline for statements of account that have been issued in accordance with § 10 sub-clause 5. Reference source not found. of the General Terms and Conditions of Acceptance (Part 1). Any later assertion is precluded; this provision does not apply to claims, about the existence of which the parties began negotiating before expiry of the six-month deadline.

§ 13 Advertising and Marketing

1. The Merchant is obliged to make the marks/logos/other distinctive signs, which advertise the possibility of paying by Payment Cards, clearly visible on its website.
 2. If the Merchant carries out direct mail campaigns or other forms of advertising the relevant symbols and logos may only appear in connection with the payment details or payment notes and on no account on the first page of any such direct mail. If the direct mail campaign is directed at the holders of only one type of Payment Card the direct mail campaign must include an express note to the effect that the respective Card Organisation does not assume any responsibility for the respective offering and does not support it. Before sending out the first samples of a direct mail campaign the specific design of the direct mail campaign or of the advertising must be approved by the respective Card Organisation. The above provision applies mutatis mutandis to mail campaigns sent by e-mail.
- If one of the Card Organisations requires, whether directly or through Wirecard or the Acquirer, that use of the respective trademark/logo must cease or requires that it be adapted to be in line with the requirements of the respective Card Organisation, the Merchant shall promptly comply with this requirement at its own cost.

§ 14 Merchant Category Code, Duty to Disclose Information, Audits

1. Based on the details provided by the Merchant about the businesses operated by the Merchant, Wirecard shall allocate the Merchant one or more Merchant Category Codes. The Merchant must notify Wirecard of every change to its business so that Wirecard can, if appropriate, adjust the Merchant Category Code.
2. On request the Merchant shall permit Wirecard, the Acquirer, the Card Organisations or a third party instructed by Wirecard, the Acquirer or the Card Organisations to inspect the business premises of the Merchant in order to enable Wirecard to check that the provisions of this Contract as well as the requirements of the Card Organisations are being complied with by the Merchant. In doing so, checks may be made as to whether, and the extent to which, the Merchant's organisational measures are appropriate in accordance with the standards customary in the trade for preventing fraudulent use and/or other manipulation of any kind of the Merchant's systems. The Merchant undertakes that it will - at its own cost - fully cooperate with and enable such inspections/audits. The Merchant is obliged to enable any security audit (e.g. PCI audit) carried out by the Card Organisations or by a third party commissioned by the Card Organisations to be performed and to cooperate without limitation, to the best of its ability and at its own cost.
3. The Merchant must ensure that all inspections/audits can be carried out directly in relation to and at the business premises of the technical service providers and other subcontractors commissioned by the Merchant and vicarious agents of the Merchant, whom the Merchant has commissioned in connection with the submission and processing of card transactions.

§ 15 Term, Termination

1. In derogation from § 12 sub-clause 1, 4 and 5 of the General Terms and Conditions of Acceptance (Part 1) this Contract shall have a term of two (2) years ("Initial Term"). Unless terminated in writing by either party with one (1) month's notice to the end of the Initial Term the Contract shall automatically be extended for an indefinite period of time. After expiry of the Initial Term this

- Contract can be terminated in writing with one month's notice.
2. Irrespective of the other rights of termination that exist under this Contract, Wirecard shall have a special right of termination to be exercised observing three (3) months' notice ending with the end of a month in the event that one of the Card Organisations requires that this Contract between Wirecard and the Merchant is terminated.
 3. In addition to § 12 sub-clause 9 of the General Terms and Conditions (Part 1) Wirecard may terminate immediately and without notice
 - a) the proportion of Chargebacks from card transactions over a period of two (2) months ("Assessment Period") exceeds 2% of the total turnover volume or 1% of the number of transactions (§ 10 sub-clause 6 applies mutatis mutandis to the calculation); during the first six (6) months after the Contract entered into force the Assessment Period is reduced to one (1) month and/or
 - b) The Merchant breaches any Material Contractual Obligation (including but not limited to non-compliance with the obligations stipulated in § 4, § 5 and § 6 of these Special Terms and Conditions as well as the obligations stipulated in § 6 and § 7 of the General Terms and Conditions of Acceptance as well as the operating regulations of the Card Organisations). Such breaches are in particular:
 - (i) If the Merchant (also) submits to Wirecard not only sales from its own business but also sales by third parties (so-called "Third Party Processing");
 - (ii) If the Merchant does not show the Cardholder the country, in which the branch office of the Merchant entering into the contract has its registered office (seat), prior to the completion of the payment process;
 - (iii) If the Merchant's website is not available in at least one European language (e.g. English);
 - (iv) The Merchant does not point out his general terms and conditions of business to Cardholders in a clearly visible manner;
 - (v) If the Merchant fails to clearly draw attention on its web page to the Card Organisations' trade marks to be used;
 - (vi) If the Merchant does not submit any transactions to Wirecard for card settlement within a period of three months of the Contract having entered into force;
 - (vii) If the Merchant does not present any, or only a minimal (in terms of the number of transactions and volume of sales) card transactions to Wirecard for a period of three (3) months. Sales are negligible if the actual number of transactions or the actual sales fall short of the Merchant's forecast figures (merchant configuration) by more than 75%;
 - (viii) If despite request by Wirecard, the Merchant does not implement the technical and security requirements of the Card Organisations, in particular the PCI DSS or does not do so in due time.
 4. Wirecard can terminate this Agreement – also in part in relation to individual types of Payment Card – with one (1) month's notice ("Special Right of Termination") if the Acquirer (i) ceases the settlement of card transactions for certain types of card (e.g. MasterCard, Visa or Maestro) or (ii) loses any licences and/or permits that are necessary to enable Wirecard to render the performances under this Contract (e.g. software licenses, licences from the Credit Card Organisations).
 5. If the Merchant has decided on the contract alternative "With a promise to pay even in the event that the Cardholder disputes having given the instructions", Wirecard shall be entitled to terminate extraordinarily with two (2) weeks' notice if the amount of the Chargebacks assumed by Wirecard, which cannot be charged on to the Merchant, during the previous month exceeded 3 (three) % of the total turnover volume in said month.
 6. Wirecard expressly reserves the right to partial termination only in relation to settlement with only one (1) Card Organisation / certain Card Organisations (i.e. for example only MasterCard, Maestro, Visa, Diners/Discover and/or JCB) in accordance with this § 15.

