# Special Terms and Conditions of One Unzer for Distance Selling
(last updated: January 2026)

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## General Part

### 1. Contractual Basis and Scope

1.1 These Special Terms and Conditions govern the performance of payment services by Unzer in respect of the Merchants that wish to provide their End Customers with the option of paying for the goods and services purchased from the Merchants by distance selling (order of goods or services via the Internet, by post, by phone or fax).

1.2 Depending on which payment methods the Merchant has commissioned from Unzer, these may be distance selling transactions in which the payment is made

    (1) using an online transfer payment procedure ("Online Transfer")

    (2) using payment cards of the card type agreed in the "Commercial Details" ("Card Acceptance")

    (3) by Card Acceptance using a Card Wallet from a card wallet provider

    (4) using e-money products (hereinafter "E-Wallet") of an e-wallet provider

    (5) by SEPA Direct Debit.

The regulations and obligations applicable to the individual payment methods are set out in the Special Section, The applicable rules and obligations for the individual payment methods are governed by **Sections 2-8 ("Special Part")** of these Special Terms and Conditions. The specific payment methods commissioned by the Merchant are set out in the "**Commercial Details**" to the Merchant Agreement.

1.3 In order to fulfil its obligations, Unzer is authorised to use the services of Third-Party Providers. If this is expressly stipulated in these Special Terms and Conditions, these Special Terms and Conditions may also be supplemented with special terms of the Third-Party Providers for certain payment methods

1.4 These Special Terms and Conditions supplement the "One Unzer T&Cs". Unless expressly stipulated otherwise in these Special Terms and Conditions, provisions of the "One Unzer General Terms and Conditions" shall apply to the execution of payment services under these Special Terms and Conditions. In the event of any contradictions between the "One Unzer General Terms and Conditions" and these Special Terms and Conditions, these Special Terms and Conditions shall take precedence.

1.5 Supplementary provisions applicable to the payment method Card Acceptance

 (1) For Merchants from industries with a particularly high risk, it may be necessary in addition to the "Merchant Agreement" to conclude a separate agreement with the acquirer for the card acceptance payment method.

 (2) Furthermore, for the payment method card acceptance with credit/payment cards from MasterCard and VISA, it may be necessary for the Merchant to make contractual arrangements with the acquirer in addition to the "One Unzer Merchant Agreement" if the following criteria are met:

    a) If and insofar as the Merchant within one calendar year in total

      • achieves an annual transaction volume in excess of USD 10,000,000 with MasterCard transactions (hereinafter: "Threshold Value", currency conversion in accordance with Euro reference rates of the European Central Bank – day rates) and/or

      • achieves an annual transaction volume in excess of USD 1,000,000 with VISA-Card transactions ("Threshold Value").

    b) For the following calendar year, the contracting parties agree that the Threshold Value will be achieved again; in this case, an agreement with the acquirer will continue to be required in addition to the Merchant Agreement for the provision of the payment method card acceptance with credit/payment cards from MasterCard and/or VISA

    c) If the value falls below the Threshold Value in a subsequent calendar year, the agreement with the acquirer shall end automatically without the need for termination.

 (3) If and as soon as one of the conditions precedent for the conclusion of an additional agreement pursuant to the reasons set out in Section 1.4 (1) and/or (2) is fulfilled, the provisions set out in Appendix 7 to the Merchant Agreement, "Supplementary Agreement Acquirer" shall enter into force between the Merchant and the Acquirer. The Supplementary Agreement Acquirer, together with the Merchant Agreement, shall then form the basis for the processing of credit Card Transactions.

 (4) For the AMEX card type, the Merchant must conclude a separate agreement with AMEX in addition to the "One Unzer Merchant Agreement."

1.6 Risk of fraud in distance selling and Merchant's duty of care

 (1) The Merchant acknowledges and agrees that the acceptance of payments in the distance selling business involves a particularly high risk of abuse, as there is no personaʌl contact with the End customer and the End Customer therefore cannot be identified in the same way as, for example, in the case of face-to-face transactions. The Merchant therefore undertakes to accept payments via distance selling only if all customary measures to prevent fraud have been complied with and will take all reasonable measures to prevent misuse (including preventing the misuse of card data). The costs incurred for this, including any reimbursement of expenses, shall be borne by the Merchant.

