

Part I – General Conditions

§ 1 Scope of Application, Subject Matter of the Contract, Engaging Third Parties

- (1) These Terms and Conditions of Wirecard Retail Services GmbH (WDRS) for Terminal and Support Services / Part I to Part V (hereinafter referred to as „GT&Cs“) constitute the basis of the cooperation between WDRS and the Service Recipient. They particularly govern the provision of terminals by way of rental or sale, the installation and maintenance of terminals as well as the technical aspects of processing the data communication associated with transactions at the point of sale (hereinafter referred to as „Point of Sale“ or „POS“). These GT&Cs take precedence over any conflicting terms and conditions of the Service Recipient even if WDRS does not expressly object to them.
- (2) The legal relations between the Service Recipient and WDRS are governed by the agreements reached on the order form, these GT&Cs, the price list as applicable from time to time and, as the case may be, the parties' written supplementary agreements. In the event of any conflict, the provisions of applicable Special Terms and Conditions („ST&Cs“) (e.g. here in Part II (Terminals and Maintenance) and Part V (Network Operation) of these GT&Cs shall take precedence over the general provisions in Part I (General Terms and Conditions) of these GT&Cs.
- (3) WDRS shall be entitled to use third parties to render its services.
- (4) The Service Recipient is not entitled to engage third parties to perform its obligations under this Agreement unless WDRS consents thereto. The Service Recipient shall in any event remain responsible for the performance of the contract and shall be liable for any intent or negligence (fault) of any third parties it engages as if said intent or negligence (fault) were the Service Recipient's own.

§ 2 Deliverables and Services

- (1) WDRS's deliverables and services comprise the deliverables and services ordered on the order form.
- (2) WDRS shall be entitled to change the specific manner in which the deliverables and services ordered are rendered to improve the procedure and its security and to comply with changed requirements of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] or to comply with applicable legislation. The Service Recipient shall be given reasonable notice in writing of any such changes.
- (3) All prices are stated exclusive of value added tax (Mehrwertsteuer) as applicable from time to time.

§ 3 Requirements of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] / Changed Requirements or Additional Conditions / Measures for the Prevention of Fraud

- (1) The Service Recipient expressly acknowledges
 - (a) the Terms and Conditions for the Participation of Retailers and Service Providers in the electronic cash System (girocard system) of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] (cf. Schedule VIII to these Terms and Conditions and the extract from the Technical Schedule (cf. Schedule IX to these Terms and Conditions) to the Terms and Conditions for Participation in the electronic cash System (girocard system) of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] and the Terms and Conditions of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] for Participation in the Geldkarte System as amended from time to time (cf. Schedule X to these Terms and Conditions) as a prerequisite for participation in cashless payments.
 - (b) If the Service Recipient would like to accept additional types of card, this shall require a separate agreement. In addition, the Service Recipient must notify WDRS thereof in advance so that WDRS can recommend a suitable type of terminal.
- (2) If during the term of a Rental, Maintenance and/or Network Operation Agreement between WDRS and the Service Recipient the requirements of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] change or if other requirements (e.g. of the card organizations or other relevant bodies) and/or rules and regulations of public law cause the procedure for the processing of transactions to be changed mandatorily or give rise to changed acceptance requirements for terminals during the course of a terminal's operating period, the Service Recipient shall be obliged to adapt his business processes and the terminals he uses, or have them adapted, insofar as they do not meet the changed

requirements, and to do so in a timely manner. WDRS shall, to the extent economically viable, provide solutions for adapting the terminals and for maintaining the transaction processing. Any associated costs that arise may be charged to the Service Recipient. In the event the approval requirements for terminals change the Service Recipient shall be obliged to make all of the necessary changes to the terminal at his cost. In all other respects the obligations of the parties under purchase or rental agreements are fundamentally not affected by changes to the approval requirements or the requirements of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] or other relevant bodies or statutory requirements.

- (4) With all card transactions the Service Recipient is obliged to use all of the special procedures for the prevention of fraud introduced by Die Deutsche Kreditwirtschaft [German Banking Industry Committee] and which the Service Recipient is advised by WDRS are obligatory. The Service Recipient shall carry out additional measures for the prevention of fraud, which WDRS, exercising equitable discretion, considers to be necessary either generally or in the individual case of which WDRS advises the Service Recipient. The costs of using any such procedure including the transmission costs shall be borne by the Service Recipient. If special procedures for the prevention of fraud are introduced and the Service Recipient is notified that they are obligatory but the Service Recipient cannot or does not wish to use the procedure the risk of fraud shall be borne solely by the Service Recipient. The Service Recipient shall to this extent indemnify and hold WDRS harmless from and against claims by the card companies, institutions, cardholders and other third parties.

§ 4 Term of the Agreement, Notice of Termination, Form of the Notice of Termination

- (1) The contractual term and the possibility of terminating the deliverables and services ordered from WDRS by the Service Recipient pursuant to the Term Sheet depends in each case on the agreement reached in the contract form. If no agreement has been reached in the Term Sheet the contractual term and the possibility of terminating the contract for the deliverables and services concerned shall in each case be governed by the special provisions in Parts II to V of these GT&Cs. If no provision has been agreed, the following shall apply:
 - (a) The contract for the deliverables and services, which the Service Recipient has ordered from WDRS is concluded for an initial term of thirty-six (36) months (Initial Term).
 - (b) Any termination of the respective contract by WDRS for good cause shall remain unaffected. There shall particularly be good cause if:
 - (i) the Service Recipient is in default of payment of due rental fees and/or charges amounting to one month's rent/one month's charges for a period of two (2) consecutive payment dates or the Service Recipient's default of payment amounts in total to a sum of two (2) months' rent/months' charges over more than two (2) deadlines; if the Service Recipient has granted WDRS authority to collect the amounts by direct debit this shall apply only if at least one attempt has been made to collect the due amount from the Service Recipient prior to the Service Recipient being in default. There shall be no need for an attempt at collection if the Service Recipient's known bank account no longer exists or the Service Recipient has seriously and finally opposed the authority to collect the sums by way of direct debit. For calculating the period of default the date upon which payment is received by WDRS shall be decisive;
 - (ii) if the Service Recipient participates in the direct debit process a debit from the Service Recipient's account fails and said failure is not rectified even after a warning notice or if this happens more often than twice within a period of two (2) calendar months;
 - (iii) if the Service Recipient does not participate in the direct debit process, the Service Recipient is in default of payment with the settlement of an account for more than thirty (30) days.
 - (iv) the Service Recipient disposes of title to the terminal without WDRS's consent;
 - (v) a significant deterioration in the financial circumstances of the Service Recipient occurs putting WDRS's claims against the Service Recipient at risk;

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- (vi) the Service Recipient seriously and finally refuses performance of the contract with WDRS;
 - (vii) persistent attachment measures are levied upon the Service Recipient's assets or a bill of exchange or cheque is protested;
 - (viii) the Service Recipient fails to comply with material obligations arising out of one or more of the contractual relations governed herein despite a warning notice or seriously or repeatedly breaches obligations under his agreement with WDRS;
 - (ix) there is a suspicion that the terminal or the deliverables have been abused. In said cases WDRS shall, to the extent reasonable, inform the Service Recipient in advance and require the Service Recipient to comment setting him a deadline to do so.
 - (x) the Service Recipient intentionally or negligently prevents the installation of a terminal despite two requests; or
 - (xi) one of the contractual relationships between WDRS and its cooperation partners, which entitle WDRS to surrender the use of the rental items to third parties and/or enables WDRS to connect the Service Recipient to a network operation in accordance with the agreement with the Service Recipient, ends.
- In the event of any extraordinary termination for which the Service Recipient is answerable the Service Recipient must compensate WDRS for the damage thereby incurred, but must at least pay a termination charge of EUR 100,00. In the event that terminals are rented out (cf. Part II) the Service Recipient must pay the cash value of the net rental charges that are still outstanding for the contractually agreed minimum term still remaining at the time of termination. The Service Recipient retains the right to show that the damage was less.
- (c) Other grounds for termination remain unaffected.
 - (d) Any notice to terminate an agreement between WDRS and the Service Recipient must be declared in writing (to the exclusion of text form). The relevant date for compliance with the notice period shall be the date upon which the notice of termination is received by the respective other contract partner.

