

1. Basic information on the alternative payment method "Wirecard Checkout Portal"

- 1.1 These Standard Terms and Conditions for the use of the alternative payment method "Wirecard Checkout Portal" offered by Wirecard Technologies GmbH (hereinafter "WDT") constitute the basis for the cooperation between WDT and the User of the product "Wirecard Checkout Portal" (hereinafter "User"). These Standard Terms and Conditions shall take precedence over the User's terms and conditions, even if WDT does not expressly object to such terms and conditions. They regulate in particular the provision of an "Wirecard Checkout Portal" Card Reader (hereinafter "Card Reader") and an application (hereinafter "Wirecard Checkout Portal App", both jointly referred to hereinafter as "WD Products") for smartphones or tablet PCs (hereinafter "Mobile Devices"). With the help of the WD Products, WDT makes the payment method "Wirecard Checkout Portal" available to the User. This allows the User to offer his clients (hereinafter "Client") the payment method "Wirecard Checkout Portal", without being bound to a fixed sales location.
- 1.2 Use of the "Wirecard Checkout Portal App" by the User furthermore requires that the User enters into a contract on payment processing with Wirecard UK & Ireland Ltd. (hereinafter "Wirecard"); in this respect, the Wirecard General Terms and Conditions for Acceptance and the Wirecard contract terms "Card Acceptance in Stationary Business" shall apply additionally, and will be provided to the User within the framework of the agreement on Payment Acceptance via "Wirecard Checkout Portal", which will be concluded separately. The term of these Standard Terms and Conditions shall be linked to the term of the contract between the User and Wirecard; upon a termination or expiry of the contract with Wirecard, the User will cease to be entitled to use the payment method "Wirecard Checkout Portal" and the WD Products in any form whatsoever.
- 1.3 The WDT scope of services includes the provision of the WD Products. However, the WDT scope of services does not cover the provision of internet access and access to a virtual app store where the "Wirecard Checkout Portal" App will be available.
- 1.4 The User is aware of the fact that WDT is affiliated with other companies of the Wirecard Group (hereinafter "Affiliates"). WDT hereby reserves the right to have the owed services provided by Affiliates, and to assign any claims which WDT may hold against the User to WDT's Affiliates.

2. WDT's general rights and duties

- 2.1 WDT shall be obligated to provide the User with the WD Products if a valid contract has been concluded. WDT shall furthermore have the right to use the services of third parties to provide the "Wirecard Checkout Portal" services.
- 2.2 WDT reserves the right to request that the User pay a corresponding one-off fee for the provision of the Card Reader.
- 2.3 The fees for payment acceptance shall be collected by Wirecard and are set out in a separate agreement.
- 2.4 The dates and deadlines for the provision of the WD Products specified by WDT are non-binding, except if expressly agreed differently in writing. If a supply date is not complied with, WDT shall only be considered to be in default once the User has set WDT an adequate period of grace in writing, and only if this period has expired unsuccessfully. WDT shall not be responsible for any delays in supply and the performance due to force majeure and/or due to events which are beyond WDT's sphere of influence which significantly impair WDT's performance or make it impossible, e.g. problems relating to the procurement of materials, interruption of operations, strikes, government orders, etc., even if they occur at one of WDT's suppliers or sub-suppliers, and even if dates and deadlines had been agreed bindingly. Such delays shall entitle WDT to postpone delivery and/or performance by the period of impairment, plus an adequate preparatory period.
- 2.5 WDT shall have the right to change the specific type and manner of providing the contracted supplies and services in order to improve the procedures and their safety, and in order to comply with revised requirements of the German credit services sector or of applicable law. The User shall be notified of such changes in writing (e.g. by email), with sufficient prior notice.

