

### Special Terms and Conditions for the Acceptance of Cards in "Card-Present Transactions"

#### § 1 Scope of Application

(1) The Terms and Conditions for the Acceptance of Cards in Card-Present Transactions set out below (hereinafter referred to as "**Special Terms and Conditions for the Acceptance of Cards**") shall apply to the provision of services by Wirecard on behalf of Merchants, who offer their customers the ability to make payments in card-present transactions (purchasing goods and/or services face-to-face from the Merchant) by using the payment cards (hereinafter referred to as "**Payment Cards**") as set out in §1 sub-clause (1) of the General Terms and Conditions of Acceptance in Transactions at Point-of-Sale ("**General Terms and Conditions of Acceptance**"). The Special Terms and Conditions for the Acceptance of Cards apply in addition to Wirecard's General Terms and Conditions of Acceptance. The terms used in these Special Terms and Conditions for the Acceptance of Cards have the same meaning as in the General Terms and Conditions of Acceptance. References to Clauses refer to the provisions of these Special Terms and Conditions for the Acceptance of Cards, unless express reference is made to the provisions in the General Terms and Conditions of Acceptance or other Special Terms and Conditions.

#### § 2 Subject Matter of the Agreement, Types of Contract

(1) The Merchant instructs Wirecard to process the card transactions presented by the Merchant in accordance with the provisions of the Contract, and to settle such card transactions and to pay the sums underlying such card transactions out to the Merchant.

(2) The Merchant further instructs Wirecard to maintain a licence with each relevant Card Scheme in order to enable Wirecard to perform the Contract to the extent that such requirements are open to influence by Wirecard and to the extent necessary in order to provide the goods/services agreed in the Special Terms and Conditions for the Acceptance of Cards.

#### § 3 Prerequisites for the Acceptance of Payment Cards

(1) The Merchant may allow goods/services to be paid for by Payment Cards in card-present sales by the holder of the Payment Cards (hereinafter referred to as "**Cardholder**") in general or in individual cases in accordance with the Contract.

(2) If the Merchant accepts card payments it undertakes to offer to sell all goods and/or services offered by the Merchant to the respective Cardholders for cashless payment for the same prices and upon the same terms as are applicable to customers wishing to use another payment method. The Merchant shall in particular not charge any additional costs or require any security and shall not put the Cardholder 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 and any specific Card Regulations (to the extent these do not conflict with applicable law and regulations).

(3) Wirecard hereby draws the Merchant's attention to the fact that, providing the Merchant complies with the above Terms and Conditions (in particular, sub-clause (2) above) and complies with MasterCard's Card Regulations, the Merchant may charge Surcharges of differing amounts for MasterCard Cards. The terms and conditions of the MasterCard Regulations (showing the interchange fees etc.) as applicable from time to time in this regard can be inspected on MasterCard's Internet page at [www.mastercard.com](http://www.mastercard.com). Wirecard shall provide further information on this upon request.

(4) The Merchant is not authorised

- to set a minimum amount below which it will not allow a Cardholder to make a payment using their Payment Card, or
- to accept the Payment Cards for paying back a previously granted loan or a cash payment made by the Merchant.
- When accepting Payment Cards the Merchant must require the Cardholder to present an official document as proof of his/her identity (personal identity card, passport etc.) if:
- "retain card" or a synonymous notice appears on the display of the Terminal or the Merchant has been requested via the Terminal to check the Cardholder's identity;
- the Merchant suspects that the Payment Card presented has been forged or falsified or has not been authenticated by the legitimate Cardholder (e.g. because the signature on the Payment Card presented does not match the Cardholder's signature or the Payment Card has not been signed on the reverse or the signature line for the Payment Card has evidently been damaged);

- the card number or the expiry date of the Payment Card on the electronically produced payment voucher does not match the corresponding details on the Payment Card presented;
- the four digit number under the card number on the face of the Payment Card is missing or does not match the first four numbers of the card number;
- the signature provided by the Cardholder does not match the signature on the Payment Card presented; or
- the Cardholder does not match any photo there may be on the Payment Card.