§ 5 Charges and Payments made by the Service Recipient/ Due Date for Charges/Collection by Direct Debit/WDRS's Statements of Account/Set-Off

- (1) The charges to be paid by the Service Recipient to WDRS for WDRS's goods, deliverables and services are set out in the prices and terms and conditions specified on the order form as well as in WDRS's price list as applicable from time to time and in addition in the Terms and Conditions for the Participation of Retailers and Service Providers in the Electronic Cash System (girocard system) of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] (cf. Schedule VIII to these Terms and Conditions) and the Terms and Conditions of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] for Participation in the Geldkarte System as amended from time to time (cf. Schedule X to these Terms and Conditions). The current fees of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] for the individual types of process are to be borne by the Service Recipient separately in addition to the WDRS's charges. Additional services or deliverables (e.g. changed requirements or adaptations to meet technical requirements) shall be made against a separate charge.
- (2) The charge shall be made at the rate agreed between WDRS and the Service Recipient and applicable at the time of performance. If said rate is changed during a charging period, the periods shall be charged applying the respectively applicable rates agreed between WDRS and the Service Recipient as separate rates.
- (3) Except as otherwise expressly stipulated, the charges to be paid are stated as net charges and are subject to the statutory rate of value added tax (Umsatzsteuer) as applicable from time to time and any other taxes to the extent they accrue.
- (4) The Service Recipient's payment obligation for the respective deliverable shall commence when the agreed deliverables are rendered, i.e.:
 - (a) for rental, maintenance and service (e.g. network operation) contracts the agreed charge shall be due for payment monthly in advance on the first calendar day of each month; commencement of the contract is always the first day of the

month following the month in which delivery of the terminal is accepted. Together with delivery of the terminal the Service Recipient shall receive a note to confirm delivery and acceptance stating both the type of terminal and the additional accessories delivered and which the Service Recipient accordingly dates and signs on the day upon which delivery of the terminal is accepted and sends back to WDRS. If WDRS does not receive said confirmation of acceptance signed by the Service Recipient within 10 working days after the date of shipment of the terminal the date of acceptance shall be fixed as being the 10th working day after the date of shipment of the terminal unless it was put into service by telephone at some earlier point in time.

- (b) the purchase price for purchased items shall be due for payment upon acceptance of the terminal (putting it into service), however no later than 10 working days after the date of shipment of the terminal.
- (5) Any charges based on use shall be charged as of the date upon which the POS terminal was provided ready for service. Said charges also include the charges for the Die Deutsche Kreditwirtschaft [German Banking Industry Committee], which are set out in Schedule VIII (Terms and Conditions for the Participation of Retailers in the Electronic Cash System of Die Deutsche Kreditwirtschaft [German Banking Industry Committee]). The technical network operator commissioned establishes said charges on behalf of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] and charges them on to WDRS. On this basis WDRS in turn charges said charges on to the Service Recipient.
- (6) Payment of the rental fee and the charges for maintenance contracts and other services (e.g. network operation) are collected by direct debit by means of a SEPA mandate from the Service Recipient's current account stipulated in the order form. To this end the Service Recipient grants WDRS the requisite direct debit authorization or as the case may be the requisite SEPA mandate respectively. The pre-notification (advance notice) of the SEPA direct debit is given through an account. The period for giving notice of the SEPA direct debit (pre-notification) is agreed to be one day. The Service Recipient is obliged to always ensure that his account is adequately covered for this. In the event that the direct debit is returned for reasons for which the Service Recipient is answerable the Service Recipient shall be obliged to bear the costs of the institution, which are charged to WDRS for this. For any reminders that are necessary WDRS shall charge the Service Recipient a dunning fee per reminder. This is without prejudice to any further claims of WDRS in relation to the return of the direct debit. The Service Recipient shall notify WDRS of any changes to its bank account details without undue delay.
- (7) If the Service Recipient no longer participates in the direct debit scheme, he shall be obliged to settle the accounts in each case within 5 working days as of receipt of the account.
- (8) The Service Recipient must promptly check any statements of account issued by WDRS for their correctness and completeness. Any complaints and objections can only be raised in writing within six (6) weeks of the Service Recipient's receipt of the statement of account. Any failure to raise objections in a timely manner shall be deemed to be an approval. WDRS shall point out this consequence when issuing the statement of account. The Service Recipient can require that the statement of account be corrected even after expiry of the time limit but must then prove that the statement of account was incorrect or incomplete. WDRS may make corrections to the statement of account even after said time limit has expired.
- (9) Only a claim of the Service Recipient that is undisputed or which has been established as being final and unappealable may be offset against the WDRS's claims. The same applies to the assertion of any right of retention. No claims of the Service Recipient against WDRS may be assigned.
- (10) WDRS shall have the right to suspend provision of the deliverables affected by this to the Service Recipient if the Service Recipient breaches his obligations under this Contract not only insignificantly or if there is good cause that entitles WDRS to terminate the service relationship affected or the Contract without notice. WDRS's right to terminate without notice for good cause remains unaffected.
- (11) In the event that deliverables are suspended WDRS shall notify the Service Recipient thereof within one (1) business day using the respective method of communication agreed with the Service Recipient.
- (12) If the grounds for suspending deliverables no longer exist, WDRS shall notify the Service Recipient thereof without undue delay after learning of this and shall resume provision of the services.

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- (13) The cost of suspending the service shall be borne by the Service Recipient.

§ 6 WDRS's Liability / Limitation of Liability

- (1) WDRS shall be liable in accordance with the statutory provisions in the case of intent (Vorsatz), if a defect is fraudulently concealed, for claims under the German Product Liability Act (Produkthaftungsgesetz), if a guarantee for the quality of a deliverable is given as well as in the case of any injury to life, body or health.
- (2) In the event of other damage that is not based on any injury to life, body or health the following limitations of liability under 6.3 and 6.4 apply and, more particularly, even if the damage was caused by a vicarious agent or servant of WDRS.
- (3) In the event of gross negligence WDRS's liability shall be limited to compensation for the foreseeable damage which typically occurs.
- (4) In the event of ordinary negligence WDRS shall only be liable if a material contractual obligation (cardinal obligation) has been breached. Material contractual obligations are those, the breach of which jeopardises achievement of the purpose of the contract or the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the other contract party may rely on. In that case WDRS's liability shall be limited to the foreseeable damage which typically occurs. In that case WDRS's liability is therefore limited in quantum to a maximum per calendar year of 20 percent of the total remuneration, which WDRS received from the Service Recipient in the previous year, in the first calendar year of the contractual term to a maximum of EUR 500.00. Liability for indirect damage and consequential damage (particularly lost profit) is excluded.
- (5) The Service Recipient must ensure that the data that is to be processed by WDRS can be reconstructed at a reasonable cost from other data material (e.g. by keeping receipts, documents etc.) and to the extent necessary must regularly make appropriate backup copies. WDRS's liability in the event of any loss of data shall be limited to the cost necessary to recover the lost data on the basis of said back-up copies and other data material as more particularly specified in sentence 1. This limitation of liability shall also apply to the benefit of vicarious agents and other servants of WDRS.
- (6) WDRS is not liable for failures and faults caused by authorization systems, which are not operated by WDRS or third parties commissioned by it, for damage attributable to use, which is inappropriate, improper or otherwise not intended by the contract, for incorrect operation, incorrect or careless treatment, for chemical/electrochemical or electronic influences, for changes or repair work on the part of the Service Recipient or third parties without the prior consent of WDRS, or for network bottlenecks, failures and malfunctions caused by Deutsche Telekom or other network providers and their private branch exchanges (PBXs).

§ 7 Data Storage/Data Protection

- (1) The parties undertake to treat confidential documents, information and data concerning the other party's business operation (hereinafter together referred to as „Confidential Information“), of which they learn or which is made accessible to them by the respective other party by reason of the cooperation, as confidential for the term of this Agreement and a period of three (3) years thereafter. The parties shall not make Confidential Information available to third parties and shall use Confidential Information only for the purposes of this Agreement.
- (2) Information which:
 - (a) without any breach of this Clause 7/Part I of this Contract is publicly known,
 - (b) has been communicated by a third party without breaching any confidentiality obligation that is binding upon him or
 - (c) has to be disclosed by operation of law or by reason of an administrative order
 shall not be deemed to be Confidential Information for the purposes of this Agreement.
- (3) The duty of confidentiality shall not apply to information and documents if the respective party under an obligation to maintain confidentiality must use or disclose the Confidential Information to its contract partners or to third parties in order to fulfil its respective obligations under a contract between WDRS and the Service Recipient or the Confidential Information must be disclosed to the card organizations.
- (4) Both parties are obliged to comply with all applicable data protection provisions and to take reasonable precautions against any

unauthorized use of cards as well as card data and the data of cardholders.

§ 8 The Service Recipient's General Duties

- (1) The Service Recipient is obliged to complete the master data in this Contract in full and truthfully. WDRS must be notified of any changes in writing without undue delay, in particular but without limitation, of
 - (a) any change to the type of product range,
 - (b) any disposal or lease of the business or any other change in ownership,
 - (c) any change of legal form or company name,
 - (d) any change of name, address or bank details,
 - (e) any change to the technical prerequisites on site, such as e.g. a change of telecommunications provider.
- (2) The Service Recipient shall continue to be under a duty
 - (a) to use the number set in the terminal or otherwise communicated by WDRS for authorization requests,
 - (b) to use the terminal only for processing cashless payment transactions with his customers; the Service Recipient must thereby comply with the general duties of a prudent businessman to exercise caution, in particular to ensure that the terminal is not misused for illegal ec-cash or credit card payments; the Service Recipient must adhere to agreed limits for certain methods of payment and may not unilaterally cancel the corresponding settings,
 - (c) to close-out no later than every eight (8) days (transmission of the sale details stored in the terminal) provided that the Service Recipient completed a terminal sale in that period.
 - (d) to treat the terminal with the necessary care and to ensure that it is reasonably protected against theft and damage,
 - (e) none of the serial numbers, manufacturer's labels or other identification marks on the terminal or affixed to the associated accessories or peripheral devices may be removed, hidden or defaced in any way.
 - (f) to report to WDRS without undue delay if a terminal and/or additional device is taken out of service; the Service Recipient must report any faults, defects and damage, which occur during operation, to WDRS without undue delay;
 - (g) to ensure that WDRS or an agent instructed by it are given access to the contractual terminal and the data transmission connections at all times during normal business hours in order to be able to check or exchange them,
 - (h) to make a note on the order form of all information required for the provision of WDRS's deliverables and services or because of statutory (e.g. anti-money-laundering) provisions and to make all said information available to WDRS upon request
 - (i) and in the event of any faults in other networks or with other service providers, for which WDRS is not answerable, to contact the relevant network operator or service provider himself.
- (3) Upon request the Service Recipient shall allow WDRS to inspect the business premises either personally or through third parties instructed by WDRS, in order to enable WDRS to check that the provisions of the contract are being complied with. Any further obligations of the Service Recipient shall remain unaffected.