Part 6

Special Terms and Conditions for Alternative Payment Methods

- § 1 Scope of Application
1. The Special Terms and Conditions set out below ("Special Terms and Conditions for the Acceptance of Alternative Payment Methods") shall apply to Wirecard facilitating the acceptance of alternative payment methods ("Payment Methods") in card-not-present transactions for merchants who offer their customers the possibility of making payment by Payment Methods in a distance selling environment. The Special Terms and Conditions for the Acceptance of Alternative Payment Methods apply in addition to Wirecard's General Terms and Conditions of Acceptance. The Special Terms and Conditions for the Acceptance of Alternative Payment Methods, the General Terms and Conditions of Acceptance and the Contract Form together form an undivided contract (hereinafter referred to as "Contract"). References to §§ refer to the provisions of these Special Terms and Conditions for the Acceptance of Alternative Payment Methods, unless express reference is made to the provisions in the General Terms and Conditions of Acceptance or in other Special Terms and Conditions.
 2. If the Merchant holds accounts with the Acquirer for the purposes of processing transactions with alternative Payment Methods under this Contract, special account terms and conditions shall apply between the Acquirer and the Merchant for the setting up and use of said accounts, which terms and

conditions shall be agreed in addition to this Contract when the accounts are opened.

Requirements of the Providers of the Payment Methods

According to the binding rules of the providers of the Payment Methods, returns of payments in card-not-present sales may be made under certain circumstances, which vary depending on the Payment Method, if the customer generally disputes having given the instruction to debit his payment account (each a „Disputed Case“); in addition other reasons for a return can also lead to returns. In a Disputed Case the return generally has to be effected because the provider of the chosen Payment Method cannot prove the customer's corresponding instructions / customer's authorisation of the payment transaction. In the event of any such return, the Acquirer must pay the collected amount back to the provider of the Payment Method or to the Intermediary Service Provider even if the Merchant is able to provide other proof of the purchaser's/customer's identity.

§ 2 Subject Matter of the Contract, Types of Contract

1. The Merchant instructs Wirecard to instruct the Acquirer to settle the payment transactions submitted by the Merchant in compliance with the provisions applicable for the respective Payment Method concerned and to instruct the Acquirer to pay the sums underlying the payment transactions out to the Merchant provided that the Acquirer has actually received the sums from the provider of the respective Payment Method or from the respective Intermediary Service Provider for the Payment Method.

§ 3 Prerequisites for the Acceptance of the Payment Methods Defined in the contract form

1. The Merchant is authorised to allow goods/services to be paid for by the Payment Methods defined in the Contract Form in card-not-present sales in general or in individual cases in accordance with this Contract. The Merchant will not accept payment by said Payment Methods if there is cause to believe that there is a case of fraudulent or other unauthorised use.
 - a) If the Merchant accepts the Payment Methods it undertakes to offer to sell all goods and/or services offered by the Merchant to the respective customers for cashless payment for the same prices and upon the same terms as are applicable to customers wishing to use another payment method unless otherwise expressly agreed between Wirecard and the Merchant.

The Merchant is not authorised to accept the Payment Methods as a means for paying back a previously granted loan or a cash payment previously made by the Merchant.

The acceptance of the Payment Method and the collection of the payment details may only be affected for the purpose of paying for goods/services of the Merchant and on the basis of a direct contractual relationship with the customer. The Merchant is not authorised to accept Payment Methods as a means of payment for goods and/or services:

 - b) which are not provided for its own account or are provided by order of a third party or which are provided by various providers, i.e. the Merchant may not for example submit transactions for its own services/sale of goods together with transactions of other providers to Wirecard bundled as the Merchant's own transaction or have the aforesaid submitted by third parties as their own transaction; cross-selling (e.g. offerings of third parties to customers made in parallel to the Merchant's offerings and the passing on of the customer's details to third parties – including affiliated undertakings of the Merchant) is not permitted.
 - c) that are not rendered in the Merchant's ordinary course of business stated in the Contract Form; in particular no grant of credits or other cash payments may underlie such goods/services;
 - d) where the transaction amount to be processed does not originate from the Merchant's line of business;
 - e) the content of which is illegal or immoral; this particularly applies to goods/services in connection with gambling, which are illegal under applicable law;
 - f) which show content which is subject to applicable law governing the protection of young persons; or
 - g) which serve as, or are associated with, instructions on how to produce weapons, bombs or other explosive devices.
 2. Payment Methods may not be accepted as payment to meet an uncollectible debt or to pay for a cheque that has not been honoured.
 3. If the customer makes it discernable to the Merchant that he is giving contradictory or incorrect details in connection with the placement of the order and/or the request for the payment details the Payment Method may not be accepted. This also applies if the order itself is unusual (e.g. because the same customer orders more than five (5) identical items or services on two consecutive days or in aggregate in several orders or uses more than one Payment Method or the security features allocated to said respective Payment Method) or there are other reasons for suspecting that the Payment Method or the payment details are being used fraudulently or suspiciously. Wirecard may amend or supplement the above Terms and Conditions for the acceptance of payment immediately and without notice if Wirecard considers said amendments to be necessary due to fraudulent practices or because amendments become necessary because of requirements of the Acquirer, the providers of the Payment Methods or of the Intermediary Service Provider, through whom the Acquirer procures the right to offer the Payment Methods under this Contract.

§ 4 Duties when Accepting Payments, Customer Credits, Connecting to Wire-

- card Via the Interface or the Virtual Terminal
1. Merchant is entitled to submit all due accounts receivable from customers for goods and services, which have been created by using a Payment Method in card-not-present transactions, to Wirecard for settlement through the Acquirer and to settle said accounts receivable through the Acquirer. The Merchant is not prevented from also concluding contracts with other payment service providers for the acceptance of the Payment Methods governed by this Contract unless the Merchant has expressly undertaken in this Contract to work with Wirecard exclusively.
 2. All transactions must be fully processed using exclusively the method of communication permitted by Wirecard and more particularly defined in the interface specifications and in compliance with the rules described therein (e.g. on the content of the data to be delivered, data format etc.).
 3. With every order placed in a card-not-present transaction, the Merchant shall, prior to forwarding the payment transaction to Wirecard, electronically record
 - a) the customer's name and address,
 - b) the date of the transaction,
 - c) the invoiced amount and
 - d) as the case may be, the details necessary for the respective Payment Method, as set out in the technical Specifications as sent to Merchant and amended from time to time
 - e) [all of the above-mentioned details in the context of this Contract hereinafter referred to as „Transaction Details“], forward said Transaction Details in full and in a readable format to Wirecard when the transaction is submitted in accordance with the “Specifications” and – except for certain security details – store said details for the required retention period in appropriate protocols unless another process has been agreed on. The Merchant has no obligation to store the Transaction Details if the Merchant has chosen to be connected via the virtual terminal and has so instructed Wirecard. The Merchant must submit the information under b), c), and d) above to Wirecard in full and in a readable format every time a transaction is submitted and must submit the information under a) at Wirecard's request.
 4. If the Merchant offers customers a special security process the Merchant must forward all payment transactions to Wirecard using said security process(es) and any and all Transaction Details through a correspondingly certified and registered platform, and must do so complying with the relevant requirements of the providers of the Payment Methods (e.g. use of logos, etc.) and complying with the relevant specifications for said security process(es) (e.g. corresponding user manuals) as well as the agreements reached for the use of said security process(es). The Merchant shall only submit transactions for settlement that are not based on a case which falls under Clause 3(3) to Clause 3(5).
 5. After completing the transaction the Merchant must provide the customer with a transaction receipt in writing and/or electronically. Said receipt must include a clear transaction ID as well as the Merchant's web address.
 6. The Merchant undertakes to create the technical requirements for the communication with the technical systems of Wirecard in accordance with the specifications of Wirecard, of the provider of the Payment Method itself, or of the respectively Intermediary Service Provider, and to do so itself or to have said requirements created by a commissioned third party, and to maintain them during the term of this Contract. This can – at the Merchant's option – be done in two alternative ways:
 - a) By the Merchant's systems being directly connected to Wirecard's systems via an interface as defined in the interface specifications (hereinafter referred to as „Connection via the Interface“) or
 - b) By the Merchant using Wirecard's so-called virtual terminal (hereinafter referred to as „Connection via the Virtual Terminal“).

The Merchant undertakes to create and maintain during the term of this Agreement and in accordance with the specifications provided by Wirecard the prerequisites for connecting the Merchant via the Interface or via the Virtual Terminal – depending on the type of connection chosen – and for communicating with Wirecard's (technical) systems (hereinafter referred to as the „Prerequisites for Connection“). The Merchant undertakes to implement all alterations and modifications to, and other developments of, the specifications, of which Wirecard notifies the Merchant in writing and in good time, usually at least 6 (six) weeks before they take effect, and to do so in a timely manner. The Merchant is aware and acknowledges that fulfilment of the Prerequisites for Connection by the Merchant is a prerequisite for Wirecard to be able to render it services properly under this Contract.
 7. The Merchant further undertakes to comply with the requirements laid down in the “Specifications” and the general procedural requirements, particularly to comply with all of the technical, procedural, security and other requirements that are to be observed in connection with acceptance and use of the Payment Methods. Wirecard shall notify the Merchant of said requirements in good time. The Merchant particularly undertakes to comply with the requirements applicable to the Payment Methods in the version as applicable from time to time, and to prove compliance therewith in an appropriate manner to Wirecard upon request. If necessary, the Merchant shall register for the Payment Methods and, as the case may be become certified. If certified, the Merchant shall regularly, but at least annually, send Wirecard a copy of the certificate without being asked to do so. The cost of certification shall be borne by the Merchant.
 8. The Merchant shall submit a payment transaction or a transaction effected