If the name on the Payment Card does not match the name in the Cardholder's ID, payment using the Payment Card must be denied; the same applies if the Cardholder's identity cannot be ascertained beyond doubt. In such cases the Merchant must notify Wirecard by telephone without undue delay and, if possible, before returning the Payment Card to the Cardholder. If Wirecard so instructs or if one of the above-described cases is given or it would appear that there is an attempt at fraudulent use of the Payment Card, the Merchant must, if possible, retain the Payment Card.

(5) If the Merchant has undertaken in the Contract to enable customers to make payments using MasterCard Cards the Merchant must accept all MasterCard Cards for payment in card-present transactions (hereinafter referred to as "Honor-All-Cards Rule"). The same applies mutatis mutandis for the acceptance of VISA cards with regard to the categories "Consumer Immediate Debit Cards", "Consumer Deferred Debit and Credit Cards" and "Commercial Cards". The Honor-All-Cards Rule does not oblige the Merchant to accept Maestro or V-Pay cards.

(6) Irrespective of the provision to make changes under §2 sub-clause (5) of the General Terms and Conditions for the Acceptance of Cards Wirecard shall be entitled to amend or supplement the above Terms and Conditions for the acceptance of payment (§3 sub-clauses (1) to (6)) with immediate effect by written notice to the Merchant if Wirecard considers such amendments to be necessary due to fraudulent practices or such amendments have become necessary because of requirements of any Card Scheme.

#### § 4 Duties when Accepting Card Payments, Merchant Categories, Credit Entries to the Credit of the Cardholder

(1) The Merchant is entitled to conclude card acceptance agreements with other payment processors and/or acquirers unless the Merchant has expressly undertaken in the Contract to cooperate with Wirecard exclusively.

(2) All transactions shall be processed using a Terminal approved by Wirecard and by indicating the merchant category allocated by Wirecard to the Merchant ("**Merchant Category Code**" or "**MCC**"). Terminals, which have not been approved, may be used for accepting Payment Cards only with Wirecard's prior written consent. Wirecard shall grant such consent only if the Merchant and Wirecard agree a binding migration plan to migrate to approved Terminals. The processing of transactions shall be effected either by means of an authorisation at Wirecard initiated online through the Terminal or – provided the Payment Card issuer has embedded a corresponding function in the Payment Card's EMC chip – it can be effected offline in the chip. Wirecard does not accept any liability under the Contract for the proper functioning of the Terminal used, even if the Terminal is an approved Terminal.

(3) The Merchant may only present transactions for settlement where the prerequisites in § 3 are met.

(4) The Merchant may give refunds arising out of card transactions (hereinafter referred to as "**Credits**") only if the original card transaction is cancelled. If the card transaction has not yet been presented to Wirecard the Merchant must cancel the authorisation request using the method of communication approved by Wirecard. If the card transaction has already been presented for settlement and subsequently cancelled, the Merchant must process any Credits arising out of such transactions by crediting the funds back to the Payment Card. In such circumstances, the Merchant must initiate the Credit on the card account via Wirecard. Wirecard shall reverse the transaction, i.e. charge back the amount. The Merchant must create an electronic data set for the Credit via the Terminal in accordance with the operating instructions. In addition the Merchant must electronically draw up a credit note with the card details and the amount of the Credit, which must be handed over to the Cardholder in the way desired by the Cardholder. The Merchant must present the Credit to Wirecard within two (2) Business Days of having cancelled the card transaction. If it is technically not possible to create an electronic data set for the Credit the Credit



must be paid by issuing and presenting a credit slip. The credit slip must be completed in full and signed by the Merchant. The Merchant must present the slip to Wirecard within five (5) Business Days following its issue.

