

## Special Terms and Conditions for Online Transfers

### § 1 Scope of Application, Online Transfer Payment Methods

- (1) These Special Terms and Conditions for Online Transfers (hereinafter "**Special Terms and Conditions for Online Transfers**") shall apply to the Merchant's connection to the online transfer payment methods Online Transfers by Wirecard (hereinafter together also referred to as "**Online Transfer Payment Methods**").
- (2) The Special Terms and Conditions for Online Transfers apply in addition to the General Terms and Conditions of Acceptance for Distance Transactions ("**General Terms and Conditions of Acceptance**"). References to §§ refer to the provisions of these Special Terms and Conditions for Online Transfers, unless express reference is made to the provisions of the General Terms and Conditions of Acceptance or of other Special Terms and Conditions.
- (3) Unless otherwise defined in these Special Terms and Conditions for Online Transfers the terms used in these Special Terms and Conditions for Online Transfers have the meanings defined in the General Terms and Conditions of Acceptance.
- (4) The Online Transfer Payment Methods are online payment methods based on uniform standards protected by intellectual property rights. Through the Online Transfer Payment Methods online transfer orders (hereinafter "**Online Transfers**") of customers (hereinafter "**End Customers**") are executed by banks connected to the Online Transfer Payment Methods (hereinafter referred to as "**End Customer's Bank**") for the purpose of payment of goods or services which the End Customer orders from the Merchant via the internet.
- (5) Through the Online Transfer Payment Methods the Payee Account details and the reference field details are automatically entered from the Merchant's shop system into the End Customer's online banking mask. In the event of positive authorisation, the Merchant receives a system-generated confirmation from the End Customer's Bank that the online transfer has been executed (hereinafter "**Confirmation of Execution**"). The End Customer's Bank issues a Confirmation of Execution only if the End Customer's account has sufficient funds for the Online Transfer to be executed.
- (6) In the case of giropay, attached to the Confirmation of Execution is a payment guarantee of the respective End Customer's Bank (acting as guarantor); the End Customer's Bank thereby 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 "**giropay Guarantee**", for further details on this cf. § 4).
- (7) The End Customers' Banks, with whom the Online Transfers have been placed, shall provide the necessary identification process as well as the transaction page or online input form to be completed by the End Customer. On the other side, so-called "Acquirers" (giropay), "Resellers" (SOFORT), Collecting Payment Service Providers (iDEAL) and "Clearing Agents" (eps) (hereinafter together referred to as "**Acquirers**") are connected to giropay, eps, iDEAL and SOFORT and such Acquirers connect the Merchants to the Online Transfer Payment Methods. Wirecard has been granted the authority to connect Merchants to the Online Transfer Payment Methods and to connect Wirecard's Processing Platform to the Online Transfer Payment Methods on the basis of agreements with undertakings, which operate the Online Transfer Payment Methods (hereinafter "**Operators**") and through which Wirecard is connected to the Online Transfer Payment Methods as an Acquirer.

### § 2 Subject Matter of the Agency Business

- (1) The Merchant instructs Wirecard in accordance with this Contract (contract of agency) to connect it to the agreed Online Transfer Payment Methods in order to be able to accept Online Transfers as payment for the goods and services purchased from it by the End Customers via the Internet. Upon conclusion of this Contract Wirecard grants the Merchant the non-exclusive, non-assignable and non-sublicensable right to use specific interfaces of Wirecard's Processing Platform to connect the Merchant to the agreed Online Transfer Payment Methods (hereinafter "**Connection Interfaces**") in exchange for payment by the Merchant. Such right is 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 Methods shall be rendered to the Merchant:
  - (a) Acceptance of transaction-related messages in the form of End Customers' data sets, according to which the End

- (b) Customer wishes to pay on the Merchant's internet site by selecting an Online Transfer Payment Method, via the connection interface, and forwarding to the relevant provider; The prompt and complete forwarding of all responses by the End Customer's Bank, which Wirecard has itself received from the respective Operator, via the connection interfaces to the Merchant.