 (2) The Merchant shall not accept payment in distance selling if, based on the circumstances of the individual case, there is reason to suspect that there has been fraudulent activity. This applies, for example, if an order can objectively be considered unusual.

 (3) The Merchant is obliged to report any suspected or identified misuse, any unauthorised or fraudulent act, any suspicion regarding individual transactions or a payment instrument or any unauthorised attempt to access its card-related IT systems or the loss of card data to support@unzer.com without delay and, in consultation with Unzer, to contribute to the prompt and complete clarification of the facts or to take the necessary security measures. In the event of non-compliance, the Merchant shall bear the resulting damage and expenses incurred by Unzer.

## Special Part

### 2. Online Transfer

#### 2.1 Scope of Service Online Transfer

When Online Transfer has been commissioned, Unzer shall provide the Merchant, via the connection interface selected by the Merchant, with the processing and settlement of transactions which are initiated by the End Customer using the agreed online transfer payment procedures ("Online Transfer") when ordering goods or services as part of a distance selling transaction and which are submitted to Unzer by the Merchant ("Online Transfer Transaction"). Details of the agreed transaction currency as well as the fees agreed between the Parties are set out in the "**Commercial Details**" to the Merchant Agreement".

**2.2 Performance Limitations for Unzer**

(1) The Merchant acknowledges and agrees that Unzer is dependent on other financial institutions to provide the Services to the Merchant. It is beyond Unzer's control, for example, if the provision of the Services is affected by the actions and/or inactions of other credit institutions, including changes and/or outages in the credit institutions' back-end systems. The Merchant acknowledges that Unzer cannot influence the terms and conditions set by the banks or the way in which the banks provide access to the accounts.

(2) The Merchant acknowledges and agrees that Unzer has no influence on the contractual terms and conditions applicable between the End Customer and their account-holding institution, including the regulations governing the use of the online banking access provided. This applies in particular in the event of the rejection of an online transfer or any options for cancelling online transfer orders by the End Customer. A transaction shall be deemed to have been successfully executed only once Unzer has disbursed it to the Merchant, less any applicable fees.

(3) The Merchant acknowledges and agrees that Unzer does not secure the online transfer payment method and that it does not constitute a payment guarantee in favour of the Merchant, unless explicitly otherwise agreed between the Parties. Any payment or order confirmation merely documents the initiation or acceptance of a payment order and, unless otherwise specified in detail, does not constitute a guarantee or cover commitment.

(4) The Merchant is aware and agrees that it bears the risk of non-receipt, reversal, or reclamation of the payment received (e.g., SEPA recall, refund of unauthorized payments, reclamation pursuant to the law of unjust enrichment). Unzer is not responsible for the occurrence or irreversibility of the payment received. Recall requests are forwarded in accordance with the applicable payment transaction regulations; there is no obligation to successfully retrieve or prevent reversals.

(5) The Merchant acknowledges and agrees that until the final, unconditional credit entry is made to the Merchant's account, the Merchant is not protected against default or reversal risks and remains obligated to surrender any funds received within the scope of statutory claims for reversal.

**2.3 Special Obligations relating to Online Transfer**

(1) The Merchant undertakes to offer its End Customers the Online Transfer payment method via all account-holding institutions that are connected to the Online Transfer payment method system. The exclusion of individual account-holding institutions is expressly prohibited.

(2) The Merchant undertakes to offer the Online Transfer payment method exclusively via the connection channels offered by Unzer. Details can be found in the One Unzer T&Cs.

**2.4 Special Features of iDEAL Online Transfer**

The Merchant guarantees that they will continuously fulfil and comply with the applicable provisions of the iDEAL "Rules and Regulations" and "Merchant Integration Guide" throughout the term of the Agreement. Unzer will make the aforementioned regulations available to the Merchant at any time upon request at support@unzer.com.