- (5) Irrespective of the provision to make changes under § 2 sub-clause (12) of the General Terms and Conditions for the Acceptance of Cards, Wirecard shall be entitled to amend or supplement the above processing principles (§4 sub-clauses (4) to (5)) with immediate effect by written notice to the Merchant if Wirecard considers such amendments to be necessary or expedient due to fraudulent practices or if such amendments have become necessary due to the requirements of any Card Scheme.

## § 5 Authorising and Processing the Card Transactions

- (1) Each card transaction always requires online authorisation from Wirecard regardless of its amount (hereinafter also referred to as "Authorisation"). The Merchant is therefore obliged to have each card transaction authorised before carrying out the transaction.
- (2) When the Merchant makes its Authorisation request the Merchant must transmit all of the data requested by Wirecard. If Authorisation for the 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 a - possibly standardised - risk assessment or, as the case may be, to make the Authorisation dependent on a measure by the Merchant to limit the risk.
- (3) If the Merchant, through its Terminal, is requested by Wirecard to obtain an authorisation number by telephone, the Merchant must promptly comply with this request. If Wirecard or any Card Scheme make the issue of an authorisation number conditional on prior security conditions, particularly ascertaining the identity of the customer, the Merchant must implement such measure and, as the case may be, prove it to Wirecard. The Authorisation is given subject to the condition precedent that the security measure is implemented by the Merchant. If an authorisation number is issued by telephone the Merchant must enter this number in its Terminal so that an electronic voucher can be issued.
- (4) By issuing the authorisation number, Wirecard confirms that at the time of the Authorisation and according to the information from the Payment Card issuer, use of the Payment Card is not restricted under the scope of this Contract, the Payment Card has not been declared invalid on any blacklist of any Card Scheme or similar lists or other notices and that the transaction amount is within the transaction limit. The authorisation number does not include an undertaking to pay. In particular Wirecard remains entitled to charge back a card transaction if the conditions for chargebacks under this Contract are met.
- (5) The Merchant may not divide the total invoice amount of a transaction into several amounts and have them separately authorised.
- (6) If there is a disruption in the online transmission via the Terminal and therefore with an online Authorisation within the meaning of sub-clause (1) above, Payment Card transactions can be settled only in exceptional cases. In the event that online transmission is disrupted or if the card limit is exceeded, the Merchant can ask Wirecard for an authorisation number by telephone and enter this number into the Terminal immediately after it has been issued in order to create a proper payment voucher.
- (7) The Merchant must issue a payment voucher for all card transactions by means of the Payment Card presented and the Terminal, and such payment voucher may not be subsequently changed. The card number, the period of validity of the Payment Card and, as the case may be the name of the Cardholder must be transferred (in full and legible text) to such payment voucher and the total invoice amount as well as the date of the transaction and voucher, company name, address and Merchant number, authorisation number as well as the transaction currency symbol must be noted. The debit voucher intended for the Cardholder and on which the first 12 numbers of the card number are to be rendered unrecognisable by means of the character "\*" or "x", must be handed to the Cardholder in the way desired by the Cardholder.
- (8) If an EMC card is presented and the Terminal is EMC-enabled, a chip transaction must first be instigated. The magnetic strip is to be used only in the event of a defect in the chip. The card details may be entered into the Terminal manually only for subsequently registering transactions in accordance with the provisions of the Contract.
- (9) Payments by means of Maestro and V-Pay Payment Cards must only be accepted through requiring the Cardholder to enter the PIN number on the Terminal.

- (10) For card transactions where the exact amount of the 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 transaction.

