

1. Contractual Basis and Scope of Application

- 1.1 These Special Terms and Conditions govern the provision of payment services by Unzer to Merchants who wish to offer their End Customers the option to pay for goods or services purchased from them with payment cards (credit and debit cards, in particular from Visa, Mastercard, Union Pay and other agreed card organisations, giro cards and electronic direct debiting) in the physical presence of the cardholder (hereinafter cardholder or end customer) and the card at the point of sale (POS) (scope).
- 1.2 The individual payment methods commissioned by the Merchant can be found in the "**Commercial Details**" of the Merchant Agreement.
- 1.3 In order to fulfil their obligations under these Special Terms and Conditions, Unzer is entitled to use the services of third-party providers. If explicitly provided in these Special Terms and Conditions, these Special Terms and Conditions for individual payment methods may additionally be supplemented by special requirements and conditions of the third-party providers for the provision of Unzer's services under these Special Terms and Conditions, insofar as this is reasonable for the Merchant.
- 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 T&Cs" shall apply to the execution of payment services under these Special Terms and Conditions. In the event of any contradiction between the "One Unzer T&Cs" and these Special Terms and Conditions, these Special Terms and Conditions shall take precedence.

2. Scope of Service for Card Acceptance

- 2.1 When commissioning card acceptance services, Unzer shall process and settle the transactions for the Merchant 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. Cards within the meaning of these Special Terms and Conditions also include cards stored on another medium (e.g. smartphone). Details of the agreed card types, transaction currency and fees can be found in the "**Commercial Details**" of the Merchant Agreement.
- 2.2 The prerequisite for the technical processing (so-called capture) and settlement of transactions is that these have been previously authorised by the End Customer and Unzer (see Section 16.3) and the Merchant has fulfilled their obligations in accordance with Section 16.2.

3. Special Obligations relating to Card Acceptance

- 3.1 The card organisations behind card acceptance require compliance with defined regulations (e.g. scheme rules). The Merchant undertakes to carry out transactions in compliance with the current applicable version of the regulations stipulated by the credit card organisations. The individual regulations can be viewed on the website of the respective card organisation.

3.2 Obligations relating to End Customers

The Merchant shall structure their offers in such a way as not to provide the impression that Unzer or the card organisations are the providers of the service; among other things, the Merchant shall 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.

4. Requirements and Obligations relating to Terminals

- 4.1 The Merchant recognises and agrees that the acquisition, operation and maintenance of the infrastructure required

for card acceptance in card-present transactions (i.e. stationary or virtual terminal, router, server, charging stations for terminals, etc.) is necessary for the provision of payment services by Unzer. The purchase of this infrastructure and the security precautions against misuse of the infrastructure are the sole responsibility of the Merchant and are not owed by Unzer under these Special Terms and Conditions

- 4.2 The Merchant undertakes,
 - to use only EMV-certified terminals that are certified in accordance with the applicable PCI DSS standard and by the card organisations and accepted by Unzer for the processing of card payments in card-present transactions. The terminal must be able to process contactless transactions. In addition, certified terminals require
 - a) the acceptance in accordance with the applicable country-specific requirements;
 - b) the protection of the infrastructure used to operate the terminals, in particular the computers (including all associated network elements) and the data carriers containing card data (in particular card numbers, expiry dates or transaction data), against unauthorised use/abuse or manipulation by third parties with the appropriate care required in the course of business and in particular to take appropriate measures to ensure that no fraudulent transactions are carried out when using the terminals and with regard to the data carriers on which the credit card data is stored. If there is a suspicion that third parties have gained unauthorised access to a terminal or the computer, the Merchant must inform Unzer immediately;
 - c) the positioning of all terminals at the POS and set up of the checkout area in such a way that the cardholder has direct access to the terminal (in particular to the display, control buttons and card reader) and cannot be observed when entering a PIN (Personal Identification Number);
 - d) the display of the corresponding acceptance logos and logos for the use of authentication procedures provided by Unzer in a clearly visible location in the checkout area, depending on the type of card or accepted means of payment;
 - e) that Unzer be notified immediately of any change and/or addition to the information provided in the self-disclosure or in the online registration process regarding the number, location and terminal ID of the corresponding terminals, in particular the decommissioning, replacement or change of a terminal and/or location (of business operations) by the communication channel agreed in the Special Terms and Conditions for POS;
 - f) that Unzer be informed, in writing and upon request, which terminals are in active use. The Merchant authorises Unzer to request this information directly from the terminal manufacturers/software suppliers or other infrastructure providers. The Merchant undertakes to support Unzer accordingly;
 - g) and to train staff in the correct handling and use of the infrastructure and terminals at appropriate intervals, in particular when they are commissioned. In addition, at regular intervals or in the event of specific occasions (e.g. a new risk of misuse), staff must be notified immediately of the security measures to be taken to prevent misuse and fraud;
 - h) Terminals may only be used in the contractual territory.