3. Warranty

- 3.1 In the event of faults or defects in the Card Reader, the User's only remedy shall be the right to be provided with a new replacement Card Reader. Other warranty rights, such as claims for improvement or damages, are excluded. WDT shall provide the User with a new Card Reader as soon as possible after having been notified of a Card Reader which is not fully functional, free of charge for the first replacement delivery. For additional replacement deliveries, WDT reserves the right to request payment of an adequate fee by the User.

4. User's general duties

- 4.1 The User is obligated to completely and truthfully fill in the master data in the contract on which the payment method "Wirecard Checkout Portal" is based. WDT must be notified without undue delay of any changes. This includes in particular data relating to (i) changes in the type of product range marketed by the User, (ii) sale or lease of the company or any other change in ownership, (iii) changes regarding the company's legal form or name, (iv) changes of name, address or bank data, (v) changes of technical requirements such as change of telecommunications provider.
- 4.2 The user shall furthermore be obligated to only use the WD Products to process cashless payment transactions with his Clients; in this context, he shall act with the diligence of a prudent businessman. He shall in particular, in accordance with clause 11 of these Standard Terms and Conditions, ensure that the terminal will not be misused for unlawful payments. Users furthermore must comply with agreed limits for specific types of payments, and must not circumvent corresponding conditions without prior written approval from WDT.
- 4.3 The User shall treat the WD Products with the necessary care, and shall ensure that they are adequately protected against theft, damage and other similar impairments. Any series numbers, manufacturer notes and other distinctive marks must not be removed, covered or otherwise distorted.
- 4.4 The User shall promptly inform WDT if he ceases using the WD Products or if malfunctioning, defects and/or damage occur during operations.

5. Provision of the terminals and goods, installation, transfer of risk

- 5.1 WDT shall ensure the provision of the WD Products ready for operation. Provision shall take place after the conclusion of a corresponding agreement with WDT, as soon as the necessary prerequisites have been established by the User, as set out in these Standard Terms and Conditions.
- 5.2 The information on the WD Products provided in product lists, leaflets, annexes and instructions as well as technical descriptions, as well as any reproduced images, drawings, weights, dimensions etc. of the WD Products do not constitute binding descriptions of their characteristics. WDT reserves the right to change the characteristics of the WD Products provided that this does not lead to lower technical standards.
- 5.3 The User himself shall install the Card Reader. WDT shall not be obligated to provide installation services on site.
- 5.4 WDT shall support the User during installation and/or in the event of installation problems via instructions, and, if applicable, by telephone via a customer service.
- 5.5 Shipment and transport shall, except if expressly agreed otherwise in writing between WDT and the User, take place at the User's risk; this means that the risks shall pass to the User upon handing over of the supplied goods to the forwarder; the above shall not apply if transport is carried out by WDT's own staff who do not have a certain degree of independence vis-à-vis WDT with regard to the execution of the transport service.

6. Wirecard Checkout Portal App

- 6.1 WDT is the owner of all content of the "Wirecard Checkout Portal App". By downloading the "Wirecard Checkout Portal App", the User is granted ordinary rights of usage. Use of the "Wirecard Checkout Portal App" is linked to the Card Reader. The requirement for using the payment model "Wirecard Checkout Portal" is

an internet-enabled and functioning Mobile Device. Furthermore, the User has to be able to register with a virtual app store and/or to open a user account there.

- 6.2 The scope of services of the payment model "Wirecard Checkout Portal" does not include the required use and/or provision of internet access. The User is solely responsible for (i) internet access, (ii) registration and access to a virtual "app store" in order to download the "Wirecard Checkout Portal App", and (iii) the fulfilment of the technical requirements for configuration and performance capacity of the Mobile Device in order to use the application and the updating of the required software. The User shall fulfil the above requirements at his own responsibility and cost. If WDT offers an update for the "Wirecard Checkout Portal App", the User shall be obligated to immediately feed such update into his system and to use it.

