

Special Terms and Conditions for the Acceptance of Mobile Payments

§ 1 Scope of application

- (1) The Special Terms and Conditions for the acceptance of Mobile Payment (hereinafter: "**Special Terms and Conditions mPayment**"), shall apply to the provision of payment services by Wirecard for Merchants who offer their customers payment options in the form of "present transactions" (purchase of goods and/or services in one of the Merchant's retail outlets) using the mobile payment solutions agreed in the Online Application (hereinafter: "**Mobile Payment Methods**"), from the providers agreed in the Online Application (hereinafter: "**mPayment Providers**").
- (2) The Special Terms and Conditions mPayment shall apply in addition to the General Terms and Conditions of Acceptance for Transactions at Point-of-Sale (hereinafter: "General Terms and Conditions of Acceptance"). The terms used in these Special Terms and Conditions mPayment shall have the meaning as defined in the General Terms and Conditions of Acceptance. References to §§ refer to the provisions of these Special Terms and Conditions mPayment, except if express reference is made to provisions in the General Terms and Conditions of Acceptance, or other Special Terms and Conditions.
- (3) In as far as the Merchant holds accounts with Wirecard for the processing of payments via Mobile Payment Methods under this Agreement, separate terms and conditions apply between Wirecard and the Merchant regarding the opening and use of these accounts, which shall be agreed separately and in addition to this Contract when such accounts are opened.

§ 2 Subject Matter of the Contract

- (1) The Merchant instructs Wirecard in accordance with the provisions of the Contract to process the presented Transactions initiated by means of the relevant Mobile Payment Method (hereinafter "**mPayment Transactions**") and to remit to the Merchant the payments resulting from mPayment Transactions (provided Wirecard has received such mPayment Transactions from the relevant mPayment Provider or the service provider interposed for the relevant Mobile Payment Method).

§ 3 Conditions for the acceptance of Mobile Payment methods

- (1) The Merchant may allow goods and/or services to be paid for by Mobile Payment Methods by Customers in general or in individual cases in accordance with the provisions of the Contract.
- (2) In accepting Mobile Payment Methods, the Merchant undertakes to offer to sell all goods and/or services offered by the Merchant to the respective Customer for the same prices and upon the same terms as are applicable to Customers wishing to use another payment method. In particular, the Merchant shall not charge any additional costs or require any security and shall not put the Customer in any worse position than other customers (principle of "no surcharge") unless any such surcharges are applied in accordance with applicable law and regulations in the jurisdiction in which the Merchant is based.
- (3) The Merchant is not authorised to accept Mobile Payment Methods as repayment of a previously granted loan or a prior cash payment made by the Merchant.
- (4) The acceptance of the Mobile Payment Methods and collection of payment data by the Merchant may only be carried out for the purpose of payment for the Merchant's goods and services by the Customer on the basis of a direct contractual relationship with the Customer. The Merchant is not authorised to accept payments via Mobile Payment Methods for goods or services:
 - (a) pursuant to § 6 sub-clause 12 of the General Terms and Conditions of Acceptance; or
 - (b) that are not offered in the Merchant's ordinary course of business as stated in the Online Application; or
 - (c) that are prohibited, illegal or immoral under the laws applicable to the Merchant, the Customer or the Merchant's services; this applies in particular to services associated with gambling; or
 - (d) that do not comply with the relevant mPayment Provider Terms and Conditions set out in Annex 1 a) (Alipay) and Annex 1 b) (WeChat) of these Special Terms and Conditions mPayment; or