- 4.3 Unzer is entitled to make technical and/or organisational adjustments to individual functionalities without prior notice. This also includes changes to the way in which data is transmitted to the Unzer One platform, in particular the rejection of the manual entry of card data by the Merchant. If this results in a need for adjustments to the Merchant's

infrastructure, the Merchant undertakes to make the adjustments at their own reasonable expense in accordance with Unzer's instructions.

- 4.4 The Merchant undertakes to accept changes and additions made by Unzer and/or their partners (including infrastructure suppliers, terminal suppliers, etc.) to increase the safety standard.
- 4.5 The Merchant undertakes to submit all transaction data exclusively in compliance with the details specified in sections 19 ("Confidentiality") to 21 ("Data Protection" and "Data Security and Provisions on Data Security in the context of Card Acceptance (PCI DSS and others)") of the One Unzer T&Cs. This also applies to adjustments to the infrastructure as a result of technical and/or organisational changes by Unzer in accordance with Sections 4.3 and 4.5 of these Special Terms and Conditions.

5. General Obligations of the Merchant

- 5.1 If the Merchant does not accept all card types of the agreed card organisations, the Merchant undertakes to inform the cardholder of this fact clearly and unambiguously and in any case before the transaction is processed. In accordance with the accepted means of payment or card type of the agreed card organisations, the Merchant shall display the corresponding acceptance logos as well as the logos for the use of authentication procedures in a clearly visible place (e.g. also for contactless payment) at the entrance to the shop and at the checkout as well as at the respective terminal. The Merchant also undertakes to accept all cards of the card type accepted by them from the agreed card organisation that are issued in the European Economic Area, Serbia, Bosnia and Herzegovina, North Macedonia, Kosovo, Gibraltar and the United Kingdom. The Merchant undertakes not to refuse to accept a card on the basis of the identity of the issuer or the cardholder.
- 5.2 The Merchant undertakes not to require or specify a minimum or maximum amount for a transaction from the cardholder for the acceptance of a payment card. The Merchant also undertakes not to make the acceptance of a payment card dependent on the cardholder waiving their right to cancel the transaction.
- 5.3 The Merchant undertakes, upon acceptance of the payment cards
 - a) not to pay out cash or grant loans against a charge to the card;
 - b) to accept the card for services that cannot be provided immediately only if the cardholder is informed of a later provision of services in a verifiable form (e.g. by e-mail), also vis-à-vis Unzer;
 - c) not to change or correct any data on a receipt after it has been signed. If a correction is necessary, a new receipt must be issued;
 - d) to take measures to prevent the misuse of cards with the diligence of a prudent businessman and to report any suspicion of misuse to Unzer immediately;
 - e) to keep the original of the receipt printed out by the terminal (Merchant receipt) in accordance with Section 9 and provide the cardholder with a copy (customer receipt). If a terminal is used, the receipt must be sent to the cardholder by e-mail on request;
 - f) not to charge a fee for accepting the card;
 - g) not to submit any claim that is unlawful or immoral under the law applicable to the legal transaction with the cardholder, in particular under the Unzer Ethical Guidelines.