## § 6 Presentment of the Card Transactions

- (1) The Merchant shall electronically transmit the complete data to Wirecard, particularly the card number, expiry date, authorization number, total invoice amount and Merchant number of all transactions for which it has received Authorisation and shall do so in a processable data set within a maximum of two (2) Business Days as of the date of the card transaction. The Merchant shall transmit only transactions which do not breach the stipulations of this Contract to Wirecard for settlement.
- (2) In the event of any disruption under § 5 sub-clause (6) the Merchant shall present the card transaction to Wirecard electronically via the Terminal stating the authorisation number as soon as the technical disruption has been rectified. If this is not possible within two (2) working days the Merchant shall agree an alternative form of submission with Wirecard.
- (3) The Merchant undertakes not to present any card transactions for settlement under any Merchant ID numbers other than those allocated to the Merchant by Wirecard. The Merchant must settle transactions within a particular distribution channel using the respective Merchant ID number allocated by Wirecard for this distribution channel.
- (4) The Merchant shall present a card sale or a transaction effected by the Cardholder to Wirecard only once for settlement. In the event that the Merchant has concluded other card acceptance agreements with other payment processors and/or acquirers in addition to this Agreement, the Merchant shall without exception only ever present one same card transaction to one payment processor/acquirer in each case for settlement (hereinafter referred to as "Prohibition of Multiple Presentments"). Upon request the Merchant shall provide Wirecard with proof that each card transaction presented was based on a legal transaction with the Cardholder that was permitted under the Contract and in an amount that corresponds to the presented card transaction.
- (5) The Merchant shall not present a card transaction until the goods or services underlying the card transaction have been delivered or provided to the Cardholder or recipient of the goods/services, or the Cardholder has agreed to an advanced debit or a recurring debit on the Payment Card. Upon request by Wirecard the Merchant must prove that the above conditions are met.

## § 7 Payout Claims, Assignment of Claims

- If all of the conditions mentioned in the following § 7 sub-clause (1) to (19) are met, Wirecard undertakes - subject to the provisos in § 7 sub-clause (1) - to pay out to the Merchant the amounts resulting from the card transactions presented. There shall be a right to payment out only if all of the conditions precedent set out under § 7 sub-clauses (1) to (19) are met:
- (1) The acceptance of the Payment Card as the means of payment was permitted under § 3 and at the time when the transaction was presented the Merchant had no knowledge that the Payment Card had been declared invalid by means of blacklists or other notices;
- (2) The requirements under § 3 to § 6 have been met;
- (3) The Merchant requested and received an authorisation number for the card transaction from Wirecard and recorded it on the debit voucher electronically before presenting the card transaction and the transaction data was presented in accordance with the provisions of the Contract, particularly § 6, in particular the Merchant has not yet presented the card transaction concerned to Wirecard or to another payment processor and/or acquirer, with whom the Merchant has concluded a contract regarding the acceptance of cards (cf. the Prohibition of Multiple Presentments, § 6 sub-clause (4));
- (4) The Payment Card was physically presented and was signed by the Cardholder;
- (5) The Cardholder is identical to any photograph that may be on the Payment Card;
- (6) The card number was not entered into the Terminal manually; the card number can be entered manually in the event of a disruption in the online transmission and in exceptional cases after consulting Wirecard by telephone, providing manual entry is technically possible. If manual entry is technically possible, it must be ensured that in doing so additional manual payment vouchers are created with an impression of the Payment Card and with all of the above details as well as the Cardholder's signature; after the disruption has ended the details must be entered into the Terminal from the manually created payment vouchers and transmitted to Wirecard;