- (e) that include, or are associated with, instructions on the manufacture of weapons, bombs or other explosive devices.
- (5) Mobile Payment Methods shall not be accepted as settlement for claims which cannot be collected or as payment for bad checks.
- (6) If the Customer has provided contradicting or incorrect information to the Merchant in connection with the purchase, the Merchant shall not accept the Mobile Payment Method as a means of payment. This also applies if there is reason to suspect fraudulent use, in particular if there are doubts regarding the Customer's right to use the Mobile Payment Method. Indications of such suspicion of fraud shall in particular be deemed to exist if the purchasing process was unusual (e.g. because a Customer uses more than one Mobile Payment Method, or because the total amount of the mPayment Transaction is split up on the Customer's request, or because the Customer, when the mPayment Transaction is initiated, predicts that problems regarding acceptance of the Mobile Payment Method may occur).
- (7) 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 § 4 sub-clauses 1 to 4, immediately upon written notice to the Merchant if Wirecard is of the opinion that such modifications are necessary or expedient due to fraudulent practices, or with two (2) months' written notice to the Merchant if such modifications become necessary due to requirements issued by the relevant mPayment Provider or interposed service providers via whom Wirecard acquires the right to process payment transactions through the relevant Mobile Payment Method.

§ 4 Submission of mPayment Transactions, Credit Notes to Customers

- (1) The Merchant is entitled to submit to Wirecard all mPayment transactions for settlement through Wirecard. The Merchant is not prevented from also concluding contracts on acceptance of the Mobile Payment Methods agreed in the Contract with other payment service providers, unless the Merchant has expressly undertaken to cooperate exclusively with Wirecard.
- (2) In accordance with § 6 sub-clause 10 of the General Terms and Conditions of Acceptance, submission of mPayment Transactions must take place via the terminals approved by Wirecard exclusively for this purpose, via the Merchant's cash register connected to the Wirecard system, or via other technologies made available by Wirecard for the purpose of submitting mPayment Transactions. The connection method shall be agreed in the Online Application. All mPayment Transactions must be processed fully and exclusively via the agreed connection method (hereinafter "**mPayment Processing**").
- (3) Before forwarding the respective mPayment Transaction to Wirecard, the Merchant shall electronically record
 - (a) the date of the transaction;
 - (b) the invoice amount; and
 - (c) other data required for the specific Mobile Payment Method that result from the technical specifications for the respective Mobile Payment Method (hereinafter "**mPayment Specifications**"); Wirecard will provide these to the Merchant prior to the conclusion of the Contract, in written or in electronic form,
 (these data are jointly referred to hereinafter as "**Transaction Data**"). The Merchant shall transmit the complete Transaction Data to Wirecard via the agreed connection method and in the form agreed with Wirecard, together with the mPayment Transaction, in accordance with the applicable mPayment Specifications and the provisions agreed in § 7 of the General Terms and Conditions of Acceptance. The Merchant shall transmit the Transaction Data with every submission of mPayment Transactions.
- (4) The Merchant shall only submit for settlement mPayment Transactions that are compliant with § 4.
- (5) After an mPayment Transaction has been completed, the Merchant must provide the Customer with a transaction receipt (in paper or electronic form). This receipt must contain a unique transaction code and the minimum details required by law.
- (6) The Merchant shall only initiate refunds for mPayment Transactions (hereinafter "**Credit Notes**") - provided the relevant Mobile Payment Method allows Credit Notes - via the communication methods approved by Wirecard. Wirecard shall refund the mPayment Transaction. The Merchant must also provide the Customer with a receipt for the Credit Note (in paper or electronic form). The Merchant shall submit the Credit Note to Wirecard within two (2) working days of cancellation of the mPayment Transaction.