§ 9 Amendments to the GT&Cs

WDRS shall be entitled to amend these GT&Cs (Parts I to V) as well as the agreed fees. Amendments shall be offered to the Service Recipient in text form (e.g. by e-mail) no later than four (4) weeks before the date upon which the amendments are to take effect (Notification of Amendment(s)). Amendments shall be deemed to have been approved by the Service Recipient if the Service Recipient does not notify WDRS of its rejection in writing within four (4) weeks of the Service Recipient's receipt of the Notification of Amendment(s) (Objection). WDRS shall particularly draw the Service Recipient's attention to this effect of consent in the Notification of Amendment(s).

§ 10 Written Form/Savings Clause/Governing Law/Place of Performance/Foreign Language Version

- (1) All amendments and additions to these contractual terms and conditions (including the present Clause) are required to be in writing (also text form) in order to be effective. This shall also apply to an amendment to this clause.
- (2) In the event that one of the provisions of these contractual terms and conditions is or becomes void, whether in whole or in part, this

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shall not affect the validity of the remaining provisions. The parties undertake to agree a valid provision, which comes closest to the economic purpose of the void or incomplete provision, in lieu of the void or incomplete provision. The same shall apply mutatis mutandis in the event of any lacunae in the contract.

- (3) The contractual relations between WDRS and the Service Recipient shall be governed by German law; the application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. The exclusive place of jurisdiction shall be Munich if the Service Recipient is a merchant (Kaufmann), a legal entity under public law or a special body or fund under public law, if the Service Recipient does not have his place of general jurisdiction in Germany or the Service Recipient has moved his place of residence or place of habitual abode out of Germany after conclusion of the contract or his place of residence or place of habitual abode are not known. WDRS may, however, also sue the Service Recipient at another legal venue that has jurisdiction for the Service Recipient or the dispute concerned.
- (4) The German version of these Terms and Conditions shall be the sole authoritative version. Any foreign language version of these Terms and Conditions serves only as an aid.

Part II – Special Terms and Conditions for the Provision of Terminals and the Maintenance thereof

§ 1 Period for Delivery and Performance

- (1) Unless otherwise expressly agreed in writing, the dates and deadlines stated by WDRS are not binding.
- (2) All delivery dates are subject to WDRS receiving correct and timely supplies itself; WDRS may make part deliveries to the Service Recipient.
- (3) In the event that a delivery date is not met WDRS is in default of timely performance only if the Service Recipient has set WDRS a reasonable extended deadline in writing and said extended deadline has expired to no avail.
- (4) WDRS is not answerable for delays in delivery and performance due to force majeure and/or due to events outside the control of WDRS, which make performance considerably more difficult or impossible for WDRS, e.g. difficulties in procuring materials, operational disruption, strike, administrative orders etc., even if they occur at WDRS's suppliers or their subcontractors, even if the dates and deadlines have been agreed as binding. They entitle WDRS to postpone the delivery or performance by the duration of the hindrance and a reasonable lead time.

§ 2 Provision of the Terminals and Goods, Installation, The Passing of Risk

- (1) WDRS shall ensure that terminals are provided ready for service. The provision shall be effected after a corresponding agreement has been concluded with WDRS as soon as the necessary prerequisites on the part of the Service Recipient have been brought about as provided in these Terms and Conditions.
- (2) The Service Recipient is obliged to independently inform himself at the manufacturers about the goods (in particular the terminal and accessories) sold or alienated by WDRS. The details stated and pictures, drawings, weights, dimensions etc. reproduced in lists of products, prospectuses, attachments and instructions as well as technical descriptions do not constitute any binding quality specifications, rather they serve only as an aid to distinguish the various types of devices and are therefore communicated by WDRS subject to technical changes by the manufacturer. The number of charging processes possible in the individual case until the battery or rechargeable battery has been used up depends on, inter alia, the type of device and the use made of it by the Service Recipient. The life of batteries and rechargeable batteries and cables can therefore vary considerably from the life of the remainder of the goods.
- (3) If on the order form the Service Recipient has chosen installation on site WDRS or a third party commissioned by it shall install the configured terminal at the Service Recipient. The installation includes coordinating the prerequisites for installation with the Service Recipient, the installation of the terminal (if appropriate with a PinPad) and connecting the communications technology to a functioning power and data connection to be provided by the Service Recipient. How much the fee is for the installation shall be agreed in the order form. The Service Recipient is obliged to keep the place where the terminal or terminals are to be installed freely

accessible prior to installation. Furthermore, the Service Recipient is obliged to provide a functioning and freely accessible power and data connection at the site of installation. The Service Recipient shall be charged separately for any disproportionate installation times or waiting time of more than one (1) hour, which are due to the fact that the Service Recipient has not fulfilled or has not properly fulfilled his obligations under sentences 4 and/or 5 above.

- (4) If the Service Recipient wishes to use a terminal at a different location he must notify WDRS thereof in writing. WDRS may require that WDRS or its agents be used for the installation work associated with a change of installation site. All costs associated with such a change of installation site shall be borne by the Service Recipient.
- (5) If (on site) installation by WDRS has been agreed the risk of deterioration or loss of the terminal shall pass to the Service Recipient upon completion of the installation.
- (6) For the avoidance of doubt it is stated that as part of the installation and bringing about the readiness for service WDRS is not obliged to connect the devices with other devices and programs used by the Service Recipient unless the parties expressly agree a contrary provision in writing in the individual case together with an agreement on a separate, additional charge.

§ 3 No Disposal or Encumbrance

The ownership or possession of goods, which are owned by WDRS or its suppliers or cooperation partners, may not be resold or re-alienated or transferred to third parties. The Service Recipient must take all necessary measures to keep the goods owned by WDRS or its suppliers or cooperation partners free from encumbrances of whatever kind (in particular but without limitation attachment measures etc.) (e.g. by advising his lessors that he does not own the goods concerned). If they are nevertheless encumbered the Service Recipient must notify WDRS thereof without undue delay and in writing providing all necessary information. The Service Recipient shall furthermore be obliged to send the documentation associated with the encumbrance, as appropriate a copy thereof, and, upon request, to assure the third party concerned that the encumbered goods are owned by WDRS or its suppliers or cooperation partners. If the encumbrance is attributable to intentional or negligent conduct (action or failure to act), for which the Service Recipient is answerable, the Service Recipient must reimburse the WDRS the cost of the measures to remove said encumbrance; any more far-reaching claims on the part of WDRS for damages shall remain unaffected.

§ 4 Changes to the Terminal and Goods

- (1) Any changes or extensions, which the Service Recipient wishes to make to the terminal or goods owned by WDRS (e.g. in the case of a rental or due to a reservation of title) shall require WDRS's consent. WDRS will refuse consent only if the changes or extensions jeopardise the security or the proper working order or make it considerably more difficult to carry out the maintenance work on the terminal or if copyrights of third parties may be infringed. Any and all derogations from the mechanical, electrical or electronic assembly of the terminal shall be deemed to be a change. All mechanical, electrical or electronic connections of the terminals with other devices, elements or additional devices are deemed to be extensions provided they are not defined as standard in the manufacturer's description of the interface.
- (2) Unless otherwise agreed in writing, if there is an obligation to return the terminals, the Service Recipient must bring about their original condition again.
- (3) If the Service Recipient makes changes to terminals or goods himself or has them changed by third parties, all claims against WDRS for defects shall cease to apply unless the Service Recipient proves that the impairment to the contractual use was not caused by said changes either in whole or in part and the maintenance is not thereby made more difficult

§ 5 Additional Duties of the Service Recipient

- (1) Prerequisites for Installation and Connection
 - (a) The spatial, technical and other prerequisites for installation and connection must be created under the Service Recipient's responsibility in good time before the delivery date. In particular, the Service Recipient is obliged to provide a functioning and freely accessible power and data connection, whereby the data connection must meet the specifications in the order form.
 - (b) To the extent necessary, the Service Recipient is further obliged to connect the devices with other devices and

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programs as part of the installation and bringing about the readiness for service unless the parties agree a contrary provision in writing in the individual case.

