

Special Terms and Conditions for e-Wallets in Distance Sales Transactions

§ 1 Scope of Application

- (1) These Special Terms and Conditions for e-Wallets in Distance Sales Transactions (hereinafter "**Special Terms and Conditions for e-Wallets in Distance Sales Transactions**") shall apply to the execution of payment services by Wirecard on behalf of merchants, who wish to offer their customers the possibility of paying for goods and services purchased from them in distance sales transactions (ordering goods and services on the Internet, by post, phone or by fax; hereinafter referred to as "**Distance Sales Transactions**") by using e-money products (hereinafter "**e-Wallet**" or together, "**e-Wallets**") of e-wallet providers agreed in the Online Application (hereinafter "**e-Wallet Providers**").
- (2) The Special Terms and Conditions for e-Wallets in Distance Sales Transactions apply in addition to the General Terms and Conditions of Acceptance in Distance Transactions ("**General Terms and Conditions of Acceptance**"). In addition to complying with the provisions of the Contract, the Merchant also undertakes to comply with any e-wallet terms and conditions of the respective e-Wallet Provider (hereinafter referred to as "**e-Wallet Provider Terms and Conditions**"), which regulate the use and/or acceptance of the respective e-Wallet. Wirecard shall provide the Merchant with the respective e-Wallet Provider Terms and Conditions as well as any product descriptions upon request or provide access thereto.
- (3) Unless otherwise defined in these Special Terms and Conditions for e-Wallets in Distance Sales Transactions the terms used in these Special Terms and Conditions for e-Wallets in Distance Sales Transactions have the meanings defined in the General Terms and Conditions of Acceptance. References to §§ refer to the provisions of these Special Terms and Conditions for e-Wallets in Distance Sales Transactions, unless express reference is made to the provisions in the General Terms and Conditions of Acceptance or in other Special Terms and Conditions.
- (4) If the Merchant holds accounts with Wirecard for the purposes of processing payments through e-Wallets under this Contract, special account terms and conditions shall apply between Wirecard and the Merchant for the setting up and use of such accounts, which terms and conditions shall be agreed in addition to this Contract when the accounts are opened.

§ 2 Risk Warnings

- (1) Wirecard draws attention to the fact that the acceptance of payments through e-Wallets in Distance Sales Transactions involves an extra high risk of fraudulent use as there is no personal contact with the customer and so therefore the customer cannot be identified in the same way as in e.g. face-to-face transactions. The Merchant should therefore only accept payments by e-Wallet if all of the customary measures for preventing fraudulent use are observed. Regardless of whether these measures are observed, there remains an increased risk of payment defaults compared with face-to-face transactions. This is particularly attributable to the risk of chargeback mentioned in § 2 sub-clause (2) (hereinafter referred to as "**Risk of Chargeback**"). In this regard the greatest responsibility lies with the Merchant because it is 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 e-Wallet despite the risk of fraudulent use.
- (2) Wirecard advises that an e-Wallet Provider may reserve the right to apply a so-called "chargeback", i.e. the right to return a payment that has been made through the respective e-Wallet (hereinafter referred to as "**Chargeback**"). Such a Chargeback may occur when a customer of the Merchant denies having given the instruction to execute a payment via the respective e-Wallet (hereinafter referred to as "**Disputed Case**") and/or to correspondingly debit his e-Wallet account (hereinafter referred to as "**e-Wallet Customer Account**"). In the event of a Chargeback Wirecard may be obliged in accordance with the agreements between it and the e-Wallet Provider to repay the relevant amount to the e-Wallet Provider even in circumstances where the Disputed Case appears to be unjustified or where the Merchant is able to submit evidence of the purchaser's identity. The prerequisites for and legal consequences of Chargebacks are set out in § 9.

§ 3 Subject Matter of the Agreement

- (1) Under the terms of this Contract the Merchant is instructing Wirecard to process the transactions presented and initiated through the respective e-Wallet (each an "**e-Wallet Transaction**" and together the "**e-Wallet Transaction Turnover**") and to pay out the e-Wallet Transaction Turnover to the Merchant provided that Wirecard has received the e-Wallet Transaction Turnover from the corresponding e-Wallet Provider or from the service provider acting as an intermediary for the respective e-Wallet.
- (2) The e-Wallets agreed in accordance with the Online Application are accepted by the Merchant as a means of cashless payment to pay for the goods and services it offers.

§ 4 Prerequisites for the Acceptance of e-Wallets

- (1) The Merchant may allow goods and services to be paid for by e-Wallets in general or in individual cases in accordance with this Contract. The Merchant will not accept payment by e-Wallets if there is cause to believe that there is a case of fraudulent use.
- (2) If the Merchant accepts an e-Wallet it undertakes to offer to sell its goods and/or services to its customers by means of payment via the e-Wallet for the same prices and upon the same terms as are applicable to customers wishing to use a different payment method 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 instrument (e.g. online transfer) shall remain unaffected.
- (3) The Merchant is not authorised to accept e-Wallets as a means for the repayment of a loan or a cash payment previously granted by the Merchant.
- (4) The acceptance of the e-Wallet and the collection of the payment details may only be used for the purpose of paying for goods and services of the Merchant on the basis of a direct contractual relationship with the customer. The Merchant is not authorised to accept e-Wallets as a means of payment for goods or services:
 - (a) that fall under § 6 sub-clause (30) of the General Terms and Conditions of Business;
 - (b) which are not part of the Merchant's ordinary course of business stated in the Online Application;
 - (c) which are prohibited, illegal or immoral under the law governing the Merchant, the customer or the Merchant's goods/services, this particularly applies to goods/services in connection with gambling; or
 - (d) which include, or are associated with, instructions on how to produce weapons, bombs or other explosive devices.
- (5) e-Wallets may not be accepted to settle a non-collectable debt or to pay for a cheque that is not covered.
- (6) If the customer provides contradictory or incorrect details to the Merchant in connection with the placement of the order or the collection of payment details the Merchant may not accept the e-Wallet as a payment method. This also applies in the event that the order itself is unusual (e.g. because the same customer orders more than five (5) identical goods and/or services on two consecutive days or in aggregate in several orders or uses more than one e-Wallet or the security features allocated thereto) or there are other reasons for suspecting that the e-Wallet or the payment details are being used fraudulently.
- (7) Irrespective of § 2 sub-clause (4) of the General Terms and Conditions of Acceptance Wirecard shall be entitled to amend or supplement the provisions of § 4 sub-clause (1) to sub-clause (5) with immediate effect by written notice to the Merchant if Wirecard considers such amendments to be necessary or expedient due to the risk of fraudulent practices or such amendments become necessary because of requirements of the e-Wallet Provider or the intermediary service provider, through whom Wirecard procures the right to settle e-money transactions via the respective e-Wallet.