6. Obligations of the Merchant relating to the Transaction Procedure/Submission

- 6.1 The Merchant is authorised to enter into an agreement with PCI DSS-certified third parties (such as payment service providers, local exchange carriers, etc.) that transmit the Merchant's transactions to Unzer on the Merchant's behalf, subject to prior approval by Unzer. Unzer will not refuse to integrate the aforementioned third parties without good

cause. Costs arising from and in connection with the integration of the aforementioned third parties, in particular for their activation, in the event of delays and/or errors caused by them, shall be borne in full by the Merchant and, if applicable, reimbursed to Unzer. Unzer is entitled to charge the Merchant for such costs and fees incurred by Unzer or to offset them against payments or disbursements to be made to the Merchant.

- 6.2 The Merchant is obliged to inform Unzer in advance, but at least six (6) weeks in advance, about adjustments in connection with the transaction routing by third parties and/or a change of this third party. Unzer is authorised to object to such adjustments and/or changes for good cause.
- 6.3 When a card is presented, the Merchant will read the data relevant to the transaction either from the chip on the card or, in the case of a card without a chip, from the magnetic strip using a terminal. Unless previously agreed in writing with Unzer, the Merchant is not authorised to manually enter card data into the terminal.
- 6.4 The Merchant is obliged to transmit the transactions to be processed to Unzer within forty-eight (48) hours of the turnover date. For transactions received later than forty-eight (48) hours after the turnover date in a processable data record on the Unzer One platform, Unzer reserves the right not to pay out the corresponding transactions to the Merchant or to reclaim or offset payments already made.
- 6.5 The Merchant acknowledges and agrees that the data transfer from the Merchant's infrastructure to the Unzer One platform is the sole responsibility of the Merchant, regardless of whether the data transfer is carried out by the Merchant or a third party.
- 6.6 The Merchant acknowledges and agrees that - provided it has complied with the submission deadlines in accordance with the foregoing Section 6.4 – the manual re-entry of lost, incorrectly or incompletely submitted transactions is permissible only in cases where the cause is a technical fault in data transmission or processing. Incorrect bookings (e.g. entering an amount that is too high or too low) are expressly excluded from this. The subsequent recording of transactions that are submitted later than sixty (60) days (debit cards) or one hundred and eighty (180) days (credit cards) after the transaction date is excluded. The same applies to transactions for which data has not been submitted to the Unzer One platform.

7. Obligations of the Parties relating to Card Acceptance

- 7.1 Unzer will only settle transactions submitted by the Merchant if
 - a) the Merchant has requested and received an authorisation number and entered it on the receipt;
 - b) the receipt was created in duplicate by an authorised terminal;
 - c) the receipt fully and legibly shows the (i) card number, (ii) first and last name of the cardholder, (iii) expiry date of the card, (iv) gross payment amount including statutory VAT, (v) date of the transaction and creation of the receipt, (vi) company and address of the Merchant, and (vii) the authorisation number;
 - d) the PIN, if required, is entered into the terminal exclusively by the cardholder personally;
 - e) if the terminal does not require a PIN to be entered in accordance with Section 7.1 d) for electronic direct debits, the receipt generated by the terminal is signed by the cardholder personally on the signature line provided for this purpose. If a terminal is used, the cardholder shall sign directly on the screen of the mobile device;
 - f) when processing UnionPay transactions, the PIN or a six-digit number combination must be entered by the cardholder. In addition, each receipt must be signed by the cardholder. For so-called contactless transactions, the security standard to be applied is controlled via the hardware terminal. If the security parameters stored on the card and/or the hardware terminal allow it, neither

the PIN nor a signature is required. Otherwise, the cardholder will be asked to enter the PIN or sign the receipt generated by the terminal;

g) the card number and expiry date shown on the receipt match the card number and expiry date shown on the payment card;

h) the payment card has not been visibly altered;

i) the card has not been declared invalid by blacklists or other notifications to the Merchant;

j) the Merchant has compared any photo on the card with the person who presented the payment card;

k) the Merchant has not split a transaction amount over several card transactions;

l) the Merchant has only submitted each transaction once for settlement and proves to Unzer on request that each transaction submitted is based on a sales transaction with the cardholder;

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

n) the Merchant has received prior authorisation from the End Customer (cf. Section 675 lit.j BGB);

o) the Merchant has submitted the complete data set (including transaction ID, currency, and date, as well as all data relating to the purchase process, such as the content of the purchase, documents transmitted, first and last name of the cardholder, excluding the card verification number and any password or PIN);

p) the Merchant carries out a cash closeout at the end of each business day.

q) they were made with a payment card that was valid according to the cardholder's details. This means that the transaction date is within the validity period of the card and the payment card has not been declared invalid on a blacklist or on the basis of other notification to the Merchant.