- (7) The Merchant shall present an mPayment Transaction to Wirecard for settlement once only. If the Merchant has concluded agreements for similar services with other payment service providers, the Merchant shall only ever present the respective mPayment Transaction to one payment service provider for settlement. The Merchant must provide Wirecard on request with written proof that the mPayment Transaction presented for settlement was based on a legal transaction with the Customer for the amount specified and permissible under the Contract, and that the Merchant duly provided the goods and/or services owed under such mPayment Transaction.
- (8) The Merchant may only submit an mPayment Transaction once the relevant goods and/or services have been provided to the Customer and/or the agreed recipient, or if the Customer has approved of a preliminary deduction from his/her mPayment customer account and has issued the required payment order. On Wirecard's request, the Merchant shall provide proof that these conditions are met.
- (9) The Merchant hereby undertakes towards Wirecard that it shall not consent to a revocation of a transaction made by a customer after authorisation for that transaction has been received by the Merchant. In practice, authorisation for a transaction will be received by Wirecard almost immediately and the Merchant agrees that it shall need to process a refund in these circumstances.
- (10) Notwithstanding § 2 sub-clause 5 of the General Terms and Conditions of Acceptance, Wirecard shall have the right, in its reasonable discretion, to modify or amend the provisions of § 4(2) to § 4(9), immediately upon written notice to the Merchant if Wirecard is of the opinion that such modifications are necessary or expedient due to fraudulent practices, or with two (2) months' written notice if such modifications become necessary due to requirements issued by the mPayment Provider or interposed service providers via whom Wirecard acquires the right to process payment transactions through the relevant Mobile Payment Method.

§ 5 Authorising mPayment Transactions

- (1) All mPayment Transactions require online authorisation by Wirecard (hereinafter: "Authorisation") which Wirecard shall transmit to the Merchant.
- (2) Where the Merchant makes its Authorisation request, the Merchant must transmit all of the data requested by Wirecard. If Authorisation for the mPayment Transaction is granted, Wirecard shall notify the Merchant of an Authorisation number. The Merchant has no claim against Wirecard that an Authorisation number be granted and Wirecard may, exercising its own discretion, refuse the Authorisation on the basis of its risk assessment or, make the Authorisation dependent on measures to be taken by the Merchant to limit the risk.
- (3) By issuing the Authorisation number, Wirecard confirms that at the time of the Authorisation and according to the information from the mPayment Provider, use of the Mobile Payment Method is not restricted under the scope of this Contract, the use of the particular Mobile Payment Method by the Customer has not been declared invalid on any blacklist and that the mPayment Transaction amount is within any relevant transaction limits. The Authorisation number does not include an undertaking to pay and if relevant to the particular Mobile Payment Method, Wirecard remains entitled to charge back an mPayment Transaction if the conditions for chargebacks under this Contract are met.
- (4) Authorisations (or refusals) shall take place automatically. In the event of a refusal, an error message will be sent to the Merchant.
- (5) The Merchant acknowledges and agrees that Wirecard shall be unable to process mPayment Transactions if the online transmission of the Authorisation is disrupted, or if operations are otherwise interrupted. Manual or other processing is not permitted.
- (6) For mPayment Transactions where the exact amount of the mPayment Transaction is not known in advance, the Merchant must inform the Customer of the exact amount to be blocked on the Customer's payment account at the time of the mPayment Transaction.

§ 6 Payout

- (1) The provisions set out in § 9 of the General Terms and Conditions of Acceptance shall apply to the payout and settlement of the payment sums resulting from the submitted mPayment Transactions.
- (2) The payment sum is the amount resulting from the submitted mPayment Transaction made available to the Merchant by Wirecard, less:
 - (a) any security required by Wirecard in accordance with § 10 of the General Terms and Conditions of Acceptance;

- (b) any Chargebacks within the meaning of § 8 that have accrued up until the time of payout;
 - (c) any charges and expenses owed to Wirecard under the provisions of the Contract; and
 - (d) any other items which Wirecard is entitled to deduct in accordance with § 9 sub-clause 1 of the General Terms and Conditions of Acceptance.
- (3) Wirecard may offset the charges, expenses and other deductions to which it is entitled under the Contract pursuant to § 9 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 mPayment.