- 6.3 The User shall store his user name and password for the log-in into the "Wirecard Checkout Portal App" in a safe place, and must not provide these to third parties or allow them to access the "Wirecard Checkout Portal App". In this context, the User is aware of the fact that the functioning of the "Wirecard Checkout Portal App" is not linked to a specific Mobile Device, but depends solely on the successful log-in attempt with the User's log-in data. Against this background, the User is solely responsible for the confidentiality and safety of his account. He shall promptly inform WDT of any unlawful use by a third party.

7. Reservation of title/set-offs/encumbrances

- 7.1 Up until full payment by the User of all claims due to WDT or WDT's Affiliates, irrespective of their cause in law (hereinafter "Time of Full Payment to WDT"), the supplied WD Products, in particular the Card Reader, shall remain the sole property of WDT; this shall also apply if payments are made on specifically stipulated claims.
- 7.2 The User is hereby informed that WDT expressly reserves the right to assign any claims held by WDT vis-à-vis the User, up to the amount of the purchase price of the Card Reader, to Wirecard and/or to WDT Affiliates. Such assignment shall in particular be made if the User, in spite of a last reminder by WDT, fails to fully comply with WDT's request to pay the purchase price. After such claim has been assigned, Wirecard or the relevant WDT Affiliate shall have the right to set off the claim received via such assignment against any claims held by the User on account of the payment transactions carried out with "Wirecard Checkout Portal". The User hereby consents to such assignment.
- 7.3 The User is not permitted to re-sell the supplied goods or otherwise dispose of the supplied goods (e.g. creation of a lien for a third party) prior to the Time of Full Payment to WDT.

8. Changes to terminals and goods

- 8.1 Any changes and extensions which the User makes to the WD Products owned by WDT require prior written approval by WDT.
- 8.2 Should the User change or extend the WD Products owned by the User, WDT does not assume any liability or warranty for any resulting consequences and damages. In this event, WDT shall have the right to terminate with immediate effect all contracts with the User which are associated with the "Wirecard Checkout Portal" payment method, and to immediately cease providing the services.
- 8.3 Any deviation from the mechanical, electric or electronic construction of the WD Products shall be considered as a change for the purposes of clause 8 of these Standard Terms and Conditions. "Extension" shall mean all mechanical, electrical or electronic connections of the Card Reader with other devices, elements or additional equipment.

9. Obligation to return the WD Products

If the User is obligated to return the WD Products, the User shall, except if expressly agreed otherwise in writing, re-create the original condition.

10. Updates

WDT reserves the right to feed in updates at any time into the "Wirecard Checkout Portal App" and/or the required software. In this event, WDT shall inform the User in good time and in writing

(e.g. by email) of such updates and their availability, or shall ensure that the relevant app store informs all users registered there of such updates. As soon as a new update for the "Wirecard Checkout Portal App" is available, this may impair the full functioning of older versions. In this context, WDT does not warrant the full functioning of old versions of the "Wirecard Checkout Portal App".

11. Safety precautions during the acceptance of card payments and alternative payment methods

- 11.1 The User shall use his best judgement to ensure that the necessary level of care is observed during the acceptance of payments via a payment card or alternative payment methods in order to ensure safety in payment transactions via a payment card or other alternative payment methods. If payments are made via payment cards, he shall in particular ensure that (i) the full name on the payment card corresponds to the full name on a photo ID document, (ii) the user has signed his name on the rear of the payment card prior to carrying out the relevant transaction, (iii) the Client's signature on the invoice and/or screen of the mobile device corresponds to the Client's signature on the rear of the payment card, (iv) the payment card is still valid, and (v) the payment card has not been manipulated.
- 11.2 If the User fails to take these safety precautions and nevertheless accepts a payment, he shall be solely responsible for any resulting damage. He shall be obligated to indemnify Wirecard and WDT from and against any and all improper payments resulting therefrom.
- 11.3 When accepting the relevant payment transaction, the User shall furthermore ensure that the relevant payment transaction is carried out in compliance with all legal provisions for the protection of minors (e.g. when selling alcohol).

