

1. Scope/subject matter of the agreement/purpose of the agreement/interruption of services

1.1 Scope

Verifone Payments GmbH, Karl-Hammerschmidt-Straße 1, 85609 Aschheim, Germany, (hereinafter: „Verifone“) is a payment institution supervised by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht - BaFin), Graurheindorfer Str. 108, 53117 Bonn, Germany. Represented by the following as an acquirer in the international Card Payment Procedures below:

- a) Mastercard Europe SA, Chaussée de Tervuren 198A, 1410 Waterloo, Belgium, (hereinafter “Mastercard”) for the payment brands “Mastercard” and “Maestro”,
- b) Visa Europe Services LLC, registered in Delaware, USA, acting via the branch in London (no. BR007632), 1 Sheldon Square, London W2 6TT, United Kingdom, (for the brands “Visa”, “Visa Electron” and “V PAY”)
- c) Diners Club International Ltd., 2500 Lake Cook Road, Riverwoods, IL 60016, USA, (hereinafter “Diners”) for the payment brands “Diners”, “Diners Club” and “Discover”,
- d) JCB International Co., Ltd., 5-1-22, Minami Aoyama, Minato-Ku, Tokyo, Japan (hereinafter “JCB”) for the payment brand “JCB” and
- e) UnionPay International Ltd., 5F, Building B, No. 6 Dongfang Road, Poly Plaza, Pudong 200120, Shanghai, P.R. China (hereinafter “UPI”) for the payment brands “CUP” and “UnionPay”,

(hereinafter “Card Organisations” for all of these card payment procedures)

Verifone is authorised to conclude a contractual agreement with a payee (hereinafter: “Contractual Party”) regarding the acceptance and processing of card-related payment procedures using corresponding payment instruments (hereinafter “Cards”) of the above payment brands approved for this purpose by the Card Organisations (hereinafter jointly: “Card Types”).

1.2 Subject matter of the agreement

Based on a management agreement as per section 675c para. 1 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), and in accordance with the conditions below, the Contractual Party (hereinafter “CP”) hereby commissions Verifone to process payment transactions that were initiated with one of the agreed Card Types, with the Card being physically presented (hereinafter “Card Present”) to the CP, in an EMV-capable payment terminal or cash register solution (hereinafter “POS System”), at a location that is within the European Economic Area (EEA), Switzerland or the United Kingdom (as defined by section 1 para. 3), which were then submitted to Verifone by the CP, and to settle the payment processes underlying these payment transactions. The CP may select the acceptance of a particular Card Type, or any combination of Card Types. The CP shall exclusively submit to Verifone for settlement all payment transactions that were initiated at its place of business by presenting a Card of an agreed Card Type.

1.3 Purpose of the agreement

The CP shall use the services described in these General Business Conditions only in execution of its commercial, public or independent professional activity. The legal and

actual headquarters of the CP and the actual sites of all POS Terminals must be within the European Economic Area (EEA), Switzerland or the United Kingdom and the provision of the contractual services may not be prohibited in accordance with national law (in particular not subject to any controls on capital movement, which would stand in the way of the provision of services under these general business conditions). If the CP moves the site of the POS Terminal to another country, CP must promptly inform Verifone of this change. The use of these services for other purposes, in particular for consumer purposes, is not permitted.

1.4 Interruption of services

Verifone may suspend the services it has to provide according to these General Business Conditions, or limit them in duration, if

- a) this is reasonably required in order to carry out maintenance or for the purpose of maintaining or restoring the services, or
- b) this is required by law or by an official order, or
- c) the CP has breached important contractual obligations, or
- d) there are reasonable grounds for suspecting money laundering or the financing of terrorism, or
- e) there are security concerns in relation to a specific Payment Transaction, or
- f) there are indications of facts that would entitle Verifone to terminate the agreement without notice, whereby the right to interrupt or restrict the agreement in this case only exists until the suspicion resulting from this has been clarified. Clause 14.5 applies accordingly.

2. CP card acceptance

2.1 Right and obligation of acceptance

The CP may, in accordance with these General Business Conditions, accept all Cards of the agreed Card Types for payment. Should the holder of a Card (hereinafter “Card Holder”) present its Card for payment, the CP shall, in accordance with these General Terms and Conditions, accept the Card presented for payment, provided the acceptance of the respective Card Type was agreed between the CP and Verifone. The above sentence does not apply to Cards that can be electronically or visually identified by the CP as commercial cards issued within the EU.

2.2 Prohibition of discrimination, freedom from charges

The CP shall, for every Card Holder who presents a Card for payment purposes, render the service underlying the payment at prices that are no higher and under no less favourable circumstances than those for other customers. The acceptance of a Card may not be made dependant on a minimum or maximum sale amount.

In consideration of section 270a BGB, the CP shall not agree any fee from its debtors in the processing of card payments unless this has been agreed in writing with Verifone in consideration of the statutory provisions.

The right of the CP to offer the Card Holder a discount for using a certain payment authentication instrument or to give other incentives to use a payment authentication instrument preferred by the merchant remains unaffected by section 2.2. In addition, the right of the CP to prefer a certain Card type over others or to discriminate a certain Card type

against others with regard to Card-related payment authentication instruments remains unaffected by the provisions of section 2.2.

2.3 Inadmissible transactions

The CP may not accept a Card for payment purposes and submit the corresponding payment transaction to Verifone for settlement, if

- a) the Card Holder does not physically present the Card, but has forwarded, or wants to forward, the Card data to the CP in writing (e.g. by fax or postcard), by telephone, e-mail or online,
- b) the claim of the CP against the Card Holder underlying the payment transaction did not take place in the CP's business operation, but in the business operation of third parties, or is not based on a service that the CP rendered in its own name and at its own expenses to the Card Holder,
- c) the claim underlying the payment transaction is based on credit grants or other cash payments, including partial payments or recurring payments,
- d) the Card is to be used to pay for an already existing, overdue claim, or for an uncovered cheque,
- e) the claim underlying the payment transaction is based on a transaction that is illegal or unethical according to applicable law (in particular non-permitted gambling or non-permitted adult entertainment),
- f) the CP must have doubts regarding the entitlement of the Card Holder to use the Card, based on the circumstances surrounding the presentation of the Card. Such doubt must in particular exist if:
 - aa) at the request of the Card Holder, the total amount of a payment transaction (hereinafter “Transaction Amount”) is distributed or is to be distributed across several Cards or
 - bb) the Card Holder, upon presenting the Card, already announces possible problems with the Card being accepted;
- g) the claim of the CP underlying the payment transaction do not belong to the range of the CP's goods, product or services, which were agreed in writing between the CP and Verifone,
- h) there is an advance or down payment underlying the payment transaction, in particular the goods or services underlying the CP's service have not yet been fully rendered at the time the payment transaction was submitted,
- i) the payment transaction is possible in a currency other than the statutory national currency of the country in which the terminal site is located. It must be ensured that only one transaction currency is possible per CP or
- j) the legal headquarters of the CP and the actual place of business or the sites of the POS Terminals are located outside of the European Economic Area (EEA), Switzerland or the United Kingdom, or
- k) the provision of the contractual services is prohibited under national law (in particular not subject to any controls on capital movement, which would stand in the way of the provision of services under these General Business Conditions).