§ 7 Charges and reimbursement of expenses

- (1) In addition to § 8 of the General Terms and Conditions of Acceptance, the following provisions shall apply to the charges and expenses to which Wirecard is entitled as consideration for the provision of its services under these Special Terms and Conditions mPayment.
- (2) Wirecard shall pass on to the Merchant any special costs charged by mPayment Providers and/or interposed service providers (for instance costs for the registration with special merchant programs).
- (3) The basis for the discounts agreed in the Online Application is the total value per month of all mPayment Transactions specified by the Merchant upon conclusion of the Contract or in an agreed amendment (Transaction Volume) as well as the average mPayment Transaction amount per month (total value of all mPayment Transactions in relation to the number of mPayment Transactions). The discount will in each case be calculated on the basis of the final invoice amount of an mPayment Transaction.
- (4) The expenses within the meaning of § 8 sub-clause 7 of the General Terms and Conditions of Acceptance shall also include any penalties or other fees from mPayment Providers and/or interposed service providers that are imposed on Wirecard directly or indirectly, where such penalties or fees are incurred due to the Merchant's mPayment Transactions or due to some act and/or omission on the Merchant's part.
- (5) The statement of account for charges, special costs and expenses shall be sent by email or via the communication method approved by Wirecard. § 9 sub-clauses 3 to 5 of the General Terms and Conditions of Acceptance shall apply.
- (6) Upon conclusion of the Contract, Wirecard shall provide the Merchant with a list of potential applicable penalties, special costs and other fees, in written or electronic form.

§ 8 Chargebacks

- (1) It is acknowledged that the mPayment Provider provides security in accordance with § 10 of the General Terms and Conditions of Acceptance. In any event, in circumstances where the mPayment Provider charges an mPayment Transaction back to Wirecard (a "Chargeback"), such Chargeback shall only be valid where there has been non-compliance with the mPayment Provider's terms of business (with regard to the type of transactions being conducted), fraud, misuse, non-delivery of goods or other illegal action on behalf of the Merchant. In the event of non-delivery of the products, the Customer must provide proof of such non-delivery for the claim to be valid. The Merchant, in such eventuality, may provide a copy of the purchase receipt or other valid proof as evidence disproving such claim.
- (2) The Merchant must reimburse Wirecard for any payment sums paid out to it by Wirecard, to the extent that such payment sums are charged back to Wirecard (e.g. because the Customer has a Chargeback claim). Wirecard may offset Chargeback claims pursuant to sentence 1 against its own payment obligations towards the Merchant. In the event of any such reimbursement/setoff, the fees incurred for processing the same shall be chargeable to the Merchant.
- (3) The provisions in this § 8 continue to be valid for a further eighteen (18) months after the termination of the Contract. Wirecard's chargeback rights in relation to the Merchant and the Contract shall not be limited, including by the transmission of the Authorisation by Wirecard.

§ 9 Liability, reimbursement of expenses, exclusion of objections

- (1) Liability under this Contract shall be governed by § 4 and 5 of the General Terms and Conditions of Acceptance. This is without prejudice to Wirecard's further statutory claims to damages. In addition, the provisions of this § 9 shall apply.



- (2) The Merchant shall indemnify Wirecard from and against penalties issued to Wirecard by mPayment Providers due to a breach by the Merchant of any of its obligations under the Contract and/or the mPayment Provider's terms of business. The Merchant shall also indemnify Wirecard against any expenses it incurs in dealing with such penalties. The Merchant acknowledges and agrees that it is irrelevant whether such penalties are justified in the relationship between Wirecard (or the Merchant) and the mPayment Providers. The Merchant's duty to indemnify shall apply even if the Merchant was unable to raise objections or defences prior to the payment by Wirecard.
- (3) § 9(2) above shall also apply to other third-party claims against Wirecard based on a breach by the Merchant or by a third party employed or contracted by the Merchant of its obligations under the Contract. Wirecard reserves its rights in respect of any other claims it may have under the Contract or otherwise.
- (4) If a Chargeback has been carried out pursuant to § 8 and § 9, any further claims or objections on the part of the Merchant against Wirecard shall be excluded. The Merchant shall be free to directly contact the Customer in order to assert its payment claims from the underlying transaction with the Customer.
- (5) Wirecard shall not be liable for downtimes or other interruptions in the operation of the relevant Mobile Payment Method.
- (6) Wirecard shall not be liable for errors during the processing of mPayment Transactions caused by an mPayment Provider or by a service provider interposed for the relevant Mobile Payment Method and such entities are not acting as agents of Wirecard.

