

1. General, Scope

- 1.1 These General Terms and Conditions together with the agreement concluded between the Merchant and Unzer (hereinafter "Merchant Agreement" or "Agreement") forms the legal basis for the cooperation between the Merchant and Unzer. They set out the general rules and apply to all services commissioned by the Merchant from Unzer for the duration of the contractual relationship between the Parties.
- 1.2 Depending on the sales channel through which the Merchant wishes to utilise Unzer's services (distance selling, Point of Sale, POS Applications / Tillhub (SaaS) or marketplace), in addition to these One Unzer General Terms and Conditions (abbreviated as "One Unzer T&Cs" or "T&Cs") the relevant special terms and conditions also apply (collectively referred to as "Special Terms and Conditions").
- 1.3 The nature and scope of the services commissioned by the Merchant and to be provided by Unzer are agreed by the Parties in Appendices to the Merchant Agreement.
- 1.4 General terms and conditions of the Merchant do not apply to the contractual relationship between the Merchant and Unzer.
- 1.5 Unzer concludes agreements only with Merchants exercising commercial and self-employed professional activities (traders as defined in Section 14 German Civil Code (Bürgerliches Gesetzbuch, BGB). The use of the services offered by Unzer for other purposes is not permitted. Unzer does not enter into any contractual business relationship with consumers within the meaning of Section 13 BGB.

2. Communication relating to and Language of the Agreement

- 2.1 Any translations of the contractual documentation into languages other than German are solely for information purposes and do not have any legal effect. In the event of contradictions, the German text takes precedence.
- 2.2 Documents and evidence must always be submitted to Unzer in German or with a translation prepared by a certified translator.
- 2.3 Unless otherwise provided in the Merchant Agreement or in these T&Cs, all communication during the ongoing contractual relationship between the Parties must be in text form by e-mail or through the technical platform "Unzer One" (see also Section 10). Communication via Unzer One also includes the provision of reports or transaction data, as well as updates to communication data.

3. Amendments

All amendments and / or supplements to the Merchant Agreement and/or any other submission of declarations of intent must, unless the statutory written form is mandatory, be made in text form (Section 126 a BGB).

4. Amendments to the T&Cs and/or Special Terms and Conditions

- 4.1 The current applicable version of the One Unzer T&Cs as well as the Special Terms can be accessed by the Merchant at any time at <https://www.unzer.com/en/rechtliches/>.
- 4.2 Amendments to these One Unzer T&Cs and the Special Terms and Conditions shall be notified to the Merchant in text form no later than two months before their proposed effective date (e.g. by e-mail). The notification shall contain a summary of the key changes and a hyperlink to the complete, archived, and storable version of the amended Terms and Conditions (PDF). Upon request, Unzer will also provide the amended Terms and Conditions as a PDF attachment. Previous versions are archived and can be made available to the Merchant upon request.

- 4.3 The changes proposed by Unzer become effective when the Merchant, who is not a consumer,

- a) accepts these,
- b) the Merchant continues to make use of Unzer's services beyond the proposed date on which the amended conditions take effect,
- c) does not object to the amended terms before the proposed date on which they take effect (deemed consent),
- d) receives the proposed amendment from Unzer in order to ensure that the provisions of the Agreement comply with changes in the legal situation, because provisions of these One Unzer T&Cs or of the special conditions
 - based on changes to laws, including legislation passed by the European Union with direct effect, no longer correspond to the legal situation
 - become invalid or are no longer permitted to be used based on a final and non-appealable judicial decision
 - based on a binding decree issued by a national or international authority with jurisdiction over Unzer (e.g. BaFin or the CSSF) can no longer be reconciled with Unzer's supervisory law obligations or
 - are necessary based on the amendment of terms of a Third-Party Provider (e.g. PayPal, Apple Pay).

- e) receives the proposed amendment from Unzer because this is necessary on business policy grounds. In this case, the Merchant has the right to terminate the part of the service affected by the amendment with immediate effect and free of charge before the proposed effective date of the amendment. Unzer will draw this to the Merchant's attention separately in its amendment proposal.

- 4.4 Insofar as the changes place the Merchant at a significant disadvantage (in particular price/fee adjustments, changes to services, new or extended obligations or restrictions), the Merchant is entitled to terminate the contract without notice and free of charge until such time as the changes take effect, at the latest by the day before they take effect.

- 4.5 In the amendment notification, Unzer shall inform the Merchant of the extraordinary termination right.

- 4.6 The extraordinary termination shall take effect on the scheduled amendment date. Any claims already incurred prior to this date shall remain unaffected.

- 4.7 The Merchant is entitled to object to the changes within the period specified in Section 4.3 c) as an alternative to extraordinary termination. In this case, the Agreement shall continue to apply subject to the previous terms and conditions; in this case, Unzer shall be entitled to terminate the contractual relationship within a period of thirty (30) calendar days after receipt of the objection with a notice period of three (3) calendar months to the end of the month.

- 4.8 There is no extraordinary right of termination in the case of purely editorial or clarifying changes without material effects, or in the case of changes made to comply with mandatory legal or regulatory requirements, provided that these do not place the Merchant at a disadvantage beyond what is necessary.

5. Provision of Services by Unzer

5.1 Subject of Performance

- (1) As a provider of payment methods (distance selling sales channel), Unzer acts as a Payment Service Provider and in this capacity undertakes to provide the contractually

agreed services as set out in the Merchant Agreement. Further details are set out in Section 5.2 of the "Special Terms and Conditions for Distance Selling" and/or the "Special Terms and Conditions for Buy Now Pay Later (BNPL)".

- (2) If the Merchant commissions Unzer to provide services for the point of sale (PoS), Unzer will provide the agreed services (deliveries/services) – depending on the contractual agreement –
- a) as a provider of card reading devices (rental of terminals) for cashless payments, including commercial network operation in the girocard system; further details can be found in the "Special Conditions for POS".
 - b) as a provider of transaction processing services for payments by payment cards (credit and debit cards from VISA, Mastercard, Union Pay and other agreed card schemes, as well as electronic direct debits) when the cardholder is physically present (card-present transaction processing); further details can be found in the 'Special Conditions for Card Present'.
 - c) as a provider of cloud-based software applications (including POS Go, Tillhub). In this context, Unzer grants the Merchant the right to use the preconfigured software application installed on a terminal in accordance with the Merchant Agreement and individual software functions ('features') associated with this. In addition to these T&Cs, the 'Special Terms and Conditions for POS Applications' shall also apply.

5.2 Payment Processing

Depending on the selected payment method, Unzer provides its services either in the form of payment processing or collecting. Which form of payment processing the individual payment method is based on is set out in the Product Descriptions (**Appendix 3**) pertaining to the Merchant Agreement.

(1) Payment Processing

In the case of Payment Processing, Unzer takes receipt of the data relevant to the transaction from the Merchant, processes that information and/or forwards this information to providers of payment methods ("Third-Party Providers") or account-holding institutions which have been selected by the Merchant. Unzer acts in this context solely as a technical service provider between the Merchant, the Merchant's End Customers and the providers of payment methods and/or account-holding institutions. Unzer does not take receipt of any payments.