**3.  Card Acceptance**

**3.1 Scope of Service for Card Acceptance**

(1) When commissioning Card Acceptance services, Unzer shall provide the Merchant with the processing and settlement of transactions that are initiated by the End Customer using a payment card of the agreed card type when ordering goods or services and submitted to Unzer by the Merchant ("Card Transactions") via the connection interface selected by the Merchant. Details of the agreed card types, transaction currency and fees can be found in the "Commercial Details" to the Merchant Agreement.

(2) Special features of ordering card acceptance services for AMEX

When commissioning card acceptance services for AMEX, Unzer solely provides the Merchant, via the connection interface selected by the Merchant, with the technical processing of transactions (payment processing) that are initiated by the End Customer when ordering goods or services using the AMEX payment card and submitted by the Merchant to Unzer ("Card Transactions"). Details regarding AMEX, transaction currency, and fees can be found in the "Commercial Details" to the Merchant Agreement.

(3) The prerequisite for the technical processing (referred to as "capture") and settlement of transactions is that these have been previously authorised by the End Customer and Unzer (see Section 3.5) and the Merchant has fulfilled its obligations pursuant to Section 3.6.

(4) Special features of technical processing for AMEX:

The prerequisite for the technical processing (known as capture) and settlement of transactions is that (i) the Merchant provides Unzer with the necessary data relating to AMEX, (ii) this data has been previously authorized by the End Customer and Unzer (see Section 3.5), and (iii) the Merchant has fulfilled their obligations in accordance with Section 3.6.

**3.2 Assignment to Unzer**

(1) The Merchant assigns to Unzer the claim against the respective cardholder from the legal transaction underlying the transaction, as well as any other claims against the respective card-issuing institution of the cardholder relating to this legal transaction. Unzer hereby accepts such assignment. The assignment shall take effect at the time the transaction is submitted to Unzer.

(2) The Merchant guarantees that the claim assigned to Unzer is free from any legal defects at the time of the conclusion of the Agreement, in particular that it exists and is free of objections. This guarantee includes that the legal status of the claim is not subsequently changed, i.e. that its legal status is not affected by subsequent agreements with the cardholder (this includes in particular, but not limited to: contestation, set-off, cancellation, revocation, reduction and exercise of a right of retention, execution of a return debit).

(3) In the event of a partial or full reversal of the legal transaction on which the transaction is based, Unzer shall reassign the claim concerned to the Merchant to the extent affected. The reassignment of claims to the Merchant is subject to the condition that there are no (further) possibilities for the end customer or third parties to charge back the total claim concerned.

**3.3 Performance of Chargebacks by Unzer**

Unzer is authorised to carry out a chargeback for payments already made to the Merchant if

(1) a payment obligation of the cardholder does not or did not exist;

(2) the Merchant does not submit the documents/information etc. requested by Unzer after being requested to do so and despite the issue of a reminder and the setting of a deadline by Unzer, see Section 3. 4 "Special Obligations for Card Acceptance";

(3) the cardholder requests a cancellation of the debit on his/her card account and/or refuses payment;

(4) the cardholder declares, in writing or by e-mail, within one hundred and twenty (120) days of the date on which the account was debited or the date on which the service was or should have been provided to the cardholder and submits appropriate supporting evidence that

    a) neither he/she nor a person authorised by them has issued the instruction to pay by debiting his/her card account (unless the instruction was issued using a special security procedure approved by Unzer for this purpose and this procedure has identified the cardholder as the originator of the instruction and neither a non-

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reloadable prepaid card nor the MoTo distribution channel was used);

b) the service was not provided or not provided to the agreed delivery address or not at the agreed time;

c) the service did not correspond to a written product description available at the time of purchase and the cardholder has returned the goods to the Merchant or cancelled the service; or

d) that a delivery was defective and/or the delivered goods were damaged.