In the case of the giropay Payment Method, the following services c) to e) shall also be rendered:

- (c) Immediate and complete receipt and forwarding to the Merchant of all giropay Guarantees provided by the End Customer's Bank relating to settled transactions;
- (d) timely assertion of payment claims arising out of giropay Guarantees against the End Customer's respective Bank if, 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 giropay Guarantee having been given by the End Customer's corresponding Bank (hereinafter "**Guarantee Case**");
  - (ii) it cannot be proven that the cause of the Guarantee Case is due to a fault of the Merchant or is connected with the Merchant's systems or processes; and
  - (iii) the Merchant has asserted the Guarantee Case against Wirecard in a timely manner, and in any event, within the time limits specified at § 4 sub-clause (3)(a).
- (e) Matching the actual monies received on the Merchant's giropay payee account against the giropay transactions communicated to the Processing Platform (hereinafter referred to as "**Matching**"). The Merchant acknowledges that in order for Wirecard to carry out Matching accurately, the reference number of the respective underlying giropay transaction must be stated completely and correctly in the reference field and the Merchant must notify Wirecard of the reference number without undue delay and completely and correctly via the Processing Platform.

### § 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:

- (1) The Merchant undertakes to settle all payments by End Customers, which have accrued using the agreed Online Transfer Payment Methods, through Wirecard.
- (2) The Merchant must ask End Customers for their bank sort code or, as the case may be, IBAN and BIC and, to the extent necessary pursuant to the respective Online Transfer Payment Method used, for their account number. Asking for further authorisation 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' 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.
- (4) This particularly applies to specific requirements of the Operators with regard to integration of the Online Transfer Payment Methods (into the Merchant's system (e.g. by using logos), particularly on the Merchant's homepage as well as with regard to any additional security precautions as required by the Operators from time to time.
- (5) 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 Customer's banks connected to the respective Online Transfer Payment Method. The Merchant must not exclude any of the End Customer's Banks unless specific process requirements of Wirecard or of the Operators expressly stipulate otherwise.
- (6) The Merchant undertakes to offer and sell its goods and/or services to those End Customers, who wish to pay by means of an Online Transfer Payment Method, for the same price and upon the same terms and conditions as for customers wishing to use another payment method. The Merchant shall in particular but without limitation not charge any additional charges, not demand any security and not place End Customers in a worse position in any way than other customers ("**No Surcharge Principle**") unless any such surcharges are applied in accordance with applicable laws and regulations in the jurisdiction in which the Merchant is based. The Merchant's right to offer a discount for using a particular payment



- authentication instrument (e.g. a particular payment card) shall otherwise remain unaffected by the provisions of this sub-clause 3.5.
- (7) 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 with the End Customer.
- (8) The Merchant must accept payments using the Online Transfer Payment Methods solely for goods and/or services:
- which are provided for its own account and not on behalf of third parties;
  - are delivered or provided in the course of the Merchant's ordinary course of business stated in the Contract;
  - are not contained in the list set out in § 3 sub-clause (8);
  - are not contained in the list set out in § 6 sub-clause (9) of the General Terms and Conditions of Acceptance unless the prerequisites required for this, which are also stipulated in § 6 sub-clause (9) of the General Terms and Conditions of Acceptance, are met.
- (9) The Merchant guarantees that the Online Transfer Payment Methods have not and shall not be offered or used as a payment method for any of the following goods or services:
- Any goods or services, which are illegal or the advertising, offering or distribution of which is illegal, or which are offered in connection with illegal obscene or pornographic content;
  - 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);
  - Any goods or services, which comprise potentially offensive content or content of a sexual or violent nature;
  - Archaeological finds;
  - Drugs, narcotics and substances which change one's awareness;
  - Goods which are subject to a trade embargo;
  - Media that is harmful to young persons insofar as the corresponding offering breaches applicable law in particular but without limitation the rules and regulations for the protection of young persons;
  - Body parts and the mortal remains of humans;
  - Political propaganda and/or articles or publications of a terrorist nature; or
  - Protected animals and protected plants.
- (10) Wirecard shall be entitled to terminate the Contract without notice in accordance with § 12 sub-clause (7) of the General Terms and Conditions of Acceptance if the Merchant, acting fraudulently or otherwise, breaches any of its obligations under this § 3 sub-clause (8).