- (2) **Treatment of Terminals owned by WDRS**
The Service Recipient is obliged to treat terminals owned by WDRS with care. This means, inter alia, that the goods are to be treated and kept with extreme care and are to be protected against damage. The Service Recipient shall employ sufficient qualified personnel and observe the user guide and instructions for use provided.
- (3) **Return and Surrender of Terminals**
 - (a) If the Service Recipient has an obligation towards WDRS to surrender or (e.g. upon termination or expiry of the corresponding rental contract) to return terminals or other goods, he shall send them back to WDRS at his own cost and at his own risk (normal case) or upon special request by WDRS having arranged a prior appointment with WDRS or a third party instructed by it, shall grant access to the terminals including other equipment and goods provided under the contract and allow them to be dismantled. The costs resulting therefrom shall be borne by the Service Recipient.
 - (b) If the Service Recipient has an obligation towards WDRS to surrender or (e.g. upon termination or expiry of the corresponding rental contract) to return terminals or other goods, the obligation to pay a usage charge shall, in the event that a terminal has been provided for rental, cease upon return of the rental item. If the Service Recipient fails to meet his obligation to return the terminal despite the setting of a deadline with the threat of refusing to accept performance WDRS shall have the right to issue the Service Recipient with an account for the terminal in the amount of its replacement value. The Service Recipient's obligation to pay the usage charge shall cease when the account is issued.

§ 6 Provisions governing the Service Agreement for Maintaining the Terminal

- (1) **Applicability, Application of the Provisions in Part I and Part II/ Clause 1 of these Terms and Conditions**
 - (a) If pursuant to the order form the parties have agreed a Service Agreement for Maintaining the Terminal, the provisions in Part I and Part II/Clause 1 of these Terms and Conditions shall apply in addition to the provisions below. In the event of any discrepancy the provisions of the relevant special provisions in this Part II/Clause 2 shall take precedence over the provisions in Part I and Part II/ Clause 1 of these Terms and Conditions.
 - (b) WDRS provides a service for maintaining the terminal for maintaining or restoring the operability of the terminal in accordance with the agreed scope of functions. Said service comprises only rectifying faults upon request by the Service Recipient.
- (2) **Help Desk for Terminals**
For trouble reports and other queries of a technical nature WDRS shall provide the Service Recipient with a telephone service with authorized personnel 24 hours a day, 7 days a week. The telephone service comprises logging technical faults in the terminal and supporting the Service Recipient with starting up the terminal. A telephone service is available for the Service Recipient at all times. If the Technical Help Desk is unable to provide a solution to the problem WDRS shall take action for the purposes of rectifying the fault in accordance with the following provisions.
- (3) **Provision of a Replacement Terminal**
If the functional capability of the terminal cannot be restored with the support of the telephone Help Desk WDRS shall provide the Service Recipient with a replacement terminal in accordance with the following provisions. The replacement terminal will be sent to the Service Recipient. The Service Recipient shall thereby have no right to a particular type of terminal. The Service Recipient shall put the replacement terminal into service with the support of WDRS's telephone Technical Help Desk. The Service Recipient shall send the defective terminal back to WDRS or the service provider commissioned by WDRS. The delivery route and the method of dispatch shall be decided by WDRS. WDRS shall be entitled to charge the Service Recipient for the transportation there and back. If WDRS or the service provider commissioned has not received the defective terminal within seven (7) working days following receipt of the replacement terminal, WDRS shall be

entitled to charge the Service Recipient the replacement value of the defective terminal following prior notice.

- (4) **Notification of Malfunctions and Defects**
The Service Recipient is under an obligation to notify WDRS without undue delay of any technical faults and defects that have occurred in the terminal, when reporting a fault he must give an account of all of the noticeable details and, as far as is reasonable, follow WDRS's advice on analysing the problem and localising the fault in order to ensure effective rectification of the fault.
- (5) **Obligation in the event of Repair or Replacement**
If WDRS repairs or replaces faulty devices, elements, additional devices or parts in the course of rectifying defects or as part of a warranty, an agreed additional service or chargeable repair order, the Service Recipient shall be obliged to ensure that any changes or extensions are removed to the extent necessary for this prior to the replacement or repair. Unless it is not reasonable for the Service Recipient in the individual case WDRS shall have the right to make technical changes to the terminal in order to increase its functional reliability.
- (6) **Access to the Terminal**
The Service Recipient shall by prior appointment enable access to the terminal via remote maintenance software or on site for preventative maintenance work in order to ensure the terminal's agreed scope of functions. WDRS shall be entitled to store maintenance equipment and replacement parts at the merchant to the extent necessary in order to fulfil its responsibilities.
- (7) **Separate Reimbursement of Expenses for Maintenance Work in Certain Cases**
WDRS's expenses for diagnostic work and maintenance work as well as the rectification of malfunctions, which arise due to
 - (a) fault on the part of the Service Recipient's employees, vicarious agents or other third parties commissioned by the Service Recipient (e.g. in the case of improper treatment),
 - (b) connecting third-party products without the consent of WDRS or due to work being carried out on the equipment by persons or firms other than those commissioned by WDRS or due to
 - (c) water damage or fire damage or other exceptional events of damage or disturbance, which do not arise in the course of the Service Recipient's typical business processes, and
 - (d) in the event of any necessary changes to the terminal due to amended standards or approval requirements of Die Deutsche Kreditwirtschaft [German Banking Industry Committee], are not covered by WDRS's deliverables under the Service Agreement for Maintaining the Terminal. If, in the course of providing a maintenance service, it transpires that the malfunction is due to one of the above-mentioned grounds, WDRS shall have the right but not the obligation to rectify the malfunction. If WDRS rectifies the malfunction the cost thereof is to be reimbursed by the Service Recipient in accordance with the following provisions. If WDRS rectifies the malfunction it shall be entitled to an additional fee. Said additional fee is calculated on the basis of the actual expense incurred and is laid down in the price list as applicable from time to time. If the cost of repair will probably exceed EUR 250.00 WDRS shall submit an estimate of the probable cost of rectifying the malfunction to the Service Recipient. In any such case, the malfunction will not be rectified until expressly commissioned by the Service Recipient.

Part III – Special Terms and Conditions when a Purchase Agreement for a Terminal is Concluded

Unless expressly otherwise agreed, when a Purchase Agreement for a Terminal is concluded the conclusion of a Service Agreement for Maintaining the Terminal (cf. the provisions in Part II) is obligatory.

§ 1 Applicability, Application of the Provisions in Part I and Part II of these Terms and Conditions

If the parties have concluded a Purchase Agreement for a Terminal the general provisions in Part I and the special provisions in Part II of these GT&Cs shall apply in addition to the following provisions. In the event of any discrepancy the provisions in this Part III shall take precedence over the provisions in Part I and Part II of these Terms and Conditions.

§ 2 Subject Matter of the Agreement

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The subject matter of the Purchase Agreement and the purchase price to be paid for it are set out in detail in the specifications pursuant to the order. The Service Recipient is obliged to independently inform himself at the manufacturers about the goods (in particular the terminal and accessories) sold or alienated by WDRS. The details stated and pictures, drawings, weights, dimensions etc. reproduced in lists of products, prospectuses, attachments and instructions as well as technical descriptions do not constitute any binding details regarding quality, rather they serve only as an aid to distinguish the various types of devices and are therefore communicated by WDRS subject to technical changes by the manufacturer.

As regards the purchase price and the terms of payment the provisions under Part I/Clause 5 apply.

§ 3 Reservation of Title

- (1) The goods supplied shall remain the property of WDRS until all of WDRS's accounts receivable owed by the Service Recipient, regardless of the legal ground, have been paid in full (hereinafter referred to as „Date of WDRS's Full Satisfaction“); this also applies if payments are made towards particularly designated accounts receivable.
- (2) The goods supplied may not be resold or re-alienated or otherwise disposed of (e.g. creation of a lien for a third party) before the Date of WDRS's Full Satisfaction. As regards this the provisions of Part II/Clause 1.3 apply.

§ 4 Delivery

- (1) Unless expressly otherwise agreed between WDRS and the Service Recipient dispatch and transportation are effected at Service Recipient's risk, i.e. the risk shall pass to the Service Recipient upon handover to the person carrying out the dispatch; this shall not apply if the transportation is carried out by employees of WDRS, who do not have a certain degree of independence from WDRS as regards performance of the transportation.
- (2) As regards the delivery dates the provision in Part II/Clause 1 applies.