3. Approval of payment transactions (authorisation), clearing

3.1 Requirement of an approval from the card-issuing institute

The CP shall request an approval from the relevant card-issuing institute or its intermediary point (herein-after “Approval Request” or “Authorisation”) for every payment transaction submitted to Verifone in accordance with these General Business Conditions. The approval is obtained automatically via the POS Terminal via Verifone. Should it not be possible to obtain the approval for technical reasons, paying by Card is not generally possible.

3.2 Processing approval requests

The CP must forward Approval Requests to Verifone electronically and securely using a POS Terminal provided or approved by Verifone, and in a way permitted by Verifone. The CP shall inform Verifone of the installation of a POS Terminal at a check-out, and about the terminal ID number of the installed POS Terminal, so that the POS Terminal can be initialised by Verifone and approved for Card processing.

3.3 Daily clearing

Unless agreed otherwise with Verifone, the CP must perform the “clearing” function on each POS Terminal, generally on a daily basis, but at least after each Verifone business day on which transactions have been processed via the respective POS Terminal.

4. Other obligations of the CP

4.1 Suspicion of card abuse

If the CP becomes aware of facts which give reason to believe that a Card presented to it is counterfeited or falsified, or that there is a case of an abuse of a Card or an unauthorised use of a Card, the CP must require the Card Holder to present an official photographic identification, and must reject the Card in the event the Card Holder and the holder of the ID do not match. In these cases, the CP must inform Verifone of this by telephone without delay and, where possible, before returning the Card. Upon Verifone's request, the CP shall try its best to retain the Card.

4.2 Suspicion of data abuse

Should the CP become suspicious, or with certainty determine, that Card data is abused or exposed of data in its business establishment, or if there is a disproportionately high rate of rejected Approval Requests, or if there is theft of Customer Receipts or other media with Card data, Verifone must be informed of this immediately in writing. This also applies if the CP has reason to believe that a POS Terminal it uses was manipulated, or that it was stolen, destroyed, disposed of, or that it is not available to the CP in any other way. Such indications are present in particular if a successful or supposedly unsuccessful attempt to break-in into the CP's premises took place, even if there was no apparent external change to the POS Terminal. If a POS Terminal is disposed of, the CP must ensure and document that all data stored in the POS Terminal has been deleted and that all outer covers have been made unusable. The obligations of the CP as per section 12.3 and 12.4 remain unaffected.

4.3 Measures to prevent abuse

In the event counterfeited or stolen Cards are presented repeatedly, the CP shall, following written communication from Verifone, take measures to prevent further abuse of Cards. For Card sales above an amount specified by Verifone, and following communication from Verifone, the CP must require that a valid official photographic ID be presented and then verify the identity of the customer.

4.4 Customer complaints

Any complaints from customer referring to the basic transaction between the customer and the CP must be settled by the CP with the customer directly.

4.5 Indicating acceptance

The CP must inform consumers about the acceptance or non-acceptance of certain Cards in a clear and unambiguous manner. The CP undertakes to place the acceptance logos provided by Verifone at clearly visible places in the check-up area and at the shop's doors. Any further use of brand rights belonging to the Card Organisation requires prior written approval from Verifone. In the event a Card Type is no longer accepted, the CP must remove every indication of such acceptance.

4.6 Provision of the necessary information (master data)

The CP shall, upon concluding the Agreement and throughout the term of the Agreement, provide all information required to perform the Agreement with Verifone in full, without undue delay and at its own expense. The CP must inform Verifone of all changes to the information it gave to Verifone in writing without undue delay. In addition, the CP must, within four weeks after Verifone making such a request, provide confirmation in writing, by fax, by e-mail or online if provided via an online form, stating whether the information communicated by the CP is still up to date. The aforementioned obligations apply in particular for the following information (hereinafter: “Master Data”):

- a) changes in the legal form, company, the commercial register number and the VAT ID number,
- b) changes in the postal address, e-mail-address and other CP contact data, as well as bank details and the holder of the bank account specified by the CP to process the transactions,
- c) a sale or lease of the company, or any other change of the ownership in, or the discontinuation of, the business,
- d) significant changes in the range of the CP's products,
- e) a submission of an application to open insolvency proceedings, or comparable procedures,
- f) a change of the legal representative or the beneficial owner as per section 3 of the German Anti-Money Laundering Act (Geldwäschegesetz, GwG),
- g) an application for insolvency proceedings from the company and the opening of insolvency proceedings with regard to the CP's assets and attachment measures against the company,
- h) changes in the postal address(es) of the terminal location(s) and of a physical terminal location differing from this, where applicable, in particular if the change is in another sovereign state (also within the EU) or the relevant value-added tax or customs area changes,
- i) a change of the authorised persons at the CP who may deal with Verifone.

Upon receipt of a notice concerning the change of ownership, Verifone may pay the transactions submitted via payment Cards from this point in time onwards to the CP only once the change in ownership has been fully verified. Verifone is also entitled to verify the information communicated by the CP if Verifone is legally obliged to do so, or a change in the legal representatives of the CP or the beneficial owner has taken place, or the last verification was at least five years ago. The CP must provide Verifone with all information required for the verification, and with all documents required for the verification.

Should the aforementioned obligations not be met or in the event of false information, Verifone can suspend the payment of money due to an increased risk of money laundering until the facts have been clearly settled.

4.7 Managing the POS terminals

The CP shall, at all times, maintain a current list of the POS Terminals it uses, and shall send this list to Verifone upon request and without undue delay. The list must show the POS Terminal serial numbers and postal addresses of the installation sites. The CP must ensure that the proper state of the POS Terminals it uses is verified in a regular manner.

4.8 Duty of disclosure

The CP must report to Verifone any disruptions, defects and damages with regard to the services to be rendered by Verifone, and the assertion of rights by third parties, without undue delay, at the latest within 24 hours of their being detected.

4.9 Scrutiny obligation/term of exclusion

The CP is obliged to scrutinise promptly the settlements, evaluations and transactions processed via the terminals which are compiled by Verifone, as well as any resulting credit entries to CP accounts and to assert any objections promptly, no later than within five business days of the CP receiving the respective settlement and evaluation, or entry of the credit. The CP's claims to the submission of debit files and the issuing of received payment sums must be asserted in writing to Verifone within a term of exclusion of three months of the transaction data being submitted to Verifone. Any later assertion is hereby ruled out.