### 3.4 Special Obligations relating to Card Acceptance

(1) The Merchant acknowledges and agrees that the card organisations behind Card Acceptance require compliance with specific defined regulations (including scheme rules). The Merchant undertakes to carry out its transactions in compliance with the current applicable regulations stipulated by the credit card organisations. The applicable regulations can be viewed on the website of the respective card organisation.

(2) Obligations relating to End Customers

a) The Merchant undertakes to structure its offers such as not to give the impression that Unzer or the card organisations are the providers or the supplier of the service; in particular, the Merchant must make it clear to the cardholder in a prominent and irrevocable manner that the Merchant is responsible for the sale of the goods or services, customer service, complaints handling and the terms and conditions of sale.

b) The Merchant undertakes to design their online offers and websites, the ordering process and the dispatch and delivery of the goods and/or services such that they comply with all regulations of the card organisations and all relevant legal provisions applicable in the country / state in which the Merchant is established, in which the goods and/or services are dispatched or offered and in the countries/states of all potential End Customers/recipients to whom the offer is addressed.

This applies in particular with regard to consumer protection, distance selling, data protection, protection of minors, import and customs regulations and tax regulations.

c) If the Merchant operates websites in a language other than German or English, it shall provide Unzer with a German or English translation for these pages upon request and without being requested to do so for subsequent changes.

### 3.5 Obligation to Authorise the Transaction

(1) The Merchant is required to submit an authorisation request to Unzer before submitting a transaction (see Section 3.6). In the case of recurring payments, each individual payment with reference to the initial transaction is treated as a single transaction that requires a valid authorisation when due.

(2) When submitting an authorisation request to Unzer, the Merchant is obliged to truthfully provide the data requested by Unzer, including the distribution channel used (E-Commerce / MoTo) and the Merchant ID. After the authorisation request, the Merchant is no longer entitled to make and / or permit changes to the information and data transmitted to Unzer as part of the ordering process.

(3) Authorisation of the transaction is deemed to have been granted when Unzer notifies the Merchant of an authorisation code.

(4) By issuing the authorisation code, Unzer confirms that at the time of authorisation the card payment is not restricted in accordance with the requirements of this Agreement, the payment card has not been declared invalid by blacklists or other notifications from the card-issuing institution, the transaction amount is within the transaction limit, and the End Customer has authorised the payment. The issue of an authorisation code does not constitute a commitment to initiate the transaction. Unzer reserves the right to charge

back the Card Transaction to the Merchant at any time if the necessary conditions are met (see section "Performance of Chargebacks by Unzer" (see Section 3.3)).

### 3.6 Obligations to Submit Transactions

(1) The Merchant is under an obligation to apply the special security procedures provided by the card organisations in distance selling to prevent misuse. In particular, the Merchant undertakes to submit a Card Transaction to Unzer for settlement only if (i) it has used the special security/authentication procedures of the card organisations by means of certified software or an equivalent security procedure (e.g. "Verified by Visa" or "MasterCard SecureCode") and (ii) it has transmitted the cardholder's authentication data in the authorisation and clearing data record in accordance with the specifications of the respective credit organisations (E-Commerce Sales Channel).

(2) The Merchant undertakes

a) to submit all transaction data only in compliance with the details specified in Sections 19 - 21 "Confidentiality", "Data Protection" and "Data Security / PCI DSS" of the One Unzer T&Cs;

b) to comply with any fixed transaction limits set by the card organisations to prevent fraudulent transactions, chargebacks, and chargeback quotas; Unzer will provide the Merchant with the current transaction limits on request to support@unzer.com ;

c) to only submit transactions for which the Merchant has received prior authorisation from both the End Customer (see Section 675 lit. j BGB) and Unzer (see Section 3.5);

d) to submit each transaction to Unzer within the validity period of the relevant online authorisation, i.e. in the case of (i) card payments within ten (10) days after the provision of the services or twenty (20) days after receipt of the authorisation by Unzer, whichever is the earlier of these two dates, or (ii) for payments by MasterCard within seven (7) days after receipt of the authorisation by Unzer.

e) to submit transactions only by transmitting the complete data record for the transaction (including transaction ID, currency, and date as well as all data relating to the order process such as the content of the order, documents transmitted, first and last name of the cardholder - with the exception of the card verification number and any passwords or PIN - and/or, in the case of MoTo, the day and time of the call).

f) to save and store the transaction data and proof of delivery for each transaction.

g) to submit only transactions made with a payment card that was valid according to the information provided by the cardholder. This means that the transaction date is within the validity period of the card, the payment card is not on a blacklist and/or has not been declared invalid on the basis of any other notification to the Merchant.