§ 10 Technical connection, Merchant Account ID

- (1) All payments to be processed under this Contract shall be recorded via a connection from the Merchant to Wirecard's technical platform (hereinafter: "**Processing Platform**"), and shall be processed via the Processing Platform in accordance with the provisions of the Contract. The Merchant's connection to the Processing Platform may be implemented via various interfaces, e.g. an API interface, direct cash register integration or a cash register integration via software provided by Wirecard (hereinafter jointly referred to as "**Interfaces**").
 - (2) If required for the technical connection, the Merchant undertakes to carry out and ensure during the term of this Contract, programming, configuration and implementation of the Merchant system Interfaces and/or installation of the software provided by Wirecard, subject to the Interface specifications and/or installation instructions provided by Wirecard, such that the Merchant's system complies with the requirements for the connection to the Processing Platform via the Interfaces (hereinafter: "**Connection Requirements**").
 - (3) Wirecard shall provide the Merchant with the Interface specifications in good time. If required for the technical connection (for instance in the event of direct cash register integration), the Merchant undertakes to implement in good time all changes, modifications and other developments to the Interface specifications which Wirecard shall provide to the Merchant in writing and in good time, usually no less than six (6) weeks prior to their effective date.
 - (4) The Merchant acknowledges and agrees that its compliance with the Connection Requirements is necessary for the performance by Wirecard of the services under the Contract.
 - (5) Supply of Transaction Data to the Processing Platform (via the relevant Interface) shall be the Merchant's responsibility. The Merchant shall ensure that the Transaction Data supplied to Wirecard is correct and complete, has a processable format in accordance with the requirements of the Interface Specifications, complies with any other technical process requirements stated by Wirecard, and is supplied and/or submitted with the relevant Merchant's number (hereinafter "**Merchant Account ID**").
 - (6) If necessary for the functioning of the technical connection, the Merchant shall be provided via the Interface with the technical capability and rights to access the Processing Platform via a telecommunication connection (internet). However, the Merchant shall not be granted any rights in excess of that which is strictly necessary, in particular rights relating to Interface information, to the software applications on which the Processing Platform is based, or to the software.
 - (7) The programming work required for the connection to the Processing Platform shall not be covered by the Contract, and shall be the Merchant's sole responsibility. If requested by the Merchant, Wirecard may provide additional customer services support to the Merchant with regard to the connection to the Processing Platform for an additional fee and subject to a separate agreement.
- (8) Subject to the provisions of this sub-clause (8), Wirecard shall make the Processing Platform available to the Merchant for the processing of Transactions 24/7, with an availability rate of no less than 99%, except if the Parties agree otherwise. However, Wirecard reserves the right to restrict or suspend availability of the Processing Platform temporarily, entirely or in part, at all times acting reasonably, provided that Wirecard considers such suspension or restriction necessary - including, without limitation, maintenance work, adaptations, modifications and amendments of software applications, measures to detect and eliminate malfunctions and restrictions due to specific risks of fraud. Such interruptions and impairments to the availability of the Processing Platform shall, to the extent possible, be notified to the Merchant in advance and in instances of the events listed above shall not be included for the purposes of the availability rate of no less than 99%. Wirecard shall not be liable for interruptions caused by telecommunication services and/or internet providers during the establishment of the connection to the Processing Platform (for instance due to line overloads).
 - (9) Wirecard shall provide the Merchant with support services. Service times are Monday to Friday (except UK national or German national or local Bavarian bank holidays), between 9:00 a.m. and 6:00 p.m. local German time. The Merchant shall send any support inquiries by e-mail to the following address: support@wirecard.com. Deviating service hours and agreed reaction times, if any, shall be set out in a separate service level agreement. Support services shall cover the elimination via remote maintenance of all malfunctions caused during the proper use of the Processing Platform. The Merchant shall be available during the necessary hours and to the necessary extent to carry out the work to eliminate malfunctions, and shall observe and comply with Wirecard's directions and instructions regarding the analysis of the problem and the elimination of the defect. The Merchant cannot request that a technician and/or Wirecard employee be sent to work on site.
 - (10) During the term of this Contract, Wirecard shall service the Processing Platform either itself or through a third party. The Merchant shall be solely responsible for carrying out any support or maintenance required to its own systems so that it is able to meet the requirements of the Interface Specifications.
 - (11) Wirecard shall at all times have the right, without the Merchant's consent, to change the software on which the Processing Platform is based (updates and/or new releases), or to have such changes carried out. Wirecard shall design such changes in a manner that ensures that the Merchant will not be negatively affected by such changes with regard to the contractual services.
 - (12) Servicing and support going beyond Wirecard's obligations under this Contract shall be agreed and charged separately to the Merchant.