4.10 Notification of cases of suspected manipulation, in particular in the event of break-ins, and terminal theft, destruction and disposal

If the CP has reason to believe that any manipulation has been carried out on the POS Terminals it uses, they are stolen, destroyed, disposed of or made unavailable to the CP in any other way, it must notify Verifone of this promptly. Such indications exist in particular when there have been completed or supposedly unsuccessful break-ins on the CP's business premises, even if no externally visible interference with the POS Terminal has been carried out. Verifone has the right to demand from the CP at the latter's expense the prompt submission or handover of the terminal for inspection purposes to Verifone or a police station. Verifone shall provide a replacement terminal and may freeze the terminal in question until the matter has been clarified. The CP is obliged to examine the integrity of the POS Terminals regularly, in particular the security seal placed upon it, checking for traces of manipulation where necessary.

If a POS Terminal is disposed of, the CP must ensure and document that it has properly deleted all of the files and the Verifone software on the POS Terminal and that all outer covers have been rendered unusable. Verifone may request the documentation.

5. Processing of payment transactions

5.1 Reading card data

The Card Holder must physically submit the Card for the payment purpose desired and either give it to the CP, insert it into the POS Terminal or hold it up against the POS Terminal. Upon the presentation of the Card, the CP must read the Card data using a POS Terminal permitted and activated for this purpose by Verifone. If the Card contains a chip, the Card data must be read from this chip. If the Card does not contain a chip, the Card data must be read from the magnetic strip on the Card. If the Card presented to the CP can be read contactlessly and for this purpose is marked with the corresponding “contactless” symbol by the Card Organisation (hereinafter “Tap And Go Procedure”), data can also be read contactlessly. A manual processing of payment transactions without the use of a POS Terminal is not permitted. Upon request, the CP must hand the Card Holder the copy of the receipt created by the POS Terminal (hereinafter “Customer Receipt”).

5.2 Authorisation and authentication of payment transactions by the customer

The authorisation of payment transactions initiated with a Card by the Card Holder and the authentication of the rightful Card Holder is carried out either by entering a PIN into the POS Terminal, or by signing a receipt printed by the POS Terminal or by signing on a signature pad approved for this purpose by Verifone. If authentication is carried out with a signature, the CP must compare the signature with the signature provided in the corresponding box on the Card. If a Tap And Go Procedure is used, the CP may waive the requirement that a PIN is entered and a Card Holder signature is obtained, unless the POS Terminal requires that a PIN number is entered or a Card Holder signature is obtained.

5.3 Submission of a transaction

The CP must forward the transaction data recorded in the POS Terminal to Verifone no later than one business day after the transaction date, by using the POS Terminal used for obtaining the relevant Approval Requests. The CP is responsible for ensuring the transaction data is sent to Verifone in full and within the deadline. This generally takes place via the terminal function “clearing” (see also section 3.3.).

5.4 Storing of receipts and evidence of fulfilment

The CP shall store all receipts and evidence of fulfilment (e.g. delivery slips and all receipts) for a period of 18 months, calculated from the date on which the respective receipt was issued, and shall provide a copy to Verifone upon request without undue delay. Should the CP fail to provide Verifone with a copy of a requested receipt of a settled Card sale within the specified deadline, and if the transaction is, for this reason, charged back to Verifone by the Card-Issuing bank, Verifone is entitled to, irrespective of other chargeback rights, charge this transaction amount back to the CP.

5.5 Processing refunds (credit note transactions)

The CP may only issue refunds of payment amounts from cancelled transactions via POS Terminal by electronically instructing Verifone to grant a credit note to the payment account assigned to the Card Holder’s Card. The CP may only initiate a credit note if it previously submitted the corresponding payment transaction to Verifone for settlement and the payment transaction is the basis for one of the services rendered by the CP. Should a corresponding instruction be issued, Verifone shall pay the credit note amount to the Card Issuer in question. For the processing of such an instruction, a period of one business day is agreed, from the time Verifone receives this instruction.

5.6 Obligation on the part of the CP to provide information in the event of exchange or material defects

If a Card Holder has asserted rights arising from the underlying transaction (e.g. for a material defect) and has therefore caused a chargeback, without this being appropriately indicated in the chargeback entry, Verifone must be notified by the CP without delay.

If the CP repeatedly fails to comply with this obligation, Verifone may (free of charge) check the CP’s business processes relevant to compliance with this obligation using suitable measures.

5.7 Storage of merchant receipts

The CP must securely store the merchant receipts it obtains for a minimum period of 18 months of obtaining them, protect them from unauthorised third-party access and submit them to Verifone in a way which is secured against unauthorised third-party access in the event that Verifone requests the receipts.

5.8 Reports to the card organisations, penal measures of the card organisations

The provisions of the Card Organisations provide for certain measures to be taken for chargebacks when certain thresholds are reached. The provisions of this Clause 5.8 reflect the current status at the time of conclusion of the agreement. Should the Card Organisations specify other binding measures or threshold values, Verifone shall amend Clause 5.8 accordingly.

If the CP’s share of chargebacks regarding card transactions with Mastercard cards reaches at least one and a half percent (1.5%) of the number of transactions in the previous calendar month (only debits, no credits) and at least one hundred (100) chargebacks over a period of two (2) consecutive calendar months, Verifone shall be entitled to report the share of chargebacks to Mastercard by means of an Excessive Chargeback Merchant Report (“ECM Report”).

If the share of chargebacks regarding international card transactions with Visa cards by the CP exceeds zero point nine percent (0.9%) of the number of such transactions (only debits, no credits) and the number of one hundred (100) chargebacks over a period of one (1) calendar month, and Visa notifies Verifone accordingly, Verifone shall inform the CP accordingly. If the share of credits with regard to card transactions using Visa cards for the payment of gambling by the CP over a period of one (1) calendar month exceeds five per cent (5%) of the number of transactions in the corresponding calendar month (only debits, no credits) and

reaches at least the number of twenty-five (25) credits, Verifone may report the CP to Visa on a monthly basis.

When calculating the proportion of chargebacks, Verifone may also take into account those transactions or sales for which the CP credits the Cardholder before a chargeback occurs in order to avoid a chargeback and thus not to exceed the limits specified above in this Clause 5.8 (circumvention). Verifone may always assume circumvention if credit is issued after Verifone has received a request from the card issuer regarding a transaction and has forwarded it to the CP for clarification.

If a chargeback is admissible, the CP shall contact the Cardholder directly to assert the CP's claim for payment and to clarify any objections and defences.