### 3.7 Special Obligations relating to Card Acceptance via MoTo

(1) In the event of acceptance of a card payment via MoTo, the Merchant is obliged to provide Unzer with the information in accordance with the Appendix "MoTo & Link Pay Information".

(2) The Merchant undertakes to exclusively use either (i) the virtual terminal provided by Unzer via the Merchant portal for the acceptance of card payments via MoTo or (ii) to submit these via an integration option provided by Unzer in accordance with the so-called Payment Card Industry Data Security Standard ("PCI DSS", see also www.pcisecuritystandards.org).

### 3.8 Termination for Cause, Withdrawal, Compensation for Non-Performance

Notwithstanding the provisions on termination for cause in the One Unzer T&Cs, Unzer has the right to terminate the Merchant Agreement or a part thereof without notice for

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good cause when commissioning a Card Acceptance service if

(1) the Merchant submits (i) no Card Transactions or (ii) only a low volume of Card Transactions to Unzer over a period of six (6) months. The volume of Card Transactions shall be deemed to be low if the number of Card Transactions or the turnover from Card Transactions submitted to Unzer within the aforementioned period is more than seventy-five per cent (75%) below the figures originally forecast by the Merchant;

(2) (i) the amount or number of Card Transactions charged back to the Merchant in one (1) calendar week or one (1) calendar month exceeds zero point five per cent (0.5%) of the total amount or total number of Card Transactions submitted by the Merchant in the relevant period or (ii) the ratio between the submitted monthly turnover with stolen, lost or counterfeit cards and the submitted monthly turnover with non-stolen, lost or counterfeit cards exceeds zero point five per cent (0.5%);

(3) the proportion of Card Transactions reported as fraudulent by payment card issuers (fraud volume) in one (1) calendar month exceeds zero point five per cent (0.5%) of the turnover from Card Transactions (only debits; no credits) in the respective calendar month; or

(4) a card organisation orders the suspension of card acceptance for the Merchant.

## 4. Card Wallet

### 4.1 Scope of Card Wallet services

(1) If the Card Wallet payment method is commissioned, Unzer shall process the Card Transactions submitted and initiated by the Merchant via the agreed Card Wallet for the card types specified by the commissioned Card Wallet and offered by Unzer. Details of the agreed card types, transaction currency and fees can be found in the "Commercial Details" to the Merchant Agreement.

(2) Sections 3.2 - 3.8 apply accordingly.

### 4.2 Special Obligations relating to Card Wallet

For the integration of certain functions and services of the Card Wallet, including the use of such functions or services via external components connected to the Merchant application, such as an application ("App") running on a smartphone or tablet, it may be necessary for the Merchant to integrate a certificate and/or a connection interface provided by the respective Card Wallet provider into the Merchant system in order to use the Card Wallet. Details can be found in the interface description available at https://docs.unzer.com.

### 4.3 Special Obligations relating to Apple Pay

The prerequisite for using the Apple Pay card wallet is that the Merchant has registered on the Apple Pay platform, has agreed to the Apple Pay terms and conditions https://developer.apple.com/apple-pay/terms/apple-pay-web/ and comply the Apple Pay guidelines for the duration of use.

### 4.4 Special Obligations relating to Google Pay

In order to use the Google Pay card wallet, the Merchant must be registered on the Google Pay platform, have agreed to the Google Pay terms and conditions (https://payments.developers.google.com/ **terms/seller-tos**) and comply with the Google Pay guidelines for the duration of use (https://developers.google.com/pay/api/web/guides/brand-guidelines).