§ 5 Rights and Duties in the event of Defects

- (1) Complaints about defects must be made in writing and without undue delay. The limitation period for claims for defects is one (1) year.
- (2) The goods complained about must be returned to WDRS or on instruction by WDRS to WDRS's supplier or to the manufacturer of the goods in the original or equivalent packaging to be checked. If the Service Recipient's complaint about the defect is justified and on time WDRS or on its instruction WDRS's supplier or to the manufacturer shall remedy the defect by way of supplementary performance at WDRS's option by rectifying the defect or by delivering goods that are free from defects. WDRS shall be entitled to refuse supplementary performance in accordance with the statutory provisions. In the event of any refusal to provide supplementary performance, or if supplementary performance fails or is unreasonable for the Service Recipient, the Service Recipient has, at his option, a right of rescission or a right to reduce the price in accordance with the provisions under Clause 5.3 below.
- (3) The Service Recipient shall be entitled to rescind the contract provided rescission is not excluded by statute or to reduce the purchase price only once a reasonable deadline set by him for supplementary performance has expired in vain unless there is no need to set a deadline pursuant to the statutory provisions. In the event of rescission the Service Recipient shall be liable for deterioration, destruction and any failure to derive any use or benefit, not only for his own customary standard of care but also for any negligent or intentional fault.
- (4) The provisions under Part I / Clause 6 of these Terms and Conditions apply to any claim for damages or claim for the reimbursement of expenses.
- (5) In the event of any fraudulent concealment of a defect or in the event that a guarantee for the quality of the goods is given at the time when the risk passes the Service Recipient's rights shall be determined solely by the statutory provisions.
- (6) In derogation from the provision in Part I / Clause 6.3 sentence 4 WDRS's liability for the typically foreseeable damage is limited in the event of the sale of a terminal and accessories to a maximum of € 1,000 for each terminal affected by a damaging event.
- (7) All claims for damages against WDRS in connection with the sale of a terminal and accessories shall be time-barred at the latest one year following delivery of the goods to the Service Recipient, in the

event of tortious liability as of knowledge or grossly negligent lack of knowledge of the circumstances giving rise to the claim and of the person who is liable to pay damages. The provisions of this Clause do not apply in the case of intent (Vorsatz), if a defect is fraudulently concealed, for claims under the German Product Liability Act (Produkthaftungsgesetz), if a guarantee for the quality of a deliverable is given as well as in the case of any injury to life, body or health; in said cases WDRS shall be liable in accordance with the statutory provisions. This provision shall also not apply if shorter limitation periods apply under the statutory provisions.

(8) The Service Recipient is expressly advised that for security reasons the terminals sold or alienated by WDRS are equipped with a self-destruction mechanism. Any mechanical influence exerted by the Service Recipient or by a third party commissioned by the Service Recipient on the device (e.g. opening it) is therefore prohibited.

§ 6 Rights to Use the Terminal Software

The Service Recipient is entitled to use the software, which has been installed on the terminals acquired from WDRS under a purchase agreement, for the electronic authorization and accounting of credit and payment cards. The right of use is non-exclusive and non-assignable. Any copying and any distribution of copies that have been made without authority is unlawful, infringes WDRS's rights and/or the copyrights of third parties and will be prosecuted under criminal and civil law.

§ 7 Use of the Goods supplied by WDRS (Terminals and Accessories)

- (1) Until the purchase price has been paid in full the Service Recipient is obliged to have the goods supplied by WDRS (terminals and accessories) connected solely to the network operation of the network operator commissioned by WDRS.
- (2) Even after the purchase price has been paid in full the Service Recipient is basically obliged to have the goods supplied by WDRS (terminals and accessories) connected solely to the network operation of the network operator commissioned by WDRS. The „network operation“ service is the subject matter of a separate agreement between the Service Recipient and WDRS (cf. provisions under Part V of these Terms and Conditions). If WDRS does not offer the Service Recipient the network operation services upon reasonable conditions the Service Recipient may demand that WDRS releases the terminal acquired (and the accessories) for use on another network operation.

§ 8 Defects in Terminals outside the Warranty Period

- (1) Defects in terminals outside the warranty period are not covered by WDRS's deliverables under the Service Agreement for Maintaining the Terminal.
- (2) If the Service Recipient reports a defect in a terminal outside the warranty period and if it transpires in the telephone call with the Technical Help Desk already that in order to rectify the defect the terminal will have to be repaired by the manufacturer the Technical Help Desk shall, as far as possible, provide an initial estimate of the probable cost of the repair according to the price list. The Service Recipient shall immediately be provided with a replacement terminal if the Service Recipient declares that he agrees to assume the costs. WDRS shall once again point out the probable cost of the repair on the so-called repair report enclosed with the replacement terminal. If in the course of this exchange the Service Recipient receives an equivalent terminal, title to said equivalent terminal shall pass to the Service Recipient following full payment of the repair costs. The Service Recipient hereby already agrees that in that case WDRS acquires title to the repaired terminal.
- (3) If the Service Recipient reports a defect in a terminal outside of the warranty period and said defect cannot be specified in a telephone call with the Technical Help Desk, WDRS shall provide the Service Recipient with an equivalent replacement terminal initially at WDRS's cost own cost. After the defective terminal has been received by WDRS it will be examined in detail. If in the course of said examination it transpires that in order to rectify the defect the terminal will need to be repaired by the manufacturer, the Technical Help Desk will immediately inform the Service Recipient of the probable cost of the repair and the Service Recipient can then decide whether the defective terminal is to be repaired with the Service Recipient assuming the costs thereof. If the Service Recipient declares his agreement thereto, title to the replacement terminal provided shall pass to the Service Recipient following full payment of the repair costs. The Service Recipient hereby already agrees that in that case WDRS acquires title to the repaired

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terminal. If the Service Recipient declares that he does not agree to a repair WDRS shall immediately send the defective terminal back to the Service Recipient. In that case the Service Recipient shall be obliged to return the replacement terminal to WDRS within 10 working days after declining the repair to the defective terminal (receipt by WDRS). If WDRS does not receive the replacement terminal within 10 working days the Service Recipient shall be charged the purchase price of the replacement terminal. Said purchase price corresponds to the purchase price fixed by the Service Recipient with WDRS in the purchase contract for the terminal.

§ 9 Economic Write-Off

If, in the estimation of WDRS or of a service provider commissioned by it, the result of the examination of a terminal, for which a Service Agreement for Maintaining the Terminal has been concluded pursuant to this Part II, is that the functionality of the terminal cannot be restored or cannot be restored without unreasonably great expense (technical write-off) or that the cost of the repair exceeds the difference between the replacement value and the residual value (economic write-off) and if WDRS does not have an obligation to restore the functionality under the warranty the Service Recipient shall have no claim to any deliverables under the Service Agreement for Maintaining the Terminal. In any such case, WDRS shall inform the Service Recipient accordingly. If in such case the Service Recipient nevertheless insists on a repair the Service Recipient must bear all of the costs associated with the repair. In that case the Service Recipient shall receive a detailed cost estimate before commissioning the repair.

Part IV – Special Terms and Conditions when a Rental Agreement for a Terminal is Concluded

Unless expressly otherwise agreed, when a Rental Agreement for a Terminal is concluded the conclusion of a Service Agreement for Maintaining the Terminal (cf. the provisions in Part II) is obligatory.

§ 1 Applicability, Application of the Provisions in Part I and Part II of these Terms and Conditions

If on the order form the parties have concluded a Rental Agreement for Terminals WDRS shall grant the Service Recipient during the term of the rental agreement the right to be in possession of and to independently use the rental items. The general provisions in Part I and the special provisions in Part II of these Terms and Conditions shall apply in addition to the following provisions. In the event of any discrepancy the provisions in this Part IV shall take precedence over the provisions in Part I and Part II of these Terms and Conditions.

§ 2 Subject Matter of the Agreement

- (1) The rental items are the terminals and peripheral devices more particularly specified on the order form and provided by WDRS under the rental agreement. The Service Recipient is obliged to independently inform himself at the manufacturers about the goods (in particular the terminal and accessories) sold or alienated by WDRS. The details stated and pictures, drawings, weights, dimensions etc. reproduced in lists of products, prospectuses, attachments and instructions as well as technical descriptions do not constitute any binding quality specifications, rather they serve only as an aid to distinguish the various types of devices and are therefore communicated by WDRS subject to technical changes by the manufacturer.
- (2) The terminals and peripheral devices more particularly specified on the order form shall be provided to the Service Recipient to use as part of his business operation for the electronic authorization and accounting of credit and payment cards for the term of the rental contract; subletting to third parties or any other cession by the Service Recipient is not permitted. If EDP programs are firmly stored in, or supplied together with, the terminal provided on a rental basis, said EDP programs are intended only for the contractual operation of the terminal; any other use is not permitted.
- (3) Expendable materials and consumables, such as e.g. paper rolls and ink ribbons etc. do not form part of the rental items.
- (4) The rental fee payable by the Service Recipient is set out in the order form. As regards the rental fee and the terms of payment the provisions under Part I/Clause 5 shall apply.

§ 3 Features of the User Software; Use of the User Software

- (1) The user software used in the terminals complies with the standard required by the certification bodies at the time the contract was concluded. If during the term of the contract, new standards to be met by the terminal's hardware or software are set by Die Deutsche Kreditwirtschaft [the German Banking Industry Committee], card organizations or other relevant bodies or through new or amended statutory requirements, and said standards can be met only by completely exchanging the terminal for a device of the same manufacturer or of another manufacturer, the Service Recipient must pay for an exchange applying the rates fixed in WDRS's price list.
- (2) The Service Recipient is granted a non-exclusive and non-assignable right to use the user software, which right is limited in terms of time to the term of the rental contract, for the electronic authorization and accounting of credit and payment cards. Any copying and any distribution of copies that have been made without authority is unlawful, infringes WDRS's rights and/or the copyrights of third parties and will be prosecuted under criminal and civil law.