#### § 4 Prerequisites for Performance, giropay Guarantee, No Guarantee with other Online Transfer Payment Methods

- Prerequisites for Performance
- Wirecard is only obliged to fulfil its obligations stipulated in § 2 sub-clause (2) (a) to (e) if the Merchant has complied with its obligations under § 3 above, under § 6 sub-clauses (8) to sub-clause (17) of the General Terms and Conditions of Acceptance as well as under § 7 of the General Terms and Conditions of Acceptance.
- giropay-Guarantee
  - In the case of giropay the Confirmation of Execution has the giropay Guarantee attached. When the giropay Guarantee is given, the End Customer's Bank declares a payment guarantee in favour of the Merchant, which is limited in time to a period of six (6) weeks following the date of the transaction, pursuant to which the amount to be transferred, which is guaranteed by the giropay Guarantee, will be paid. Wirecard forwards the giropay Guarantee (as attached to the Confirmation of Execution) to the Merchant and does so as a messenger of the End Customer's Bank. For the avoidance of doubt, Wirecard does not give the Merchant any declaration of guarantee of its own and also does not assign any of its own claims against the End Customer's Banks to the Merchant. Wirecard accepts no liability for performance of the giropay Guarantee by the End Customer's Banks.
  - The giropay Guarantee is in any event limited to a sum of € 10,000.00 (ten thousand euros) per giropay Guarantee, even if the respective transfer order is stipulated as being for a higher sum.

- The Processing of Guarantee Cases at giropay
  - The Merchant must notify Wirecard no earlier than five (5) Business Days and no later than six (6) weeks following the date of the transaction, by letter or e-mail that the guaranteed payment sum has not been credited to the Merchant's account and that therefore a Guarantee Case has occurred. Wirecard is only obliged to assert the payment claim arising out of the giropay Guarantee on behalf of the Merchant if the Merchant provides notice to Wirecard within the stipulated time limits.
  - If the circumstances mentioned in § 4 sub-clauses (1), (2) and (3)(a) are not met and the Merchant nevertheless asserts a Guarantee Case against Wirecard, the Merchant must pay Wirecard's reasonable costs incurred in handling and investigating the Guarantee Case.
- 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 SOFORT, payment guarantees by the End Customer's Bank will not be forwarded, whether offered by the End Customer's Bank or otherwise. Wirecard does not provide the Merchant with any guarantee.

#### § 5 Banking, Credits and Payment Out

- Banking with other Online Transfer Payment Methods
  - The Merchant expressly declares that it is in agreement that payments with the Online Transfer Payment Methods are settled through a collective presentment account kept at Wirecard (hereinafter referred to as "**Collective Presentment Account**").
  - If settlement of the Online Transfer Payment Methods is to be effected via the Collective Presentment Account the sums, which Wirecard receives from successfully settled transactions under the Online Transfer Payment Methods shall first be credited to the Collective Presentment Account and shall then be transferred to the Merchant's Drawing Account within the settlement period agreed with the Merchant less the charges, expenses and other deductions owed by the Merchant. In all other respects the provisions of § 10 of the General Terms and Conditions of Acceptance shall apply to the crediting and payment out of the transfer sums as well as to the statements in this regard.

#### § 6 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 Transfers.
- The calculation of the percentage remuneration components laid down in the Online Application shall be based on the respective amount of an Online Transfer. The basis for the percentage remuneration components agreed are the average transaction amount per month stated by the Merchant when the Contract was concluded or when a change was agreed (total value of all transactions in proportion to the number of transactions) and the average total transaction volume per month.
  - Wirecard shall be entitled to offset the charges, expenses and other deductions to which it is entitled under this Contract pursuant to § 10 sub-clause (1) of the General Terms and Conditions of Acceptance against the payment sums to be paid out to the Merchant under these Special Terms and Conditions for Online Transfers. If the Merchant does not process the Online Transfer Payment Methods via accounts at Wirecard, 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).
  - The charges, expenses and other deductions shall be billed by e-mail or via the Online Tool. § 10 sub-clause (4) to sub-clause (6) of the General Terms and Conditions of Acceptance apply.

#### § 7 Trade Mark Rights, Notice regarding Acceptance

- Upon conclusion of the Contract Wirecard grants the Merchant the non-exclusive, non-assignable, non-sublicensable right to use the trade marks of the agreed Online Transfer Payment Methods "giropay, eps, iDEAL and SOFORT" respectively) (together referred to as the "**Trade Marks of the Online Transfer Payment Methods**"), for the duration of the Contract only. The Merchant shall be entitled to use the Trade Marks of the Online Transfer Payment Methods in their unaltered form only 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.