## 5. E-Wallet

### 5.1 Scope of Services E-Wallet

(1) If the E-Wallet payment method is commissioned, Unzer shall process the transactions submitted and initiated by the Merchant via the agreed E-Wallet and disburse the E-Wallet transaction turnover to the Merchant. The prerequisite for the payment of the E-Wallet transaction turnover is

that Unzer has received this amount from the corresponding E-Wallet provider or the intermediary service provider for the respective E-Wallet.

(2) Details of the agreed transaction currency and the agreed fees can be found in the "Commercial Details" to the Merchant Agreement.

### 5.2 Performance Limitations of Unzer

The execution of individual payment methods within the E-Wallets and the associated possibility of cancellation of individual transactions by an End Customer are governed exclusively by the contractual terms and conditions of the End Customer's account-holding bank and/or the respective E-Wallet. Unzer has no influence on this.

### 5.3 WeChat-Pay Performance Limitations

(1) Unzer expressly points out to the Merchant that the provider of WeChat Pay may discontinue and/or block its services at any time without stating reasons; Unzer has no influence on this.

(2) WeChat Pay has set threshold values for each transaction. These can be adjusted unilaterally by WeChat Pay at any time; Unzer has no influence on this.

### 5.4 AliPay Performance Limitations

Unzer expressly points out to the Merchant that the provider of Alipay may suspend the Merchant's connection to Alipay at any time if the transaction volume of unauthorised transactions exceeds twenty thousand renminbi yuan (RMB 20,000.00) (equivalent to approximately two thousand seven hundred Euros (EUR 2,700.00) or zero point zero zero one percent (0.001%) of the total transaction volume. The same applies for reasons of risk avoidance. Unzer has no influence on this.

### 5.5 Special Obligations relating to E-Wallet

(1) In addition to the provisions of the One Unzer T&Cs and these Special Terms and Conditions for Distance Selling, the Merchant also undertakes to comply with any E-Wallet terms and conditions of the respective E-Wallet provider that govern the use and/or acceptance of the respective E-Wallet. Details can be found in the interface description available at https://docs.unzer.com.

(2) Before forwarding an E-Wallet transaction to Unzer, the Merchant shall provide all necessary information resulting from the technical specifications for the respective E-Wallet.

### 5.6 Special Obligations relating to WeChat Pay

(1) The Merchant undertakes not to offer any goods and/or services via WeChat Pay other than the sale of goods, airline tickets, hotel accommodation, international logistics, international car hire, international conferences, software services, and medical services.

(2) Unzer shall be entitled to amend or restrict the above goods and/or services at any time if such amendments or additions are necessary to ensure compliance with the relevant requirements of the WeChatPay Provider. Changes to goods and/or services shall be communicated to the Merchant in text form in good time, but if possible at least one (1) month before such changes take effect.

(3) The Merchant shall ensure that transactions do not exceed or fall below the transaction limits applicable to WeChat Pay:

a) Minimum amount per transaction: zero point ten yuan (CNY 0.10, currently equivalent to approximately one (1) cent), and

b) Maximum amount:

- by bank card per End Customer, transaction, and day: between ten thousand yuan (CNY 10,000.00, currently equivalent to approx. one thousand three hundred Euros (EUR 1,300)) and fifty thousand yuan (50,000.00 CNY, currently equivalent to approx. six thousand five hundred EURO (EUR 6,500.00)). In individual cases, banks may accept higher amounts due to their own limits. Or

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- via E-Wallet per End Customer, transaction, and day: fifty thousand yuan (CNY 50,000.00, currently equivalent to approx. six thousand five hundred Euros (EUR 6,500.00)

(4) The WeChat Pay transaction limits can be adjusted by Unzer at any time with immediate effect at the request of the WeChat Pay provider. The text form is sufficient for this.