- by the customer to Wirecard for settlement by the Acquirer only once. If the Merchant has concluded other similar agency agreements with other payment service providers in addition to this Contract, the Merchant shall furthermore without exception in each case only ever submit one and the same transaction to one payment service provider for settlement (“Prohibition of Multiple Submissions”). Upon request the Merchant shall provide Wirecard with proof that each transaction submitted was based on a legal transaction with the customer, which was permitted under this Contract and was in the amount that corresponds to the submitted transaction.
 9. The Merchant shall not submit a transaction until the goods or services underlying the transaction have been delivered or provided to the customer or recipient of the goods/services, or the customer has agreed to an advanced debit or a recurring debit on its payment account or has placed a corresponding payment order. Upon request by Wirecard the Merchant must prove that the above conditions are met.
 10. Following authorisation of the payment under the terms of the respective Payment Method a customer cannot, as a general rule, revoke the transaction in relation to the payment service provider unless the customer has agreed otherwise with their payment service provider and the payee – in this case the Merchant – were to consent to such revocation. The Merchant hereby undertakes towards Wirecard not to grant consent for the purposes of the above and to refrain from anything which could lead to the customer being granted any such right of revocation.
 11. Wirecard may amend or supplement the aforementioned settlement principles with immediately and without notice to if Wirecard considers said amendments to be necessary or expedient due to fraudulent practices or said amendments have become necessary because of requirements of the Acquirer, the providers of the Payment Methods or of the Intermediary Service Provider.
- § 5 Surrender of Benefits Received from the Agency Business / Payment Out of Payments
- If all of the conditions mentioned in these Special Terms and Conditions are met, Wirecard undertakes to instruct the Acquirer to pay out to the Merchant the sums owed resulting from the payment transactions submitted less the agreed fees and any expenses, e.g. the discount/disagio, other agreed settlement charges, fees for foreign transfers and/or transfers to foreign currency accounts, costs due to currency fluctuations as well as the statutory value added tax applicable thereto, if any. Unless some other agreement exists between Wirecard and the Merchant regarding a particular payout cycle, Wirecard shall instruct the Acquirer to make the sums of money to be paid out under this Contract („Payout Sums“) available to the Merchant without undue delay as soon as Wirecard has received the sums owed in full from the providers of the Payment Methods or from the Intermediary Service Provider for the Payment Method. Wirecard is not obliged to instruct the Acquirer to hand over to the Merchant any benefits received from the Payout Sums up to and including the date of the payout. Unless otherwise agreed the minimum Payout Sum is EUR 50.00; amounts below said limit shall not be paid out until they exceed said limit, at the latest upon termination of this Contract. This shall be without prejudice to any further-reaching set-off rights of Wirecard and/or the Acquirer that may exist.
- The payouts shall be paid to the Merchant's account within the periods for payment set out in the Contract Form on the basis of proper and fully transmitted Transaction Details subject to the returns under Clause 13 and the following (cumulative) conditions:
1. The acceptance of the Payment Method as the means of payment was permitted and at the time when the transaction was submitted the Merchant had no knowledge that the Payment Method had been declared invalid for the customer by means of blacklists or other notices;
 2. The settlement principles have been complied with, in particular the Merchant has not yet submitted the payment transaction concerned to Wirecard or another acquirer, with whom the Merchant has concluded an agreement regarding acceptance of the Payment Methods;
 3. The Merchant has received an order from the customer according to which the customer wishes to pay by means of the respective Payment Method; in addition, in the case of payments by direct debit: there is an effective direct debit mandate from the customer in writing, which is still valid for the specific transaction (i.e. it has not been revoked);
 4. The payment transaction has been processed by Wirecard online and has been accepted by the Payment Method's acceptance point.
 5. The total amount of goods/services sold or rendered, which in the case of a cash transaction would have been settled in one amount, has not been divided into several transactions;
 6. The sale is made out in a contractually agreed transaction currency;
 7. The Merchant has informed the customer fully and correctly of the Merchant's full name and address, including the Merchant's Internet address and e-mail address, and has clearly designated itself to the customer as the customer's responsible contract partner;
 8. The Merchant has made a complete, correct and readable description of the goods/services offered easily accessible to the customer;
 9. The Merchant has made its general terms and conditions of business easily accessible to the customer so that it is possible for the customer to become aware of all of the essential terms and conditions (particularly his rights such

as e.g. the right of cancellation or right of return and any restrictions of use] which are required in order to be able to make a proper decision on the purchase of the goods/services concerned;

10. The Merchant has observed all statutory provisions which apply under the respective legal systems to distance sales transactions; and
11. The Merchant has sent a confirmation of order and/or invoice in writing or by e-mail with a note that the customer's payment account will be debited; the notice to the customer takes into account the particularities of the respective Payment Method (e.g. the Payment Method's customised security details, which are to be kept secret, are not stated for reasons of security etc.).
12. Wirecard may amend or supplement the aforementioned settlement principles immediately and without notice if Wirecard considers said amendments to be necessary or expedient due to fraudulent practices or said amendments have become necessary because of requirements of the Acquirer, the providers of the Payment Methods or of the Intermediary Service Provider.
13. If one of the conditions mentioned in this Clause is not met, Wirecard shall be released from the payment obligation. Any payments which are nevertheless made to the Merchant by the Acquirer on the instructions of Wirecard are made subject to any return or offset.