§ 5 Presentment of e-Wallet Transaction Turnover, Credits to the Customer

- (1) The Merchant is entitled to present to Wirecard all claims for payment due from customers which have been created and accepted through the use of an e-Wallet for settlement and to settle those claims for payment through Wirecard. The Merchant is not prevented from entering into

- contracts with other payment service providers for the acceptance of the e-Wallets agreed in this Contract unless the Merchant has expressly undertaken in the Online Application to work together with Wirecard exclusively.
- (2) All e-Wallet Transaction Turnover must be processed fully and solely via the Processing Platform in accordance with § 6 sub-clauses (10) et seq. of the General Terms and Conditions of Acceptance.
 - (3) Prior to forwarding the respective e-Wallet Transaction to Wirecard the Merchant shall electronically record:
 - (a) the customer's name and address;
 - (b) the date of the transaction;
 - (c) the invoiced amount; and
 - (d) any other details necessary resulting from the technical specifications relating to the respective e-Wallet (hereinafter referred to as "**e-Wallet Specifications**") which Wirecard shall provide to the Merchant upon request
 - (4) The data in this § 5 sub-clauses (3)(a)-(d) is together referred to as "**Transaction Data**". Subject to this § 5 sub-clause (4), the Merchant shall present the Transaction Data to Wirecard in full and in a readable format via the Processing Platform every time an e-Wallet Transaction is presented in accordance with the respective e-Wallet Specifications. The Merchant shall also document and maintain records of the Transaction Data in accordance with the provisions of § 8 of the General Terms and Conditions of Acceptance.
 - (5) The Merchant must only transmit the information stipulated under this § 5 sub-clause (3)(a) upon request by Wirecard.
 - (6) The Merchant shall only present e-Wallet Transactions for settlement where there is no suspicion of fraudulent use in accordance with § 4 sub-clause (1) or where the e-Wallet Transaction does not fall within the circumstances envisaged in sub-clause (3) to (6).
 - (7) After completing an e-Wallet Transaction the Merchant must provide the customer with a transaction receipt in writing or electronically. The receipt must include a clear transaction ID and the Merchant's internet address as well as any other details as required by applicable regulations.
 - (8) The Merchant must ensure that it has in place and that it maintains the necessary Prerequisites for Connection for connecting to the Processing Platform in accordance with § 6 sub-clauses (11) et seq. of the General Terms and Conditions of Acceptance and in accordance with the respective e-Wallet Specifications. The Merchant agrees and accepts 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 properly.
 - (9) The Merchant may give refunds arising out of e-Wallet Transaction Turnover (hereinafter "**Credits**") - insofar as the respective e-Wallet allows credits - only if the original e-Wallet Transaction is cancelled. If the e-Wallet 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 Credits arising out of cancelled transactions by crediting funds back to the e-Wallet Customer Account. Where cancelled transactions have already been presented for settlement exclusively via Wirecard, the respective Credit to the e-Wallet Customer Account must be initiated by the Merchant via Wirecard. In that case Wirecard shall refund the e-Wallet Transaction. The Merchant may give Credits by using the Online Tool. The Credit must be an electronic credit and in the amount of the previously executed e-Wallet Transaction. In addition the Merchant must issue an electronic record which includes the relevant customer data (hereinafter "**e-Wallet Customer Data**") and the amount of the Credit. This record must be made available to the customer using the agreed method of communication (e.g. by e-mail). The Merchant must present the Credit to Wirecard within two (2) Business Days (cf. § 2 sub-clause (30) of the General Terms and Conditions of Acceptance) of having cancelled the e-Wallet Transaction.
 - (10) The Merchant further undertakes to comply with the respective e-Wallet Specifications and to comply with the applicable general procedural requirements and, in particular, the technical, procedural and security requirements as well as other requirements that are to be observed when using and accepting e-Wallets. Wirecard shall notify the Merchant of the requirements through the Online Tool. The Merchant must also provide evidence of their compliance with the requirements in an appropriate manner to Wirecard upon request. The Merchant shall register for the respective e-Wallet if this is necessary pursuant to the respective e-Wallet Provider Terms and Conditions.
 - (11) The Merchant shall present an e-Wallet Transaction to Wirecard for settlement only once. If the Merchant has concluded agency contracts with other payment service providers, which are similar to this Contract, the Merchant may only ever present the respective e-Wallet Transaction to one e-Wallet Provider for settlement (hereinafter "**Prohibition of Multiple Presentments**"). Upon request, the Merchant must provide to Wirecard written evidence which demonstrates that the relevant e-Wallet Transaction was based on a legal transaction with the customer as permitted under this Contract and that it was in the corresponding amount.
 - (12) The Merchant may not present an e-Wallet Transaction until the goods or services underlying the e-Wallet Transaction have been delivered or provided to the customer or the agreed recipient of the goods/services, or the customer has agreed to an advance debit or a recurring debit on his e-Wallet Customer Account or has placed a corresponding payment order. Upon request by Wirecard, the Merchant must evidence that the prerequisites have been met.
 - (13) The Merchant undertakes to Wirecard that it will not consent to any cancellation of the payment by the customer in relation to the e-Wallet Provider after the payment has been authorised and that it will refrain from doing anything which would allow the customer to have such a right of cancellation.
 - (14) Irrespective of § 2 sub-clause (4) of the General Terms and Conditions of Acceptance Wirecard shall be entitled to amend or supplement the provisions of § 5 sub-clause (2) to sub-clause (11) with immediate effect by written notice to the Merchant if Wirecard considers such amendments to be necessary or expedient due to the risk of fraudulent practices or because such amendments become necessary due to the requirements of the e-Wallet Provider or the intermediary service provider, through whom Wirecard procures the right to settle e-money transactions via the respective e-Wallet.

§ 6 Authorisation of e-Wallet Transactions

- (1) Every e-Wallet Transaction requires online authorisation by the respective e-Wallet Provider (hereinafter referred to as "**Online Authorisation**"). Wirecard shall transmit the Online Authorisation to the Merchant.
- (2) Transmission of the Online Authorisation from Wirecard to the Merchant does not imply any promise by Wirecard to honour the e-Wallet Transaction and Wirecard shall remain entitled to make a Chargeback in accordance with § 9.
- (3) The Online Authorisation is issued or rejected automatically; in the event of a rejection, an error notification is transmitted to the Merchant.
- (4) It is not possible to settle e-Wallet Transaction Turnover if there is a disruption in the online transmission of the Online Authorisation or some other operational disruption. No manual or other settlement method is permitted.