Verifone may notify the CP by means of a written complaint if

a) for a given calendar month, the CP simultaneously meets or exceeds all four (4) of the following criteria regarding transactions using Mastercard cards: the total number of settled e-commerce transactions is at least one thousand (1000); the total volume of fraud-related chargebacks (chargebacks reported using reason code 4837) reaches or exceeds fifty thousand US dollars (USD 50,000) or the corresponding equivalent in other currencies; the proportion of fraud chargebacks reported during the given calendar month reaches or exceeds zero point five per cent (0.5%) of the number of card transactions in the preceding calendar month; the proportion of 3DS-enabled card-not-present transactions from the given calendar month does not exceed fifty per cent (50%) of the total number of transactions in the same month.

b) the proportion between the volume of Visa card transactions reported as fraudulent by card issuers (fraud amount) over a period of one (1) calendar month equals or exceeds zero point nine per cent (0.9%) of the total volume of card transactions in the corresponding calendar month and a cumulative fraud amount of at least seventy-five thousand US dollars (USD 75,000) or the corresponding equivalent in other currencies;

The CP undertakes to take immediate countermeasures if the volume of chargebacks, credit notes and/or fraud approaches the limits specified in this Clause 5.8 under letters a) to c), at the latest upon receipt of the complaint. If the CP reaches or exceeds the limits for chargebacks, credits and/or fraudulent transactions set out in this Clause 5.8, the Card Organisations may, among others, demand punitive measures. In addition to possible fines paid by Verifone to the Card Organisations, which shall be reimbursed by the CP pursuant to Clause 8.5, this may also include fraud prevention or fraud avoidance measures or the implementation of monitoring measures. Verifone shall inform the CP of such measures required by the Card Organisations. The CP undertakes to implement the (punitive) measures of the Card Organisations without undue delay and at the latest by the expiry of the deadline set by the Card Organisations. The CP shall cooperate with Verifone and the Card Organisations in implementing the measures and, in particular, notify Verifone immediately of the completion of the respective measures.

5.9 Currency conversions

Currency conversions are made when

- a) the CP and Verifone have agreed that the CP may also submit transactions in certain currencies other than the settlement currency Euros and the CP submits such a transaction in such a currency (transaction currency) to Verifone. In this case, a conversion is made from the transaction currency to the settlement currency Euros; or
- b) the Parties agree that the settlement currency Euros is not the payment currency. In this case, a conversion from the settlement currency to the respective payment currency takes place.

The above shall apply mutatis mutandis to the recalculation of transactions in the event of debits to the CP with credit notes and in the event of chargebacks. In this case, the currency conversions are performed in reverse order.

Currency conversions are carried out at a fixed settlement rate, whereby surcharges or discounts may be incurred. These shall be agreed separately with the CP.

Without an agreement on currency conversion, only transactions in Euros may be submitted.

6. Credit note and payment of transaction amounts, settlement, consequences of default and offsetting

6.1 Credit note of transaction amounts

Verifone shall make the transaction amounts for all payment transactions submitted by the CP to Verifone available to the CP after the corresponding transaction amounts were previously received in full in the Verifone account. The point of time for the payment of the CP's claims according to sentence 1 is determined in accordance with section 6.2. All credit notes and payments by Verifone to the CP are, in accordance with section 9, subject to the condition there are not chargebacks.

The payout will be carried out with the exceptions under section 6.3 to the extent of the full transaction sums of the respective clearing period (“gross settlement”).

6.2 Payment of transaction amounts, (settlement), exclusion period

Verifone shall transfer the transaction amounts that are to be transferred to the CP to the bank account of a CRR credit institute specified by the CP in the transaction currency of the terminate locations. The account-holding branch of the bank in which this bank account is managed must be located within the European Economic Area, Switzerland or the United Kingdom. If the CP is not the sole account holder of the bank account, the CP must outline to Verifone in writing that all statutory obligations, in particular arising from the GwG, have been complied with. Verifone shall order the transfer in such a way that the money is received by the CP on the business day which follows the final Business Day of the payout interval. If the payout is not in EUR, the deadline is four days. Claims of the CP to issue the received transaction amounts must be asserted in writing to Verifone within a cut-off period of three months after the relevant payment transaction was submitted to Verifone. Future assertions are excluded.

6.3 Deduction of fees and expenses

Verifone may deduct the agreed fees and the expenses to be reimbursed by the CP from the transaction amounts,

even before they are made available to the CP. To the extent such a deduction does not take place, the CP must pay the fees and expenses to Verifone upon request.

6.4 Accounting/approval of invoices

Verifone shall issue the CP invoices, on paper or electronically (e.g. as a PDF or Excel file), on a monthly basis, of the transaction amounts submitted, the fees to be paid by the CP to Verifone, the expenses to be reimbursed by the CP to Verifone, and the resulting required information in accordance with Art. 12 para 1. sub-para. 1 of the EU Regulation 2015/751 of 29 April 2015 on interbanking fees for card-based payment transactions. Transaction amounts that are charged back are shown in a separate invoice. The CP must examine all invoices it receives within six weeks and raise any objections without undue delay. They must be sent within the six week period in order to comply with this deadline. If no objections are received in good time, the invoices shall be deemed approved. Verifone shall make specific reference to this consequence when issuing the invoice.

6.5 Consequences of default

After an occurrence of default, Verifone may charge a flat rate charge of EUR 5.00 plus any external costs due for every forthcoming written reminder. The CP retains the right to provide evidence that costs and damage actually occurred for Verifone are lower. In addition, in event of the CP's default, Verifone is entitled to suspend its services in accordance with the statutory law. Verifone's right to extraordinary termination remains unaffected thereby.

6.6 Exclusion of offsetting

The CP can only offset against Verifone receivables if its receivables are undisputed or have been legally established.

7. Trusteeship agreement

Verifone will, as a trustee, deposit the transaction amounts received in an Verifone account in one or more trust accounts or deposits at one or more CRR credit institutes for the CP as a Trustor. These trust accounts or deposits are managed in the name of Verifone as an open trust collective account or deposit pursuant to section 17 para 1. clause 2 No. 1 (b) ZAG. Verifone shall ensure, through accounting technology, that the amounts received according to sentence 1 can be allocated at any time to the CP and are never mixed with amounts from other natural or legal persons but the payment service user for whom they are held. Verifone is permitted to withdraw amounts from the trust accounts or deposits in the amount of the claims existing for the benefit of Verifone against the CP. Verifone must inform the CP upon request with which bank institute and in which trust account or deposit the transactions amounts received according to sentence 1 are deposited and if the bank institute in which the transactions amounts received according to sentence 1 are deposited belongs to a deposit guarantee scheme for securing the claims of depositors and investors, and to which extent these amounts are ensured by this scheme.