- (2) The Merchant shall notify Wirecard in writing and without undue delay of every infringement of the Trade Marks of the Online Payment Methods, as soon as it becomes aware.
- (3) If the Merchant fails to comply with or inadequately complies with the obligations to use the Trade Marks of the Online Transfer Payment Methods governed under § 7 sub-clause (1) (including the Brand Book) and does not remedy the breach of contract (and any consequences flowing from that breach) within a period of seven (7) days following receipt of a written warning from Wirecard via the Online Tool, Wirecard shall be entitled to block the Merchant's access to or connection with the Online Transfer Payment Method affected by the breach of contract for as long as the breach and the consequences of the breach continue without being remedied. If the Merchant has not remedied the breach of contract and the consequences of the breach of contract within a deadline of fourteen (14) days following receipt of such a warning notice Wirecard shall be entitled to terminate this Contract without notice. This shall be without prejudice to any further-reaching rights of Wirecard.
- (4) If the Merchant is sued by a third party because of the infringement of third-party rights due to the use of a Trade Mark of the Online Transfer Payment Methods, it must notify Wirecard in full and without undue delay. Wirecard shall, to the extent possible and reasonable, take defensive action against such claims on behalf of the Merchant, who shall provide reasonable support to Wirecard as required.
- (5) The Merchant undertakes to display the Trade Marks of the agreed Online Transfer Payment Methods clearly on its Internet page and in offerings.
- (6) 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.
- (7) Upon termination or expiry of the Contract the Merchant must remove any and all Trade Marks of the Online Transfer Payment Methods as well as any references and links to the Online Transfer Payment Methods from its websites and from any other place without undue delay.

### § 8 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:

- (1) 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 and in derogation from § 4 sub-clause (2) and sub-clause (9) of the General Terms and Conditions of Acceptance, be limited to EUR 5,000.00 (five thousand euros) per Online Transfer. The same shall apply mutandis mutatis to Wirecard's liability for third party service providers acting on behalf of the Merchant.
- (2) The Merchant recognises that with the Online Transfer Payment Methods the transaction processing time and response times 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 systems of the respective Operator and/or of the End Customers' Banks.
- (3) Wirecard has the right to restrict the availability of the Connection Interfaces 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 maintenance work, adaptations, changes and additions to the software applications underlying the Connection Interfaces, 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 Connection Interfaces shall be deemed to be in accordance with the Contract.
- (4) Wirecard shall not be liable for any restrictions and/or disruption in the availability of the Online Transfer Payment Methods that occur due to telecommunications or Internet provision when connecting to the System Platform of Wirecard, of the Operator and/or of the End Customers' Banks (for example as a consequence of all the lines being busy).
- (5) Wirecard shall likewise not be liable for restrictions, disruptions and/or faults with the Online Transfer Payment Method, for which neither Wirecard nor its vicarious agents are responsible. For the avoidance of doubt, neither the respective Operators nor the End

Customers' Banks nor the telecommunications companies and internet providers are acting on behalf of Wirecard.

- (6) The Merchant acknowledges that the Online Transfer Payment Methods merely create a method through which the Merchant's End Customers have the possibility of issuing Online Transfer orders to their bank (End Customer's Bank). The carrying out of the Online Transfer by the End Customer's Bank and any possibility of the End Customer to, as the case may be, revoke the Online Transfer given to his/her bank shall depend solely on the terms and conditions of the respective End Customer's Bank. The Merchant further acknowledges and accepts that Wirecard cannot influence this.
- (7) 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 Methods.

### § 9 Confidentiality, Data Protection

The following shall apply in addition to the provisions under § 2 (16) to (22) on Confidentiality and Data Protection together with Appendix 1 of the General Terms and Conditions of Acceptance:

The Merchant acknowledges and agrees that Wirecard is entitled to grant the Operators of the agreed Online Transfer Payment Methods the right to list the Merchant with its name and address in published directories of merchants who accept the Online Transfer Payment Method, and the Merchant agrees that Wirecard shall be entitled to transfer the name and address of the Merchant to such Operators for the purpose described.

### § 10 Termination

- (1) Irrespective of the other rights of termination that exist under this Contract Wirecard shall be entitled to a special right of termination without notice if one or more of the contracts between Wirecard and the Operator of the respective Online Transfer Payment Method, which is or are a prerequisite for the rendering of services by Wirecard under these Special Terms and Conditions for Online Transfers, is/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 (1) Wirecard is also entitled to correspondingly partially terminate the Contract.
- (2) In addition to §12 sub-clause (8) of the General Terms and Conditions an extraordinary right of termination without notice shall exist in favour of Wirecard 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 clearly draw attention on its Internet page to the Trade Marks of the agreed Online Transfer Payment Methods;
  - (d) fails to present Online Transfer Payment Method transactions to Wirecard for processing in accordance with the agreed Online Transfer Payment Methods within three (3) months after the entry into force of the Contract; or
  - (e) does not present any, or only minimal transactions (in terms of the number of transactions and volume of transactions) within the scope of the Online Transfer Payment Methods to Wirecard for a period of three (3) months. Numbers of transactions and 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 %; or
  - (f) if § 11 is applicable to the Merchant - breaches one of the obligations pursuant to § 11 sub-clause (1) through (3).