- (7) The transaction date (date when the voucher is signed) falls within the Payment Card's period of validity;
- (8) The period between the date of requesting Authorisation (day on which the authorisation code is allocated) and the date of performance (day on which the goods are sold or on which the service is rendered) (hereinafter referred to as the "**Date of Performance**") does not exceed seven (7) calendar days at the most;
- (9) No manipulation or fraudulent use of the Payment Card was discernible, in particular the Payment Card has not discernibly been altered and/or made illegible;
- (10) The Merchant has ascertained that the card details recorded through the Terminal on the debit voucher tally with the details on the Payment Card;
- (11) The total amount of goods/services sold and/or provided, which in the case of a cash transaction would have been settled in one amount, has not been divided into several transactions;
- (12) All sale details have been forwarded to Wirecard correctly, completely and within two (2) days of the Date of Performance;
- (13) The sale is made out in a contractually agreed transaction currency;
- (14) The Merchant has made its general terms and conditions of business easily accessible to the Cardholder so that it is possible for the Cardholder to become aware of all of the essential terms and conditions (particularly his rights such as e.g. the right of cancellation or right of return and any restrictions of use) which are required in order to be able to make a proper decision on the purchase of the goods/ services concerned;
- (15) A debit voucher has been issued by a Terminal and handed to the Cardholder in the way desired by the Cardholder. The voucher contains the card details in full and legible text. In particular, this includes the card number and period of validity, as well as the total invoice amount, transaction date, company name, address and telephone number of the Merchant;
- (16) The card transaction has been settled via an EMV-enabled Terminal and, if required, the Cardholder has entered the correct PIN. Only if the Cardholder does not use an EMV-capable Payment Card do the above conditions not need to be met;
- (17) The Cardholder has by his/her signature confirmed the total invoice amount in the presence of a representative of the Merchant and the signature on the voucher or on the respective signature strip in the Terminal corresponds to the signature on the Payment Card presented. The Cardholder's signature is not necessary if the card transaction was effected by EMC process and the Cardholder entered a PIN;
- (18) The last four (4) digits of the card number stated on the debit voucher and the expiry date of the Payment Card correspond to the card number and the expiry date indicated on the front of the Payment Card; and
- (19) The Cardholder was handed a copy of the debit voucher or a copy of the voucher of the successful confirmation of the PIN entered in the case of an EMC card transaction, in the way desired by the Cardholder.
- (20) Notwithstanding the proviso to make changes under §2 sub- clause (5) of the General Terms and Conditions of Acceptance Wirecard shall be entitled to amend or supplement the conditions for disbursement stipulated in § 7 sub-clauses (1) to (19) with two (2) months' written notice to the Merchant if Wirecard considers such amendments to be necessary due to practices of misuse or if such amendments have become necessary due to the requirements of any Card Scheme.
- (21) If one of the conditions mentioned in § 7 sub-clauses (1) to (19) is not met, Wirecard shall be released from its obligation to make payment to the Merchant. Any payments which are nevertheless made to the Merchant are made subject to any Chargeback or offset in accordance with § 9.
- (22) The Merchant hereby assigns all of its claims against the Cardholder arising out of goods/services and which have been created by use of the Payment Card (claims arising out of the underlying transaction) as well as any claims against the Payment Card issuer, which are in connection with use of the Payment Card, to Wirecard. Wirecard accepts such assignment. The assignment shall in each case become effective when Wirecard receives presentation of the transaction (cf. § 6 sub-clause (1)). § 9 sub-clause (2) remains unaffected.

## § 8 Fees and Charges, Reimbursement of Expenses

- (1) The agreed discount (as part of the Service Charges, cf. § 8 sub-clause (1) of the General Terms and Conditions of Acceptance) has been calculated on the basis of the following as stated by the Merchant at conclusion of the Contract:

- (a) the stated average transaction amount per month (total value of all transactions in relation to the number of transactions in a month divided by the number of transactions);
- (b) the stated average number of transactions in a month; and/or
- (c) the stated total transaction volume per month.

The circumstances underlying this calculation are an essential basis for the Contract.

- (2) Expenses for the purposes of § 8 sub-clause (2) of the General Terms and Conditions of Acceptance shall in particular but without limitation be all penalties, chargebacks/reverse debits (cf. § 9) or other charges by the Card Schemes, which the Card Schemes impose on Wirecard either directly or indirectly - as the Card Schemes' licensee - on the basis of the Card Regulations (cf. Clause 1), to the extent that such penalties or other charges were caused by the Merchant's transaction or any act and/or omission of the Merchant and were charged on the basis of the Card Regulations. Wirecard shall particularly be entitled to charge special charges by the Card Schemes, e.g. for registration in special vendor programmes, on to the Merchant. If, due to breaches of contract by the Merchant, it has to be assumed that such breaches will lead to penalty charges by the Card Schemes, for which the Merchant has to reimburse Wirecard the expenses and/or, from and against which it must indemnify Wirecard, Wirecard may demand a payment in advance in the amount of the prospective penalty charge.
- (3) Wirecard shall additionally issue separate monthly reports, in which the charges and interchange fees for the transactions presented by the Merchant are indicated separately and broken down according to each Card Scheme and each type of card used (e.g. VISA Commercial Card, VISA Consumer deferred debit and credit cards, MasterCard Debit Card transactions etc.).

