Conditions for the Use of the Product of Nexi Germany GmbH
Nexi SoftPOS (Android or iOS)

Subject matter of the Agreement

These Terms and Conditions of Nexi Germany GmbH, Helfmann-Park 7, 65760 Eschborn, Germany (hereinafter referred to as "Nexi"), govern the services of Nexi with regard to the product of Nexi SoftPOS. The software distributed by Nexi provides interested customers the possibility of using certain Android- or iOS-based smartphones as a payment terminal for the acceptance of international credit card brands. For this purpose, the Contractual Partner must load an app on its smartphone in accordance with the following contractual provisions.

A   Terms and Conditions for "Nexi SoftPOS"

1.   Inclusion of terms and conditions of contract, order of priority and background

The Contractual Partner has decided for the product "Nexi SoftPOS" of Nexi. These Terms and Conditions for "Nexi SoftPOS" govern the provision of services of Nexi and the acquiring of rights of use in the product SoftPOS.

The product Nexi SoftPOS shall initially be distributed exclusively within the scope of the product SmartPay (see Part B "Special Terms and Conditions for SmartPay" below). These Special Terms and Conditions for Nexi SoftPOS shall prevail over the provisions for the product SmartPay.

The provisions of Part C "Terms and Conditions for the Use of the "Nexi Merchant Portal" via the Internet" below shall apply additionally with regard to the use of the "Portal" required for the product SmartPay. These Special Terms and Conditions of Nexi for SoftPOS shall prevail over the `Terms and Conditions for the Use of "Nexi Merchant Portal" via the Internet´.

These Terms and Conditions for "Nexi SoftPOS" form an integral part of the electronic Contract Form based on which the Contractual Partner makes its declaration of intent to enter into a contractual agreement. In the event of any discrepancies, the provisions of the electronic Contract Form shall prevail over these Special Terms and Conditions for "Nexi SoftPOS", the Terms and Conditions for SmartPay and the Terms and Conditions of Nexi for the Use of the "Nexi Merchant Portal" via the Internet.

The processes for coordinating and identifying the content required by law of contract and supervisory law and the submission of the necessary declarations of intent by the Parties (onboarding processes) shall take place exclusively using the system SmartPay. The product SoftPOS shall be made available for the Contractual Partner via the MyPayments app. The onboarding process via SmartPay shall additionally include registering on the following technical platforms of third-party providers:
-   If the Contractual Partner decides for the iOS solution, the registration shall take place with Apple.
-   If the Contractual Partner decides for an Android solution, the registration shall take place with softpay.io.

After successful onboarding, the Contractual Partner shall receive a welcome e-mail with a download link for the MyPayments app for the respective platform (App Store if iOS is used / Play Store if Android is used).

Initially, the Nexi SoftPOS product shall not be capable of receiving girocard payment transactions and routing them to the network operator. Once developments are sufficiently advanced so that the Nexi SoftPOS product is also capable of receiving and processing girocard payment transactions, Nexi shall additionally offer these services to the Contractual Partner. By submitting the first girocard payment transactions to Nexi for settlement, the Contractual Partner agrees to the applicable contractual provisions of Nexi for the services relating to the processing of girocard payment transactions. Furthermore, the Contractual Partner in this way agrees to the Terms and Conditions for Merchants of the German Banking Industry Committee as well as to the Technical Appendix to the Terms and Conditions for Participation in the girocard Scheme of the German Banking Industry (Merchant Terms and Conditions). When providing the information on the activation of functionality, Nexi shall send the Contractual Partner the links by which the Contractual Partner obtains access to the aforementioned Terms and Conditions.

To the extent the Contractual Partner has decided for accepting payment cards, the Contractual Partner shall additionally enter into an acceptance agreement with Nexi which shall contractually include the Terms and Conditions of Nexi for Acceptance and Settlement of Credit and Debit Cards.

Terms and conditions of business of the Contractual Partner shall under no circumstances apply.

2.   Interpretation

The terms used in these Terms and Conditions for "Nexi SoftPOS" shall have the same meaning as the terms defined in the Special Terms and Conditions for the product SmartPay. However, this shall apply only unless otherwise expressly stipulated in the Terms and Conditions for "Nexi SoftPOS".

3.   Obligations on the part of the Contractual Partner

The Contractual Partner shall provide Nexi with all information that is required by it or subscribers for implementing the selected contractual solution for cashless payments. The Contractual Partner shall immediately notify Nexi in writing of any changes to the data provided by the Contractual Partner in the service agreement. This applies in particular to
a)   changes in the legal form or business name;
b)   changes of address and/or bank details;
c)   a change in the place of business at which the services underlying the card transactions submitted are provided;
d)   the sale or lease of the enterprise, other change in ownership and/or cessation of business;

e) the transfer of the Contractual Partner's or its direct or indirect shareholders' shares or any other economically comparable measures leading to a change of control of the Contractual Partner or its direct or indirect shareholders, in particular where individual shareholders hold more than 25 % of the shares or voting rights in the Contractual Partner;

f) report faults, defects and damage of the SoftPOS application. These shall be notified to Nexi without undue delay via the Nexi Merchant Portal.