(5) The Merchant shall respond to Unzer's requests for additional information or documentation in connection with a WeChat Pay transaction without undue delay and in any event within one (1) business day of being contacted, failing which Unzer shall be entitled to refund the transaction to the End Customer. In all other cases, the Merchant must respond within two (2) business days and, upon request, send a copy of any original evidence requested.

(6) The Merchant agrees to keep all receipts and transaction logs related to WeChat Pay for at least five (5) years from the date of the transaction.

(7) The Merchant undertakes to make refunds to End Customers for transactions carried out via WeChat Pay exclusively using WeChat Pay via the Unzer interface. The Merchant acknowledges and agrees that it shall bear any resulting risks for refunds that it carries out by means other than via the Unzer and WeChat Pay interface. The Merchant shall ensure that refunds for End Customers are possible only within ninety (90) days from the date of the transaction to which the refund relates.

**5.7 Special Obligations relating to AliPay**

(1) The Merchant shall ensure that the transactions do not exceed or fall below the transaction limits applicable to AliPay:

a) minimum amount per transaction: zero point ten yuan (CNY 0.10, currently equivalent to approximately one (1) cent), and

b) maximum amount:

- by bank card per End Customer, transaction, and bank: fifty thousand yuan (CNY 50,000.00 currently corresponds to approx. six thousand five hundred Euros (EUR 6,500.00));

- via E-Wallet per End Customer and transaction: three hundred thousand yuan (CNY 300,000.00, currently equivalent to approx. thirty-eight thousand seven hundred Euros (EUR 38,700.00))

(2) Total transaction limit for both bank card and E-Wallet per day: three hundred thousand yuan (CNY 300,000.00, currently equivalent to approx. thirty-eight thousand seven hundred Euros (EUR 38,700.00)).

(3) The AliPay transaction limits can be adjusted by Unzer at any time with immediate effect at the request of the AliPay provider. The text form is sufficient for this.

**5.8 Liability**

In addition to the liability provisions set out in the One Unzer General Terms and Conditions, the following shall apply:

(1) The Merchant shall indemnify Unzer against any contractual penalties imposed against Unzer by an E-Wallet provider based on a breach of contract caused by the Merchant or a third party authorised by the Merchant, irrespective of whether or not the Merchant considers the contractual penalties imposed by the E-Wallet provider to be justified.

(2) The indemnification obligation applies regardless of whether the Merchant had the opportunity to raise objections or lodge defences against the imposition of the contractual penalty prior to payment of the contractual penalty by Unzer. Unzer is not under any obligation to enable the Merchant to negotiate with the respective E-Wallet provider prior to payment of the contractual penalty. Further claims by Unzer remain unaffected by this.

**6. Direct Debit (SEPA Direct Debit)**

**6.1 Scope of Direct Debit Service**

(1) The Merchant authorises Unzer to collect SEPA direct debits from its End Customers at their account-holding institution.

(2) In the event of a direct debit not honoured or returned by the End Customer's account-holding institution, e.g. due to revocation of the direct debit authorisation and/or due to a refund request by the End Customer, Unzer shall offset the credit amount already made in favour of the Merchant from a direct debit collection against future payments to the Merchant and, if applicable, refund the credit amount to the End Customer's account-holding institution. Any costs / expenses / fees incurred by Unzer as a result of such a returned direct debit and/or the non-payment of the direct debit shall be borne by the Merchant and reimbursed to Unzer.

(3) The settlement and disbursement of sales to the Merchant from successfully executed direct debit collections shall take place in accordance with the regular settlement period agreed in the "Commercial Details" to the Merchant agreement.

**6.2 Performance Limitations Unzer**

(1) Unzer expressly points out to the Merchant that the End Customer may object to a direct debit collection made in favour of the Merchant, irrespective of whether it is an authorised or unauthorised direct debit. In this respect, Unzer assumes no responsibility with regard to the collection of the Merchant's claim against the End Customer.