## § 9 Chargebacks

- (1) Any obligation on the part of Wirecard to make payments to the Merchant pursuant to § 7 shall lapse in the event that one of the conditions set out in § 7 is not met or is not met in full and if the corresponding amount of the card transaction (card transaction amount) has been charged back to Wirecard by the Payment Card issuer ("**Chargebacks**").
- (2) If in the case of § 9 sub-clause (1) Wirecard nevertheless makes payments, Wirecard can, within eighteen (18) months of the payment date, require that such payments be refunded or that such payments be offset against its own obligations to give payment instructions owed towards the Merchant (hereinafter also referred to as "**Chargeback**"). This applies to the Chargeback plus the service charges that accrue for a Chargeback. In the event of any Chargeback Wirecard shall be entitled to charge back the card transaction amount already paid to the Merchant plus the service charge incurred for the Chargeback Fee to the Merchant in accordance with the stipulation of this Contract and to offset them against other due claims of the Merchant.
- (3) In the event of any Chargeback under this § 9 reassigns the Merchant's claim against the Cardholder which underlies the Chargeback back to the Merchant (cf. § 7 sub-clause (22)) upon complete satisfaction of the corresponding Chargeback claim by the Merchant. The Merchant hereby accepts such reassignment. The Merchant does not have any right to reassignment of the service charge which accrued for the transaction concerned because Wirecard has rendered the service paid for.
- (4) Wirecard can make a Chargeback under § 9 sub-clause (2) if the Cardholder does not recognise a debit and demands cancellation of the debit on his/her Payment Card account held at the bank that issued the Payment Card or refuses to make payment and within six (6) months after his/her Payment Card account has been debited or after the goods/services have been rendered to the Cardholder the Cardholder declares in writing that:
  - (a) he/she has not given any instruction to pay using his/her 8Payment Card or has not done so in the amount debited from him/her;
  - (b) the goods/services were not rendered at all or not to the agreed delivery address or at the agreed time;
  - (c) the goods/services did not correspond to a description which existed at the time of purchase or that the Cardholder has returned the goods to the Merchant or has cancelled the agreement or the goods/services; or
  - (d) the delivery received by the Cardholder was defective or damaged,
 unless in the cases of (b) to (d) the Merchant proves proper performance within fourteen (14) days of the corresponding Chargeback. The above-mentioned proof for the avoidance of a



Chargeback is not possible if the transaction amount is less than EUR 10.00.

- (5) The Merchant is under a duty to pay back the payment amount if the underlying transaction between the Merchant and the Cardholder is void or has been cancelled by revocation, avoidance or termination by the Cardholder.
- (6) If the proportion of Chargebacks arising out of card transactions at the Merchant exceeds 1% of the number of such transactions (only debits; no credits) or 2% of the total transaction volume (hereinafter referred to as "Limits") over a period of one (1) month, Wirecard shall immediately notify the Merchant thereof.
- (7) In the event that the Limits mentioned in § 9 sub-clause (5) are exceeded and any Card Scheme therefore imposes penalty charges on Wirecard for excessive chargeback rates ("Excessive Chargebacks") the Merchant shall, upon first demand, fully indemnify Wirecard against such penalty charges and pay such penalty charges. Wirecard shall, at any time upon request, provide the Merchant with a list of the offences incurring penalty charges and the amount of the penalty charges. Wirecard may allow the Merchant the possibility of negotiating, or suchlike, with the Card Scheme prior to payment of the penalty charges by the Merchant but is not obliged to do so. This shall be without prejudice to the Merchant's obligation to reimburse Wirecard for any other expenses, which Wirecard incurs whether directly or indirectly under this sub-clause or otherwise in connection with the performance of this Contract, in accordance with the provisions of this Contract or to indemnify Wirecard from and against such liabilities.
- (8) When calculating the proportion of the Chargebacks, account shall also be taken of those transactions/transaction amounts where the Merchant issues credits to the Cardholder before a Chargeback is made so as to avoid such Chargeback and thereby not to exceed the Limits mentioned in § 9 sub-clause (6). This is always to be presumed if the Credit is issued after Wirecard has received a query from the Payment Card issuer regarding a transaction and has forwarded such query to the Merchant for clarification.
- (9) The provisions of this § 9 shall continue to apply for a further period of eighteen (18) months following the termination of the Contract. Wirecard's rights to impose Chargebacks on the Merchant are not limited by the issue of the authorisation number by Wirecard.