§ 4 WDRS's Rights

- (1) During the term of the rental contract WDRS at all times has the right
- (2) to exchange terminals or peripheral devices for other devices, including devices of other manufacturers, having the same or greater performance capability;
- (3) to make technical changes to the terminal without impairing the functionality of the respective terminal in accordance with the specifications of the respective manufacturer in order to increase the functional security;
- (4) to make operationally necessary software changes to the terminals whereby the Service Recipient shall bear the line costs for the software download.
- (5) The agreed rental fee shall not be affected by this change.

§ 5 The Service Recipient's Duties

- (1) The Service Recipient must inform WDRS in writing before any intended change of postal location of the terminal provided on a rental basis.
- (2) The Service Recipient is obliged to take out insurance against damage to property for the term of the rental contract for the terminal provided on a rental basis (including accessories and peripheral devices), which covers the usual damaging events such as theft, fire, water damage, etc.. The sum insured must be at least the replacement value of the terminal provided on a rental basis (including accessories and peripheral devices); the indemnity insurance must be maintained for the duration of the term of the rental contract.
- (3) The Service Recipient hereby assigns all (including future) claims arising out of the above-mentioned insurance against damage to property to WDRS as security for WDRS's right of return in the event that the rental contract is terminated or expires; WDRS accepts said assignment. The Service Recipient shall hand WDRS the corresponding insurance certificate upon request.
- (4) During the term of the rental contract the Service Recipient is obliged to have the goods supplied by WDRS (terminals and accessories) connected solely to the network operation of the network operator commissioned by WDRS. The „network operation“ service is the subject matter of a separate agreement between the Service Recipient and WDRS.
- (5) The Service Recipient may not start operating the terminals provided on a rental basis under this rental agreement until, and may use the terminals provided on a rental basis under this rental agreement only provided that the Terms and Conditions for Participation in the Electronic Cash System of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] as applicable from time to time, the Terms and Conditions for Participation in the „Geldkarte“ System as applicable from time to time, are accepted and complied with by the Service Recipient.
- (6) Any changes or extensions, which the Service Recipient wishes to make to the terminals provided on a rental basis, shall require the prior written consent of WDRS. As regards this the provisions in Part II / Clause 1.4 apply.
- (7) For the return of the terminals provided on a rental basis (including accessories and peripheral devices) the provision in Part II / Clause 5.3 paragraph d) apply.

§ 6 Claims due to Defects, Liability

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- (1) WDRS shall repair or exchange defective terminals if the defect existed at the beginning of the rental contract. For the purposes of carrying out the repair or the exchange the Service Recipient must ensure that prior to the exchange any changes and extensions that have been made by the Service Recipient and/or by third parties commissioned by the Service Recipient are removed.
- (2) If the Service Recipient makes or extends, or has changes or extensions made to, the rented terminals (including accessories and peripheral devices) without the consent of WDRS, all claims against WDRS for defects shall cease to apply unless the Service Recipient proves that the fitness for the contractual use has not been nullified either in whole or in part by such changes or extensions.
- (3) The Service Recipient must ensure that for the purposes of rectifying a defect WDRS or a third party commissioned by WDRS has the necessary access to the respective terminal and to the information about the Service Recipient necessary for rendering performance (address, contact person, opening hours, Service Recipient's telephone number, terminal standards).
- (4) For initial defects in quality as well as defects in the rented property that arise in the course of the rental contract WDRS shall only be liable in the event of fault and, as regards this, only in accordance with the liability provisions in Part I / Clause 6. In derogation from the provision in Part I / Clause 6.4 sentence 4 WDRS's liability for the typically foreseeable damage is limited in the case of a rental of a terminal and accessories to a maximum of € 1,000 per claim for each terminal affected by a damaging event. Said limitation does not apply in the event of any fraudulent concealment of a defect.
- (5) Notwithstanding the above provisions the Service Recipient shall be entitled to have a defect in the rented property rectified by an appropriately qualified and suitable service provider and to demand reimbursement of the necessary expenses from WDRS if
 - (a) WDRS is late with rectification of the defect or
 - (b) any right to reduce the rent is excluded if use of the rented property is impaired due to circumstances, for which WDRS is not answerable. Any claims to the recovery of rent to which the renter has a statutory right (e.g. under Section 812 German Civil Code (BGB)) remain unaffected.
- (6) The Service Recipient's claims for defects in the rented property are time-barred after twelve (12) months as of the passing of risk.

§ 7 Commencement of Contract, Period of Use, Termination

- (1) If a terminal is installed and put into service by the Service Recipient or by a third party commissioned by the Service Recipient the payment obligation shall commence when the terminal is initialised (first call to the computer centre), however no later than on the first day of the month following delivery of the rental items. If there is an obligation on the part of WDRS to install the terminal on site the rental contract shall commence when the terminal is put into service unless installation is delayed due to circumstances, for which the Service Recipient is answerable; in that case the rental contract shall commence when the installation would have been possible had the Service Recipient fulfilled his obligations.
- (2) If a minimum term is stated in the Term Sheet, said term shall apply for all deliverables and services ordered in the Term Sheet.
- (3) Unless otherwise provided in the Term Sheet the minimum contractual term for the deliverables and services which the Service Recipient has ordered from WDRS shall be thirty six (36) months. Thereafter the contract shall automatically be extended by twelve (12) months each unless it is terminated with three (3) months' notice prior to the expiry of the respective term. This contractual term shall also apply to all devices, elements and additional devices, by which the subject matter of the rental agreement is, as the case may be, extended during the term of the contract.
- (4) The right of the parties to terminate for good cause shall remain unaffected. As regards this the provision in Part I / Clause 4, paragraph b) applies.

Part V – Special Conditions for the Network Operation

§ 1 Applicability, Application of the Provisions in Part I of these Terms and Conditions

If pursuant to the order form the parties have concluded a Network Operation Agreement, the general provisions in Part I of these Terms and Conditions shall apply in addition to the provisions below. In the event of any discrepancy the provisions in this Part V

shall take precedence over the provisions in Part I of these Terms and Conditions.

§ 2 General Deliverables/Routing/Transactions/ Exclusivity

If a Network Operation Agreement is concluded WDRS shall provide the following deliverables for the Service Recipient:

- (1) WDRS shall ensure - if necessary by commissioning third parties - that the Service Recipient is connected with the appropriate terminals and terminal IDs to a network operation approved by Die Deutsche Kreditwirtschaft [German Banking Industry Committee] or to a network operation system maintained by a network operator approved by Die Deutsche Kreditwirtschaft [German Banking Industry Committee] for the card-based payment systems more particularly designated in the order form; A prerequisite for this is that the corresponding terminals designated in the order confirmation have the specifications stipulated in detail in the specifications.
- (2) The technical network operator commissioned by WDRS (hereinafter referred to as „TNO“) provides technical support services (processing services and support services) for the following payment methods:
 - (a) electronic cash/Girocard
 - (b) GeldKarte
 - (c) EDD (Electronic Direct Debit System)
 - (d) credit cards
 - (e) international debit cards and
 - (f) to the extent expressly agreed in the order form, other loyalty cards as more particularly designated on the order form; the proper processing of the cards/systems set out in the Terms and Conditions of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] may not be impaired by the routing of transactions other than electronic cash/Girocard card transactions; WDRS shall carry out an incompatibility test in relation to the loyalty cards / systems stated on the order form and issue appropriate releases; any extension of the scope of services to include additional cards or services may involve additional costs, of which the Service Recipient will be advised in advance.

As part of the technical support services (processing services and support services) for the processing of electronic cash/Girocard transactions and of transactions in the EDD/electronic direct debit system the TNO commissioned by WDRS shall ensure that said transactions are processed and are introduced into the payment system.

- (3) If other network operators or service providers, who do not qualify as vicarious agents of WDRS, are used as intermediaries for supplying details, WDRS's services begin and end at the technical exchange point to or from WDRS respectively and to or from the TNO commissioned by WDRS respectively.
- (4) In the case of transactions in the EDD/Electronic Direct Debit System the TNO commissioned by WDRS will optionally, i.e. if the Service Recipient has placed a corresponding separate order for this on the order form, arrange for the card used for the respective transaction to be checked against the current restricted card list of the network operator commissioned by WDRS.

Note: The network operator's restricted card list is a file with bank details (account number and bank sort code), in respect of which restriction or blocking notices or negative information have been filed. In the case of EDD transactions where an enquiry is made against the restricted card list the transaction will be declined if the bank details are included on the blacklist. If no entry was found relating to the bank details stored on the card the EDD transaction will not be declined but will be further processed; however, it is expressly stated that there is no payment guarantee.