§ 6 Authorisation of Transactions

1. Each payment transaction shall always require online authorisation from Wirecard regardless of its amount. Wirecard issues the Merchant with an authorisation number together with the online authorisation.
2. The authorisation number does not include an undertaking to pay. In particular Wirecard remains entitled to make a return.
3. The authorisation number is issued or rejected automatically; in the event of rejection an error notification is transmitted.
4. It is not possible to settle payment transactions if there is a disruption in the online transmission or some other operational disruption. No manual or other settlement method is permitted.

§ 7 Fees and Charges, Reimbursement of Expenses

1. If special charges arise due to the providers of the Payment Methods or the Intermediary Service Providers, e.g. for registration in special vendor programmes, Wirecard shall be entitled to charge said charges on to the Merchant.
 2. Any agreed discount has been calculated on the basis of the following as stated by the Merchant at the time of application to procure the services or when a change was agreed
 - the stated average transaction amount per month (total value of all transactions in relation to the number of transactions in a month divided by the number of transactions), and/or
 - the stated average number of transactions in a month, and/or
 - the stated total transaction volume per month (stated average transaction amount per month, stated average number of transactions and stated total transaction volume per month hereinafter referred to as "Business Forecasts"); it shall, in each case, be levied on the final invoice amount of a transaction. If there is a shortfall in one of the Business Forecasts of more than 10% in more than one (1) month, then Wirecard may fix a higher discount or a separate transaction fee. Wirecard shall inform the Merchant in advance if a new discount is fixed. If the Merchant does not object in writing within the set time limit the Service Charge fixed by Wirecard shall be deemed to be agreed. Wirecard shall advise the Merchant of this in its notice of change.
 3. Wirecard may change the discount and other Service Charges every half year, for the first time twelve (12) months following conclusion of the Contract if material cost factors change.
 4. All expenses which Wirecard incurs whether directly or indirectly in connection with the performance of this Contract must be reimbursed by the Merchant after a corresponding statement of account has been issued provided that Wirecard was, in the circumstances, entitled to consider said expenses to be necessary. In lieu of the reimbursement Wirecard can demand an indemnity from and against any liability entered into by it or incurred by it in this connection. Expenses for the purposes of sentences 1 and 2 shall in particular but without limitation be all penalties, returns or other charges by the providers of the Payment Methods or by the Intermediary Service Provider, which are imposed on Wirecard and/or the Acquirer - either directly or indirectly - as the licensee of the providers of the Payment Methods - by the providers of the Payment Methods or by the Intermediary Service Provider on the basis of the Regulations of the Payment Methods, to the extent that said penalties or other charges were caused by the Merchant's transaction or any act and/or omission of the Merchant and were charged on the basis of the Regulations of the Payment Methods.
 5. Wirecard shall be entitled to instruct the Acquirer to withhold the Service Charges, special charges and expenses agreed with the Merchant plus the statutory value added tax as applicable from time to time from each payment transaction.
 6. All statements of account are due for payment immediately upon receipt of the account.
- #### § 8 Returns
1. Payment out in relation to the respective payment transaction is, as a general rule, made conditionally. Any payment obligation shall lapse in the event that one of the conditions set out in the Contract is not met or is not met in full

(even if this was not apparent at the time of the payout by the Acquirer) and if the corresponding amount of the payment transaction (payment turnover) has been charged back to the Acquirer by the provider of the respective Payment Method or by the respective Intermediary Service Provider for the Payment Method (so-called „Returns“).

2. If Wirecard nevertheless instructs the Acquirer to make payments, Wirecard can within 18 months of the payment date require that said payments be re-funded or that said payments be offset against its own payment obligations owed towards the Merchant. The return is affected plus the Service Charges that accrue for a Return. In the event of any return, Wirecard shall be entitled to charge any payout out already paid to the Merchant plus the Service Charge incurred for the return fee back to the Merchant and to offset them against other due claims of the Merchant. If there is no possibility of offset the Merchant shall be obliged to pay immediately. Wirecard shall be entitled to instruct the Acquirer to collect the due amount by direct debit from the Merchant's bank account stated in the Contract Form. The Merchant must ensure that its account has sufficient funds.

In the event of any return Wirecard reassigns the Merchant's claim against the end user which underlies the return back to the Merchant upon complete satisfaction of the corresponding return claim by the Merchant. The Merchant hereby accepts said reassignment. The Merchant does not have any right to reassignment of the Service Charge which accrued for the transaction concerned because Wirecard has rendered the service paid for.
 3. Wirecard can make a return if the customer does not recognise a debit and demands cancellation of the debit on his/her payment account, from which the transaction has been debited, or refuses to make payment and within six (6) months after his payment account has been debited or after the goods/services have been rendered to him the customer declares in writing:
 - a) that he/she has not given any instruction to pay using the Payment Method concerned or has not done so in the amount debited from him/her,
 - b) that the goods/services were not rendered at all or not to the agreed delivery address or at the agreed time;
 - c) that the goods/services did not correspond to a description which existed at the time of purchase or that the customer has returned the goods to the Merchant or has cancelled the contract or the service or
 - d) that the delivery received by the customer was defective or damaged.