8. Fees, settlement, expense reimbursement

8.1 Fees, settlement

Verifone shall receive, for the services it renders, the agreed fees from the CP. In deviation from section 675f para. 45

clause 2 BGB, the levying of fees to fulfil additional obligations in accordance with section 675c to 676c BGB is permitted. For services not listed in the Agreement that are carried out on behalf of, or in the presumed interest of, the CP and which can only be expected to be performed against payment, Verifone can set the amount of the applicable fee at its own reasonable discretion (section 315 BGB). The fees are agreed and shown separately according to Card type. Unless otherwise agreed, all fees are net plus VAT.

Settlement by Verifone (“billing”) is on a monthly basis in the agreed transaction currency of the terminal locations at the end of the settlement month.

8.2 Payment conditions

All service fees will be billed pro rata temporis from the day on which the system can be provided in working order and will become payable on a monthly basis on the first business day of each month for the preceding month, unless agreed otherwise.

If the CP does not authorise Verifone to collect the fees via direct debit or desires additional invoicing, Verifone may charge separate fees for this at its own discretion (section 315 BGB).

8.3 Payment default/possibility of offsetting

Verifone will charge a lump sum of EUR 5.00 for each written warning issued after the occurrence of default plus any extraneous costs also incurred. The CP is entitled to provide evidence that the costs and damages actually incurred by Verifone are lower.

If the CP defaults on payment, Verifone will be entitled to suspend its services. The right to extraordinary termination shall not be affected by this.

Verifone is entitled to offset the CP's payable receivables and liabilities from Verifone against one another. Verifone is furthermore entitled to deduct from the sum to be submitted to it in accordance with 6.1 the fees owed to it before issuing the credit. The CP may only offset against Verifone receivables if its receivable is undisputed or established as final and absolute.

8.4 Value added tax

Verifone can opt for sales tax regardless of whether the CP can deduct the amount of the VAT paid as input tax. If the CP operates its business in another EU member state and not in Germany, the fee to be paid by the CP is, in deviation from section 8.1 sentences 1 and 2, to be understood without VAT (the “reverse-charge” VAT procedure). The CP undertakes to treat the relevant services as subject to VAT in the reverse-charge procedure if this is legally optionally permitted or required. The invoices to be issued by Verifone contain the information required according to the applicable VAT law. The CP undertakes to provide the information required for this purpose without delay.

If the CP operates its business in another EEA member state outside of the EU (currently Iceland, Liechtenstein, Norway), Switzerland or the United Kingdom, the CP must coordinate the fiscal treatment with Verifone in writing.

8.5 Reimbursement of expenses

The CP must reimburse Verifone all expenses that Verifone uses to execute the Agreement provided Verifone deemed

them to be necessary according to the facts. Expenses within this meaning are, in particular, penalties or fees charged by the Card Organisations to Verifone, provided these penalties or fees are related to the performance of the Agreement. The CP was instructed that these penalties and fees can be set at a substantial amount. Verifone shall inform the CP upon request of the respective applicable, important Card Organisation penalties and fees.

Verifone does not have a claim for the reimbursement of expenses if an expense can be attributed to culpable behaviour by Verifone. Section 254 BGB applies in this case accordingly.

Verifone is entitled to request from the CP an advance for expenses required to perform this Agreement. Instead of such an advance, Verifone can also request that bank securities in the relevant amount are provided.

9. Chargeback right

9.1 Credit notes and payments subject to reservation

All payments by Verifone to the CP and all credit notes granted to the CP are subject to the reservation of repayment.

9.2 Chargeback of transaction amounts

Verifone shall chargeback the transaction amounts made available to the CP if the requirements in accordance with section 6.1 were not met or if transaction amounts that were received in Verifone’s account and that were made available to the CP are charged to Verifone again (e.g. due to a claim for reimbursement by the Card Holder in accordance with section 675x BGB). If a chargeback takes place, Verifone shall invoice the CP the transaction amount already paid to the CP. Verifone’s chargeback rights against the CP are neither limited by granting consent nor by section 675p para. 2 BGB.

9.3 Exclusion of the chargeback right

The chargeback right in accordance with section 9.2 is excluded when all of the following requirements (and not just some single requirements) are met (condition precedent pursuant to section 158 para. 1 BGB):

- a) The Card was physically presented to the CP.
- b) The submission of the payment transaction was permitted in accordance with section 2.3.
- c) An approval was granted for the corresponding payment transaction in accordance with section 3.
- d) An identity verification to be made in accordance with section 4.1 was carried out with a positive result.
- e) The transaction was properly settled in accordance with section 5.1 to 5.3.
- f) The Card was valid upon presentation; this is the case when the authorisation date of the payment transaction is within the Card’s validity period.
- g) The CP has compared the photo on the Card with the person who presented the Card and considered it to be a match.
- h) It was not apparent that the Card presented to the CP was modified or made illegible.
- i) The CP created two copies of the receipt (a merchant receipt and a customer receipt) using a POS Terminal.

- j) If the authorisation of the payment transaction took place using the Card Holder’s signature, the Card Holder signed the receipt on the reverse in the presence of the CP, the CP compared the signature on the receipt with the signature on the back of the Card and did not determine any deviation in the signatures.
- k) In the event of an abuse of a Card, the above would also then have been made possible if the procedures in accordance with section 12.3 had been applied; the burden of proof that this is not the case is borne by Verifone. An abuse is considered if the Card was not used by the Card Holder or with his or her approval, or if the Card was falsified or counterfeited.
- l) The Card Holder does not demand a cancellation of the charge of the transaction amount with the written justification,
 - aa) that the service was not at all rendered, was not rendered at the agreed delivery address or was not rendered at the agreed time because the CP did not wish to or could not render the service; or
 - bb) that the service did not correspond with the description on the receipt or another document presented at the time of purchase and the Card Holder returned the goods to the CP or terminated the service; or
 - cc) that a service took place in a defective or damaged manner,
 unless, in the event of aa) to cc), the CP proves the service was properly rendered by presenting documents should Verifone issue an appropriate request within 15 days.
- m) The CP provided Verifone with the documents specified in section 5.4, in a proper manner and in good time, following a request of Verifone that was made within the period specified in section 5.4.
- n) The Card data was recorded using an EMV-capable POS Terminal approved by Verifone.
- o) The CP duly met the information obligations incumbent upon in accordance with section 4.6.
- p) The CP correctly specified its company name under which it offers its goods or services on the reverse of the receipt.
- q) The CP submitted the Card sale only once to Verifone for settlement.
- r) The amount and currency of the payment transaction match the basic transaction that underlies the payment transaction.
- s) It cannot clearly or conclusively be proven that the basic transaction underlying the payment transaction is void or cancelled due to an appeal, termination or revocation by the customer.