- (5) The TNO commissioned by WDRS shall as the case may be by engaging third parties attend to the forwarding/transmission of transaction data sent from the Service Recipient's terminal to the respective authorization system for the card transactions set out under Clause 2.2 or for GeldKarte transactions to the relevant Börsenevidenzzentrale [Central Clearing House] so-called „routing“; this particularly includes messages for authorizations, reservations, credits and cancellations. The responses received by the TNO commissioned by WDRS shall accordingly be transmitted to the Service Recipient's requesting terminal. The respectively responsible authorization system (or in the case of GeldKarte transactions: the responsible Börsenevidenzzentrale [Central Clearing House]) bears the responsibility for the content of the response; WDRS is not responsible for the correctness of the

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details transmitted to the TNO commissioned by WDRS by the respectively responsible authorization system. The response times (time that elapses between sending the transaction from, and receipt of the response by, the Service Recipient's terminal) depend on, inter alia, the line connection chosen, the transmission rate, the availability of the telecommunications service provider's data transmission network, the availability of the network operator's computer and/or of the respectively responsible authorization system's computer respectively.

§ 3 Maintenance Windows

The Service Recipient will be notified in writing by fax or by e-mail of maintenance windows that are necessary to process/maintain a proper technical network operation in accordance with this Agreement (date, duration of maintenance). Unscheduled maintenance for debugging are excepted from this provision.

§ 4 Prerequisites for Connection

- (1) TCP/IP (VPN tunnel chains), DATEX – P10/P20 -, ISDN -, and switched telephone line connections as well as DSL (SSL) can be used for the data transmission depending on the technical status of the terminal used at the respective Service Recipient. Other transmission routes must be agreed with WDRS in advance and may not be used by the Service Recipient without the express prior consent of WDRS.
- (2) The Service Recipient is obliged to ensure that the terminals used by it are capable of being accepted under the rules of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] and are approved for the EC Cash/Girocard and GeldKarte systems of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] and are technically compatible with WDRS's operating system and that of the network operator commissioned by WDRS. If the Service Recipient uses terminals in connection with this Agreement, which he has rented or which he has purchased from WDRS these prerequisites shall be deemed to have been fulfilled unless WDRS advises the Service Recipient otherwise. In the event that the approval requirements for terminals set out in sentence 1 are changed the provision of Part I / Clause 3.1 paragraph b) apply.

§ 5 The Service Recipient's General Duties

- (1) The Service Recipient undertakes that during the term of the Agreement the Service Recipient will settle transactions via payment methods that are subject to the Network Operation Agreement exclusively through the TNO commissioned by WDRS or third parties authorized by WDRS.
- (2) Close outs must be performed for all payment methods at least every seven (7) days and must be transmitted to the TNO commissioned by WDRS no later than on the seventh (7th) calendar day following the respective transaction; the close-out is an electronic data record transmitted to the TNO commissioned by WDRS and containing the details of the closing of the account for a period and allows the transactions that have occurred and not been cancelled in said period to be forwarded in the format specified by the TNO commissioned by WDRS.

§ 6 Storage of Payment Transaction Files and Close-Outs

The TNO commissioned by WDRS stores the payment transaction files for 60 days as of the last close-out of the terminal. During said period queries relating to the payment transaction are answered free of charge. For queries made beyond said period WDRS charges an enquiry fee in accordance with the price list as applicable from time to time. WDRS reserves the right to initiate a chargeable close-out at the terminal to secure the payment transaction files after the expiry of a reasonable period, but at the latest two (2) months after the last transaction.

§ 7 Special Deliverables/ec cash/Girocard and EDD

- (1) The Terms and Conditions for Participation in the Electronic Cash System of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] (Retailers' Terms and Conditions) together with the Technical Appendix as applicable from time to time (cf. Schedules VIII and IX of these Terms and Conditions) apply in the relationship between the Service Recipient and Die Deutsche Kreditwirtschaft [German Banking Industry Committee].
The Service Recipient must pay a separately agreed authorization charge for the service of the electronic cash system and for the authorization of the electronic cash transactions.
As far as the electronic cash authorization charges are concerned, the card-issuing payment service providers have granted the

processing TNO the right to merge the charges negotiated with it by way of a mixed calculation and to fix the authorization price payable by the Service Recipient as a uniform price for each of the card-issuing payment service providers. The processing TNO has thereby first weighted the prices offered to it by the card-issuing payment service providers according to the expected turnover and then, taking into account the economic and legal risks, fixed the price offered as a kind of average value. If as a consequence of its calculation the processing TNO thereby makes a profit, the cardissuing payment service providers allow the processing TNO to retain that portion for the processing TNO's efforts. On the other hand the processing TNO must compensate the banks for any shortfall.

The Service Recipient is obliged to comply with the Terms and Conditions for Participation in the Electronic Cash System (girocard System) of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] together with the Technical Appendix as applicable from time to time during the term of this Agreement.

If the Service Recipient objects to any changes to the Terms and Conditions for Participation in the Electronic Cash System (girocard System) of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] (Retailers' Terms and Conditions) together with the Technical Appendix, WDRS shall be entitled to extraordinarily terminate this Agreement with effect from the date when the changes enter into force. This method of payment is then disabled on the terminal used by the Service Recipient.

- (2) In order to use the ec cash/girocard and EDD payment methods it is absolutely imperative that the Service Recipient transmits his creditor identifier to WDRS.

- (3) For the ec cash/girocard and EDD payment methods WDRS creates transaction files from the transaction data in accordance with the following provisions and said transaction files are introduced into the payment system at the Service Recipient's option either through so-called Direct Clearing through an institution appointed by the Service Recipient (hereinafter referred to as the „Service Recipient's Bank“ („Direct Clearing, cf. under aa below) or through the network operator commissioned by WDRS („Clearing through a Network Operator Commissioned by WDRS“, cf. under bb below).

(a) Direct Clearing

With Direct Clearing WDRS or the network operator commissioned by WDRS transmits the transaction files to the Service Recipient's payment service provider (Service Recipient's Bank) for further processing (particularly debiting the cardholder and crediting the Service Recipient). A prerequisite for this type of instruction is that the Service Recipient has concluded a corresponding agreement (Agreement for Participation in the Electronic Direct Debit System - EDD Agreement) with the bank where his account is held. Otherwise there is no guarantee that the transactions transmitted in this way will be processed by the bank where the account is held.

For the ec cash/girocard and EDD payment methods the transaction files are created on a daily basis for all transactions closed by the Service Recipient by a close-out by 23.59 hours of the previous day (receipt by the TNO commissioned by WDRS of the message transmitted by the Service Recipient). Said transaction files are debit and credit files, which are created in a DTA format. The transaction files are transmitted to the Service Recipient's Bank on the day they are created within the customary banking cut-off times and via suitable systems/cable paths. If the day they are created is not a banking day the transaction files are transmitted on the next banking day following the day of creation.

Provided WDRS was not responsible for the reasons for the corrective measures the Service Recipient shall pay WDRS proportionately according to time-spent and in accordance with WDRS's agreed rates and price lists for the „representation of close-outs when cleared through central agencies („Kopfstellenclearing“)“ for carrying out proper corrections to transaction files, which have already been created, sent and not yet processed by the Service Recipient's Bank and for the transaction files to be resent by WDRS or the network operator commissioned by WDRS to the Service Recipient's service provider (Service Recipient's Bank).

(b) Central Clearing

The clearing through a network operator commissioned by WDRS is performed solely on the basis of a separate

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agreement to be concluded between the Service Recipient and said network operator. WDRS is expressly not the Service Recipient's contract partner with regard to said deliverables. Rather, the Service Recipient is provided with said deliverables solely by the network operator designated on the order form on the basis of the separate service „Provision of Clearing Services“ and the „Special Terms and Conditions for the Provision of Clearing Services“ applicable thereto of the network operator designated on the order form (as regards this cf. Part VI and Part VII respectively), which are to be agreed with the Service Recipient. A prerequisite for enabling this type of instruction is that the Service Recipient in addition to the signed Clearing Agreement presents the additional necessary identification documents to WDRS in the form required by the network operator commissioned. If central clearing cannot be enabled for reasons, for which the Service Recipient is answerable, (particularly if the above-mentioned documents are not provided) the terminal will be delivered enabled for direct clearing. In that case there is no guarantee that the transactions transmitted in this way will be processed by the bank where the account is held.

- (c) Funds Tracking Requests/ Subsequent Posting
Any tracking requests regarding completed sales must be presented by the Service Recipient no later than within 80 days together with the documents pertaining thereto (merchant receipts) as they can no longer be checked thereafter due to technical reasons and reasons relating to data protection. Any transactions still outstanding can no longer be transferred or reimbursed to the Service Recipient thereafter.

Fees charged by banks or network operators for tracking requests must be borne by the Customer separately.

If offline payments have not been posted WDRS shall present said offline payments to the network operator for posting on the basis of the merchant receipts presented by the Service Recipient. The merchant must present said merchant receipts to WDRS within 5 working days following non-execution of the posting for subsequent posting. Said receipts can be subsequently posted solely by way of the direct debit system, even if the payments concerned are ec cash payments. There is therefore no payment guarantee for said payments.

- (4) The following terms and conditions apply to the Service Recipient's participation in the EDD system:

Note: The Electronic Direct Debit (EDD) system is a signaturebased payment method in the electronic payment system. The EDD allows the Service Recipient to create debits for his customers at automated points-of-sale (terminals) through the data stored in the magnetic strip on the bank customer's card (also referred to as „Payment Card“). The debits are presented to the customer's card-issuing financial institution for honouring. There is no guarantee that said direct debits will be honoured. The electronic direct debit system is not based on any agreement between financial institutions. As regards this, the terms and conditions of the bank agreement between the Service Recipient and his payment service provider (Service Recipient's Bank) apply. Said agreement sets out, inter alia, the conditions under which direct debits are returned. If direct debits are not honoured by the cardholder's bank or are returned because the account holder stops a direct debit, the Service Recipient bears the risk. The same shall apply in the case of an EDD with restricted card list enquiries.