§ 7 Payout, Assignment of Claims

- (1) The provisions of § 10 of the General Terms and Conditions of Acceptance shall apply to the payout and settlement of the payment sums resulting from the e-Wallet Transaction Turnover.
- (2) The payout amount shall in each case be the amount resulting from the e-Wallet Transaction Turnover made available to the Merchant by Wirecard less:
 - (a) the Holdback (§ 11) for the payout period concerned;
 - (b) as the case may be Chargebacks within the meaning of § 9 that have accrued up until the time of payout;
 - (c) charges and expenses owed to Wirecard under the provisions of this Contract; and
 - (d) as the case may be, any other items for deduction within the meaning of § 10 sub-clause (1) of the General Terms and Conditions of Acceptance.
- (3) 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 e-Wallets in Distance Sales Transactions.
- (4) The Merchant hereby assigns all of its claims against the customer in connection with the sale of goods and services and which have been created by use of the e-Wallet (claims arising out of the underlying transaction) as well as any claims against the e-Wallet Provider in connection

with use of the e-Wallet, to Wirecard, who accepts the assignment. The assignment shall in each case become effective from the date that Wirecard is presented with the e-Wallet Transaction. The provisions of § 9 shall remain unaffected.

§ 8 Fees and Reimbursement of Expenses

- (1) 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 e-Wallets in Distance Sales Transactions.
- (2) Wirecard shall charge the Merchant any special charges demanded by e-Wallet Providers or intermediary service providers, e.g. for registration in special vendor programmes, which it has had to pay in connection with the provisions of its services to the Merchant under the Contract.
- (3) The discount/disagio set out in the Online Tool is based on 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 as and when a change comes into effect). The discount/disagio shall in each case be charged on the e-Wallet Transaction's final invoice amount.
- (4) In addition to the expenses set out under § 9 sub-clause (6) of the General Terms and Conditions of Acceptance expenses shall without limitation also include all penalties, Chargebacks or other charges by the e-Wallet Providers or the intermediary service providers imposed by them on Wirecard either directly or indirectly to the extent that such penalties, Chargebacks or other charges were caused by the Merchant's e-Wallet Transaction or any act and/or omission of the Merchant and were charged on the basis of the e-Wallet Provider Terms and Conditions (§ 1 sub-clause (2)).
- (5) The charges, special charges and expenses shall be billed by e-mail or through the Online Tool. § 10 sub-clause (4) to (6) of the General Terms and Conditions of Acceptance apply.

§ 9 Chargebacks

- (1) The Merchant must refund Wirecard the payment sums it has received from Wirecard to the extent that the payment sums are charged back to Wirecard. In addition Wirecard may offset claims for a refund under sentence 1 against its own payment obligations towards the Merchant under the Contract and any other banking relationship with the Merchant. Any such refund/set-off is effected in addition to the charges that accrue for a refund/set-off.
- (2) The provisions of this § 9 shall continue to apply for a further period of eighteen (18) months following termination of this Contract. Wirecard's rights to impose Chargebacks on the Merchant are not limited by either Wirecard's transmission of the Online Authorisation (§ 6 sub-clause (1)).
- (3) In the event of any Chargeback under this § 9 Wirecard shall reassign the Merchant's claim against the customer underlying the Chargeback and any associated claims of the Merchant against the e-Wallet Provider back to the Merchant (cf. § 7 sub-clause (4)) in circumstances where Wirecard, acting reasonably, is satisfied that the Merchant has a corresponding claim for a refund. The Merchant hereby accepts such reassignment. The Merchant does not have any right to a refund of the service charge which accrued for the relevant e-Wallet Transaction.

§ 10 Liability, Reimbursement of Expenses, Preclusion of Objections

- (1) The liability of each of the parties under this Contract is governed by § 4 and § 5 of the General Terms and Conditions of Acceptance. This shall be without prejudice to any further claims for damages which Wirecard has.
- (2) The Merchant shall indemnify Wirecard by way of reimbursement from and against any penalties imposed on Wirecard by an e-Wallet Provider due to a breach of a contractual obligation caused by the Merchant, regardless of whether the Merchant believes that the penalties issued by the e-Wallet Provider are justified or otherwise. The duty to indemnify shall also apply regardless of whether the Merchant had an opportunity of raising objections or defences in relation to the imposition of the penalty prior to payment by Wirecard and Wirecard is under no obligation to allow the Merchant to negotiate with the respective e-Wallet Provider prior to payment of the penalties by the Merchant. Sentence 1 above applies mutatis mutandis for other claims of third parties against Wirecard based on any breaches by the Merchant or a third party employed by the Merchant of its obligations under this Contract. This shall be without prejudice to any further claims of Wirecard.
- (3) If a Chargeback has been lawfully made under § 9, the Merchant shall not make any further claims or objections against Wirecard in relation to the Chargeback. The Merchant shall be entitled to pursue this directly with the customer in order to assert its payment claim arising out of the underlying transaction which it concluded with the customer.

§ 11 Holdback/Provision of Security

The following shall apply in addition to § 11 of the General Terms and Conditions of Acceptance:

- (1) As security for all existing, future and conditional payments, to which Wirecard is entitled from the Merchant under this Contract, Wirecard shall hold back the relevant proportion of the final invoice amount of every e-Wallet Transaction as set out in the Online Tool (hereinafter "**Holdback**"). Wirecard shall pay the Holdback to the Merchant after the expiry of the holdback period set out in the Online Tool, which in any event shall be no later than 180 days following termination of the Contract.
- (2) If, due to breaches of contract by the Merchant, there is a possibility that Wirecard will incur penalties imposed by the e-Wallet Provider, for which the Merchant will be liable pursuant to the provisions of § 8 sub-clause (4) and § 10 sub-clause (2), Wirecard may demand a payment equivalent to the prospective amount of the penalties in advance as security for its claims.
- (3) Wirecard shall separate the Holdback amounts from the amounts to be paid out to the Merchant within one working day after the statement of account has been issued and shall transfer such amounts to a separately held account.
- (4) Wirecard has a right to realise the Holdback to settle amounts owing to it by the Merchant where the Merchant has not paid the sums due within two (2) weeks of receipt of a written statement of account or equivalent payment statement.
- (5) Wirecard shall regularly review the amount of the Holdback and assess the extent of the security risk. If the amount of the Holdback exceeds Wirecard's foreseeable security requirement (hereinafter referred to as "**Security Requirement**") by more than ten percent (10 %) Wirecard shall pay the excess amount to the Merchant. If – according to the chargeback rates to date and the estimated future development thereof as well as penalties already incurred 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 extend the holdback period. Wirecard's Security Requirement shall in particular be increased if:
 - (a) The Merchant's chargeback rate has increased by more than fifty percent (50 %) compared to the preceding month;
 - (b) The Merchant's sales cleared under these Special Terms and Conditions for e-Wallets in Distance Sales Transactions drop significantly;
or
 - (c) Notice to terminate the Contract is given.
- (6) After termination of the Contract the Holdback shall in any event remain with Wirecard for a further nine (9) months in order to secure any claims for recovery resulting from Chargebacks. The remaining credit balance shall be transferred 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 e-Wallet Providers the remaining credit balance can be retained for up to twelve (12) months after termination of the Contract. After expiry of the above-mentioned holdback period Wirecard shall 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 (6) of the General Terms and Conditions of Acceptance. 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.