10. Collaterals

10.1 Verifone’s right to request the provision of collaterals

Verifone can require that standard bank collaterals are provided for all claims from the Agreement, even if the claims are only conditional.

10.2 Changes in risk

If Verifone has, with respect to claims against the CP, refrained from requiring the provision of or the reinforcing of collaterals, in whole or in part, it may require such collaterals

at a later date. A prerequisite for this however is, that circumstances occur or become known that justify the assessment that there is an increased risk attached to the claims against the CP. This can in particular be the case if

- a) the CP's economic situation has changed adversely, or is threatening to change adversely, or
- b) the existing provided collaterals have decreased in value or are threatening to decrease in value.

Verifone has no right to require the provision of a collateral if it was expressly agreed that the CP does not have to provide any collaterals, or only has to provide specifically named collaterals.

10.3 Deadline for providing or increasing collaterals

Verifone will grant a reasonable deadline for providing or reinforcing the collaterals. In the event Verifone intends to make use of its right to terminate without notice in accordance with section 14.3 i) if the CP fails to meet its obligation to provide or reinforce collaterals within the deadline, it shall inform the CP of this in advance.

10.4 Right of lien

The CP provides, in order to secure all present, future and conditional claims of Verifone against the CP from the POS Service Agreement, a lien for the benefit of Verifone on all claims of the CP against Verifone for the payment of amounts from the Agreement. In order to secure all present and future Verifone claims from the Agreement, in particular from charged back transaction amounts, Verifone is entitled to pay the CP only after the expiry of the chargeback deadlines specified by the Card Organisations.

10.5 Security retention (rolling reserve)

In addition, upon conclusion of the agreement and/or in the event of a change in the risk associated with the CP's business (Clause 10.2) as determined by Verifone in Verifone's reasonable discretion, Verifone shall be entitled to retain a percentage of the total volume of card transactions. The total volume is calculated as the sum of card sales, less any chargebacks, refunds and/or reversals, in the six (6) months preceding the current accounting month as diligently assessed by Verifone. The retention shall last for the time period as agreed with the CP, but for a maximum of six (6) months after the end of the accounting month ("**Retention Period**"). Verifone regularly reviews the amount of the percentage security retention as well as any other special retentions (see below) ("**Total Security Retention**") in connection with the payments to the CP and assesses the risk. If the total security retention exceeds the security requirement determined by Verifone in accordance with the following provisions by more than ten per cent (10%), Verifone shall pay the excess amount to the CP. The need for security is estimated by Verifone on the basis of previous chargeback rates and their expected future development as well as already imposed or potentially expected fines from the Card Organisations (see Clause 8.5). If the need for security exceeds the Total Security Retention, Verifone has the right, at its reasonable discretion, to offset the increased need for security by a special retention on one of the following settlement dates, to change the amount of the percentage security retention for the future or to extend the Retention Period appropriately. The need for security is deemed to be increased in particular if

- a) the number of chargebacks has increased by more than twenty per cent (20%) compared to the previous month or has reached or is above the thresholds as defined in Clause 5.8 above; or
- b) the CP's sales decrease by more than twenty per cent (20%) for a period of two (2) calendar months (taking into account the average of the preceding 12 months and seasonal business); or
- c) the agreement or parts thereof, if possible, have been terminated by the CP.

At the end of the Retention Period, the retained amount shall be paid out to the CP, unless otherwise specified below.

Verifone has the right to satisfy due claims against the CP by offsetting them against the retained securities if and to the extent that it is not possible to satisfy them by offsetting them against the CP's payment claims.

After termination of the services regulated herein, the securities retained in connection with these services to secure reclaims from chargebacks remain with Verifone for a further nine (9) months in derogation from item 3. At the end of this period, the remaining balance shall be transferred to the account designated to Verifone by the CP and a statement of account shall be issued. If it must be assumed that this will lead to the imposition of fines to be borne by Verifone due to demonstrable breaches of contract by the CP, Verifone may withhold the remaining balance for up to twelve (12) months after termination of the services concerned.

The CP's claims for surrender of retained securities must be asserted against Verifone in writing within a preclusive period of six (6) months after occurrence of the circumstances justifying the right of surrender. Later claims are excluded. This shall not apply to claims for whose surrender the parties have entered into negotiations before the expiry of the deadline.

Instead of percentage-based amounts, Verifone may also set individual fixed amounts.

11. Regulations of the card organisation

The CP shall implement and comply with changes to the procedural regulations of the Card Organisations for accepting and submitting payment transactions after communication from Verifone within the deadlines specified by the Card Organisations. Verifone shall advise the CP on this matter. Should such new regulations be economically unreasonable from the CP's perspective, the contractual parties shall clarify the need for implementation within four weeks of the CP stating they are unreasonable. Should the contractual parties not reach an agreement regarding the implementation of the Card Organisation's regulations within three months, both contractual parties are entitled to terminate the Agreement with a period of four weeks to the end of the month.

12. Confidentiality, data protection, PCI regulations and data security

12.1 Confidentiality

The contractual parties shall keep all confidential information and data which they became aware of during their contractual relationships confidential and shall not to make them accessible to third parties outside of the respective business group if this is not required to perform the Agreement or to comply with the legal obligations or contractual obligations towards the credit sector or credit card sector. Verifone warrants that both the access to the files it stores

temporarily, and its data processing facility, are secured in a number of ways.

12.2 Data protection

If personal data of the CP is transferred to Verifone, Verifone shall process, collect and use it in accordance with the statutory provisions and in accordance with the Card Organisation's regulations. Verifone shall strictly comply with the statutory data protection laws. Verifone shall transfer the data underlying the payment transactions submitted to it to approve and process the relevant payment transaction internationally to the Card Organisations or the third parties they commission. The CP can at any time contact the addresses specified online at www.verifone.com/de/de/service with respect to any questions regarding compliance with data protection.

With respect to personal data transferred by the CP to Verifone, Verifone is the controller as defined by Art. 4 (7) of Regulation (EU) 2016/679 (General Data Protection Regulation) - Unless otherwise agreed upon -, and will submit this data in order to comply with the contractual obligations to the Card Organisation's processors authorised for this purpose in accordance with the EU Interchange Fee Regulation EU 2015/751, each one a controller in their own right. Unless specified otherwise by Verifone, the respective Card Organisation is also the respective Card processor of the Card Organisation and acts as an intermediate body. The CP's own responsibility under data protection law (in accordance with respective legal requirements) for the personal data it processes remains unaffected hereby.

In accordance with its own legal assessment, the CP will in particular implement own data protection notices (information obligations) in accordance with the legal requirements and the recommendations of the supervisory authority being responsible for the CP and will also take into account the text recommendation provided by Verifone and the procedure proposed by Verifone.