Unless the Merchant proves proper performance within fourteen (14) days following a corresponding request by Wirecard and only if the transaction amount is more than EUR 10.00.
 4. The Merchant must pay back if the underlying transaction between the Merchant and the customer is void or has been cancelled by revocation, avoidance or termination by the customer.
 5. If the proportion of returns arising out of transactions using the Payment Methods at the Merchant exceeds 1% of the number of such transactions (only debits; no credits) or 2% of the total transaction volume („Limits“) over a period of one (1) month Wirecard shall immediately notify the Merchant thereof.
 6. If the Limits are exceeded and the providers of the Payment Methods and/or the Intermediary Service Providers marketing said Payment Methods therefore impose penalty charges on the Acquirer for excessive return rates/Returns the Merchant shall, upon first demand, fully indemnify Wirecard against such penalty charges and pay such penalty charges in accordance with these Special Terms and Conditions. Wirecard shall, at any time upon request, provide the Merchant with a list of the offences incurring penalty charges and the amount of the penalty charges. Wirecard is thereby not obliged to allow the Merchant the possibility of negotiating, or suchlike, with the providers of the Payment Methods or their Intermediary Service Providers prior to payment of the penalty charges by the Merchant. This shall be without prejudice to the Merchant's obligation to additionally reimburse Wirecard other expenses, which Wirecard incurs whether directly or indirectly in this connection or otherwise in connection with the performance of this Contract or to indemnify Wirecard from and against such liabilities.
 7. When calculating the proportion of returns, account shall also be taken of those transactions/sales where the Merchant issues credits to the customer before a return is made in order to avoid such return and thereby not exceed the Limits. This is always to be presumed if the credit is issued after Wirecard has received a query from the customer regarding a transaction and has forwarded said query to the Merchant for clarification.
 8. The provisions of this Clause shall continue to apply for a further period of 18 months following the termination of this Contract.
- #### § 9 Holdback/Provision of Security
- In order to secure all existing and future claims – also conditional claims and claims that are limited in time – to which Wirecard is entitled against the Merchant resulting from this Contract, in particular claims arising out of returns including any penalty charges by the providers of the Payment Methods, the parties agree the following:
1. From every transaction Wirecard shall instruct the Acquirer to retain the fraction of the final invoice amount defined in the Contract Form („Holdback“). Wirecard shall instruct the Acquirer not to pay the Holdback out to the Merchant until after the expiry of the agreed holdback period agreed in the Contract Form, in each case, however, after a maximum of 180 days.
 2. If, due to breaches of contract by the Merchant, it has to be assumed that such breaches will lead to penalty charges by the providers of the Payment Methods

