

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 the bank transfer payment procedure ("**Bank Transfer**")
 - (2) using American Express (AMEX) payment cards ("**Card Acceptance**")
 - (3) by SEPA Direct Debit ("**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 "Unzer E-Com T&Cs". Unless expressly stipulated otherwise in these Special Terms and Conditions, provisions of the "Unzer E-Com 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 "Unzer E-Com T&Cs" 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

For the AMEX card type it is necessary for the Merchant, in addition to the "Unzer E-Com Merchant Agreement", to conclude a separate agreement with AMEX.

- 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 personal 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 (i) any suspected or identified misuse, (ii) any unauthorised or fraudulent act, (iii) any suspicion regarding individual transactions or a payment instrument or any unauthorised attempt

to access its card-related IT systems or (iv) 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. Bank Transfer

2.1 Scope of Service Bank Transfer

When Bank 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 bank transfer payment procedure Unzer advance payment ("Bank Transfer") when ordering goods or services as part of a distance selling transaction and which are submitted to Unzer by the Merchant ("Bank Transfer Transaction"). Details of the agreed transaction currency as well as the fees agreed between the Parties are set out in the "**Commercial Details**" of 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 a Bank Transfer or any options for cancelling Bank 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.

2.3 Special Obligations relating to Bank Transfer

- (1) The Merchant undertakes to offer its End Customers the Bank Transfer payment method via all account-holding institutions that are connected to the Bank Transfer payment method system. The exclusion of individual account-holding institutions is expressly prohibited.
- (2) The Merchant undertakes to offer the Bank Transfer payment method exclusively via the connection channels offered by Unzer. Details can be found in the Unzer E-Com T&Cs.

3. Card Acceptance

3.1 Scope of Service for Card Acceptance

- (1) When commissioning Card Acceptance services, Unzer shall provide the Merchant with the technical processing of transactions ("Payment Processing") that are initiated by the End Customer using an AMEX payment card when ordering goods or services and submitted to Unzer by the Merchant ("Card Transactions") via the connection interface selected by the Merchant. Details relating to AMEX, the transaction currency and fees can be found in the "Commercial Details" of the Merchant Agreement.
- (2) The prerequisite for the technical processing (referred to as "capture") and settlement of transactions is that (i) the Merchant provides Unzer the relevant AMEX data (ii) that these

were previously authorised by the End Customer and Unzer (see Section 3.3) and (iii) the Merchant has fulfilled its obligations pursuant to Section 3.4.

3.2 Special Obligations relating to Card Acceptance

- (1) The Merchant acknowledges and agrees that the card organisation behind American Express 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 American Express credit card organisation. 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 American Express card organisation 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 American Express card organisation 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.

3.3 Obligation to Authorise the Transaction

- (1) The Merchant is required to submit an authorisation request to Unzer before submitting a transaction (see Section 3.4). 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..

3.4 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 and (ii) it has transmitted the cardholder's authentication data in the authorisation and clearing data record in accordance with the specifications of the American Express card organisation (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 Unzer E-Com T&Cs;
 - b) to comply with any fixed transaction limits set by the American Express card organisation to prevent fraudulent transactions, chargebacks, and charge-back 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 3.3);
 - 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.
 - 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.

3.5 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).

3.6 Termination for Cause, Withdrawal, Compensation for Non-Performance

Notwithstanding the provisions on termination for cause in the Unzer E-Com T&Cs, Unzer has the right to terminate the Merchant Agreement or a part thereof without notice for 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 AMEX (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) the American Express card organisation orders the suspension of card acceptance for the Merchant.

4. Direct Debit (SEPA Direct Debit)

4.1 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.

4.2 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

4.3 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.

5. Refunds (Credit Notes)

The Merchant is authorised to issue credit notes to the End Customer's account-holding bank in accordance with Section 5.4 of the Unzer E-Com T&Cs 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.