(2) Collecting

In addition to the forwarding of transaction data (Payment Processing) within the scope of Collecting, Unzer also handles payment processing through escrow accounts of Unzer. In this context, Unzer receives payments, processes those payments and forwards them to the Merchant based on individual disbursement terms agreed between Unzer and the Merchant in the Merchant Agreement. The Merchant may to this end use the payment methods provided by Unzer or those of Third-Party Providers that are connected with the Unzer One-Platform.

5.3 Connection Options

For the processing of the transactions, Unzer offers the Merchant the option of using a payment interface with various integration methods for the duration of the business relationship. The Merchant may – depending on the selected integration option – implement the payment interface in accordance with the interface description available at <https://docs.unzer.com>. The prerequisite for the unimpeded and permanent use of the payment interface and the provision of the services by Unzer is that the Merchant fulfils their obligations pursuant to Section 9.5 of these T&Cs; In the event of non-compliance with these obligations, Unzer has the right to halt the provision of services and/or to charge the Merchant for expenses incurred in this regard.

6. Involvement of Sub-contractors and Third-Party Providers

- 6.1 Unzer is authorised to have all or part of the service provided by a sub-contractor, provided Unzer requires that sub-contractor to comply with all statutory obligations as well as the obligations set out in the Agreement. Unzer is liable for culpable acts on the part of the sub-contractor in the same way as for own fault.
- 6.2 If the subject matter of the service is such that parts of it must be carried out entirely by a Third-Party Provider, e.g. for contractual or regulatory reasons (e.g. technical Network Operators ("TNO") Acquiring or E-Wallet PayPal), Unzer warrants that it is in possession of all of the necessary approvals and fulfils all of the contractual requirements for the provision of the payment methods by a Third-Party Provider and that it will maintain these for the duration of the contractual relationship. To the extent provided for in the Special Terms and other Appendices to the Merchant Agreement, the Merchant shall comply with further obligations of the Third-Party Provider in addition to the Merchant Agreement. For the avoidance of doubt, a Third-Party Provider within the meaning of this provision is not a subcontractor within the meaning of Section 6.1.

7. Performance Limitations Unzer

The following points are not contractually owed obligations of Unzer, a sub-contractor or Third-Party Provider:

- a) The connection and data transmission between the Merchant and its end customers.
- b) Data transmission within the Merchant's systems or in third-party telecommunication networks as well as data traffic on the Internet.
- c) The availability and reliability of third-party telecommunication networks and any resulting transmission errors or changes in the data to be transmitted in third-party telecommunication networks or systems.

8. Unzer's Right to Refuse Performance

- 8.1 Unzer has the right at any time and at its own discretion to refuse to process payments and/or make disbursements to the Merchant and/or to suspend other contractually agreed services if it has a legitimate interest in doing so; such legitimate interest exists in particular in the event of a well-founded suspicion of fraud. Further claims of the Merchant are excluded.
- 8.2 If the Merchant breaches a contractual obligation incumbent upon it, Unzer is entitled to take all necessary protective measures to comply with the contractual, statutory and/or regulatory provisions affected thereby. In particular, in the event of material breaches of statutory or regulatory obligations, Unzer shall have the right to temporarily suspend the provision of services and/or to withhold payments to the Merchant. If the Merchant does not remedy the breach within ten (10) days of receiving notice thereof, Unzer reserves the right to extraordinary termination of the contractual relationship in accordance with Section 15 of these T&Cs.

9. Material Obligations of the Merchant

9.1 General Obligations

The Merchant undertakes,

- (1) to review the technical platform "Unzer One" regularly – at least every two weeks – in particular any newly lodged documents, reports and other material information of relevance to the Agreement to verify that they are correct and complete. Any objections are to be notified to Unzer without delay, but no later than 6 (six) weeks from receipt and – for evidentiary reasons - in text form to support@unzer.com.
- (2) always to keep the e-mail address on file with Unzer for all contractual communications updated for the duration of the contractual relationship. Any changes relating to the information provided by the Merchant in the Merchant Self-Disclosure (Appendix 1), in

particular changes to contact information, bank account details, account holder or the creditor ID must be notified by the Merchant to Unzer immediately by e-mail to support@unzer.com.

- (3) Furthermore, the Merchant undertakes to notify Unzer of any change to the company name, legal form, commercial register entry, VAT ID, economic beneficiary as well as the sale or lease of the company or other change in ownership or the cessation of business operations without delay by e-mail to support@unzer.com.

9.2 Statutory and Official Obligations

The Merchant undertakes and warrants that,

- (1) the services provided by Unzer will be used only within the framework of its business model and purpose as stated in the Merchant Self-Disclosure (Appendix 1).
- (2) the services provided by Unzer will not be used for illegal or immoral purposes or to commit unlawful criminal acts and, in particular, that Unzer's ethical guidelines ("Ethical Guidelines" and the "Code of Conduct") or – if applicable – the requirements of Third-Party Providers, will be complied with at all times. This obligation also includes, in particular, compliance with the relevant provisions of consumer protection laws and the provisions on distance selling transactions. The Merchant can access the latest version of Unzer's Code of Conduct at any time at <https://www.unzer.com/en/responsibility/>.
- (3) they will furnish proof of such official approvals (so-called "Transactions subject to Authorisation") as may be required for the business operations under applicable law, within the scope of the initial KYC process and on a regular basis throughout the ongoing business relationship, e.g. by submitting a certified copy of the notice of approval. The Merchant must inform Unzer immediately if such authorisation is amended, expires, is withdrawn or otherwise loses its validity during the ongoing contractual relationship – regardless of the reason. In the aforementioned cases, Unzer is entitled to suspend the processing of transactions or payments or to exercise its right of extraordinary termination. Unzer will inform the Merchant of such measures without delay.

9.3 Obligations in respect of the end customer

- (1) The Merchant is solely responsible for the fulfilment of its obligations (and those of its employees, representatives, subcontractors) vis-à-vis the end customers, irrespective of whether these are obligations under the Agreement or statutory obligations (e.g. consumer and data protection law, as well as the obligation to provide a legal notice).
- (2) The Merchant is under an obligation
 - a) to inform the End Customer of all details concerning the payment processing, delivery conditions, right of return, right of withdrawal as well as the processing of chargebacks and credit notes.
 - b) to provide clear information in the checkout area and / or at the Point of Sale concerning the acceptance of certain methods of payment, in particular through the use of the logos of the Third-Party Providers
 - c) neither to charge the End Customer additional fees for the payment methods of Third-Party Providers, nor otherwise place the end customer in a worse position.
 - d) not to set minimum or maximum transaction amounts for the use of certain payment methods.
 - e) to notify Unzer immediately of any complaints by End Customers relating to the service provision by Unzer by e-mail to support@unzer.com.
 - f) on request by Unzer to immediately provide all information relating to transactions and/or records or account statements in the form requested by Unzer. In particular, the Merchant shall on request by Unzer furnish evidence that the End Customer received the

goods and/or services upon which the transaction is based (e.g. proof of delivery). If the Merchant fails to fulfil this obligation, Unzer has the right to return debit the transaction amount plus the reimbursement of expenses incurred by Unzer ("Chargeback").