§ 12 Advertising and Marketing

- (1) The Merchant must make the marks, logos and other distinctive signs which advertise the possibility of paying by e-Wallets 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 never on the first page of any such direct mail. If the direct mail campaign is directed at the holders of an e-Wallet the direct mail campaign must include an express note to the effect that the respective e-Wallet Provider 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 to customers the specific design of the direct mail campaign or of the advertising must be approved by the respective e-Wallet Provider. The above provision applies mutatis mutandis to mail campaigns sent by e-mail.
- (3) If an e-Wallet Provider requests, whether directly to the Merchant or through Wirecard, that use of the respective trademark/logo is ceased or requests that it is adapted to ensure it is in line with the requirements of the respective e-Wallet Provider, the Merchant shall promptly comply with the request at its own cost.

§ 13 Duty to Disclose Information, Audits

- (1) On request and with reasonable notice, the Merchant shall permit Wirecard, the e-Wallet Providers or a third party instructed by either Wirecard or the e-Wallet Providers to inspect its business premises in order to check the Merchant is acting and operating in compliance with the provisions of this Contract and with the requirements of the e-Wallet Providers, in particular, the e-Wallet Provider Terms and Conditions. In doing so, checks may be conducted to ascertain whether the Merchant's organisational measures are appropriate and in accordance with the standards customary in the trade for minimising the risk of any 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 must also enable any security audit carried out by the e-Wallet Providers or by a third party commissioned by the e-Wallet Providers to be performed and to cooperate without limitation and at its own cost.
- (2) 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/or third party service providers acting on behalf of the Merchant, whom the Merchant has commissioned in connection with the submission and processing of e-Wallet Transactions.

§ 14 Termination

- (1) In addition to § 12 sub-clause (8) of the General Terms and Conditions, Wirecard shall have the right to terminate the Special Terms and Conditions immediately and without notice if:
 - (a) the proportion of Chargebacks from e-Wallet Transactions over a period of two (2) months (hereinafter "**Assessment Period**") exceeds two percent (2 %) of the transaction volume or one percent (1 %) of the e-Wallet Transactions; following the expiry of the first six (6) months after the Contract entered into force, the Assessment Period is reduced to one (1) month or
 - (b) the Merchant breaches any material contractual obligations (including but not limited to non-compliance with the obligations stipulated in § 4 and § 5 of these Special Terms and Conditions for e-Wallet Transactions in Distance Sales, the obligations stipulated in § 6 and § 7 of the General Terms and Conditions of Acceptance as well as the e-Wallet Provider Terms and Conditions). Such breaches are in particular:
 - (i) If the Merchant (also) presents to Wirecard not only transactions from its own business but also transactions by third parties (so-called third party processing);
 - (ii) If the registered office (seat) of the Merchant, from which the Merchant operates its business, is not located in a country listed in the attached Schedule "List of Countries";
 - (iii) 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 prior to the completion of the payment process;
 - (iv) If the Merchant's website is not available in at least one European language (e.g. English);
 - (v) If the Merchant fails to draw the customers' attention to its general terms and conditions of business in a manner that is clearly visible;
 - (vi) If the Merchant fails to clearly draw attention on its web page to the e-Wallet Providers' trade marks to be used;
 - (vii) If the Merchant does not present any e-Wallet Transactions to Wirecard within a period of three months of the Contract having entered into force;
 - (viii) If the Merchant does not present any, or only minimal transaction turnover generated by e-Wallet Transactions (in terms of the number of e-Wallet Transactions and transaction volume) to Wirecard for a period of three months. Transaction turnover is negligible if the actual number of e-Wallet transactions or the actual e-Wallet Transaction Turnover falls short of the Merchant's forecast figures by more than seventy-five percent (75 %); or
 - (ix) If despite request by Wirecard, the Merchant does not implement the technical and security requirements of Wirecard or of the e-Wallet Providers or does not do so in due time.
- (2) Wirecard may terminate this Contract - also in part in relation to individual e-Wallets - immediately and without notice if:
 - (a) Wirecard discontinues the settlement of e-Wallet Transactions for certain e-Wallets;
 - (b) Wirecard loses any licences and/or permits that are necessary to render the performances under this Contract (e.g. software licences, licences from the e-Wallet Providers); or
 - (c) an e-Wallet Provider requires this Contract between Wirecard and the Merchant to be terminated.
- (3) Wirecard expressly reserves the right to partial termination of the Contract in relation to individual e-Wallets in accordance with this § 14.
- (4)

Special provisions for the processing of Transactions with paysafecard PINs

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§ 2 Risk Warnings

- (1) Wirecard draws attention to the fact that the acceptance of payments through e-Wallets in Distance Sales Transactions involves an extra high risk of fraudulent use as there is no personal contact with the customer and so therefore the customer cannot be identified in the same way as in e.g. face-to-face transactions. The Merchant should therefore only accept payments by e-Wallet if all of the customary measures for preventing fraudulent use are observed. Regardless of whether these measures are observed, there remains an increased risk of payment defaults compared with face-to-face transactions. This is particularly attributable to the risk of chargeback mentioned in § 2 sub-clause (2) (hereinafter referred to as "**Risk of Chargeback**"). In this regard the greatest responsibility lies with the Merchant because it is 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 e-Wallet despite the risk of fraudulent use.
- (2) Wirecard advises that an e-Wallet Provider may reserve the right to apply a so-called "chargeback", i.e. the right to return a payment that has been made through the respective e-Wallet (hereinafter referred to as "**Chargeback**"). Such a Chargeback may occur when a customer of the Merchant denies having given the instruction to execute a payment via the respective e-Wallet (hereinafter referred to as "**Disputed Case**") and/or to correspondingly debit his e-Wallet account (hereinafter referred to as "**e-Wallet Customer Account**"). In the event of a Chargeback Wirecard may be obliged in accordance with the agreements between it and the e-Wallet Provider to repay the relevant amount to the e-Wallet Provider even in circumstances where the Disputed Case appears to be unjustified or where the Merchant is able to submit evidence of the purchaser's identity. The prerequisites for and legal consequences of Chargebacks are set out in § 9.