Scope of the Merchant's rights, duties of care

- (13) Wirecard grants the Merchant a non-exclusive and non-transferable right to access the Processing Platform in accordance with the provisions of this Contract and subject to such right being restricted to:
 - (a) that which is required by the Merchant to receive the services under this Contract (e.g. activation, display and running of Transactions on the Merchant's servers, inspection, retrieval and storing of information that is essential to the Contract); and
 - (b) the term of this Contract.
- (14) The Merchant shall not have the right to grant delegate rights of usage or access to the Processing Platform, unless Wirecard has given its express prior written consent to usage by a named third party as requested by the Merchant. The Merchant shall not be granted any rights in excess of those set out in this sub-clause (13).
- (15) All trademark rights, copyrights and other rights to the Processing Platform (including design and layout of the relevant websites) and the software/source codes on which they are based shall remain with Wirecard or the licensors respectively. The Merchant shall not have the right to copy, entirely or in part, or to otherwise reproduce, modify, process/edit, reverse engineer and/or decompile, make accessible or disclose to third parties or otherwise use for purposes other than the contractual use of the Processing Platform's software application and/or its content and/or design and layout of the relevant websites, including the associated documentation and specifications as well as the software/source codes on which they are based, except with Wirecard's express prior written approval. However, the Merchant shall have the right to reproduce a code or to translate a code form if this is necessary in order to obtain the required information to create interoperability of the software with the Merchant's system and provided that (a) the Merchant has not

Availability of the Processing Platform, support services



- already been provided with the required information; and/or (b) the Merchant collects and uses the information only for the purposes set out in this sub-clause (14)
- (16) The Merchant shall not attempt, itself or through unauthorised third parties, to retrieve information or data from the Wirecard systems without authorisation or to interfere with programs operated by Wirecard, or to allow such unauthorised interference, as well as to access or attempt to access the Wirecard data networks without authorisation.
 - (17) The Merchant shall notify Wirecard without undue delay as soon as it becomes aware of any potential infringements on intellectual property rights.
 - (18) Upon termination or expiry of the Contract, the Merchant shall immediately cease using the Processing Platform and the Online Tool, and shall return to Wirecard the Interface Specifications as well as any other documentation and specifications, including all copies, or, if this is not possible, permanently delete or destroy them.