- or the Intermediary Service Provider, for which the Merchant has to reimburse Wirecard the expenses or, from and against which it must indemnify Wirecard in accordance with this Contract, Wirecard may demand a payment in advance equivalent to the prospective penalty charge.
3. Wirecard shall instruct the Acquirer to separate the amounts held back within one working day after the statement of account has been issued and transfer such amounts to a separately held account.
 4. Wirecard has a right to instruct the Acquirer to realise the Holdback as soon as the Merchant does not pay following a written statement of account or equivalent payment statement within two (2) weeks of the date of the statement of account.
 5. Wirecard shall regularly review the amount of the Holdback and shall assess the extent of the security risk. If the amount of the Holdback exceeds the foreseeable security requirement by more than 10 % Wirecard shall instruct the Acquirer to pay out the excess amount. If the estimated security requirement exceeds the Holdback, Wirecard shall, acting reasonably, have the right to alter the amount of the Holdback and/or to extend the Holdback period. Wirecard's security requirement shall particularly be increased if
 - a) the Merchant's return rate exceeds the permitted return rate limits or has actually increased by more than 50 % compared to the preceding month;
 - b) the Merchant's transaction amounts fall significantly;
 - c) The Merchant submits transactions under this Contract to Wirecard for submission to the Acquirer, which significantly exceed agreed transaction limits or transactions are repeatedly submitted, which exceed agreed transaction limits;
 - d) Taking into account the usual principles for assessing credit standing there is evidence to suggest that the Merchant's financial circumstances have considerably worsened;
 - e) A petition for the opening of insolvency proceedings over the Merchant's assets is filed; or
 - f) Notice to terminate the Contract has been given.
 6. After termination of the contractual relationship the Holdback shall in any event remain with Wirecard (held with the Acquirer) for a further nine (9) months in order to secure any claims for recovery resulting from returns. Wirecard shall instruct the Acquirer to transfer the remaining credit balance to the Merchant's account nine (9) months after termination of the Contract. If it has to be assumed that, due to breaches of contract by the Merchant, penalties will be imposed (e.g. by the providers of the Payment Methods) the remaining credit balance can be retained for up to twelve (12) months after termination of the Agreement. After expiry of the holdback period Wirecard shall instruct the Acquirer to pay out the remaining amount to the Merchant.
 7. The Merchant's claims to the return of any security retained must be asserted in writing to Wirecard within a preclusion period of six (6) months of expiry of the six-week deadline and any later assertion is precluded. This provision does not apply to claims, about the existence of which the parties began negotiating before expiry of the six-month deadline.
- § 10 Advertising and Marketing
1. The Merchant is obliged to make the marks/logos/other distinctive signs advertising the possibility of paying by the Payment Methods clearly visible on its website.
 2. The Merchant may use the trademark-protected designations of the respective Payment Methods (e.g. "Bancontact/ Mr.Cash", "Przelewy24", "eKonto", "Instantbank") including the respective logos for advertising purposes only with the prior written consent of Wirecard, unless it is otherwise entitled to do so. The logos and/or marks may not be used in any manner which impairs the interests of the respective organisation as the proprietor of the mark. This includes that the impression may not be given that the respective provider of the Payment Method produces, renders or supports the Merchant's goods and/or services. Use of the logos and trademarks must be discontinued, and corresponding distinctive signs at the Merchant's premises and/or on its website must be removed, promptly after termination of this Contract.
 3. If the Merchant carries out direct mail campaigns or other forms of advertising the relevant symbols and logos may only appear in connection with the payment details or payment notes and on no account on the first page of any such direct mail. If the direct mail campaign is aimed at only customers of certain Payment Methods the direct mail campaign must include an express note to the effect that the respective provider of the Payment Method does not assume any responsibility for the respective offering and does not support it. Before sending out the first samples of a direct mail campaign the specific design of the direct mail campaign or of the advertising must be approved by the respective Payment Method. The above provision applies mutatis mutandis to mail campaigns sent by e-mail.
 4. If one of the providers of the Payment Methods requires, whether directly or through an Intermediary Service Provider or through the Acquirer, that use of the respective mark/logo be ceased or requires that it be adapted to be in line with the requirements of the respective Payment Method, the Merchant shall promptly comply with this requirement at its own cost.
- § 11 Notification Duties
1. If, when a written, phone or electronic order is placed, the Merchant has reasonable grounds for believing that the order has not been transmitted by the rightful purchaser the Merchant must try to clarify the correctness of the order with the customer.
- § 12 Liability, Guarantee
1. The Merchant shall be liable towards Wirecard for the proper fulfilment of the obligations assumed under this Contract exercising the care of a responsible businessm.
 2. If - due to a negligent or intentional breach of a contractual obligation by the Merchant or due to some other conduct attributable to the Merchant - a provider of a Payment Method or the Intermediary Service Provider imposes penalty charges on the Acquirer, the Merchant shall, upon first demand, fully indemnify Wirecard against said penalty charges and pay such penalty charges. For this, it shall be irrelevant whether the penalty charges are justified in the relation between the Acquirer and the provider of the Payment Method and/or the Intermediary Service Provider. The duty to indemnify shall also apply if the Merchant had no opportunity of raising objections or defences prior to payment by the Acquirer. Wirecard shall, upon request, provide the Merchant with a catalogue of the current penalty charges;
 - a provider of a Payment Method, the Intermediary Service Provider or another third party asserts a claim against the Acquirer for other damage, costs or losses in addition to the penalty charges under the above paragraph, the Merchant shall, upon first demand, fully indemnify Wirecard against said claims and the economic disadvantages for the Acquirer and/or Wirecard associated therewith and shall pay them.
 3. Wirecard shall not be liable for any loss caused to the Merchant pursuant to any act and/or omission by the Intermediary Service Provider instructed by Wirecard.
 4. If a return has been lawfully made, any further claims and any objections by the Merchant against Wirecard - for example arising out of the law governing unjust enrichment - shall be excluded. The Merchant shall remain at liberty to turn directly to the customer in order to assert its payment claim arising out of the underlying transaction which it concluded with the customer.
- § 13 Term, Right to Suspend the Services
1. Wirecard shall be entitled to terminate the Contract immediately and without notice if:
 - a) A petition is filed for the opening of insolvency proceedings over the assets of the Merchant or if such insolvency proceedings are opened or if the opening is rejected because of a lack of assets;
 - b) A justified suspension of the rendering of the services lasts for more than thirty days;
 - c) The proportion of returns from transactions over a period of two (2) months ("Assessment Period") exceeds 2 % of the total turnover volume or 1 % of the number of transactions; during the first six (6) months after the Contract entered into force the Assessment Period is reduced to one (1) month;
 - d) The Merchant breaches Material Contractual Obligations in particular:
 - (i) If the Merchant (also) submits to Wirecard not only sales from its own business but also sales by third parties;
 - (ii) If the registered office (seat) of the Merchant, from which the Merchant operates its business, is not located in a permitted country;
 - (iii) If the Merchant does not have or no longer has the necessary official licences to operate its business;
 - (iv) If the Merchant does not show the customer the country in which the branch office of the Merchant entering into the contract has its registered office (seat), prior to the completion of the payment process;
 - (v) If the Merchant's website is not available in at least one European language (e.g. English);
 - (vi) If the Merchant fails to draw the customers' attention to its general terms and conditions of business in a manner that is clearly visible;
 - (vii) If on its Internet site the Merchant does not clearly indicate the Payment Method's trademarks to be used;
 - (viii) If the Merchant does not submit any transactions to Wirecard for submission to the Acquirer for card settlement within a period of three months after the Contract entered into force;
 - (ix) If the Merchant does not submit any, or only a negligible (in terms of the number of transactions and volume of sales) transactions to Wirecard for submission to the Acquirer for a period of three months. Sales are negligible if the actual transactions or the actual sales fall short of the Merchant's forecast figures (merchant configuration) by more than 75%;
 - (x) If, despite a request by Wirecard, the Merchant does not implement the technical and security requirements of the Payment Methods or the requirements in the "Specifications" or does not do so in due time;
 - e) A provider of the Payment Methods and/or the Intermediary Service Provider requires termination of this Contract between Wirecard and the Merchant or a provider of a Payment Method or the Intermediary Service Provider marketing said Payment Method demands termination of this Contract;
 - f) The Merchant submits transactions under this Contract to Wirecard for submission to the Acquirer, which significantly exceed agreed transaction limits or transactions are repeatedly submitted, which exceed agreed transaction limits;
 - g) The Merchant offers its customers payments, which are settled in accordance with this Contract, through Internet addresses of the Merchant other than those listed in the Contract Form or otherwise approved by Wirecard;
 - h) Taking into account the usual principles for assessing credit standing there is evidence to suggest that the Merchant's financial circumstances have considerably worsened or