7.2 If the signature of the cardholder is required for card acceptance, the Merchant undertakes to accept the card only if the card

- is physically presented by the cardholder;
- is presented within the expiry date shown on the card;
- is not recognisably a counterfeit;
- has all security features; and
- is signed by the cardholder.

7.3 For transactions with signature confirmation, the Merchant also undertakes to ensure that

- the cardholder personally signs the receipt in his/her presence;
- the signature on the paper receipt or on the screen (in the case of terminals) matches the signature on the back of the card; and
- the last four digits of the card number are identical to the last four digits of the printed number on the receipt.

7.4 In case of doubt, the Merchant must verify the identity of the cardholder by means of an official ID (matching surname and first name) and note on the receipt that the ID and card details have been compared and verified. In the case of terminals, this note must be kept together with a reference to the corresponding transaction ID.

7.5 If a cardholder has forgotten the PIN or if the system does not allow any further PIN entries, the Merchant is not authorised to accept the card in accordance with Section 12.

7.6 The Merchant is obliged to submit the signed receipts and/or proof of performance (e.g. cash closeout) to Unzer upon request.

7.7 In the event of a breach of this Section 7 by the Merchant, the Merchant shall have no claim against Unzer for settlement and payment in accordance with Section 12 of the "One Unzer T&Cs".

8. Authorisation

The Merchant acknowledges and agrees that by authorising the transaction, Unzer merely checks whether a card has been blocked and/or a card limit has been exceeded. The authorisation granted does not imply any liability for the fulfilment or enforceability of the transaction by Unzer.

9. Storage Obligation

The Merchant is required,

- to keep all originals of paper receipts and copies of electronic receipts, all transaction data, documents (including individual transaction data) and the associated order data and documents in a secure location for at least eighteen (18) months from the date of the transaction. The Merchant's statutory storage obligations remain unaffected by this;
- to store electronic data in encrypted form and to protect it against unauthorised access, in particular in compliance with the applicable PCI DSS requirements;
- to submit paper receipts and electronic receipts immediately upon Unzer's request. If the Merchant does not submit a requested receipt within the deadline set by Unzer or other documents relating to a submitted card transaction and the card-issuing institution charges back the transaction for this reason, Unzer is entitled to charge back this transaction to the Merchant.

10. Complaints/Refunds/Credits

10.1 If the cardholder is to be refunded all or part of a transaction after it has been processed, the Merchant must credit the same card that was used for the transaction at the terminal. A credit may only be applied to a debit previously charged to the respective card and may not exceed the amount of this debit.

10.2 When using terminals, the Merchant has the option of requesting a subsequent credit or partial credit of a transaction in writing to Unzer. The Merchant is not permitted to make a refund in any other way (e.g. by cash or bank transfer). When the Merchant issues a credit, Unzer is entitled to demand that the Merchant refund or offset the transaction that has already been settled or refunded, plus any fees

11. Chargebacks/Return Debits in Card-Present Transactions

11.1 In the case of card acceptance in card-present transactions, Unzer is also entitled to a chargeback against the Merchant if the cardholder disputes the transaction and the Merchant is unable to prove that the card was present at the point of sale at the time of the transaction. This applies in particular if

- the Merchant reads the card data via a "non-EMV terminal" (without EMV chip reader) when accepting EMV cards;
- the Merchant does not read the card data from either the EMV chip or the magnetic strip, but enters it manually via the terminal's keypad (in accordance with the fallback procedures in Section 12 "Malfunctions and Fallback Procedures");
- 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 rendered to the cardholder, and submits corresponding evidence, that
 - neither they nor a person authorised by them has issued the instruction to pay by debiting their 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-reloadable prepaid card nor the MoTo sales channel was used);

- 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
- that a service was defective and/or the goods damaged.