(2) In the event of the failure of a direct debit collection at the End Customer's account-holding institution, Unzer will not make any further attempt to collect the failed direct debit in favour of the Merchant

**6.3 Special Obligations of the Merchant relating to Direct Debit**

(1) The Merchant is responsible for and under an obligation to obtain a legally enforceable SEPA core direct debit mandate from its End Customer before submitting an order for the collection of the direct debit to Unzer.

(2) The Merchant shall ensure that the SEPA core direct debit mandate issued by the End Customer to the Merchant for the execution of the direct debit collection fulfils all requirements resulting from the SEPA Regulation (Regulation EU No. 260/2012).

(3) If an End Customer cancels the SEPA core direct debit mandate issued to the Merchant, the Merchant shall not submit any further direct debits to Unzer for collection in respect of this End Customer.

**7. Refunds (Credit Notes)**

The Merchant is authorised to issue credit notes to the End Customer's account-holding bank in accordance with Section 9.4 of the One Unzer General Terms and Conditions and to make (partial) refunds to the End Customer if and to the extent necessary:

(1) the account-holding institution of the End Customer has honoured the direct debit on which the credit note is based and the amount has been credited to the escrow account provided by Unzer for payment processing; and

(2) that the escrow account provided to the Merchant for payment processing by Unzer has sufficient funds.

**8. VI Klarna Payments**

**8.1 Scope of Klarna Payments**

By commissioning "Klarna Payments", the Merchant is granted the right to integrate the payment methods offered by Klarna, together with the Klarna logo, in the checkout area of their online shop and to offer these to the End Customer.

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### 8.2 Performance Limitations Unzer

(1) Unzer has no influence on the specific individual payment methods offered to the End Customer by Klarna. Klarna carries out an identity check of the End Customer as well as a fraud, risk, and credit check as its own responsibility and then decides which payment methods can be offered to the End Customer in each individual case.

(2) If a contract is concluded between the Merchant and the End Customer using the Klarna payment method invoice and instalment purchase, the Merchant shall assign to Klarna the corresponding claim from the legal transaction with underlying the End Customer, as well as any other claims relating to this legal transaction.

### 8.3 Payment Processing

As soon as the Merchant has informed Klarna via the technical interface that the goods have been dispatched (Capture / Charge) and Unzer has received the transaction amount to be processed from Klarna, Unzer will pay the Merchant the transaction amount to be processed, less the agreed fees and charges, to the account registered with Unzer, regardless of the payment method selected. If there are any payment reversals in connection with the legal transaction underlying the transaction to be processed, the Merchant must notify Unzer of this immediately via the technical interface (Refund). Unzer is authorised to deduct the refund amount from future payments to the Merchant.

### 8.4 Special Obligations of the Merchant relating to Klarna Payments

(1) The Merchant undertakes to register any payments made directly to them by End Customers in Klarna's order processing system without delay or to notify Klarna of such payments in another unambiguous manner and to pay the amount to Klarna without delay, quoting the relevant payment reference.

(2) The Merchant shall ensure that it is familiar with and complies with Klarna's current shipping guidelines (http://klarna.com/shipping-policies).

(3) In order to ensure that disputes, complaints and returns from End Customers are processed without delay, Unzer shall provide the Merchant access to the dispute resolution system in the Klarna merchant portal. The Merchant is required to keep an up-to-date record of all correspondence with the End Customer. In the event of non-compliance, the Merchant shall be required obliged to reimburse Klarna for all costs incurred in this connection.

(4) Before using the Klarna payment function, the Merchant is must familiarise themselves with the latest version of the so-called "Klarna Scheme Rules" and accept these. The current version of the Klarna Scheme Rules is available to the Merchant at any time at https://docs.klarna.com/policies/.

### 8.5 Extraordinary Termination Right Klarna

Unzer expressly points out to the Merchant that Klarna reserves the right to exclude integrated Merchants at any time without the need to provide reasons. In addition, Klarna reserves the right to exclude the Merchant from the Klarna payment method if the Merchant offers its own or third-party payment methods that are equivalent to a Klarna payment method or has substantial similarities to it. Unzer has no influence on either of these circumstances.