- ii) A petition for the opening of insolvency proceedings over the Merchant's assets is filed.
- 2. Wirecard can terminate this Agreement - also in part in relation to individual Payment Methods - with two weeks' notice ("Special Right of Termination") if Wirecard or the Acquirer (i) discontinues the settlement of transactions for certain Payment Methods or (ii) loses any licences and/or permits that are necessary to render the performances under this Contract (e.g. software licences, licences from the Payment Methods) and/or Payment Methods are temporarily or finally no longer settled or offered by the providers of the Payment Methods or by the Intermediary Service Provider. Wirecard also has the right to terminate with a shorter notice period if the providers of the Payment Methods or the Intermediary Service Provider acting as an intermediary for the Payment Method terminates the Payment Method concerned with a shorter notice period.

Part 7

Special Terms and Conditions for Payment Guarantee

§ 1 Preamble and Scope of Application

The following Special Terms and Conditions Payment Guarantee shall apply to Wirecard assuming a payment guarantee with regards to payments by VISA and MasterCard credit cards. The Merchant shall be entitled to keep transaction amounts paid by Wirecard in case a card holder triggers a chargeback. The Special Terms and Conditions Payment Guarantee shall apply in addition to the Special Terms and Conditions for the Acceptance of Cards in Card-Not-Present Transactions, the General Terms and Conditions of Acceptance and the Contract Form (together "Contract") and together form an undivided contract. Deviating from provisions of the Contract, the following shall apply:

§ 2 Payment Guarantee

1. Wirecard grants to the Merchant a payment guarantee (hereinafter referred to as "Payment Guarantee") according to the following conditions. As far as the Payment Guarantee applies, Wirecard shall not be entitled to charge back to the Merchant any VISA or MasterCard 3-D Secure credit card transaction (the "Transaction[s]") returned to Wirecard according to Clause 10 Part 5 of the Contract.
2. The Payment Guarantee shall only apply to a Transaction returned to Wirecard, if all of the following conditions ("aufschiebende Bedingungen") are met:
 - a. The Transaction was returned because of one of the following reasons:
 - VISA
 - 83: Fraud-Card-Absent Environment
 - 81: Fraud-Card-Present Environment
 - 62: Counterfeit Transaction
 - 57: Fraudulent Multiple Transactions
 - 93: Risk Identification Service
 - MasterCard
 - 4837: No Cardholder Authorization
 - 4870: Chip Liability Shift
 - 4808: Requested/Required Authorization Not Obtained
 - 4871: Chip/PIN Liability Shift;
 - b. the Transaction is presented as a 3-D Secure transaction according to Clause 6 Part 5 of the Contract;
 - c. the Merchant has duly fulfilled all its obligations arising from the Contract with respect to the returned Transaction, especially the obligations set out in Clause 6 Part 5 of the Contract;
 - d. the chargeback limit as defined in the Contract is not exceeded;
 - e. an internal risk assessment of Wirecard has confirmed, that the relevant Transaction is not connected with an increased chargeback risk.

The Payment Guarantee is limited to a total amount of 2% of the monthly net transaction volume per calendar month (hereinafter referred to as "chargeback limit"). Monthly net transaction volume within the meaning of the foregoing sentence is the total amount of the Transactions submitted by the Merchant under the Contract within the respective calendar month, less the discount charges, the transaction charges and the guarantee fees which are owed to Wirecard for processing these transactions according to the Agreement.

§ 3 Term and Termination

The Special Terms and Conditions Payment Guarantee automatically terminate with the termination of the Contract. Moreover, Wirecard shall be entitled to terminate the Special Terms and Conditions Payment Guarantee without notice, if the chargeback limit will be exceeded in two consecutive calendar months. The right of Wirecard, to terminate the Payment Guarantee without notice for cause shall remain unaffected. The Payment Guarantee does not apply to such returns of a Transaction, which occur after the termination of the Special Terms and Conditions Payment Guarantee becoming effective.