11.2 The provisions on chargebacks in accordance with the "Special Terms and Conditions of One Unzer for Distance Selling" remain unaffected by this.

11.3 Unzer shall be entitled to amend or supplement the provisions under this Section 11 ("Chargeback/Reverse Chargeback in Card-Present Transactions") by notifying the Merchant by e-mail with a notice period of four (4) weeks if Unzer deems such amendments necessary due to possible abusive practices or if such amendments become necessary due to requirements of the card organisations or a supervisory authority.

12. Malfunctions and Fallback Procedures

12.1 General

The following malfunctions may occur:

- a) malfunction of the infrastructure or the terminal; and/or
- b) malfunction of the card (card damage).

In exceptional cases and only if authorised in advance by Unzer, the Merchant may use the manual fallback procedures in accordance with this Section 12. The Merchant is aware of the increased risk of chargebacks of the payment pursuant to Section 11 ("Chargeback/Chargeback in Card-Present Transactions") in the case of transactions carried out using the fallback procedure. The Merchant is not under any obligation to accept the cards for payment in the event of a malfunction in accordance with this Section 12.

12.2 When using the fallback procedures, the Merchant must always ask the cardholder for an official ID and check that the data on the ID (surname and first name) matches the data on the card. Once the fallback procedure has been carried out, the Merchant must immediately destroy all manually recorded card data. The card verification number and any data read and saved from the magnetic strips of the cards may not under any circumstances be stored or saved by the Merchant for longer than after the transaction has been authorised.

12.3 There is no fallback procedure for Visa Electron, V PAY, Maestro and UnionPay transactions or for Dynamic Currency Conversion (DCC) transactions. There is also no fallback procedure available in the event of a malfunction at the terminal.

12.4 Alternative procedure in the event of system or terminal malfunctions:

If the system or the Merchant's terminal malfunctions in whole or in part, the Merchant must authorise each transaction by telephone with Unzer until system operation is resumed or until the terminal is functional again. The transaction data and the authorisation number received must be entered manually at the terminal by the Merchant using the "booking authorised by telephone" function once system operation has resumed.

12.5 Alternative procedure in the event of card malfunctions:

If the malfunction is due to damage to the card, the Merchant can enter the card data manually at the terminal. The Merchant must authorise these transactions in advance by calling Unzer. Manual entry by typing in the card data on the terminal is carried out using the "manual card data entry" function. The receipt printed out by the terminal must be personally signed by the cardholder.

13. Liability

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

If the damage incurred is due to a fault in the data network or to misuse of the data network, or to other circumstances for which Unzer is not responsible, Unzer shall only be liable to the extent that third parties commissioned by it, in particular the local exchange carriers and Deutsche Telekom AG or other telecommunications companies, are liable. The liability of these third-party service providers is generally limited to intent and gross negligence and provides for limited liability amounts.

14. Unzer's Right to Issue Instructions

The Merchant is obliged to comply with the technical, organisational, and administrative directives and instructions of Unzer, the terminal and infrastructure suppliers, the acquirers, and the card organisations.

15. Unattended Terminals

If transactions are carried out via unattended terminals, the Merchant must comply with the following requirements:

- a) if applicable, the acceptance signs must be placed at or near the entrance to the business premises and attached to the payment terminal or in the immediate vicinity and placed on an equal footing with all other payment options;
- b) contact details for complaints and objections, such as services or deliveries not received or damaged or defective goods, must be provided at or near the terminal;
- c) each authorisation data record and the clearing data record must comply with the specifications of the card organisations;
- d) at the cardholder's request, the Merchant must provide the cardholder with an invoice document containing the name of the acquirer, the terminal location, the invoice amount, the transaction currency, the purchase date, the abbreviated/encrypted card number, the transaction number, if applicable an electronic storage of the magnetic strip or chip read-in data, in the case of chip transactions the application label and the transaction certificate of the acquirer and, in the case of petrol terminals, the indication of the quantity of fuel sold;
- e) cash withdrawals are not permitted to be made using an unattended terminal;
- f) the Merchant may only waive authentication of the cardholder when using the card at an unattended terminal to pay a transport or parking fee in accordance with the requirements of Delegated Regulation (EU) 2018/389 and the card organisations.