- g) to notify Unzer immediately of any irregularities in the transaction processing or in the event of suspected unauthorised or fraudulent activities relating to individual transactions (e.g. unusually high transaction volume) without delay and to contribute to the swift and comprehensive clarification of the circumstances.
 - h) to inform the End Customer in good time of the data protection information relevant to the processing of payments. Further information duties or product-specific obligations in respect of the End Customer may result from the Merchant Agreement, the Special Terms and/or the Appendices thereto.
 - i) in the event of a suspected serious IT security incident or data breach affecting the contractual relationship with Unzer, to immediately comply with its legal obligations and cooperate with Unzer (including reporting the incident, providing log files and the necessary information).
- (3) Additional product-specific obligations may result from the respective Special Terms and Conditions, if applicable.

9.4 Obligations relating to Transactions

- (1) The Merchant is itself responsible for ensuring the requisite transmission security between it and its end customers, including compliance with the applicable data protection provisions, as well as specific requirements for individual payment procedures (e.g. requirements of the Payment Card Industry Data Security Standard / PCI DSS) and any additional specific requirements for individual payment methods (which result from the interface description, see also Section 5.3).
- (2) The Merchant undertakes
 - a) to submit/permit transactions only in the currencies, distribution channels, countries and sectors agreed with Unzer and for the stated business purpose only. Unless expressly agreed, transactions may only be submitted in Euros. If the Merchant has not specified a transaction currency code in the electronic data record for card payments, it shall be assumed that the transactions are submitted in Euros.
 - b) to display the transaction currency ("shop currency") clearly for the End Customer.
 - c) to review the status of the respective transactions before sending or handing over goods and/or providing services to the end customer.
 - d) to submit transactions for processing and settlement only if
 - the goods or service to which the transaction relates were provided by the Merchant for its own account;
 - this is carried out for the purpose of paying services of the Merchant that have already been provided or are yet to be provided;
 - there is no doubt as to the End Customer's authorisation to use the payment method in questions (e.g. when using a payment card);
 - the goods or services to which the transaction relates fall within the business purpose stated by the Merchant or have been offered via the stated domain addresses (URL), advertising media or distribution channels stated in the Merchant Self-Disclosure or were approved in writing by Unzer at a later point in time following notification by the Merchant;
 - it does not relate to the granting of credit or in cases in which a total sum is to be divided into several individual payments.

- e) it forwards to Unzer without delay all payments made to it, together with all related payment receipts.

(3) Documentation and Storage Obligations

The Merchant is required to store all data and documents relating to each transaction transmitted to Unzer, including all technical protocol data, for a period of at least eighteen (18) months on a safe storage medium, unless prior deletion is not permitted by law only for a shorter period.

(4) Obligations in the Case of the Reversal of Payment Transactions to the End Customer

Insofar as this is possible for the payment method on which the transaction is based, the Merchant has various options for the reversal of transaction sales to the end customer ("Credit"). Credit entries made via Unzer may only be issued to the same payment method, using the available payment methods and up to the amount of the previously made transaction and only to the End Customer of the Merchant who initiated the original transaction. Any other type of transaction reversal (e.g. by cash payment) is not permitted.

9.5 Obligations relating to the IT Interfaces

The Merchant undertakes

- (1) to implement the interfaces provided by Unzer into its IT-systems such that these interfaces correspond at all times with the interface specifications provided by Unzer via <https://docs.unzer.com/>.
- (2) to carry out the installation / storage in good time before making use of Unzer's services.
- (3) to implement all changes to the interface specifications, including Unzer's requirement to migrate completely to another interface, no later than at the time the respective change comes into effect. Unzer will notify the Merchant of the change in good time, as far as possible, but at least six (6) weeks before the respective change to the Interface Specifications comes into effect, at <https://docs.unzer.com/news/> or by e-mail.
- (4) to implement new releases, upgrades or updates to the interfaces with the processing platform provided to it – unless explicitly notified by Unzer – at an appropriate time; this applies in particular with respect to the plugins provided.
- (5) to regularly keep informed via <https://docs.unzer.com/news/> about changes in accordance with Sections 9.5 (3) and (4) and to implement the necessary updates in good time. Unzer advises the Merchant that Support is not provided for older versions.

9.6 No unauthorised use of Unzer's IT-systems

- (1) The Merchant undertakes, (i) neither itself nor through third parties to access information or data from Unzer's IT systems without authorisation, (ii) not to alter software programs operated by Unzer without authorisation or (iii) otherwise use Unzer's IT-systems without authorisation.
 - (2) The Merchant is without consultation and Unzer's written consent, prohibited from carrying out any and all types of penetration and load tests on the Unzer platform.
- 9.7 The Merchant is itself responsible for the provision, servicing, maintenance and, if applicable, configuration as well as programming of the hardware and software required by the Merchant for the contractual relationship, as well as for fulfilling the connection requirements.

10. Technical Platform Unzer One

- 10.1 Following conclusion of the One Unzer Merchant Agreement Unzer grants the Merchant for the duration of the business relationship, access to the technical platform "Unzer One" with all products and features. This comprises, among other things, a Merchant Portal as well as technical access keys to the Gateway(s). Unzer will automatically provide the Merchant with the relevant documentation and link, as well as log-in details, including a user handbook, by

e-mail, unless these can be accessed through the products themselves.

- 10.2 With the help of the Merchant Portal, the Merchant can, among other things, view all transactions to be processed within the scope of the services commissioned for each sales channel, export transaction data and itself initiate transactions. In addition, further services such as analysis services and user management are also available.

- 10.3 Unzer guarantees the inalterability of the data stored in Unzer One.

- 10.4 The Merchant is solely responsible for the accuracy of transaction data that the Merchant independently edits through Unzer One. With respect to the accuracy of such transaction data, Unzer has audit rights in respect of the Merchant.

- 10.5 Documents and data are, as a rule, made available to the Merchant via Unzer One for three (3) years, unless deletion is ordered earlier or precluded by Unzer's storage obligations. On expiry of this storage period, the data is automatically deleted.

- 10.6 The average monthly (30 consecutive days) availability rate of Unzer One is at least 98 %. This means the actual technical accessibility and availability of the service, without taking into account planned service and maintenance windows as well as those of third-party providers and sub-contractors commissioned by Unzer and their availability in any given month, in relation to the forecast technical availability in any given month. The forecast technical availability applies to the entire calendar year and excludes all circumstances that are beyond Unzer's control. The end point at which the availability rate is measured is the output of the router to the Internet in the data centre through which the Merchant Portal is operated. When calculating the availability rate, the maintenance times are deducted from the availability rate owed by Unzer, its sub-contractors, and third-party providers (target availability).

10.7 Maintenance

Unzer is entitled to carry out maintenance work of up to four (4) hours per calendar month. During maintenance work, there may be restrictions to the usability of Unzer One. Unzer will announce planned maintenance work at least 72 hours in advance on <https://status.unzer.com/> and, as far as possible, perform maintenance work outside normal business hours from Monday to Friday between 9:00 and 18:00 hours.

10.8 Changes to the Infrastructure of Unzer One

Unzer has the right at any time, even without the consent of the Merchant, to make changes to the software upon which Unzer One is based (updates and / or new releases) and/or hardware insofar as these changes do not result in services provided by Unzer deviating significantly to the detriment of the quality guaranteed in the Agreement or are necessary on supervisory law grounds.