In addition, reference is made to Verifone's data protection notices for CP's and for cardholders in accordance with Art. 13 and 14 GDPR. These are available on Verifone's website www.verifone.com/de/de/service.

12.3 PCI regulations

The CP commits, upon Verifone's request, to register with Verifone in compliance with the regulations of the programmes existing at the Card Organisations to protect against attacks on Card data and Card data being compromised, Mastercard Site Data Protection (SDP) and Visa Account Information Security (AIS), and in accordance with the worldwide Payment Card Industry Data Security Standard (PCI DSS, <https://www.pcisecuritystandards.org>) (hereinafter jointly the “PCI Regulations”), via a corresponding form-based self-assessment questionnaire (SAQ) depending on the type and scope of the transactions with terminal payments and, should a certain number of transactions be exceeded, at the request of Verifone to become certified by an authorised PCI auditor in accordance with the Card Organisation's regulations. In the case of certification, the CP shall send Verifone a copy thereof once per year.

The Card data read from the chip or magnetic strip on the Card may not be stored in the CP's own IT systems. In connection with the processing of payment transactions initiated by Card by Verifone, the CP may only use the services of third parties if they comply with the Card Organisation regulations, in particular the PCI Regulations (in particular by only using third-party software that was tested according to the Payment Application Data Security Standard (PA DSS) requirements), and if they have committed to such compliance in writing. The CP shall indemnify Verifone from any of the contractual fees and penalties imposed by the Card Organisations, if these are imposed on Verifone due to non-compliance with the PCI standards or due to CP's failure to obtain a PCI certification, if and to the extent there is contributory fault on Verifone's side. In this case, section 254 BGB applies.

12.4 Data security

The CP shall secure the data about the Card Holder that it collected and stored against access from unauthorised third parties, including access through terminal manipulations, and shall only use it for the purposes of fulfilling the Agreement. The CP shall regularly test its Card-relevant IT systems and terminals for integrity and possible manipulations, shall inform Verifone without undue delay about any unauthorised attempt to access its Card-relevant IT systems, or if there is reason to believe that a terminal was manipulated or that Card data is being compromised, and, in consultation with Verifone, shall take the required measures. In the event a Card Organisation reports that there is reason to believe that Card data was compromised, the CP must inform Verifone about this without undue delay, and shall commission a testing company approved by the Card Organisations with the preparation of a PCI investigation report. In this process, it is investigated whether the PCI regulations were complied with by the CP, and if Card data in the CP's IT systems or in the IT systems of its subcontractors have been intercepted by third parties. After the investigation report has been prepared, the CP must remedy any possible security defects established thereby. The costs of the inspection must be borne by the CP. If Verifone does not deem the measures to be sufficient, Verifone is entitled to extraordinarily terminate the Agreement with a period of four weeks to the end of the month.

13. Liability

13.1 Limitation of Verifone's liability

Verifone shall be fully liable towards the CP in cases of intent and gross negligence. In cases of other negligent behaviour, Verifone shall exclusively be liable for

- a) injury or damage to health,
- b) damage which cannot be limited due to mandatory legal provisions, and
- c) damage that result from the violation of important obligations that engender the achievement of the objective of Agreement, the fulfilment of which is material to the proper performance of the Agreement and on which the CP can regularly rely on (cardinal obligations).

If the cardinal obligations were breached through slight negligence, Verifone shall be liable up to a maximum amount of EUR 5.000,00 per damage event. This limitation also applies in the event of an intentional or grossly negligent

breach of any obligations through vicarious agents, which are not legal representatives or executive employees of Verifone. In any case, liability is limited to those direct damages that are foreseeable and typical in those cases and cannot be controlled by the other party. Liability for loss of profit is excluded.

13.2 Accidental events and force majeure

Verifone is not liable for damages resulting from interruptions or restrictions that occur due to necessary maintenance, due to force majeure, riots, events of war or natural events, direct terrorist dealings or due to other events for which it is not responsible (e.g. strikes, lockouts, traffic disruptions, orders from higher authorities, either domestic or foreign, breakdown and the disruption of electricity or telecommunication networks).

13.3 Liability in the event of an incomplete, incorrect or delayed processing of a payment transaction

In the event of an incomplete or incorrect processing of a payment transaction, the liability shall be determined in accordance with section 13.1. Section 675y is waived in this respect. There shall be no liability without fault. In deviation from sentence 1, Verifone's liability towards the CP for damage occurred due to the incomplete, incorrect or delayed processing of a payment transaction which is not covered by section 675y BGB, shall be limited to EUR 12.500,00. This does not apply to cases of intent or gross negligence or for risks that were specially assumed by Verifone.

13.4 CP's liability

The CP is liable towards Verifone for damages that arise due to the culpable compromising of Card data or due to culpable breaches of the Agreement by the CP; a penalty imposed by the Card Organisations in connection with a breach of contract is also considered as a damage. Otherwise, the CP is liable in accordance with the statutory laws.

13.5 Lawful conduct

The CP is obliged to observe the applicable law in its business activities. This also applies for provisions regarding export control and the fight against corruption, in particular. In all cases, this obligation comprises the prohibition of unlawful payments and granting other unlawful benefits to officials, business partners, their employees, family members or other partners, and the prohibition of facilitation payments to officials or other persons.

The parties to the contract shall support one another in measures to prevent corruption and export control violations and, in particular, inform one another promptly if they have knowledge or a specific suspicion in specific connection with this contract or its fulfilment.

If Verifone should ascertain that the CP is violating export control provisions or anti-corruption provisions, Verifone is entitled to extraordinary termination of the contract. The CP is obliged to indemnify Verifone from all damages which may arise for Verifone as a result of such provisions being violated by the CP.

14. Term, termination and suspension

14.1 Term

The Agreement commences upon Verifone's acceptance of the CP's application to conclude an Agreement. Declaration of acceptance of CP's application is either submitted in text form (*Textform*) to the provided e-mail address of the CP or by the first time the POS Terminal indicates the successful execution of a payment (meaning that the POS Terminal indicates a successful transaction) after activation of the POS Terminal by Verifone. The term of the Agreement is agreed between the contractual parties. It can first be terminated to the end of the agreed term, observing a notice period of three months. If the Agreement is not terminated by then, the contractual term shall become indefinite, and the Agreement can be terminated by either of the contractual parties to the end of a month, giving notice three months in advance. The termination notice must be given in writing. The CP's right to terminate at any time as per section 675h para.1 BGB is excluded. Termination can be restricted to individual Card Types (hereinafter "Partial Termination").