### § 11 Additional provisions which only apply to a Merchant offering its End Customers the TrustPay payment methods

- (1) The Merchant must not have been established under the laws of one of the following countries, and must not have its registered offices there: Angola, Ethiopia, Burma, Democratic Peoples' Republic of Korea, Ivory Coast, Eritrea, Guinea, Haiti, Iran, Iraq, Yemen, Qatar, Congo, Lebanon, Liberia, Libya, Morocco, Moldova, Nepal, Nigeria, Pakistan, Paraguay, São Tomé and Príncipe, Sierra Leone, Somalia, Sudan, Syria, Trinidad and Tobago, Turkmenistan, Zimbabwe, Belarus.



- (2) The Merchant, its officers, shareholders or other economic owners must not be listed in the consolidated list published by the European Commission and the European External Action Service as a person, group or organisation to whom the financial sanctions of the European Union apply.
- (3) The Merchant is not permitted to offer:
  - (a) weapons or weapon accessories (e.g. guns, parts of guns, ammunition or knives);
  - (b) financial products which operate as Ponzi schemes (a type of pyramid scheme);
  - (c) goods or services if the promotion, offering or sale infringes upon copyrights, industrial property rights or other third-party rights (e.g. the right to one's own image, name rights and privacy rights);
  - (d) illegal drugs or drug utensils; or
  - (e) antiques or historic reproductions.
- (4) The Merchant must inform the End Customers on its website in a clear and comprehensible manner of the rules governing the reimbursement of costs.
- (5) The Merchant has to provide the End Customers with a confirmation of the effected payment when the payment process via Trust Pay has been finalised.
- (6) The Merchant undertakes to furnish its website with a link to the Trust Pay a.s websites (hereinafter referred to as "**Trust Pay Operator**").
- (7) The Merchant agrees that the Trust Pay Operator may use Merchant data, e.g. its logo/brand for reference purposes on its websites and/or in its information material. The Merchant may revoke this consent at any time.
- (8) The Merchant must grant the Trust Pay Operator access to its website via manual or automated procedures, in order for the Trust Pay Operator to be able to verify whether the Merchant's offers comply with the contractual requirements.
- (9) Notwithstanding § 2 sub-clause (5) of the General Terms and Conditions of Acceptance, Wirecard shall have the right, subject to its reasonable discretion to modify or amend the provisions in § 11 sub-clauses (1) through (8), with immediate effect upon written notice to the Merchant if Wirecard is of the opinion that such modifications and/or amendments are necessary or expedient due to fraudulent practices, or if such modifications and/or amendments become necessary due to requirements issued by the Trust Pay Operator.

### § 12 Additional provisions which only apply to a Merchant offering its End Customers the Pay by Bank app payment method

- (1) The following provisions in this clause § 12 shall apply where the Merchant accepts payments using the Pay by Bank app payment method.
- (2) During the payment process the End Customer must click the "Pay by Bank app Button". The application "Pingit" opens on the End

Customer's mobile phone or tablet for the End Customer to type in their PIN or password. The End Customer must accept the payment amount and the delivery address by clicking the button "Confirm Payment". After the End Customer receives a payment confirmation in Pingit, they will be logged out from their Pingit application and redirected to the Merchant's website.

- (3) The Merchant shall use the "Merchant Button" as well as comply with all requirements provided by VocaLink Limited, as the provider of the Pay by Bank app payment method. Wirecard shall provide the Merchant with a copy of these requirements on request.
- (4) The Merchant shall adhere to, and resolve any disputes regarding Transactions made using the Pay by Bank App payment method in accordance with the "Zapp Consumer Disputes process". Wirecard shall provide the Merchant with a copy of the Zapp Consumer Disputes process on request.
- (5) The Merchant shall comply with the "Brand Standards" and "User Experience Document" of VocaLink Limited. Wirecard shall provide the Merchant with a copy of these documents on request.
- (6) The Merchant shall send fully itemised receipts to the End Customers after a payment using the Pay by Bank app payment method.
- (7) The Merchant is entitled to use the Zapp Marks in accordance with the requirements of the Trade Mark Licence Agreement entered into between Wirecard and VocaLink Limited and as defined in that agreement. Wirecard shall provide the Merchant with a copy of this agreement on request.
- (8) The Merchant shall provide written proof of its compliance with its obligations under sub-clauses in § 12(3) to § 12(7) on request of Wirecard.