10.9 Technical Support for Unzer One

- (1) If necessary, Unzer will support the Merchant with the integration of Unzer One. Unzer has the right to charge the Merchant for the expenditure incurred in this connection following prior consultation.
- (2) Unzer will provide the Merchant with a support service for the duration of the contractual relationship. The support service consists solely of the receipt of fault reports and operational enquiries concerning the mode of operation and the technical connection to Unzer One. The support times are Mondays to Fridays (excluding statutory public holidays and public holidays in Luxembourg, Germany, Denmark, and Austria, including public holidays specific to individual federal states, as well as on December 24 and 31) between 9.00 and 18.00 hours German time (CEST). Support can be accessed either by e-mail or by telephone using the contact details stated on Unzer's website.

11. Fees and Price Changes

11.1 Fees for Services and Expenses of Unzer

- (1) The fees payable by the Merchant for the use of the services provided by Unzer are set out in the Commercial Details of the Merchant Agreement and, in addition, in Unzer's "General List of Prices and Services".
- (2) In addition to the fees charged for its own services, Unzer has the right to charge the Merchant for any fees levied or invoiced by third parties (e.g. Card Organisations) and / or other third parties in the course of the provision of the services governed by the Agreement in full or to deduct these from due disbursement claims of the Merchant. This also applies if the third parties increase these fees.
- (3) In addition, Unzer has the right to charge fees for
 - a) each reimbursement proceeding initiated by the End Customer for a direct debit or SEPA direct debit order that was not honoured or reversed (direct debit return),
 - b) services provided on behalf of the Merchant or in the Merchant's presumed interest and which, according to the circumstances, can only be expected in return for payment (e.g. provision of copies of account statements),
 - c) the submission or payment of transactions in a currency other than Euros and the associated necessary conversion into Euros - regardless of whether or not this was agreed in principle.
 - d) The terms and, if applicable, the relevant rules for the currency conversion are set out in Unzer's "General List of Prices and Services".
- (4) In derogation from Section 675f (5) sentence 2 BGB, it is permissible for the fulfilment of ancillary obligations in accordance with Sections 675c to 676c BGB, to charge fees.
- (5) Unzer will not charge any fee for a service that Unzer is required by law to perform or which Unzer performs in its own interest, unless the fee is legally permitted and is charged in accordance with the statutory provisions.

11.2 Amendments to Fees and Charges

- (1) Unzer has the right to amend fees and charges during the term of the agreement at its reasonable discretion in accordance with Section 315 BGB (German Civil Code) if and insofar as significant cost factors change. Significant cost factors include, in particular, the monthly transaction volume, the number of transactions, the number of credits and chargebacks, the share of domestic and foreign card payments, corporate/consumer credit cards, as well as other cost-relevant conditions (e.g. changes in the costs of credit agencies, banking partners, card organisations, other (technical) partners and/or cost consequences due to legal or regulatory changes, fees of clearing partners). Unzer will inform the Merchant in good time, but at least four (4) weeks in advance and in text form of any such amendment and the date upon which the amendment enters into effect.
- (2) A change in the fees and charges based on the transaction volume may be made in particular if there is a shortfall of more than ten percent (10%) for a period of more than one (1) month in the average transaction amount per month and/or the average total transaction volume per month specified by the Merchant at the time of entering into the Agreement or agreeing to an amendment.

11.3 Expenses

All expenses incurred directly or indirectly by Unzer in connection with the performance of this Agreement, are to be reimbursed by the Merchant following submission of corresponding accounts, if Unzer could have considered such expenses necessary under the circumstances (Sections 675 (1), 670 BGB and Sections 675c (1), 670 BGB) (e.g. other agreed settlement fees, fees for foreign transfers or transfers to foreign currency accounts, costs due to currency fluctuations, long-distance calls, postage, the processing of reimbursements, chargebacks, costs in connection with the ordering, administration, release or realisation of collateral or other fees for the fulfilment of ancillary obligations

including any penalties imposed on Unzer by the card organisations in connection with the implementation of the Agreement. In lieu of reimbursement, Unzer may demand indemnification pursuant to Section 257 of the German Civil Code (BGB) against any liability it has incurred or assumed in this connection.

12. Account Settlement and Disbursements

12.1 Account Settlement

- (1) Unless otherwise provided in the Agreement, Unzer owes the Merchant disbursements for transactions that the Merchant submitted to Unzer, less the fees owed in each case and less the expenses and settlement payments owed by the Merchant (e.g. Chargebacks and Refunds) in accordance with Section 11 of these One Unzer T&Cs, as well as less as well as less the reimbursements to be made by the Merchant in accordance with any provisions of the Merchant Agreement or on the basis of statutory provisions. Unzer's right to set-off going above and beyond this remain unaffected. The disbursement schedule and the disbursement account are set out in the Merchant Agreement.
- (2) The individual fees and charges to be paid by the Merchant for the use of Unzer's services are set out in the Commercial Details of the Merchant Agreement. Unless otherwise agreed, all fees and charges are net prices in Euros (EUR) plus the service provider's statutory value-added tax applicable at the time of delivery.
- (3) Unzer will provide the Merchant with account statements, which, in addition to the fees, charges and expenses due, also show the disbursements, chargebacks and transaction reversals made, after the individually agreed settlement period has ended.
- (4) The Merchant is under an obligation to check the account statements provided by Unzer without delay and to keep the statements for its records. The Merchant must raise any objections in text form with Unzer without delay, but no later than within six (6) weeks of receipt of the relevant account statement. It is sufficient if the objections are sent to Unzer within the six-week period. After expiry of this period, the account statement shall be deemed to have been approved. Unzer will draw the Merchant's attention to this approval effect in each statement. The Merchant can request a correction of the account statement even after expiry of the deadline but must then prove that the account statement was incorrect or incomplete.

12.2 Settlement of Negative Balance by the Merchant

If the account statement prepared by Unzer shows a negative balance, the Merchant must settle this negative balance immediately after receipt of the statement showing the negative balance; all amounts included in statements are due for payment to Unzer immediately after receipt of the statement. If the Merchant has issued Unzer with a direct debit authorisation or a SEPA direct debit mandate for this purpose, the settlement will be made by direct debit. If no direct debit mandate or SEPA direct debit mandate is available or if collection by direct debit is not possible for other reasons, the Merchant must immediately settle any negative balance due in another way. Unzer will pass on to the Merchant any costs incurred as a result of the delayed settlement of the balance. Unzer also reserves the right to charge interest on arrears.

12.3 Disbursements to the Merchant

Unzer is not under any obligation to make disbursements unless all of the agreed prerequisites for disbursement have been fulfilled in full or if, due to the disbursement pursuant to the contractual provisions, Unzer may be entitled to a reimbursement right or right of set-off. With the reimbursement, Unzer shall have a claim for repayment against the Merchant subject to a condition precedent in the event of a chargeback.

- (1) If Unzer nevertheless makes disbursements to the Merchant, Unzer may reclaim these or deduct them against its own payment obligations vis-à-vis the Merchant (including those arising from other contracts with the Merchant). Accordingly, all disbursements made by Unzer to the

Merchant shall be deemed to have been made subject to reservation until such time as the respective agreed disbursement conditions have been irrevocably fulfilled, but no longer than eighteen (18) months from the submission of the respective payment transaction to Unzer.

- (2) Unzer shall make the disbursements within the disbursement schedule specified in the Commercial Details, taking into account the contractually agreed holdbacks and the agreed disbursement schedules, to the disbursement account specified by the Merchant in Appendix 2 (SEPA Business-to-Business Direct Debit Mandate and disbursement account) to the Merchant Agreement, to the bank account specified by the Merchant; any right of Unzer to refuse performance in accordance with Section 8 of these One Unzer T&Cs shall remain unaffected by this.