12. WDT's liability/limitation of liability

- 12.1 In the event of intent, fraudulent concealment of a defect, claims under the Product Liability Act (Produkthaftungsgesetz), the assumption of a guarantee for the characteristics of a service as well as in the event of damage resulting in adverse health effects, bodily injuries or death, WDT's liability shall be governed by the statutory provisions.
- 12.2 In the event of any other damage, not resulting in adverse health effects, bodily injuries or death, the following limitations of liability shall apply, even if such damage is caused by one of WDT's performing agents or vicarious agents.
- 12.3 In the event of gross negligence, WDT's liability shall be limited to restitution of the foreseeable damage which typically occurs in such cases.
- 12.4 In the event of ordinary negligence, WDT shall only be liable if a material contractual obligation (cardinal obligation) has been breached. Material contractual obligations shall mean obligations, the breach of which endangers the achievement of the purpose of the contract, or the fulfilment of which is what allows the proper performance of the contract, in compliance with which the contracting partner is entitled to generally trust. In this event, WDT's liability shall be limited to the foreseeable damage which typically occurs in such cases. Therefore, WDT's liability in such cases shall be limited to a maximum of EUR 500.00. Any liability for indirect and consequential damage (in particular lost profits) is excluded.
- 12.5 WDT shall not be liable for disruptions and faults and damage caused by unsuitable, improper or other usage not contemplated under the contract, incorrect operation, interruption or non-existence of the internet connection of the Mobile Device, incorrect or negligent handling, chemical/ electro-chemical or electronic interference, changes or repair work by the User or a third party without prior approval by WDT. Furthermore, WDT shall not be liable for network congestion, disruptions and malfunctions which are caused by the network providers and their private branch exchanges used in the relevant case.

13. Storage of data/data protection

- 13.1 During the term of this Agreement and for a period of three (3) years afterwards, the Parties undertake to treat as confidential all confidential documents, information and data relating to the other Party's business operations (hereinafter jointly referred to as

"Confidential Information") which are disclosed by the other Party due to the cooperation or which they have otherwise learned of. The Parties shall not disclose Confidential Information to third parties, and shall only use it for the purposes of this Agreement.

- 13.2 The following shall not be considered as Confidential Information for the purposes of this Agreement: Information which
- has become general knowledge without a breach of clause 13 of this Agreement;
 - was transmitted by a third party without a breach of a confidentiality obligation binding such third party, or
 - has to be disclosed by law or under an order issued by an authority.
- 13.3 The confidentiality obligation shall cease to apply if the use or disclosure of the Confidential Information by the receiving party to the contracting partners or a third party is necessary in order to comply with its obligations under a contract between WDT and the User, or if such Confidential Information has to be disclosed towards the card organisations.
- 13.4 WDT and the User are obligated to comply with all provisions of data protection law, and to take adequate precautionary measures against an unlawful use of cards and card data/card holder data. The User shall in particular be obligated to inform his Clients of the purpose of the collection, storage and use of the data when collecting, storing and using his Client's personal data, in accordance with the provisions of data protection law, and to first obtain a declaration of consent from the affected party.

14. Intellectual property rights

- 14.1 All intellectual property rights, in particular all copyrights in the "Wirecard Checkout Portal App" and the software processed therein, shall remain with WDT. The above copyrights shall in particular, without limitation, include the reproduction rights, the dissemination rights, the right of public accessibility, and WDT's right to create edited versions and redesigns. The User is strictly prohibited from copying, modifying, reverse engineering, decompiling and/or disseminating the provided software.
- 14.2 The User is furthermore prohibited from using the names "Wirecard", "Wirecard Checkout Portal" and the words "Wirecard" and "accept" in any combination, in whatever form, in a manner which may be damaging or defamatory to the reputation, standing, image and/or goodwill of WDT and its Affiliates. This includes in particular, without limitation, any use which is not in compliance with common decency and/or public order. In cases of doubt, prior written approval must be obtained from WDT with regard to the type of usage.
- 14.3 The User may only advertise the payment method "Wirecard Checkout Portal" to which these Standard Terms and Conditions relate in a manner approved in advance and in writing by WDT and/or Wirecard.