§ 11 Advertising and marketing

- (1) The Merchant is obliged to display in a clearly visible manner in its checkout area the trademarks/logos/other distinctive signs which advertise the possibility of using Mobile Payment Methods.
- (2) If the Merchant carries out direct mail campaigns or other forms of advertising, the Merchant must ensure it complies with all applicable law and the relevant signs and logos may only appear in connection with payment details or payment information, and never on the first page of any such direct mail. Should such direct mail campaigns only be directed to the user of one Mobile Payment Method, such direct mailing campaigns must include an express statement that the relevant mPayment Provider is not responsible for the relevant offers, and does not endorse them. Prior to sending the first copy of a direct mailing, the specific design of such direct mailing and/or advertising must be approved by the relevant mPayment Provider. The above provision shall also apply for mailing campaigns via e-mail.
- (3) If an mPayment Provider requests, directly or via Wirecard, that the Merchant stops using the relevant trademarks/logos or that the Merchant's use is adjusted to meet the requirements of the mPayment Provider, the Merchant shall comply with such request without undue delay and at its own costs.
- (4) The mPayment Provider's logo and content must only be used for the purpose of indicating acceptance of the relevant Mobile Payment Method as a method of payment by the Merchant, unless otherwise authorised. The Merchant shall ensure that it presents an accurate description of the mPayment Provider's services.

§ 12 Duty to disclose information, audits

- (1) On request, the Merchant shall permit Wirecard, the mPayment Providers or a third party (instructed by Wirecard or the mPayment Providers) to inspect its business premises in order to enable Wirecard to check that the provisions of the Contract and the requirements of the relevant mPayment Provider, in particular the mPayment Provider Terms and Conditions, are being complied with. In doing so, checks may be made to verify whether and to what extent the Merchant's organisational measures are appropriate in terms of protecting against fraudulent use and/or any manipulation of the Merchant's systems. The Merchant undertakes to enable and fully cooperate in such inspections at its own expense. Moreover, the Merchant must also enable and fully cooperate at its own expense in any security audit carried out by the mPayment Providers or a third party commissioned by the latter.
- (2) The Merchant must ensure that all such audits can also be carried out in relation to, and at the business premises of, technical service providers, other subcontractors and agents whom the Merchant has contracted with in connection with the submission and processing of mPayment Transactions.

§ 13 Special Rights of Termination for Wirecard

- (1) Supplementing § 11 sub-clause 3 of the General Terms and Conditions of Acceptance, Wirecard shall have an extraordinary right of immediate termination without notice if
 - (a) the proportion of Chargebacks from mPayment Transactions over a period of two (2) months (hereinafter "**Assessment Period**") exceeds two percent (2%) of the transaction volume or one percent (1%) of mPayment Transactions; during the first six (6) months after the Contract comes into force, the Assessment Period shall be 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 § 3 and § 4 of these Special Terms and Conditions mPayment, and the obligations stipulated in § 6 and § 7 of the General Terms and Conditions of Acceptance. Such breaches shall in particular be deemed to have occurred in the following circumstances:
 - (i) if the Merchant submits to Wirecard transactions by third parties (so-called third-party processing);
 - (ii) if the Merchant does not draw its Customers' attention to its general terms and conditions of business in a clearly visible manner, for instance in its checkout area;
 - (iii) if the Merchant fails to clearly draw attention in its checkout area or on its website to the mPayment Providers' trademarks that are to be used;
 - (iv) if the Merchant does not submit any mPayment Transactions to Wirecard within a period of three months of the Contract coming into force;
 - (v) if the Merchant submits no or only negligible mPayment Transactions (in terms of the number of mPayment Transactions and the transaction volume) to Wirecard over a period of three months. Transactions shall be deemed negligible if the actual number of mPayment Transactions or the actual mPayment Transaction volumes fall short of the Merchant's forecast figures by more than seventy-five percent (75%); or
 - (vi) if, despite a request from Wirecard, the Merchant fails to implement the technical and security requirements of Wirecard or the mPayment Providers, or fails to do so in a timely fashion.
- (2) Wirecard shall have the right to terminate this Contract - in full or in part with regard to individual Mobile Payment Methods - upon one (1) month's notice (extraordinary right of termination)
 - (a) if Wirecard ceases processing mPayment Transactions for specific Mobile Payment Methods; or
 - (b) if Wirecard loses any licenses and/or permits required for rendering performance under the Contract (e.g. software licenses, licenses from mPayment Providers); or
 - (c) if an mPayment Provider requires termination of the Contract between Wirecard and the Merchant.
- (3) Wirecard expressly reserves the right to partial termination of the Contract with regard to specific Mobile Payment Methods, in accordance with this § 13.