12.4 Taxes

The Merchant is responsible for the due payment of taxes (e.g. VAT) arising from the Merchant Agreement or related services provided by Unzer for the Merchant to the relevant tax authority.

13. Security for Unzer's Claims against the Merchant

13.1 Unzer's claim to the provision of security

- (1) Unzer acquires a lien on those claims to which the Merchant is entitled or will be entitled in future against Unzer from the business relationship (e.g. disbursement claims).
- (2) In addition, Unzer may demand the provision or increase of the security provided to secure all existing and future claims arising from the business relationship with the Merchant, even if the claims are conditional (e.g. claim for reimbursement of expenses due to the enforcement of an assumed guarantee).
- (3) The security serves to secure all existing, future and conditional claims to which Unzer is entitled against the Merchant on the basis of the business relationship, such as, for example, the agreed fees and charges as well as all claims resulting from chargebacks and the associated fees, reimbursable expenses and, if applicable, value added tax at the applicable statutory rate.
- (4) The type and amount of the security to be provided is stipulated in the Commercial Details of the Merchant Agreement. If a holdback has been agreed as security, the period for the holdback and the settlement schedule according to which Unzer will pay out the holdback to the Merchant shall also be set out in the Commercial Details of the Merchant Agreement.
- (5) Based on statutory limitations, Unzer does not have the right - and therefore is not under obligation - to pay interest on the amounts withheld as security.

13.2 Amendment and Re-evaluation of the Risk

- (1) Unzer has the right to request and maintain the provision or provision of additional security until the realisable value of all security corresponds to the total sum of all claims arising from the business relationship (hereinafter "cover limit").
- (2) If it transpires during the term of the Agreement that the security, in particular the agreed holdback and/or the amount agreed as security, is insufficient, in particular due to a change in the economic risk of the Merchant, Unzer shall be entitled at any time to demand the provision of correspondingly modified security. In this case, Unzer reserves the right to adjust the type, amount and period of the security deposit according to its security needs. If there are circumstances according to Section 13.2 paragraph (4) lit.e and / or lit.f of these One Unzer T&Cs, it is sufficient that Unzer informs the Merchant in text form about the need to increase the amount of security.
- (3) If Unzer initially dispensed with the furnishing and/or provision of additional security, it may also request the furnishing or provision of additional security at a later date. The prerequisite for this is, however, that circumstances arise or become known that justify an increased risk assessment regarding the claims of Unzer against the Merchant.

- (4) This may be the case, in particular, if
 - a) the financial circumstances of the Merchant have changed adversely or are in danger of changing adversely.
 - b) the value of the existing security has deteriorated or is in danger of deteriorating.
 - c) material adverse circumstances become known about the Merchant or its owner/shareholder.
 - d) the Agreement or individual payment methods between the Parties have been terminated and there is a risk of refunds and chargebacks that extends beyond the end of the Merchant Agreement.
 - e) the business described by the Merchant changes in such a way that the Merchant falls into a higher risk category according to the risk assessment applied by Unzer (e.g. due to a change in the business model, the product range, the delivery or service times, the average transaction volume, the average transaction amount and/or the chargeback ratio, which increases the risk).
 - f) Unzer has reasonable grounds to believe that the Merchant is exposed to an insolvency risk.
- (5) If the realisable value of all securities exceeds the cover limit and this is not merely insignificant and temporary, Unzer shall, at the request of the Merchant, release securities of its choice and only in the amount exceeding the cover limit. When selecting the security to be released, Unzer shall take into account the legitimate interests of the Merchant and of any third-party guarantor who has provided security for the Merchant's liabilities.
- (6) If a valuation deviating from the realisable value or a deviating cover limit or a deviating limit for the release of collateral has been agreed for a particular security, these deviating valuations/limits shall apply.

13.3 Deadline for the Furnishing of or Provision of Additional Security

Unzer shall grant the Merchant a reasonable period of time for the provision of and/or provision of additional security. In the event of the imminent insolvency of the Merchant, Unzer may demand immediate provision of security. If the requested security is not provided within the set period, Unzer is entitled to refuse performance until such time as the respective security has been provided and/or to end the Merchant Agreement by extraordinary termination.

13.4 Utilisation of Security

- (1) If Unzer utilises security, Unzer may choose between several security interests. When realising the collateral and selecting the security to be utilised, Unzer shall take into account the legitimate interests of the Merchant and any third-party provider of security who has provided security for the Merchant's liabilities.
- (2) If the utilisation is subject to VAT, Unzer issues the Merchant with a credit note for the proceeds, which serves as an invoice for the delivery of the security and complies with the requirements of VAT law.

14. Commencement, Term and Termination of the Agreement

- 14.1 Details of the conclusion, commencement and termination of the Agreement are set out in the Merchant Agreement.
- 14.2 The termination of the Merchant Agreement shall also be deemed as termination of all Appendices thereto. The contractual arrangements between Unzer and the Merchant shall continue to apply even after termination or other discontinuation of the Merchant Agreement insofar as and to the extent that ongoing transactions, as well as contracts between Unzer and the Merchant on which such transactions are based, still have to be processed.

15. Termination for Cause (Extraordinary Termination)

15.1 Each Party has the right to terminate the Merchant Agreement with immediate effect for good cause. Good cause shall be deemed to exist in particular if

- (1) one of the Parties breaches a material contractual obligation under the Agreement and fails to remedy such breach within ten (10) working days after receipt of notice thereof by the other Party, provided that such remedy is possible, and it is unreasonable for the other Party to wait. The material contractual obligations of the Agreement are in particular the material obligations (Section 9) as well as the obligations regarding confidentiality (Section 19), data protection (Section 20) and data security (Section 21) as well as the obligations of the Merchant set out in the Special Conditions.
- (2) one of the Parties repeatedly or persistently breaches its obligations under the Agreement and fails to remedy such breach within a reasonable period of time provided by the other Party, including an excessive number of disputes or chargebacks.
- (3) one of the Parties has provided incorrect or misleading information or has concealed important circumstances and/or culpably failed to comply with its information obligations under the Merchant Agreement.
- (4) the competent supervisory authorities prohibit the continued implementation of the Merchant Agreement in general or in relation to a specific Merchant or component of performance.
- (5) Unzer no longer offers one or more payment methods or Third-Party Providers no longer provide the corresponding payment method – irrespective of the reasons – or request that the payment method in question be stopped/implemented.
- (6) the financial situation of one of the Parties has significantly deteriorated, in particular, but not exclusively, if they are insolvent.

15.2 Furthermore, Unzer has the right to terminate the Merchant Agreement for cause in particular if

- (1) Unzer suspects a breach of the Merchant Agreement, in particular in the case of suspected fraud, and the Merchant does not immediately provide the appropriate requested information necessary to establish a breach of the Agreement by the Merchant.
- (2) the Merchant has not submitted any transactions for settlement in the first six months after conclusion of the Merchant Agreement.
- (3) the rejected transactions and / or authorisation requests over a period of three months exceed at least 10 % of the total transactions and/or authorisation requests submitted and/or the Merchant carries out transactions without authorisation.
- (4) If one of the aforementioned grounds for extraordinary termination is given, Unzer has the right at its own discretion to immediately take protective measures in accordance with Section 16 "Protective Measures / Unzer's Right to Refuse Performance")

16. Protective Measures/Unzer's Right to Refuse Performance

16.1 Unzer has the right to take protective measures (in particular to deactivate individual/multiple and/or all payment methods agreed in the Agreement) and / or to cease and/or temporarily suspend its services (in particular payment of due receivables based on the agreed disbursement interval) with immediate effect if the Merchant commits a material breach of the Merchant Agreement, in particular if one of the reasons for termination pursuant to Section 15 of these T&Cs applies, and / or

- (1) the financial performance of the Merchant or its ability to fulfil orders or make repayments to customers is significantly reduced.