15. Changes to these Standard Terms and Conditions

- 15.1 WDT shall have the right to change these Standard Terms and Conditions and the agreed fees. The User shall be offered such changes in text form (e.g. by email), no later than four (4) weeks from the date on which such changes are intended to take effect (change notification). Changes shall be deemed to have been approved by the User except if the User rejects such changes in writing vis-à-vis WDT within four (4) weeks from receipt by the User of the change notification (objection). WDT shall make the User specifically aware of this de facto consent in the change notification.

16. Written form/severability/applicable law/place of jurisdiction/foreign-language versions

- 16.1 Any modifications of, and amendments to, these contract terms, including this clause, must be set out written form (including text form) in order to be effective. This shall also apply to any modifications of this clause itself.
- 16.2 Should a provision in this Agreement be or become entirely or partially invalid, this shall not affect the validity of the remaining provisions. The Parties undertake to replace an invalid or incomplete provision with a valid provision which comes as close as possible to the economic purpose of the invalid or incomplete provision. The

same shall apply should a gap be detected in the Agreement.

- 16.3 The contractual relations between WDT and the User shall be governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Munich, Germany shall be the exclusive place of jurisdiction if the User is a business, a public law legal entity or a public law special fund, if the User does not have a general place of jurisdiction in Germany, or if the User relocates his place of residence or usual place of abode to a place other than Germany after the conclusion of the Agreement, or if his place of residence or usual place of abode is unknown. However, WDT shall have the right to file action against the User at any other court with jurisdiction for the User or the dispute. If versions of these Standard Terms and Conditions exist in more than one language, only the German version of these Standard Terms and Conditions shall be decisive. Any foreign-language versions of these Standard Terms and Conditions shall merely serve for purposes of convenience.

Data protection declaration

The User hereby declares to consent to Wirecard and/or WDT collecting, storing and using personal data transmitted within the framework of these Standard Terms and Conditions and the provision of the payment method "Wirecard Checkout Portal". Such data will only be used for the following purposes:

Within the framework of payment processing and associated services, Wirecard and/or WDT will process payment-related data on behalf of the User. In its capacity as contract data processors, Wirecard and/or WDT shall particularly encourage compliance of the rule of data economy as defined in the Data Protection Act (Datenschutzgesetz) by the connected Users. The responsible data controller for the processed payment data is the User. Within the framework of payment processing, particularly sensitive data such as credit card numbers and account data will be processed. The data will be stored in the Wirecard and/or WDT data banks, exclusively in an encoded form and in accordance with the PCI-DSS rules.

The data processed on behalf of the User will be used exclusively for the purposes requested by the Users - such as payment processing. In this context, further data from external sources - e.g. IP geolocation information or information on credit-worthiness - may be obtained, depending on the ordered services. All data processed on behalf of the User will be stored in accordance with the User's instructions and will be deleted upon a corresponding request by the User - at the latest, however, upon expiry of the statutory retention periods. Should a Client wish to have his personal data deleted prior to expiry of these periods, the deletion will usually be replaced by a blocking of such data.

Data will only be forwarded to subcontractors of Wirecard and/or WDT within the framework of the processing of the transactions. For ordered purposes of identity verification and fraud prevention, data may be forwarded to corresponding services providers, such as credit agencies.

Data will not be forwarded to other third parties - in particular for purposes of trading in addresses.

The User may withdraw the permission to collect, process and use personal data at any time with effect for the future. The recipient of such withdrawal declarations is the data controller specified above. We would like to emphasise that, in the event of a withdrawal of this permission, Wirecard and/or WDT may not be able to offer and/or provide the requested services, i.e. the payment method "Wirecard Checkout Portal" for reasons of ensuring safety in payment transactions.