§ 3 Subject Matter of the Agreement

- (1) Under the terms of this Contract the Merchant is instructing Wirecard to process the transactions presented and initiated through the respective e-Wallet (each an "**e-Wallet Transaction**" and together the "**e-Wallet Transaction Turnover**") and to pay out

the e-Wallet Transaction Turnover to the Merchant provided that Wirecard has received the e-Wallet Transaction Turnover from the corresponding e-Wallet Provider or from the service provider acting as an intermediary for the respective e-Wallet.

- (2) The e-Wallets agreed in accordance with the Online Application are accepted by the Merchant as a means of cashless payment to pay for the goods and services it offers.

§ 4 Prerequisites for the Acceptance of e-Wallets

- (1) The Merchant may allow goods and services to be paid for by e-Wallets in general or in individual cases in accordance with this Contract. The Merchant will not accept payment by e-Wallets if there is cause to believe that there is a case of fraudulent use.
- (2) If the Merchant accepts an e-Wallet it undertakes to offer to sell its goods and or services to its customers by means of payment via the e-Wallet for the same prices and upon the same terms as are applicable to customers wishing to use a different payment method 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 instrument (e.g. online transfer) shall remain unaffected.
- (3) The Merchant is not authorised to accept e-Wallets as a means for the repayment of a loan or a cash payment previously granted by the Merchant.
- (4) The acceptance of the e-Wallet and the collection of the payment details may only be used for the purpose of paying for goods and services of the Merchant on the basis of a direct contractual relationship with the customer. The Merchant is not authorised to accept e-Wallets as a means of payment for goods or services:
 - (a) that fall under § 6 sub-clause (30) of the General Terms and Conditions of Business;
 - (b) which are not part of the Merchant's ordinary course of business stated in the Online Application;
 - (c) which are prohibited, illegal or immoral under the law governing the Merchant, the customer or the Merchant's goods/services, this particularly applies to goods/services in connection with gambling; or
 - (d) which include, or are associated with, instructions on how to produce weapons, bombs or other explosive devices.
- (5) e-Wallets may not be accepted to settle a non-collectable debt or to pay for a cheque that is not covered.
- (6) If the customer provides contradictory or incorrect details to the Merchant in connection with the placement of the order or the collection of payment details the Merchant may not accept the e-Wallet as a payment method. This also applies in the event that the order itself is unusual (e.g. because the same customer orders more than five (5) identical goods and/or services on two consecutive days or in aggregate in several orders or uses more than one e-Wallet or the security features allocated thereto) or there are other reasons for suspecting that the e-Wallet or the payment details are being used fraudulently.
- (7) Irrespective of § 2 sub-clause (4) of the General Terms and Conditions of Acceptance Wirecard shall be entitled to amend or supplement the provisions of § 4 sub-clause (1) to sub-clause (5) with immediate effect by written notice to the Merchant if Wirecard considers such amendments to be necessary or expedient due to the risk of fraudulent practices or such amendments become necessary because of requirements of the e-Wallet Provider or the intermediary service provider, through whom Wirecard procures the right to settle e-money transactions via the respective e-Wallet.

§ 5 Presentment of e-Wallet Transaction Turnover, Credits to the Customer

- (1) The Merchant is entitled to present to Wirecard all claims for payment due from customers which have been created and accepted through the use of an e-Wallet for settlement and to settle those claims for payment through Wirecard. The Merchant is not prevented from entering into contracts with other payment service providers for the acceptance of the e-Wallets agreed in this Contract unless the Merchant has expressly undertaken in the Online Application to work together with Wirecard exclusively.
- (2) All e-Wallet Transaction Turnover must be processed fully and solely via the Processing Platform in accordance with § 6 sub-clauses (10) et seq. of the General Terms and Conditions of Acceptance.
- (3) Prior to forwarding the respective e-Wallet Transaction to Wirecard the Merchant shall electronically record:
 - (a) the customer's name and address;
 - (b) the date of the transaction;



- (c) the invoiced amount; and
 - (d) any other details necessary resulting from the technical specifications relating to the respective e-Wallet (hereinafter referred to as "**e-Wallet Specifications**") which Wirecard shall provide to the Merchant upon request
- (4) The data in this § 5 sub-clauses (3)(a)-(d) is together referred to as "**Transaction Data**". Subject to this § 5 sub-clause (4), the Merchant shall present the Transaction Data to Wirecard in full and in a readable format via the Processing Platform every time an e-Wallet Transaction is presented in accordance with the respective e-Wallet Specifications. The Merchant shall also document and maintain records of the Transaction Data in accordance with the provisions of § 8 of the General Terms and Conditions of Acceptance.
 - (5) The Merchant must only transmit the information stipulated under this § 5 sub-clause (3)(a) upon request by Wirecard.
 - (6) The Merchant shall only present e-Wallet Transactions for settlement where there is no suspicion of fraudulent use in accordance with § 4 sub-clause (1) or where the e-Wallet Transaction does not fall within the circumstances envisaged in sub-clause (3) to (6).
 - (7) After completing an e-Wallet Transaction the Merchant must provide the customer with a transaction receipt in writing or electronically. The receipt must include a clear transaction ID and the Merchant's internet address as well as any other details as required by applicable regulations.
 - (8) The Merchant must ensure that it has in place and that it maintains the necessary Prerequisites for Connection for connecting to the Processing Platform in accordance with § 6 sub-clauses (11) et seq. of the General Terms and Conditions of Acceptance and in accordance with the respective e-Wallet Specifications. The Merchant agrees and accepts 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 properly.
 - (9) The Merchant may give refunds arising out of e-Wallet Transaction Turnover (hereinafter "**Credits**") - insofar as the respective e-Wallet allows credits - only if the original e-Wallet Transaction is cancelled. If the e-Wallet 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 Credits arising out of cancelled transactions by crediting funds back to the e-Wallet Customer Account. Where cancelled transactions have already been presented for settlement exclusively via Wirecard, the respective Credit to the e-Wallet Customer Account must be initiated by the Merchant via Wirecard. In that case Wirecard shall refund the e-Wallet Transaction. The Merchant may give Credits by using the Online Tool. The Credit must be an electronic credit and in the amount of the previously executed e-Wallet Transaction. In addition the Merchant must issue an electronic record which includes the relevant customer data (hereinafter "**e-Wallet Customer Data**") and the amount of the Credit. This record must be made available to the customer using the agreed method of communication (e.g. by e-mail). The Merchant must present the Credit to Wirecard within two (2) Business Days (cf. § 2 sub-clause (30) the General Terms and Conditions of Acceptance) of having cancelled the e-Wallet Transaction.
 - (10) The Merchant further undertakes to comply with the respective e-Wallet Specifications and to comply with the applicable general procedural requirements and, in particular, the technical, procedural and security requirements as well as other requirements that are to be observed when using and accepting e-Wallets. Wirecard shall notify the Merchant of the requirements through the Online Tool. The Merchant must also provide evidence of their compliance with the requirements in an appropriate manner to Wirecard upon request. The Merchant shall register for the respective e-Wallet if this is necessary pursuant to the respective e-Wallet Provider Terms and Conditions.
 - (11) The Merchant shall present an e-Wallet Transaction to Wirecard for settlement only once. If the Merchant has concluded agency contracts with other payment service providers, which are similar to this Contract, the Merchant may only ever present the respective e-Wallet Transaction to one e-Wallet Provider for settlement (hereinafter "**Prohibition of Multiple Presentments**"). Upon request, the Merchant must provide to Wirecard written evidence which demonstrates that the relevant e-Wallet Transaction was based on a legal transaction with the customer as permitted under this Contract and that it was in the corresponding amount.
 - (12) The Merchant may not present an e-Wallet Transaction until the goods or services underlying the e-Wallet Transaction have been delivered or provided to the customer or the agreed recipient of the