- (2) an increase in the number of chargebacks/refunds or other reimbursement requests/reversal of payment transactions by End Customers is to be expected and/or lodged security of the Merchant is insufficient to cover the expected refunds/transaction reversals.
- (3) there is a reasonable suspicion of money laundering or terrorist financing.
- (4) if this is necessary to comply with an applicable law or an official order; or
- (5) there are other circumstances (e.g. force majeure, pandemic) which make it necessary for Unzer to take immediate protective measures and/or refuse to provide services.

16.2 If there is one or more breach(es) of duty in accordance with the foregoing Section 16.1 of these T&Cs, Unzer has the right, until the facts of the case have been fully and successfully clarified or the aforementioned circumstances have ceased to exist, to take all necessary protective measures, in particular

- (1) to carry out additional security checks.
- (2) to set additional limits for transactions and/or payment methods and / or per period.
- (3) to block individual, several or all payment methods, countries and/or the Merchant's access to the Unzer system for making transactions.
- (4) to withhold or suspend payments to the Merchant, including a right to withhold amounts received on escrow accounts.

16.3 If the circumstances pursuant to Section 16.1 (2) of these T&Cs only affect individual card types or individual card transactions, in deviation from Section 16.2, Unzer is entitled only to suspend or restrict the processing of the affected card types or card transactions.

16.4 To the extent legally permissible and reasonable, Unzer undertakes to inform the Merchant in advance of the reason for the protective measures to be taken and to lift such measures without delay as soon as the preconditions for the protective measures cease to apply.

17. Liability

17.1 General Liability

- (1) The Parties are liable without limitation only
 - a) in instances of wilful intent and gross negligence
 - b) in the event of culpable injury to life, limb or health of a person, or
 - c) based on mandatory statutory provisions.
- (2) In the event of damage to property and financial loss caused by slight negligence, the Parties are liable only in the event of the breach of a material obligation under the Agreement (cardinal obligations) and limited to the foreseeable typical damage. Material obligations under the Agreement are such obligations as must be fulfilled in order to enable the proper performance of the Agreement in the first place and which the respective Party may regularly rely on being fulfilled.

17.2 Limitation of Liability

- (1) Unzer's strict liability pursuant to Section 675 lit. y BGB is excluded in the event that the payment transactions are not executed or are executed incorrectly.
- (2) Unzer's liability for damages incurred by the Merchant as a result of a non-executed or incorrectly executed payment transaction pursuant to Section 675 lit. u BGB is excluded to the extent that the payment transaction was executed in accordance with an incorrect customer identifier provided by the Merchant and the transaction constituted an unauthorised payment order.
- (3) Unzer is liable only for its own acts or omissions and not for the acts or omissions of third parties. This exclusion expressly applies to acts or omissions of Card Organisations, Acquirers and Third-Party Providers, as well as to events

or activities that originate outside the systems of Unzer (e.g. technical access to Unzer's connection interfaces or other technical equipment within the Merchant's area of responsibility, Internet malfunctions or malfunctions in third-party systems), unless such events were caused with wilful intent or through gross negligence on the part of Unzer.

- (4) Unzer is not liable for any loss of data or other disruption, or damage caused by the Merchant's failure to comply with the specifications for the technical platform Unzer One. In the event that transaction data is lost in Unzer One, Unzer shall not be liable for that part of the damage attributable to the fact that no proper backup was made by the Merchant or by the third party commissioned by the Merchant on the Merchant's own systems or those of the third party prior to the transmission.
- (5) If the Merchant contributed to the occurrence of damage through intentional or negligent conduct, the principles of contributory negligence shall determine the extent to which Unzer, and the Merchant are liable for the damage.
- (6) Neither Party shall be liable to the other for any loss of profit, indirect damage or any other form of consequential damage such as loss of revenue or business, loss of anticipated savings, loss of or damage to reputation, loss of use or damage to software, data or information. In addition, neither Party shall be liable to the other for any unforeseeable damage or damage that is not of the type typical for this kind of agreement, including indirect, criminal, or consequential damages.
- (7) Insofar as representations, warranties or guarantees are stated in the Merchant Agreement or Appendices thereto in relation to the performance of services by Unzer, these do not constitute a guarantee in the legal sense.

17.3 Indemnification

- (1) The Merchant shall indemnify Unzer against all claims of third parties on first demand in connection with
 - a) the non-compliance with conditions and obligations of the Third-Party Providers that Unzer must involve in order to provide the service due to the nature of the service (e.g. card organisations, Acquirers).
 - b) the Merchant's non-compliance with applicable laws, in particular obligations relating to regulatory requirements and under data protection laws.
 - c) The indemnity shall also include, in particular, fines, other penalties payable by Unzer, court fees and other procedural costs, as well as the customary and reasonable costs of legal defence by Unzer.
- (2) Unzer shall indemnify the Merchant against claims by third parties (including reasonable lawyers' fees), if and insofar as claims are made against the Merchant with the assertion that these third parties are the owners of rights in Unzer's systems. The prerequisite for the release from liability is that the Merchant informs Unzer of the assertion of such claims and on request leaves the judicial and extra-judicial defence of the claims raised to Unzer.

18. Force Majeure

- 18.1 If the Parties are impeded in the performance of their obligations under the Merchant Agreement by circumstances beyond their control - e.g. lightning, fire, sabotage, earthquake, tornado, flood, explosion, embargo, war, terrorism, riot, acts of public enemies, changes in legislation or government regulations, intervention by official bodies, strike action, disruptions to communications or traffic, changes in currency exchange rates or natural disasters, the Parties shall be released from liability until the circumstances giving rise to the inability of the Parties to perform their respective obligations no longer exist.
- 18.2 If one of the Parties is prevented due to circumstances listed in the foregoing from fulfilling its obligations and for a period longer than thirty (30) days, either Party shall have the right to terminate the Agreement with immediate effect without being under any obligation to pay compensation.