14.2 Termination in the case of a missing transaction submission

Notwithstanding section 14.1, the Agreement can be terminated early by Verifone with a period of one month if the CP does not submit a transaction for any consecutive period of six months.

14.3 Termination for good cause

The right to terminate the Agreement for good cause and without notice period remains unaffected. A good cause for termination without notice is in particular present if

- a) a significant deterioration of the CP's assets situation occurs or threatens to occur,
- b) the CP is in default with payment of receivables due to Verifone, despite the setting of a deadline combined with the threat of termination,
- c) the CP repeatedly submits payment transactions via this Agreement even though it was not entitled to do so in accordance with section 2.3,
- d) the CP gave false information upon concluding the Agreement, in particular regarding its business operation or the offered goods and service segment, or culpably does not meet its information obligations in accordance with section 4.6 at a later date,
- e) the amount or number of the payment transactions charged back to the CP in one calendar week or one calendar month exceeded one percent (1%) of the total amount or total number of payment transactions submitted by the CP in the period concerned,
- f) a Card Organisation demands from Verifone for good cause to end the Card acceptance,
- g) a person or company that did not exercise any controlling influence on the CP upon conclusion of the Agreement obtains such controlling influence during the term of the Agreement and, as a result, it becomes an unreasonable burden for Verifone to continue with the Agreement,
- h) penalties are imposed on Verifone by a Card Organisation or such an imposition is threatened, and such imposition or threat of imposition is due to culpable behaviour of the CP,

- i) the CP does not meet its obligation to provide or reinforce collaterals in accordance with section 10 within the reasonable period set by Verifone,
- j) the CP submits payment transactions to Verifone via POS Terminals that are not approved by Verifone for this purpose,
- k) the CP repeatedly breaches the provisions of the Agreement in any way,
- l) the CP relocates its business headquarters to a country outside of the European Economic Area, Switzerland, or the United Kingdom,
- m) the country in which the CP's business headquarters are located does no longer belong to the EEA,
- n) Verifone no longer has the licence required from the Card Organisation to process the payment transactions,
- o) in the event of a chargeback in accordance with section 9.3 l), the CP does not provide evidence of the proper rendering of services by presenting documents within 15 days, after Verifone makes an appropriate request,
- p) the CP violates statutory provisions on the prevention of money laundering and terrorism financing.

14.4 Formal requirements on termination declarations

Each termination of the Agreement requires written form, sent in the original by post or fax. Other types of transfer via telecommunication are not permitted.

14.5 Suspension of the agreement

If there are reasons to suspect that there is an offence that would entitle Verifone to terminate without notice, Verifone may suspend the performance of the Agreement (in particular the approval of transactions and the payment of submitted transactions) until the suspicion has been cleared up. Section 14.1 sentence 6 applies accordingly.

14.6 Information on the acceptance of cards

Upon the end of the Agreement, the CP shall remove all indications of the Cards being accepted at, if the CP is not otherwise entitled to continue doing so. In the event of a partial termination, this applies for indications of the acceptance of the terminated Cards.

15. Waiving legal information obligations

The information obligations resulting from section 675d para. 1 clause 1 BGB in connection with Art. 248 sections 1 to 12, section 13 para. 1, 3 to 5 and sections 14 to 16 of the Introductory Act to the German Civil Code (EGBGB) are waived.

16. Final provisions

16.1 Applicability of German law

The relationship between the CP and Verifone shall be subject to German Law.

16.2 Place of jurisdiction

It is agreed that the place of venue for all legal disputes from the conclusion, performance and end of the Agreement shall be Munich, provided the CP is a merchant.

16.3 Changes to the agreement

Amendments to the Agreement shall be provided to the CP in text form no later than two months before the changes are suggested to become effective. The CP may either agree to

or refuse the amendments before the proposed effective date. The CP shall be – subject to a termination by the CP in accordance with section 16.3 para. 2 – considered having approved of the change if it did not object to the change prior to the time suggested as the effective date of the changes. The period for rejection is deemed to be met if the CP sends its rejection before the suggested time of the amendments coming into effect to Verifone. In its proposal, Verifone shall specifically inform the CP of this de facto consent.

In addition, the CP may also terminate the Payment Service before the suggested time of the changes coming into effect free of charge and without notice. In its proposal, Verifone shall specifically inform the CP of this right to terminate. Any other contractual relationships which may exist beyond this Agreement shall remain unaffected by such a termination.

16.4 Significant changes to the contractual basis

In the event the underlying contractual basis undergoes a significant changes that was not considered in the previous provisions, the contractual parties shall adapt the Agreement to the amended circumstances accordingly.

16.5 Severability clause

If any of the provisions are or become invalid or inoperative in full or part or become ineffective at a later date, this shall not affect the validity or effectiveness of the other provisions. The same applies in the event it turns out that this Agreement contains a loophole. In place of the ineffective or unenforceable provision or to close the loophole, an appropriate regulation shall apply, which, if legally possible, best meets what that Parties would have agreed if the inefficacy, unenforceability or incompleteness of the provision had been known. If the inefficacy of a provision is based on the extent of the service established in this Agreement or the time (deadline or end date), the extent of the service or time (deadline or end date) should then apply that is legally permissible and which comes closest to the will of the Parties.

16.6 Complaints and alternative dispute resolution

Any complaints from the CP against Verifone regarding rights and obligations resulting from sections 675c to 676c BGB may be addressed to Verifone GmbH, Customer complaints, Karl-Hammerschmidt-Str. 1, D-85609 Aschheim, Germany or via e-mail to customerservice.vp@verifone.com. Verifone will respond to complaints submitted in this way within 15 working days of receipt. If the response should not be possible within the time limit for reasons which are not the fault of Verifone, Verifone shall send a provisional response which clearly specifies the reasons for the delay in responding to the complaint and a date by which the CP will receive the definitive response. The definitive response may not be given any later than 35 working days after the complaint has been received.

Verifone participates in dispute resolution procedures conducted by the arbitration body of Deutsche Bundesbank. An arbitration application may be submitted there by e-mail to schlichtung@bundesbank.de, by fax to +49 69 709090-9901 or by post to Deutsche Bundesbank, - Schlichtungsstelle -, Postfach 11 12 32, 60047 Frankfurt am Main, Germany. A form for this purpose and further information on the proce-

dures are available for download at <https://www.bundesbank.de/Naviga-tion/DE/Service/Schlichtungsstelle/schlichtungsstelle.html>.

**Annex (optional):
Special provisions for individual card payment proce-
dures
(currently empty)**

*This translation is provided for the CP's convenience only.
The original German text of the General Business Condi-
tions is binding in all respects. In the event of any divergence
between the English and the German texts, constructions,
meanings, or interpretations, the German text, construction,
meaning or interpretation shall govern exclusively.*