If the Merchant does not fulfil the requirements under this Section 15 or the cardholder disputes the authorisation of the transaction and the card transaction is subsequently charged back to Unzer by the card-issuing institution, Unzer may demand this card transaction from the Merchant.

16. Additional Provisions for Hotel or Car Hire Reservations

If the credit card is accepted for hotel or car hire reservations, the Merchant must also comply with the provisions of the applicable "car hire" and/or "hotel" information sheet. The relevant information sheet forms an integral part of these Special Terms and Conditions.

17. Assignment to Unzer

17.1 The Merchant assigns to Unzer the claim against the respective cardholder arising from the legal transaction on which the transaction is based, as well as any other claims against the respective card-issuing institution of the cardholder in connection with this legal transaction. Unzer hereby accepts this assignment. The assignment shall take effect at the time the respective transaction is submitted to Unzer.

17.2 The Merchant guarantees that the claim assigned to Unzer is free of any legal defects at the time of the conclusion of the contract, in particular that it exists and is uncontested. 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 exclusively: avoidance, offsetting, cancellation, revocation, reduction and exercise of a right of retention, execution of a chargeback).

17.3 In the event of a partial/full reversal of the legal transaction on which the transaction is based, Unzer shall assign the claim in question back to the Merchant to the extent affected. The Merchant accepts the reassignment. The reassignment shall take effect at the time of the partial/full reversal of the underlying legal transaction. The reassignment of claims to the Merchant is subject to the prerequisite/condition that there are no (further) possibilities for the End Customer or third parties to charge back the total claim in question.

18. Exclusivity

The Merchant guarantees that, for the duration of the Merchant Agreement, it will submit all transactions made in its business operations exclusively to Unzer for settlement. If, over a period of six (6) months, the Merchant (i) does not submit any card transactions to Unzer or (ii) only submits a small volume of card transactions to Unzer, Unzer shall be entitled to charge a contractual penalty of €99 per month for the duration of the breach. The volume of card transactions is considered low (within the meaning of the preceding sentence) if the number of card transactions or the turnover from the card transactions submitted to Unzer within the above-mentioned period is more than seventy-five percent (75%) below the figures forecast by the Merchant or if the transaction turnover falls by at least twenty-five percent (25%) compared to the previous year. This does not affect Unzer's right to terminate for good cause in accordance with the One Unzer T&Cs and Section 19, and to claim damages.

19. Cancellation for Good Cause, Withdrawal, Compensation for Non-performance

19.1 Notwithstanding the provisions on termination for good cause in the One Unzer 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 at the POS if

- a) the Merchant submits (i) no card transactions to Unzer over a period of six (6) months or (ii) only submits a low volume of card transactions to Unzer. The volume of card transactions shall be deemed to be low (within the meaning of the preceding sentence) 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 projected by the Merchant;
- b) (i) the amount or number of card transactions charged back to the Merchant in any calendar week or 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 of 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%);
- c) 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;
- d) a card organisation orders the suspension of card acceptance with regard to the Merchant.

19.2 Notwithstanding the provisions on termination for good cause in the One Unzer T&Cs, if transactions are submitted as Merchant Initiated Transactions (MIT), Unzer has the right to terminate the One Unzer Merchant Agreement or

any part thereof without notice for cause if the regulatory assessment regarding the applicability of Strong Customer Authentication to MIT changes.

19.3 The implementation of security measures and/or changes to the infrastructure in accordance with Section 4 ("Requirements and Obligations relating to Terminals") are not deemed to be changes within the meaning of Section 1 ("Contractual Basis and Scope") and therefore do not establish grounds to terminate the contract.