goods/services, or the customer has agreed to an advance debit or a recurring debit on his e-Wallet Customer Account or has placed a corresponding payment order. Upon request by Wirecard, the Merchant must evidence that the prerequisites have been met.

- (13) The Merchant undertakes to Wirecard that it will not consent to any cancellation of the payment by the customer in relation to the e-Wallet Provider after the payment has been authorised and that it will refrain from doing anything which would allow the customer to have such a right of cancellation.
- (14) Irrespective of § 2 sub-clause (4) of the General Terms and Conditions of Acceptance Wirecard shall be entitled to amend or supplement the provisions of § 5 sub-clause (2) to sub-clause (11) with immediate effect by written notice to the Merchant if Wirecard considers such amendments to be necessary or expedient due to the risk of fraudulent practices or because such amendments become necessary due to the requirements of the e-Wallet Provider or the intermediary service provider, through whom Wirecard procures the right to settle e-money transactions via the respective e-Wallet.

§ 6 Authorisation of e-Wallet Transactions

- (1) Every e-Wallet Transaction requires online authorisation by the respective e-Wallet Provider (hereinafter referred to as "**Online Authorisation**"). Wirecard shall transmit the Online Authorisation to the Merchant.
- (2) Transmission of the Online Authorisation from Wirecard to the Merchant does not imply any promise by Wirecard to honour the e-Wallet Transaction and Wirecard shall remain entitled to make a Chargeback in accordance with § 9.
- (3) The Online Authorisation is issued or rejected automatically; in the event of a rejection, an error notification is transmitted to the Merchant.
- (4) It is not possible to settle e-Wallet Transaction Turnover if there is a disruption in the online transmission of the Online Authorisation or some other operational disruption. No manual or other settlement method is permitted.

§ 7 Payout, Assignment of Claims

- (1) The provisions of § 10 of the General Terms and Conditions of Acceptance shall apply to the payout and settlement of the payment sums resulting from the e-Wallet Transaction Turnover.
- (2) The payout amount shall in each case be the amount resulting from the e-Wallet Transaction Turnover made available to the Merchant by Wirecard less:
 - (a) the Holdback (§ 11) for the payout period concerned;
 - (b) as the case may be Chargebacks within the meaning of § 9 that have accrued up until the time of payout;
 - (c) charges and expenses owed to Wirecard under the provisions of this Contract; and
 - (d) as the case may be, any other items for deduction within the meaning of § 10 sub-clause (1) of the General Terms and Conditions of Acceptance.
- (3) 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 e-Wallets in Distance Sales Transactions.
- (4) The Merchant hereby assigns all of its claims against the customer in connection with the sale of goods and services and which have been created by use of the e-Wallet (claims arising out of the underlying transaction) as well as any claims against the e-Wallet Provider in connection with use of the e-Wallet, to Wirecard, who accepts the assignment. The assignment shall in each case become effective from the date that Wirecard is presented with the e-Wallet Transaction. The provisions of § 9 shall remain unaffected.

§ 8 Fees and Reimbursement of Expenses

- (1) 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 e-Wallets in Distance Sales Transactions.
- (2) Wirecard shall charge the Merchant any special charges demanded by e-Wallet Providers or intermediary service providers, e.g. for registration in special vendor programmes, which it has had to pay in connection with the provisions of its services to the Merchant under the Contract.
- (3) The discount/disagio set out in the Online Tool is based on 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 as and when a change comes into effect). The discount/disagio shall in each case be charged on the e-Wallet Transaction's final invoice amount.
- (4) In addition to the expenses set out under § 9 sub-clause (6) of the General Terms and Conditions of Acceptance expenses shall without limitation also include all penalties, Chargebacks or other charges by the e-Wallet Providers or the intermediary service providers imposed by them on Wirecard either directly or indirectly to the extent that such penalties, Chargebacks or other charges were caused by the Merchant's e-Wallet Transaction or any act and/or omission of the Merchant and were charged on the basis of the e-Wallet Provider Terms and Conditions (§ 1 sub-clause (2)).
 - (5) The charges, special charges and expenses shall be billed by e-mail or through the Online Tool. § 10 sub-clause (4) to (6) of the General Terms and Conditions of Acceptance apply.

§ 9 Chargebacks

- (1) The Merchant must refund Wirecard the payment sums it has received from Wirecard to the extent that the payment sums are charged back to Wirecard. In addition Wirecard may offset claims for a refund under sentence 1 against its own payment obligations towards the Merchant under the Contract and any other banking relationship with the Merchant. Any such refund/set-off is effected in addition to the charges that accrue for a refund/set-off.
- (2) The provisions of this § 9 shall continue to apply for a further period of eighteen (18) months following termination of this Contract. Wirecard's rights to impose Chargebacks on the Merchant are not limited by either Wirecard's transmission of the Online Authorisation (§ 6 sub-clause (1)).
- (3) In the event of any Chargeback under this § 9 Wirecard shall reassign the Merchant's claim against the customer underlying the Chargeback and any associated claims of the Merchant against the e-Wallet Provider back to the Merchant (cf. § 7 sub-clause (4)) in circumstances where Wirecard, acting reasonably, is satisfied that the Merchant has a corresponding claim for a refund. The Merchant hereby accepts such reassignment. The Merchant does not have any right to a refund of the service charge which accrued for the relevant e-Wallet Transaction.