19. Confidentiality

- 19.1 The Parties agree not to disclose any Confidential Information to any third party during the term of the Merchant Agreement and for a period of two (2) years thereafter without the written consent of the other Party. Any Confidential Information received is only permitted to be used for the performance of the Agreement.
- 19.2 "Confidential Information" means all information disclosed or made available by one Party to the other Party (Receiving Party) under the Merchant Agreement. This specifically includes all information, data, business secrets, documents and materials of a Party or of an affiliated company within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), in tangible or intangible form (including written, oral and electronic form), whenever and however disclosed. For the avoidance of any misunderstanding, Confidential Information also refers to technical, commercial or other information of third parties, unless there are objective and reasonable grounds to believe that such information is not confidential. The Receiving Party acknowledges that Confidential Information constitutes a trade secret within the meaning of Directive (EU) 2016/943, and the German Act on the Protection of Trade Secrets (Geschäftsgeheimnisgesetz, GeschGehG).
- 19.3 Non-confidential information is all information:
 - a) which is or becomes generally available to the public without there having been any disclosure by the Receiving Party.
 - b) in respect of which the Receiving Party can prove that they were already in its lawful possession prior to their receipt.
 - c) which the Receiving Party is required to provide in accordance with the applicable laws, stock exchange rules, court orders or decisions of any official body; or
 - d) which the Receiving Party has received from a third party who is not bound by confidentiality obligations in relation to that information
- 19.4 This provision shall apply to all information about third parties, including end-user information, and to the extent it is evident that the disclosure of the aforementioned information is not desired by third parties. To the extent permitted by applicable law, the Parties shall be entitled to disclose Confidential Information to subcontractors, external consultants and their affiliates within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), provided that such parties are subject to confidentiality agreements equivalent to those under this Merchant Agreement.
- 19.5 Affiliates of a Party within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) are not third parties or Third-Party Providers within the meaning of this Section. In addition, Unzer is entitled to pass on Confidential Information to subcontractors or Third-Party Providers (Cf. Section 6), provided that this is necessary for the (possible) execution of the Agreement and confidentiality provisions have been agreed with those subcontractors or Third-Party Providers.

20. Data Protection

- 20.1 The Parties warrant that they will at all times observe and comply with the applicable data protection provisions, in particular the EU General Data Protection Regulation ("GDPR") and the German Federal Data Protection Act ("BDSG"). Personal data to be processed within the scope of the business relationship shall be handled by the Parties in accordance with the current applicable version of the "Data Protection Appendix", which can be accessed at <https://www.unzer.com/en/datenschutz/>.
- 20.2 The Merchant and Unzer are, as a rule, independently responsible as the Data Controller in their respective areas of responsibility in accordance with Art. 4 No. 7 GDPR. Insofar as Unzer processes personal data on behalf of and in accordance with the instructions of the Merchant in the course of individual services (e.g. hosting POS Applications), the details can be found in the Merchant Agreement in

conjunction with the data processing agreement concluded separately between the parties in accordance with Art. 28 Para. 3 GDPR (available at <https://www.unzer.com/en/rechtliches/>).

- 20.3 The Merchant will duly inform the End Customer in accordance with Art. 13, 14 GDPR about the parties involved in the provision of the service by Unzer and the other institutions necessary for the processing of the transaction (e.g. providers of the payment methods, payment institutions, account-holding institutions, credit card institutions). Information on data protection at Unzer can be viewed and accessed by the Merchant at <https://www.unzer.com/en/datenschutz/>.
- 20.4 If, in addition, declarations of consent from End Customers are required for the provision of services by Unzer, the Merchant shall ensure that these are available to it prior to the provision of services.
- 20.5 In relation to Unzer's professional secrecy obligations under the German Payment Services Supervision Act 2009 (Zahlungsdiensteaufsichtsgesetz, ZAG), the Merchant expressly authorises Unzer to disclose data about the Merchant and its beneficial owners, employees and agents, including but not limited to name, surname, address, date and place of birth, (in the case of a legal entity: company name, registered seat, legal form, registration number), contact details, financial situation, payments made, transactions, as well as confidential information, to affiliated companies and to third-party companies based in Germany, Denmark and Austria. The data transmission described in the foregoing takes place within the framework of outsourcing agreements relating to various operational and technical functions of the services provided under the Merchant Agreement, in particular onboarding, customer service, data analysis for the detection and prevention of criminal offences and sanctions list screening. Unzer shall ensure that such outsourcing arrangements comply with the requirements of the applicable laws. This consent is provided irrespective of any obligations under the GDPR.

21. Data Security and Provisions on Data Safety within the scope of Card Acceptance (PCI DSS, among other things)

- 21.1 If the Merchant has also commissioned Card Acceptance services from Unzer, the Merchant shall be obliged to fully comply with the applicable version of the following provisions on IT security in payment transactions for the entire duration of the business relationship and in particular for the storage, processing and transmission of payment card data:
- a) the Payment Card Industry Data Security Standard ("PCI DSS", see also www.pcisecuritystandards.org),
 - b) the MasterCard Side Data Protection Program (SDP-Program),
 - c) the Visa Account Information Security (AIS) program.
- 21.2 Unzer may at any time require the Merchant to provide evidence that it is using the Services in a manner that complies with the aforementioned programmes (e.g. in the form of the self-assessment form prescribed by the PCI Advisory Board).
- 21.3 In specific terms, the Merchant shall ensure the permanent and uninterrupted confidentiality, integrity and security of the transmitted data, as well as appropriate precautions against the unauthorised use of payment cards and card data and shall process card payment information including card number, validity date and, if applicable, card verification number and 3D-Secure PIN only in encrypted form using the procedure approved by Unzer in each case via "secure pages" or SSL encryption and shall implement the necessary specifications of 3D-Secure for each transaction processing.
- 21.4 The storage of card verification numbers CVV2 / CVC2 following the authorisation of the Transaction is not permitted under any circumstances. If the Merchant stores any other Card Data itself, it shall register with the Card Organizations and, if applicable, certify itself. The Merchant must

bear the costs of any such certification. The Merchant must present the corresponding proof to Unzer immediately upon request.

- 21.5 The Merchant must take appropriate precautions against unauthorized use and loss of cards and cardholder data. In addition, the Merchant must comply with the current PCI DSS regulations at all times and in full. The Merchant shall forward all transaction data to Unzer via a PCI-certified platform in accordance with the binding requirements (e.g., mandatory maintenance of logs, etc.). The Merchant is required to provide a copy of the aforementioned certificate to Unzer immediately upon request. Transaction data may be stored only after certification has been completed, but only if and as long as this is permissible and strictly necessary.
- 21.6 Provided that the card data is transmitted by the Merchant to the Unzer IT system using the latest interface provided by Unzer, Unzer is responsible for the card data transmitted in this way from that point on, i.e., the Unzer IT system meets the requirements of PCI DSS and is regularly checked by means of external audits. Upon request, Unzer will provide the Merchant with the corresponding PCI DSS certificate for the Unzer system.
- 21.7 The Merchant is aware that Unzer has no influence on the connection and data transmission between the Merchant and its end customers. The Merchant is solely responsible for ensuring the necessary transmission security between itself and the End Customer. Accordingly, the Merchant shall take security precautions against the misuse of its infrastructure.
- 21.8 The Merchant must inform Unzer immediately if there is any indication that cards or cardholder data have been misused in the Merchant's area of responsibility (e.g. through unauthorised attempts to access card-relevant systems, loss of sensitive card data such as the cardholder name, the card number, the three-digit check digit and the expiry date). In such cases, Unzer is obliged by the regulations of the card organisations to have a company commissioned by Unzer and accredited by the card organisations check whether such misuse has in fact taken place. (PCI Audit). If it transpires that there has, in fact, been such misuse, the Merchant shall reimburse Unzer for all expenses incurred by Unzer as a result of the misuse. This includes, in particular, the costs of the PCI Audit as well as penalties and fines imposed on Unzer by the card organisations as a result of the misuse. Any claims for damages by Unzer against the Merchant as well as any further claims for reimbursement of expenses shall remain unaffected by this. If Unzer is also responsible for the misuse, Section 254 BGB shall apply accordingly.