## § 10 Preclusion of the Right to Object, Objections resulting from the Transaction with the Cardholder

If a Chargeback has been lawfully made under § 9, any further claims and any objections by the Merchant against Wirecard – for example arising out of the law governing unjust enrichment – shall be excluded. The Merchant shall remain at liberty to turn directly to the Cardholder in order to assert its payment claim arising out of the underlying transaction which it concluded with the Cardholder.

## § 11 Merchant Category Codes

- (1) Based on the details provided by the Merchant about his businesses, Wirecard shall allocate the Merchant one or more Merchant Category Codes (hereinafter referred to as "MCC"). The allocation of the respective MCC shall be effected at Wirecard's equitable discretion having due regard for the regulations of the Card Schemes, particularly the requirements contained therein to be met by merchants. Wirecard shall have the right to change the classification at any time if and to the extent that Wirecard considers this to be necessary due to a renewed examination of the Merchant and having due regard for the legitimate interests of the Merchant. Irrespective of this possibility and this right the Merchant must advise of any change in its business activity. The Merchant vouches for the correctness of the details provided at the beginning and during the term of the Contract. The Merchant is under an obligation to present transactions only within the MCC allocated by Wirecard.

## § 12 Payment Card Industry Data Security Standards

- (1) The Merchant undertakes to comply with the provisions of the Card Regulations as applicable from time to time and the general procedural requirements, particularly to comply with all of the technical, procedural, security and other requirements. In this regard the Merchant undertakes to comply with the requirements of the Payment Card Industry Data Security Standard (PCI DSS) and to prove compliance therewith in an appropriate manner to Wirecard upon request. Further information on this will be provided to the Merchant by Wirecard in writing and can be found e.g. at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org). If necessary, the Merchant shall register with the Card Schemes and, as the case may be, become certified. If certified, the Merchant shall regularly, but at least

annually, send Wirecard a copy of the certificate without being asked to do so. The cost of certification shall be borne by the Merchant.

- (2) In the event of any unauthorised access or attempt to access its computer systems pertaining to cards or in the event of any possible unauthorised use of card data the Merchant shall be obliged to notify Wirecard without undue delay and at its cost to introduce the necessary steps by agreement with Wirecard. Wirecard shall be entitled to terminate the Contract with immediate effect if Wirecard considers such measures to be inadequate.
- (3) On request the Merchant shall permit Wirecard, any Card Scheme or a third party instructed by Wirecard or by the Card Schemes to inspect its business premises and to carry out security audits (e.g. a PCI audit) in order to enable Wirecard to check that the provisions of this Contract as well as the requirements of the Card Schemes to be complied with by the Merchant are being complied with. In doing so, checks may be made as to whether, and the extent to which, the Merchant's organisational measures are appropriate in accordance with the standards customary in the trade for excluding the possibility 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.
- (4) 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, other subcontractors and any third parties acting on behalf of the Merchant in connection with the submission and processing of card transactions.