§ 10 Liability, Reimbursement of Expenses, Preclusion of Objections

- (1) The liability of each of the parties under this Contract is governed by § 4 and § 5 of the General Terms and Conditions of Acceptance. This shall be without prejudice to any further claims for damages which Wirecard has.
- (2) The Merchant shall indemnify Wirecard by way of reimbursement from and against any penalties imposed on Wirecard by an e-Wallet Provider due to a breach of a contractual obligation caused by the Merchant, regardless of whether the Merchant believes that the penalties issued by the e-Wallet Provider are justified or otherwise. The duty to indemnify shall also apply regardless of whether the Merchant had an opportunity of raising objections or defences in relation to the imposition of the penalty prior to payment by Wirecard and Wirecard is under no obligation to allow the Merchant to negotiate with the respective e-Wallet Provider prior to payment of the penalties by the Merchant. Sentence 1 above applies mutatis mutandis for other claims of third parties against Wirecard based on any breaches by the Merchant or a third party employed by the Merchant of its obligations under this Contract. This shall be without prejudice to any further claims of Wirecard.
- (3) If a Chargeback has been lawfully made under § 9, the Merchant shall not make any further claims or objections against Wirecard in relation to the Chargeback. The Merchant shall be entitled to pursue this directly with the customer in order to assert its payment claim arising out of the underlying transaction which it concluded with the customer.

§ 11 Holdback/Provision of Security

- The following shall apply in addition to § 11 of the General Terms and Conditions of Acceptance:
- (1) As security for all existing, future and conditional payments, to which Wirecard is entitled from the Merchant under this Contract, Wirecard shall hold back the relevant proportion of the final invoice amount of every e-Wallet Transaction as set out in the Online Tool (hereinafter "**Holdback**"). Wirecard shall pay the Holdback to the Merchant after the expiry of the holdback period set out in the Online Tool, which in any event shall be no later than 180 days following termination of the Contract.

- (2) If, due to breaches of contract by the Merchant, there is a possibility that Wirecard will incur penalties imposed by the e-Wallet Provider, for which the Merchant will be liable pursuant to the provisions of § 8 sub-clause (4) and § 10 sub-clause (2), Wirecard may demand a payment equivalent to the prospective amount of the penalties in advance as security for its claims.
- (3) Wirecard shall separate the Holdback amounts from the amounts to be paid out to the Merchant within one working day after the statement of account has been issued and shall transfer such amounts to a separately held account.
- (4) Wirecard has a right to realise the Holdback to settle amounts owing to it by the Merchant where the Merchant has not paid the sums due within two (2) weeks of receipt of a written statement of account or equivalent payment statement.
- (5) Wirecard shall regularly review the amount of the Holdback and assess the extent of the security risk. If the amount of the Holdback exceeds Wirecard's foreseeable security requirement (hereinafter referred to as "**Security Requirement**") by more than ten percent (10 %) Wirecard shall pay the excess amount to the Merchant. If – according to the chargeback rates to date and the estimated future development thereof as well as penalties already incurred 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 extend the holdback period. Wirecard's Security Requirement shall in particular be increased if:
 - (a) The Merchant's chargeback rate has increased by more than fifty percent (50 %) compared to the preceding month;
 - (b) The Merchant's sales cleared under these Special Terms and Conditions for e-Wallets in Distance Sales Transactions drop significantly; or
 - (c) Notice to terminate the Contract is given.
- (6) After termination of the Contract the Holdback shall in any event remain with Wirecard for a further nine (9) months in order to secure any claims for recovery resulting from Chargebacks. The remaining credit balance shall be transferred 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 e-Wallet Providers the remaining credit balance can be retained for up to twelve (12) months after termination of the Contract. After expiry of the above-mentioned holdback period Wirecard shall 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 (6) of the General Terms and Conditions of Acceptance. 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.

§ 12 Advertising and Marketing

- (1) The Merchant must make the marks, logos and other distinctive signs which advertise the possibility of paying by e-Wallets 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 never on the first page of any such direct mail. If the direct mail campaign is directed at the holders of an e-Wallet the direct mail campaign must include an express note to the effect that the respective e-Wallet Provider 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 to customers the specific design of the direct mail campaign or of the advertising must be approved by the respective e-Wallet Provider. The above provision applies mutatis mutandis to mail campaigns sent by e-mail.
- (3) If an e-Wallet Provider requests, whether directly to the Merchant or through Wirecard, that use of the respective trademark/logo is ceased or requests that it is adapted to ensure it is in line with the requirements of the respective e-Wallet Provider, the Merchant shall promptly comply with the request at its own cost.

§ 13 Duty to Disclose Information, Audits

- (1) On request and with reasonable notice, the Merchant shall permit Wirecard, the e-Wallet Providers or a third party instructed by either Wirecard or the e-Wallet Providers to inspect its business premises in order to check the Merchant is acting and operating in compliance with the provisions of this Contract and with the requirements of the e-Wallet Providers, in particular, the e-Wallet Provider Terms and



Conditions. In doing so, checks may be conducted to ascertain whether the Merchant's organisational measures are appropriate and in accordance with the standards customary in the trade for minimising the risk of any 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 must also enable any security audit carried out by the e-Wallet Providers or by a third party commissioned by the e-Wallet Providers to be performed and to cooperate without limitation and at its own cost.

- (2) 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/or third party service providers acting on behalf of the Merchant, whom the Merchant has commissioned in connection with the submission and processing of e-Wallet Transactions.