I hereby accept the above terms and conditions:

Place, Date

Signature



Illegal political audio-visual products and publications
Illegal reactionary cards and program channels
State secret documentations and information, etc.
Pornographic and vulgar audio-visual products/publications
Pornographic and vulgar erotic services
Pornographic and vulgar cards and program channels
Other pornographic and vulgar articles or services
Gambling tools
Private lottery
Gambling/gaming service
Narcotics
Narcotic-taking tools
Weapons of all types, (including military weapons/firearms and accessories), simulation weapons, ammunitions and explosive
Controlled instruments (such as dagger) which would potentially be used as an assaulting tool or weapon
Illegally obtained proceeds or properties as result of crime
Poisonous articles and hazardous chemicals
Anesthetic and psychotropic medicine
Any service or device which provide fetal gender analysis
Aphrodisiac
Credit card cashing service
Foreign-related matchmaking service
Hacking-related
Malware
Other software services which jeopardize Alipay or any of its Affiliates or related party.
Certificate issuing and stamp carving that contravenes applicable law
Crowd funding websites
ID card information and other information which infringed others' privacy
Spying instruments
Other personal privacy-harming articles or services
Pyramid selling
Lottery ticket
Gold futures
Counterfeit currency
Sale or purchase of bank account or bank card in contravention with Applicable Laws
Stock
Fund
Insurance
Insurance platform
Periodical investment of gold
Bank financial products
Cashback services
Single-purpose prepaid cards
Securities
Illegal fund-raising
Foreign exchange services
Virtual currency in foreign accounts
Receipts (invoices)
Bitcoin, Litecoin, Ybcoin and other virtual currency transactions
Satellite antenna, etc.
Archaeological and cultural relics
Forged and fake food produce
Fireworks and firecrackers
Crude oil
Charity
Human organs
Surrogacy services
Examination services (i.e. defraud by assuming another's identity (as agreed) to participate in academic examinations for that other)
National protected animals
National protected vegetation
Smuggled articles
Any goods which are not officially endorsed by the event organizer (such as Olympics or Expo) or infringes third party's intellectual properties
Medical devices
Auction
Pawn
Circulating RMB



Foreign currency
Cultural relics
Video chatting services
Religious websites
Online cemetery and worshipping and other services
Computer privacy information monitoring
Lucky draw
Any animals, plants or products which contain dangerous germs, pests or any other living creature
Any products, medicine or any other article originates from epidemic area of infectious disease which causes threat to health of human beings or animals



primary industries	secondary industries	tertiary industries
physical goods	comprehensive shopping mall	group purchase
physical goods	comprehensive shopping mall	overseas purchase
physical goods	comprehensive shopping mall	online shopping mall
physical goods	fashion	jewelry/ accessories
physical goods	fashion	apparel / accessories/ luggage
physical goods	fashion	gift/ flowers/ souvenir
physical goods	fashion	outdoor/ sport/ fitness equipment/ security and protection
physical goods	fashion	musical instrument
physical goods	fashion	watch/ clock/ glass/ cosmetic lenses
physical goods	life/ household	home furnishing/ construction materials/ decoration/ fabrics
physical goods	life/ household	food
physical goods	life/ household	health care products/ tonic
physical goods	life/ household	household appliances
physical goods	life/ household	personal care & contraception product
physical goods	life/ household	beauty makeup/ skin care/ personal care
physical goods	life/ household	artware/ potting/ interior decoration
physical goods	life/ household	auto/ moto/ bike/ accessories/ refitted vehicle
physical goods	digital product	digital product
physical goods	digital product	office equipment
physical goods	maternal children series/ toy	maternal and baby products/ baby toys
physical goods	maternal children series/ toy	maternal shopping mall
physical goods	books/ videos/ stationery	book/ phonotape and videotape/ stationery
physical goods	collection/ pet food	pet food