## § 13 Special Rights of Termination for Wirecard

- (1) In addition to all other rights of termination Wirecard shall be entitled to terminate the Contract with respect to the goods/services covered by these Special Terms and Conditions with immediate effect if:
  - (a) The proportion of Chargebacks from card transactions over a period of two (2) months (hereinafter referred to as "Assessment Period") exceeds 2 % of the total turnover volume or 1 % of the number of transactions (§ 9 sub-clause (7) applies mutatis mutandis to the calculation); during the first six (6) months after the Agreement has entered into force the Assessment Period is reduced to one (1) month; and/or
  - (b) The Merchant breaches any Material Contractual Obligations (including but not limited to non-compliance with the obligations stipulated in § 3 to § 6 and in § 12 as well as the operating regulations of the Card Schemes). Such breaches are in particular:
    - (i) the Merchant does not point out his general terms and conditions of business to Cardholders in a clearly visible manner;
    - (ii) if the Merchant does not present any transactions to Wirecard for card settlement within a period of six (6) months of the Contract having entered into force;
    - (iii) if the Merchant does not present any card transactions to Wirecard for a period of six (6) months;
    - (iv) if despite request by Wirecard, the Merchant does not implement the technical and security requirements of the card organisations, in particular the PCI DSS or does not do so in due time;
  - (c) One of the Card Regulations of the Card Schemes requires termination of the Contract between Wirecard and the Merchant or an Card Scheme demands the termination of the Contract; or
  - (d) The Merchant offers its customers the possibility of making payment by Payment Card, which payments are settled in accordance with this Contract, through distribution channels of the Merchant other than those listed in the Contract or otherwise approved by Wirecard.
- (2) Wirecard can terminate the Contract – also in part in relation to individual types of Payment Card – immediately and without notice if Wirecard (i) ceases the settlement of card transactions for certain types of Payment Card (e.g. MasterCard, VISA or Maestro) or (ii) loses any licences and/or permits that are necessary to render the performances under this Contract (e.g. software licences, licences from the Operators). Wirecard expressly reserves the right to partial termination only in relation to settlement with only one Card Scheme / certain Card Schemes (i.e. for example only MasterCard, Maestro, VISA, Discover/Diners Club).

**§ 14 Processing Contactless Payments by means of PayPass, VPay and PayWave Payment Cards**

- (1) The provisions of § 14 shall apply in addition to all other provisions of the Contract solely for the processing of contactless payments by means of Payment Cards equipped with a PayPass function (MasterCard and Maestro) or a VPay or PayWave function (VISA) (hereinafter both types of Payment Card are referred to as "Contactless Cards"). In the event of any discrepancy between the provisions of this § 14 and the other provisions of the Contract the provisions of this § 14 shall take precedence. In all other respects the provisions of the Contract and all of the rights and obligations agreed therein remain unaffected.
- (2) The Merchant shall then only be entitled to present transaction data from the contactless payment transactions if this has been expressly agreed between the parties.
- (3) When a Contactless Card is produced, the card details must be processed contactlessly by means of a Terminal approved by Wirecard in accordance with the instructions for use for the respective Terminal.
- (4) Providing the respective transaction amount is not more than EUR 25 the Merchant shall - in derogation from the conflicting provisions of the Contract - be entitled to dispense with obtaining the Cardholder's signature and the entering of a PIN by the Cardholder. If the respective transaction amount is more than EUR 25 the Merchant's obligation to obtain a signature or to require that a PIN be entered shall remain unaffected.
- (5) If it is not possible to read out card details from Contactless Cards - for whatever reason - the Merchant must process the corresponding payment transaction as with Payment Cards, which are not Contactless Cards.
- (6) The Merchant must display the acceptance logos for Contactless Cards provided by Wirecard in a clearly visible place in the till area in addition to all other acceptance logos.
- (7) The Merchant grants the Card Schemes the right to name the Merchant's business as an acceptance point of Contactless Cards for advertising purposes and in connection with press releases.
- (8) The Merchant is obliged to accept Contactless Cards for payment purposes for a period of at least 12 months following conclusion of the Contract but for no longer than the term of the Agreement.