

Special Terms and Conditions for Risk Management

§ 1 Scope of Application

- (1) These Special Terms and Conditions for Risk Management ("**Special Terms and Conditions for Risk Management**") shall apply to Wirecard's risk management services (hereinafter "**Risk Management Services**").
- (2) The Special Terms and Conditions for Risk Management apply in addition to Wirecard's General Terms and Conditions of Acceptance for Distance Transactions ("**General Terms and Conditions of Acceptance for Distance Transactions**"). References to §§ refer to the provisions of these Special Terms and Conditions for Risk Management, 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 Risk Management the terms used in these Special Terms and Conditions for Risk Management have the meanings defined in the General Terms and Conditions of Acceptance.
- (4) The Merchant is provided with access to Wirecard's Processing Platform in accordance with § 3 and § 6 sub-clauses (10) to (28) of the General Terms and Conditions of Acceptance for inputting and retrieving information concerning the services under these Special Terms and Conditions for Risk Management

§ 2 Risk Management Services

- (1) Under these Special Terms and Conditions for Risk Management, Wirecard shall provide the Merchant with Risk Management Services in accordance with the services agreed between the Parties in the Online Application.
- (2) Wirecard also offers a connection to the services of other risk management service providers via its Processing Platform, with which the Merchant must, as the case may be, conclude additional contracts. In any such case Wirecard's liability is limited to using reasonable care in the selection and monitoring of the other risk management service provider. Wirecard accepts no liability for proper performance of the obligations of any other risk management service provider.
- (3) Wirecard's Risk Management Services do not include any payment guarantee by Wirecard and are intended solely as a means of providing the Merchant with additional information for the acceptance process.
- (4) Details about the content of the Risk Management Services, about the prerequisites for using the Risk Management Services and about the Merchant's obligations with respect to the Risk Management Services are set out in the specifications of the respective Risk Management Service. Such specifications are an integral part of the Contract and shall be provided to the Merchant upon request. Certain Risk Management Services are only available with respect to certain countries.

§ 3 Data Protection and Confidentiality

Each of the Merchant and Wirecard shall comply with their respective obligations under § 2 sub-clauses (21) to (22) together with Appendix 1 of the General Terms and Conditions of Acceptance regarding the processing of Personal Data as part of the Risk Management Services.

