

Special Terms and Conditions for Processing

§ 1 Scope of Application

- (1) The Merchant offers its customers the ability to pay for goods and services purchased from it in card-not-present transactions (the ordering of goods and services on the Internet, by post, telephone or facsimile) by means of the Online Payment Methods agreed in the Online Application. Wirecard does not provide the Merchant with acquiring services (including accepting and billing the transactions initiated through the individual Online Payment Methods) The Merchant contracts with a third party payment service provider for such acquiring services ("Acquirer"). The details of the Acquirer are as set out in the Online Application.
- (2) These Special Terms and Conditions for Processing ("**Special Terms and Conditions for Processing**") set out the terms on which the Merchant instructs Wirecard, on an exclusive basis, to provide the technical functionality enabling the Merchant to connect to the systems of the Acquirer.
- (3) The Special Terms and Conditions for Processing apply in addition to Wirecard's 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 Processing, unless express reference is made to the provisions of the General Terms and Conditions of Acceptance or of other Special Terms and Conditions.
- (4) Unless otherwise defined in these Special Terms and Conditions for Processing the terms used in these Special Terms and Conditions for Processing have the meanings defined in the General Terms and Conditions of Acceptance.

§ 2 Wirecard's Services; Technical Connection to, and Use of, the Processing Platform

- (1) Wirecard shall provide the Merchant with technical support for the processing of Online Payments. Wirecard shall provide the following processing services to the extent that they have been requested by the Merchant in the Online Application:
 - (a) Technically connecting the Merchant - to the extent necessary using third party sub-contractors - to the Acquirer's technical systems; for this Wirecard shall provide the Merchant with access to the Processing Platform through a technical interface for use via the Internet by remote access in accordance with the more detailed particulars of §6 sub-clauses (10) to (27) of the General Terms and Conditions of Acceptance.
 - (b) Technical support services ("Processing and Support Services") for the Online Payment Methods agreed in the Online Application.
 - (c) For payment card transactions, checking the Payment Card used for each respective transaction and/or the customer account to be debited against Wirecard's current blacklists.
 - (d) Note: Wirecard's blacklist is a file with bank details (account number and bank sort code and/or IBAN, BIC respectively), in respect of which blocking notices or negative information have been filed. In the case of transactions where an enquiry is made against the blacklist, the transaction will be refused if the bank details are included on the blacklist. If no entry is found relating to the transaction's bank details the transaction will not be declined and will be processed; however, Wirecard expressly does not give any payment guarantee.
 - (e) For payment card transactions: forwarding the Transaction Details - as the case may be with the involvement of a third party - which are provided by the Merchant via the Processing Platform to the authorisation system of the Acquirer. This process is generally referred to as "routing". This includes messages for authorisations, accounting entries, credit entries and cancellations. As the case may be, additional contracts may have to be concluded for this between the Merchant and the Acquirer and/or Wirecard and the terms and conditions additionally agreed therein observed. The responses received by Wirecard shall be communicated to the Merchant via the Processing Platform. The response times (time that elapses between sending the transaction from, and receipt of the response from the Processing Platform) depend on various factors including the line connection chosen, the transmission rate, the availability of the data transmission network of the telecommunications service provider, the availability of the

- (f) Acquirer's systems and/or of the Acquirer's authorisation system's computer respectively.
- (f) Support with the Merchant's technical connection to participate in the 3-D Secure process in accordance with § 4.
- (g) The provision of reports and statistics on the payment transactions made available to the Merchant via the Online Tool (cf. §3 of the General Terms and Conditions of Acceptance).

Further details about the Processing and Support Services, about the prerequisites for using the Processing and Support Services and about the obligations of the Merchant with respect to the Processing and Support Services are set out in the specifications of the Processing and Support Service. Such specifications are an integral part of this Contract and shall be provided to the Merchant upon request.

- (2) All Transaction Details for Online Payments shall be captured using the Processing Platform and shall be further processed via the Processing Platform in accordance with the provisions of these Special Terms and Conditions for Processing. Wirecard is not responsible for the correctness of the transaction details processed via the Processing Platform. Wirecard's sphere of services begins and ends at the technical exchange points to and from the Processing Platform.