- (a) Only payment cards of domestic financial institutions may be used.
(b) The Service Recipient is obliged to obtain the cardholder's authorization to collect by direct debit by means of suitable sales draft (ticket) wording. The cardholder gives the direct debit authorization by signature; it must be provided on the direct debit mandate produced by the terminal with the appropriate wording printed on the front or reverse side (depending on the type of terminal). The signed sales draft (ticket) serves as proof of the mandate issued and must be kept by the Service Recipient.
(c) The Service Recipient may not account for card payments that have been declined under the electronic cash system through the Electronic Direct Debit system.
(d) When participating in the EDD system with restricted card list enquiries, the Service Recipient shall inform the cardholders participating in the Electronic Direct Debit system, of the registration of the data in the restricted card list and the conditions for deletion. The data stored are the

bank account details (account no., card sequence no. and bank identifier code) of the cardholder and the reason for the card being blocked.

- (e) The Service Recipient is obliged at his own cost to adjust sales draft (ticket) wording if and to the extent this is necessary due to statutory amendments and/or the requirement of any other relevant body, to provide additional notices about use of the data and the processing by Electronic Direct Debit and/or in the EDD system with restricted card list enquiries in the vicinity of the point-of-sale.
(f) In the event of a restricted card list enquiry the TNO commissioned by WDRS shall receive the information necessary for the request from the Service Recipient's terminal and shall pass said information on to an enquiries office. The TNO commissioned by WDRS then receives the result of the enquiry and transmits this result back to the Service Recipient's terminal. Under the electronic direct debit system with restricted card list enquiries the TNO commissioned by WDRS checks whether there is a restriction or blocking notice against the card used in the restricted card list enquiry system run by a service provider of the TNO commissioned by WDRS, in which the data of failed direct debit collections derived from card-based disposals are retrievably retained. The TNO commissioned by WDRS transmits the result of the check to the Service Recipient's terminal or point-of-sale software. A positive restricted card list enquiry confirms that the card concerned has not been reported as blocked in the restricted card list enquiry system run by the service provider of the TNO commissioned by WDRS at the time of the enquiry. This does not involve any credit-standing check, nor is any payment guarantee given or other promise to honour given by the card-issuing credit institution, the TNO commissioned by WDRS or WDRS.

- (5) Accounting for the authorization charges for ec cash / girocard and other charges:

The Service Recipient is charged the TNO's charges and the charges of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] together with the monthly statement of charges. Said charges are always accounted for in the following month.

§ 8 Special Deliverables: GeldKarte

- (1) The Terms and Conditions for Participation in the „Geldkarte“ System of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] as applicable from time to time (cf. Schedule X of these Terms and Conditions) shall apply in the relationship between the Service Recipient and Die Deutsche Kreditwirtschaft [German Banking Industry Committee]. The Service Recipient is obliged to comply with Terms and Conditions for Participation in the „Geldkarte“ System of Die Deutsche Kreditwirtschaft [German Banking Industry Committee] as applicable from time to time during the term of this Agreement.
(2) If the Service Recipient objects to any changes to the Terms and Conditions for Participation in the „Geldkarte“ System of Die Deutsche Kreditwirtschaft [German Banking Industry Committee], WDRS shall be entitled to extraordinarily terminate this Agreement with effect from the date when the changes enter into force and to disable this functionality at the terminal used by the Service Recipient. In all other respects the contracts between the Service Recipient and WDRS remain unaffected by this notice of termination and continue to apply unchanged.
(3) In order to be able to participate in the GeldKarte system the Service Recipient requires a so-called „merchant card“ („Händlerkarte“) or corresponding software.
(4) For all transactions closed by the Service Recipient by a close-out by 23.59 hours, WDRS or the TNO commissioned by WDRS shall ensure that the data are forwarded by 12.00 hours on the following banking day to the central registry. WDRS or the network operator commissioned by WDRS is at liberty to carry out several transmissions to the central registry each day.

§ 9 Information

Upon request WDRS shall provide the Service Recipient with information on the following circumstances:

- (a) Processing of ec cash/girocard and EDD transactions and their introduction into the payment system.
(b) Processing of other transactions
(c) Reasons for declining individual transactions

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§ 10 Provisions on Remuneration and Billing as well as the Remuneration and Billing of Third-Party Charges, e.g. Authorization Charges

WDRS receives service charges from the Service Recipient as remuneration for the services rendered by it, which are stipulated in the contract and the WDRS's price lists. In addition, the Service Recipient bears all of the charges caused by the Service Recipient and charged to WDRS by third parties (e.g. for return debits). Payable transactions are administration transactions such as, for example, purchase transactions, credit transactions, cancellation transactions and close-outs as well as diagnosis and initialization of the terminal. The monthly flat-rate and, if agreed, the number of transactions for the scale of charges are quoted per single terminal even if the Service Recipient operates more than one terminal.

§ 11 Term and Termination of the Terminal ID

- (1) When a Service Recipient places an order WDRS issues a terminal ID per terminal for the terminals associated with the order. The minimum term for individual terminal IDs is twelve (12) months, after which the term is automatically extended by terms of twelve (12) months each if the terminal ID is not terminated in writing with three (3) months' notice prior to the expiry of the respective term.
- (2) This Agreement on the Service Network Operation and the terminal IDs issued hereunder may be terminated with three (3) months' notice, at the earliest with effect from the expiry of the minimum term. After expiry of the notice period all of the terminal IDs issued under this Agreement will be disabled. Upon disablement of the terminal IDs all of the performance obligations owed by WDRS under this Agreement on the Service Network Operation cease.
- (3) The right of the parties to terminate for good cause shall remain unaffected. As regards this the provision in Part I / Clause 4, subclause 4.1 applies.

Part VI – Special Conditions for the Provision of ZVD Clearing Services

If the Service Recipient commissions the service „Provision of ZVD Clearing Services“ on the order form the Service Recipient commissions VÖB-ZVD Processing GmbH, 60290 Frankfurt am Main (VÖB-ZVD Processing) to perform the ZVD clearing/payment/ transaction services. The Service Recipient waives receipt of the notice of acceptance of VÖB-ZVD Processing in accordance with Section 151 German Civil Code (BGB). For the avoidance of doubt it is stated that WDRS does not become the Service Recipient's contract partner with regard to the provision of clearing services and does not provide services in this respect.

The „Special Terms and Conditions for the Provision of Clearing Services“ provided to the Service Recipient apply to the business relationship between the Service Recipient and VÖB-ZVD Processing. The Service Recipient hereby authorizes WDRS to give and receive all declarations that are necessary for the performance of the VÖB-ZVD clearing and to do so in the name of the Service

Recipient and released from the prohibition under Section 181 German Civil Code (BGB).

In order to participate in the clearing process, the Service Recipient is obliged to maintain a bank account at a credit institution domiciled in Germany and to advise of any changes to the bank account details and changes to the master data (business address) without undue delay and without being asked.

Part VII – Special Terms and Conditions for the Provision of Concordis Clearing Services

If the Service Recipient commissions the service „Provision of Concordis Clearing Services“ on the order form the Service Recipient commissions Concordis GmbH, Helfmann-Park 7, 65760 Eschborn, to perform the Concordis clearing/payment/ transaction services. The Service Recipient waives receipt of the notice of acceptance of Concordis GmbH in accordance with Section 151 German Civil Code (BGB). For the avoidance of doubt it is stated that WDRS does not become the Service Recipient's contract partner with regard to the provision of clearing services and does not provide services in this respect. The „Special Terms and Conditions for the Provision of Clearing Services“ provided to the Service Recipient apply to the business relationship between the Service Recipient and Concordis. The Service Recipient hereby authorizes WDRS to give and receive all declarations that are necessary for the performance of the Concordis clearing and to do so in the name of the Service Recipient and released from the prohibition under Section 181 German Civil Code (BGB).

In order to participate in the clearing process, the Service Recipient is obliged to maintain a bank account at a credit institution domiciled in Germany and to advise of any changes to the bank account details and changes to the master data (business address) without undue delay and without being asked.

Part VIII – Special Terms for Provision of e-Pay / transact Clearing Services

Insofar as the service recipient specifies „Provision of transact Clearing Services“ on the order form, it commissions transact Elektronische Zahlungssysteme GmbH, Fraunhoferstr. 10, 82152 Martinsried (transact) with carrying out the transact clearing / payment / transaction services. The service recipient waives receiving a declaration of acceptance from transact, in accordance with German Civil Code § 151. For the avoidance of doubt, it is expressly stated for the record that WDRS is not the service recipient's contractual partner as regards the provision of clearing services, and that WDRS does not provide any services in this respect.

For the business relationship between the service recipient and transact, the „Special Terms for the Provision of Clearing Services“