22. Copyright and Trademarks

22.1 General

All trademarks, copyrights and other rights to everything developed by Unzer and made available to the Merchant within the framework of this Agreement remain with Unzer or the licensors, unless otherwise stipulated below or otherwise contractually agreed. The use of third-party trademarks by the Merchant, regardless of whether or not they are registered, does not result in any transfer of trademark rights or copyrights.

22.2 Rights of Use for the Technical Platform Unzer One

- (1) Unzer grants the Merchant the right to access Unzer One in accordance with these T&Cs. This right is factually limited to use and application in accordance with the Agreement (including retrieval, display and execution of transactions on the Merchant's servers, inspection, retrieval and storage of the essential contractual information) and is limited in time to the term of the Merchant Agreement, and non-exclusive and non-transferable. In particular, the Merchant may not grant any sub-licences to rights of use, unless Unzer has, by way of exception, expressly consented in writing to the use in accordance with the Agreement by third parties named by the Merchant in advance. No further rights are granted to the Merchant.

- (2) The Merchant is not permitted to reproduce or otherwise modify, edit, reverse engineer or decompile Unzer's software applications or Internet pages, including the associated documentation and specifications, in whole or in part, or to make them available to third parties, or to use them in any other way for purposes other than those stipulated in the Agreement, unless Unzer has provided its express prior written consent.
- (3) The Merchant shall refrain from attempting, either itself or through unauthorised third parties, to retrieve unauthorised information or data from Unzer's systems or to interfere with or cause to be interfered with programs operated by Unzer or to penetrate Unzer's data networks without authorisation.
- (4) The Merchant shall inform Unzer without delay if it becomes aware of any possible infringement of industrial property rights.
- (5) Upon termination of the Merchant Agreement, Unzer shall have the right to cease processing or settlement of Transactions in whole or in part with immediate effect, with the exception of Transactions that have not yet been completed.

22.3 Trademarks and Logos

- (1) The Merchant is obliged to comply with the specific requirements for the use of the logos, brand names or signs required by the providers of the payment methods and/or card organisations. If the Merchant does not comply with this obligation or does so inadequately and does not remedy this breach of contract within a period of five (5) business days despite a written warning, Unzer is entitled to block the Merchant's access to or connection to the Unzer system for as long as the breach of contract continues or until the consequences of the breach of contract have been remedied in full. In the event that the Merchant has not remedied the breach and the consequences of the breach of contract following such a warning, Unzer is entitled to terminate this Merchant Agreement without notice. Further rights of Unzer remain unaffected.
- (2) The Merchant may only use logos, brand names or signs of Unzer or its affiliated companies and/or partners such as the providers of payment methods or Card Organisations, in particular if these are protected under trademark law, for advertising purposes with the prior consent of Unzer and/or the respective provider or partner or the respective affiliated companies, unless it is otherwise already entitled to do so.
- (3) The Merchant shall provide Unzer with images and/or (company) logos from its business operations and shall grant Unzer a simple, non-exclusive right of use for the purposes of the Merchant Agreement. The Merchant guarantees that the images and logos transmitted to Unzer are free of any malware, viruses or similar. Furthermore, the Merchant guarantees that no rights of third parties preclude the transfer or provision of the images and logos to Unzer. The Merchant shall immediately indemnify Unzer against any claims in connection with the use of the images/(company) logos of third parties transferred to Unzer by the Merchant, as well as penalties/fines and/or other claims.
- (4) During the term of the Agreement and for a reasonable period of time after the termination of the Agreement, the Merchant grants Unzer the right to use the name and images / (company) logo of the Merchant provided to Unzer for advertising purposes, in particular in company brochures and websites of Unzer.
- (5) If claims are made against the Merchant by third parties due to the infringement of trademarks within the agreed geographical area of use or other industrial property rights in connection with a payment method, the Merchant must notify Unzer immediately and comprehensively. The Merchant must coordinate the next steps relating to the defence against such claims directly with Unzer.

23. Statute of Limitation

All claims to which one of the Parties is entitled in connection with the business relationship shall become statute barred twelve months after the creditor of the claim has become aware of at least one circumstance giving rise to the

claim and of the identity of the debtor or should have become aware thereof in the absence of gross negligence. Sentence 1 does not apply to claims for damages based on intent or gross negligence, or in the case of injury to the life, body or health of a person, or to claims under the Product Liability Act.

24. Final Provisions

24.1 Code of Conduct

The Merchant is required to comply with the principles set out in Unzer's Code of Conduct. The Code of Conduct can be accessed by the Merchant at any time at <https://www.unzer.com/en/responsibility/>.

24.2 Complaints

The Merchant may at any time submit feedback or complaints to Unzer. A complaints form can be accessed by the Merchant on Unzer's website under the heading 'Feedback and Complaints'. In addition, the Merchant can find further contact information on this website (including the Federal Financial Supervisory Authority and the Commission de Surveillance du Secteur Financier).

24.3 Assignment

Neither Party may assign its rights or obligations under the merchant Agreement without the prior written consent of the other Party. Without prejudice to the foregoing, Unzer shall be entitled to assign or transfer the Merchant Agreement to any company within the Unzer Group. Furthermore, Unzer shall have the right to assign, pledge or otherwise dispose of the claims.

24.4 No Third-Party Beneficiary

The Merchant Agreement is solely for the benefit of the signatories and is not intended for third parties.

24.5 Return or Destruction of Documents upon Termination of the Business Relationship

When the business relationship ends, the Merchant shall at their discretion either return all documents provided as well as any copies thereof or irretrievably delete or destroy the same and provide Unzer with confirmation of the deletion or destruction in text form. At Unzer's request, the Merchant must furnish Unzer with evidence of the deletion or destruction. Irrespective of the foregoing, the Merchant has the right to retain copies to the extent required under the applicable laws.

24.6 Naming as a Reference Customer

Unzer is permitted to name the Merchant as a reference customer in its online and offline, written or verbal marketing materials, including its website, brochures, presentations or offers. For this purpose, Unzer has the right to use the company name, logos or trademarks as well as the company description and to include references to the website of the Merchant on its website. The Merchant may at any time withdraw this authorisation to name it as a reference customer on objective grounds.

24.7 Set off, Retention, Reduction of Payment by the Merchant

The Merchant is entitled to set off, retention or reduction, even if they assert notices of defects or counterclaims, only if the counterclaims against Unzer are uncontested or have been conclusively legally established. Except within the scope of Section 354 a German Commercial Code (*Handelsgesetzbuch*, HGB), the assignment of claims of the Merchant against Unzer is excluded.

24.8 Waiver

Since the Merchant is not a consumer within the definition set out in Section 13 German Civil Code, the following statutory provisions are waived between the Parties to the Agreement: Sections 675 lit. d (1) to (5); Section 675 lit. f (5) sentence 2; Section 675 lit. g; Section 675 lit. h; Section 675 lit. j (2), Section 675 lit. p; Section 675 lit. w; Section 675 lit. y (1), (2), (3) sentence 2 and sentence 3, (4) and (5); Section 675 lit. z BGB; Section 676 BGB. Claims and objections of the Merchant against Unzer pursuant to

Section 675 lit. u to Section 676 lit. c BGB are excluded if the Merchant has not notified Unzer no later than within six (6) months of the date of the debit relating to an unauthorised or incorrectly executed payment transaction.