§ 3 The Merchant's Duty to Cooperate

- (1) The following shall apply in addition to the Merchant's duties agreed in § 6 sub-clauses (10) to (27) of the General Terms and Conditions of Acceptance:
- (2) Delivery of the Transaction Details to the Processing Platform is the Merchant's responsibility.
- (3) The Merchant undertakes to ensure that the Acquirer is in a continuous state of readiness to accept the Transaction Details via a communications process agreed with Wirecard and that the Transaction Details can be processed by the Acquirer and that Wirecard receives the necessary technical and/or electronic authorisations for communication with the Acquirer. The Merchant must instruct the Acquirer to transmit the information required by Wirecard in order to implement this Contract to Wirecard via a communications process accepted by Wirecard and/or to allow Wirecard to inspect and/or retrieve such information.

§ 4 Wirecard's Services and the Merchant's Obligations to Assist when 3-D Secure is used

If the Merchant commissions the use of 3-D Secure in the Online Application the following shall apply to Online Payments by means of payment card:

- (1) 3-D Secure is a special security process supported by the Card Schemes (e.g. Visa, MasterCard). Its purpose is to authenticate the use of payment cards to reduce the Merchants' risk of chargebacks in their function as e-commerce merchants if a customer subsequently disputes the use of the authenticated payment card. However, it is expressly pointed out that the Merchant's risk of chargebacks is only reduced in those cases of disputed instructions expressly specified by the Card Schemes and if the conditions specified by the Card Schemes are complied with ("**Conditions for 3-D Secure**"). Any and all return debits (chargebacks) for other reasons are not covered by 3-D Secure.
- (2) Wirecard is not the provider of the 3-D Secure process and has no influence on the content of the Conditions for 3-D Secure. The Merchant must independently inform itself and keep itself informed about the Conditions for 3-D Secure. The Merchant must ensure that any third party service providers acting on its behalf comply with the Conditions for 3-D Secure. Wirecard accepts no liability for proper performance of the obligations of the provider of the 3-D Secure process
- (3) Wirecard's services in accordance with § 2 sub-clause (1) ((f) above) comprise supporting the Merchant's technical connection to participate in the 3-D Secure process by making it possible to use the 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 Card Schemes' servers) at Wirecard and the forwarding of information between the Merchant and the other parties involved in the implementation of the 3-D Secure process. Wirecard provides the following services in this regard:
 - (a) registration of the Merchant with the Card Schemes for 3-D Secure by registration with the Card Schemes' so-called Directory Server;



- (b) provision of the interface specifications for technically connecting the Merchant; and
- (c) processing and documentation of authentication transactions in accordance with the Conditions for 3-D Secure via the Processing Platform.

§ 5 Services which are not Contractually Owed

Under these Special Terms and Conditions, the settlement and execution of the transactions are expressly not the subject matter of Wirecard's scope of services, in particular the collection of the corresponding transaction sums from the respective customer account and their payment out to the Merchant or any clearing that may be owed arising out of the Online Payments for transactions, the transaction details of which are the subject matter of Wirecard's processing services.

§ 6 Liability

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

The Merchant is responsible for delivering the details and information, which Wirecard requires in connection with rendering its services under the Contract and for the transmission thereof to Wirecard - by the Merchant personally or by third parties commissioned by the Merchant. The Merchant must ensure that details and information are transmitted to Wirecard solely via the routes of communication stipulated in the interface specifications. The Merchant must ensure that the details and information delivered and transmitted by the Merchant or by third parties commissioned by the Merchant are correct and complete and that the quality thereof is such that they can be processed and/or forwarded by Wirecard in accordance with the Contract. Details which do not fulfil these conditions shall not be processed or forwarded. Wirecard shall not be liable for any loss of data or for other malfunctions and damage to the extent they are due to the fact that the Merchant has failed to observe the requirements for the delivery of data in accordance with the interface specifications.

§ 7 Term of Contract

The following shall apply in addition to §12 sub-clause (6) of the General Terms and Conditions of Acceptance:

Wirecard has the right to terminate the Contract without notice if the Merchant offers its customers Online Payments, which are processed in accordance with this Contract, through internet addresses of the Merchant other than those listed in the Online Application or otherwise approved by Wirecard.