§ 14 Termination

- (1) In addition to § 12 sub-clause (8) of the General Terms and Conditions, Wirecard shall have the right to terminate the Special Terms and Conditions immediately and without notice if:
 - (a) the proportion of Chargebacks from e-Wallet Transactions over a period of two (2) months (hereinafter "**Assessment Period**") exceeds two percent (2 %) of the transaction volume or one percent (1 %) of the e-Wallet Transactions; following the expiry of the first six (6) months after the Contract entered into force, the Assessment Period is reduced to one (1) month or
 - (b) the Merchant breaches any material contractual obligations (including but not limited to non-compliance with the obligations stipulated in § 4 and § 5 of these Special Terms and Conditions for e-Wallet Transactions in Distance Sales, the obligations stipulated in § 6 and § 7 of the General Terms and Conditions of Acceptance as well as the e-Wallet Provider Terms and Conditions). Such breaches are in particular:
 - (i) If the Merchant (also) presents to Wirecard not only transactions from its own business but also transactions by third parties (so-called third party processing);
 - (ii) If the registered office (seat) of the Merchant, from which the Merchant operates its business, is not located in a country listed in the attached Schedule "List of Countries";
 - (iii) 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 prior to the completion of the payment process;
 - (iv) If the Merchant's website is not available in at least one European language (e.g. English);
 - (v) If the Merchant fails to draw the customers' attention to its general terms and conditions of business in a manner that is clearly visible;
 - (vi) If the Merchant fails to clearly draw attention on its web page to the e-Wallet Providers' trade marks to be used;
 - (vii) If the Merchant does not present any e-Wallet Transactions to Wirecard within a period of three months of the Contract having entered into force;
 - (viii) If the Merchant does not present any, or only minimal transaction turnover generated by e-Wallet Transactions (in terms of the number of e-Wallet Transactions and transaction volume) to Wirecard for a period of three months. Transaction turnover is negligible if the actual number of e-Wallet transactions or the actual e-Wallet Transaction Turnover falls short of the Merchant's forecast figures by more than seventy-five percent (75 %); or
 - (ix) If despite request by Wirecard, the Merchant does not implement the technical and security requirements of Wirecard or of the e-Wallet Providers or does not do so in due time.
- (2) Wirecard may terminate this Contract - also in part in relation to individual e-Wallets - immediately and without notice if:
 - (a) Wirecard discontinues the settlement of e-Wallet Transactions for certain e-Wallets;
 - (b) Wirecard loses any licences and/or permits that are necessary to render the performances under this Contract (e.g. software licences, licences from the e-Wallet Providers); or

(c) an e-Wallet Provider requires this Contract between Wirecard and the Merchant to be terminated.

- (3) Wirecard expressly reserves the right to partial termination of the Contract in relation to individual e-Wallets in accordance with this § 14.

- (4) **Special provisions for the processing of Transactions with paysafecard PINs**

§ 15 Scope of Application

If Wirecard and the Merchant have agreed that the Merchant shall accept, and Wirecard shall process, transactions initiated by means of paysafecard PINs (hereinafter collectively "paysafecard Products") (hereinafter "paysafecard Transactions"), the provisions of § 16 to § 20 shall apply in addition to and - in the case of inconsistencies - with precedence over the other provisions in these Special T&Cs for e-wallets in Distance Sales Transactions.

§ 16 Granting of a Licence to PSC Group for Use of the Merchant's Trademarks

- (1) The paysafecard Products are issued by Prepaid Services Company Limited, Floor 27, 25 Canada Square, Canary Wharf, London E14 5LQ, United Kingdom (hereinafter "PSC") or a company associated with PSC (hereinafter "PSC Company"; and PSC and PSC Companies hereinafter collectively "PSC Group"), or a banking partner of PSC Group or any other authorised issuer.
- (2) For the duration of this business relationship, the Merchant directly grants PSC and every PSC Company a non-exclusive, globally valid, royalty-free licence for displaying the Merchant's trademarks on the paysafecard website and in advertising and information material for paysafecard Products (hereinafter "PSC Licence").
- (3) The Merchant shall indemnify Wirecard against all claims of PSC, a PSC Company or any other third parties arising from the PSC Licence infringing any intellectual property rights of third parties.

§ 17 Non-permitted Business Segments

- (1) The Merchant shall not offer any of the goods or services specified below:
 - (a) anonymising services;
 - (b) weapons or goods relating to weapons, e.g. guns, gun components, ammunition or knives;
 - (c) illegal drugs or drug accessories;
 - (d) prescription medicine or devices;
 - (e) tobacco products;
 - (f) products or services that infringe copyrights, trademarks, personality rights or data protection rights or other property rights under the laws of any countries;
 - (g) pyramid, snowball or other systems with a "get rich quick" promise;
 - (h) gamebots;
 - (i) e-money exchange platforms (e.g. Linden dollars).
- (2) Wirecard shall have the right to alter or add to the above list of non-permitted business segments, if such amendments or additions are necessary in order to ensure compliance with the requirements laid down by PSC. Any amendments or supplementing documents shall be communicated to the Merchant, in written form, in good time before the changes or amendments enter into effect. Such communication may take place through the Online Tool.

§ 18 Non-permitted Countries/Territories

- (1) The Merchant shall not have its registered office in any of the countries/territories listed below:
 - (a) Afghanistan;
 - (b) the Crimean Peninsula;
 - (c) Cuba;
 - (d) North Korea;
 - (e) Iran;
 - (f) Iraq;
 - (g) Myanmar;
 - (h) Nigeria;
 - (i) Somalia;
 - (j) South Sudan;
 - (k) Sudan;
 - (l) Syria;
 - (m) Yemen.
- (2) Wirecard shall have the right to alter or add to the above list of non-permitted countries/territories, if such amendments or additions are necessary in order to ensure compliance with the requirements laid down by PSC. Any amendments or supplementing documents shall be communicated to the Merchant, in written form, in good time



before the changes or amendments enter into effect. Such communication may take place through the Online Tool.

§ 19 Disclosure of Information via the Merchant

For audit and verification purposes, in particular for the clarification of any abnormalities in connection with any of the Merchant's individual paysafecard Transactions, the Merchant shall, on request, make available to PSC, a PSC Company and/or a supervisory authority having jurisdiction over the PSC Group or Wirecard all information reasonably required and requested by such parties for carrying out the checks that they consider necessary. For these purposes, Wirecard may send information concerning the Merchant to the companies and authorities referred to in this clause 19.

§ 20 Termination for Good Cause Without Prior Notice

Wirecard may immediately terminate the services relevant to the processing of paysafecard Transactions for good cause without prior notice, if:

- (a) the Merchant breaches any of its obligations under clauses 15 to 20 inclusive;
 - (b) Wirecard, in its sole discretion, considers that reputational damage to PSC, a PSC Company or any other issuer of a paysafecard Product could arise as a result of the use or display of paysafecard Products as a payment instrument on the Merchant's websites;
 - (c) the issuing of paysafecard Products is discontinued or restricted;
 - (d) the Merchant operates illegal betting or gambling itself or acts as an intermediary for illegal betting or gambling offered by other providers; or
 - (e) a supervisory authority having jurisdiction over PSC Group or Wirecard orders that the processing of paysafecard Products for the Merchant be discontinued.
- (2) Any provisions regarding termination in the the General Terms and Conditions of Acceptance shall remain unaffected.