4 Features of the product Nexi SoftPOS

4.1 General

4.1.1 The product Nexi SoftPOS is offered with the features Tap to Pay on iPhone and Tap to Pay on Android Device. The Contractual Partner shall itself decide whether it wishes to use the product Nexi SoftPOS on an Android-based smartphone or on an iPhone.

4.1.2 The product Nexi SoftPOS consists of a mobile payment application and a backend system. The backend system is connected with the smartphone, hereinafter referred to as COTS Device (as defined under Part A Section 4.6) via an app (see Part A Section 4.3 below). That enables the respective COTS Device to be used as a contactless mobile payment terminal.

Nexi and the holder of the rights in the respective features of the product Nexi SoftPOS have entered into licensing agreements based on which Nexi has the right to provide its customers with the contractual services relating to the product Nexi SoftPOS.

4.1.3 In the context of operating the product SoftPOS, Nexi performs the communication including further transmission of transaction data between the backend system and Nexi as acquirer, where applicable with the help of further service providers (the "PSP Services"). The provision of the PSP Services is set out hereinafter in Part A Section 4.7 below.

4.1.4 The product Nexi SoftPOS and the PSP Services do not cover any acquiring services nor any POS services/POS software. Acquiring services, if requested by the Contractual Partner, shall be provided for in a separate contract with Nexi including separate terms and conditions (see penultimate paragraph of Part A Section 1 above).

4.2 Subcontractors

Nexi shall have the right to use third parties ("Subcontractors") for the provision of the contractual services to the Contractual Partner.

4.3 The SoftPOS application

4.3.1 The Contractual Partner may download and install the SoftPOS application (app) depending on the operating system of the supported COTS Device selected by the Contractual Partner (iPhone or Android Device) from the App Store or Google Play Store to its COTS Device (see Part A Section 4.6 below). The installation is required in order for the Contractual Partner to activate the SoftPOS application.

To activate its SoftPOS application using an iPhone, the Contractual Partner must moreover give its Apple ID, complete the registration on the technical platform in the app and among other things accept the GTCs of Apple in the MyPayments app. If the Contractual Partner uses an Android Device, the Contractual Partner must log into a Google account on the COTS Device in order to access the Play Store.

4.3.2 The right of use in the SoftPOS application granted to the Contractual Partner for the respective store is a non-transferable and non-exclusive right limited in term, subject matter and territory to use the respective app. The Contractual Partner shall thus exclusively have the right to use the contractual software in such a way as is required for the proper use of the contractual software (and not for any other purpose) and only within the contractually agreed territory (for the definition of territory, see Part A Section 4.12 below). The Contractual Partner shall follow instructions transmitted by Nexi in text form regarding the clarification of rights of use in the SoftPOS application.

4.3.3 No ownership, title or similar in the SoftPOS application shall be transferred to the Contractual Partner. The holder of the SoftPOS rights reserves all rights in the SoftPOS application.

4.3.4 The Contractual Partner shall not have the right to transfer in whole or in part the rights of use in the SoftPOS application, the Nexi SoftPOS product or other contractual claims under this Agreement to third parties.

4.3.5 The Contractual Partner shall not use any reverse engineering method to decrypt the SoftPOS application or the backend system. The Contractual Partner warrants that it has not copied, modified, processed, consolidated or changed the contractual systems and the contractual software, including but not limited to source codes, object programs, software files, data running in the local computer memory, data transferred from the COTS Devices of the customers to servers, server data, etc. The Contractual Partner, without first having received the prior written consent of Nexi or the respective holder of the SoftPOS rights, shall not make any changes or add any additional functions in addition to the original functions of the systems or software provided for within the scope of these Terms and Conditions.

4.4 Connection to the system platform (backend system)

4.4.1 The Contractual Partner shall submit only those payment transactions using its COTS Device via the backend system (- hereinafter referred to as "**SoftPOS Platform**" -) to Nexi for settlement which are not impermissible based on statutory or official provisions or accessible requirements of the respective holder of the SoftPOS rights or of Nexi.

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Under the contractual cooperation, each Party shall comply with all relevant laws, official requirements and all requirements of the respective holder of the SoftPOS rights accessible to them. The Contractual Partner shall use the training opportunities made available by the holder of the SoftPOS rights or of Nexi on the use of the SoftPOS Platform.

4.4.2 The Contractual Partner confirms that it is not subject to any law or order or decision of an authority or a court which in any way restricts its capacity to perform its obligations under this Agreement.

4.5 No liability on the part of Nexi for non-authorised transactions

The Contractual Partner acknowledges that determining and proving that payments and other transactions were duly and properly authorised via the SoftPOS platform shall fall under its responsibility. Nexi shall not be liable to the Contractual Partner for non-authorised transactions.

4.6 Devices

4.6.1 The Nexi SoftPOS application runs on a serial production device with an IOS or Android operating system, i.e. a "**COTS Device**" (COTS =commercial off the shelf = standard product from serial production), which enables use of a contactless payment terminal. Nexi recommends the Contractual Partner, prior to purchasing the COTS Device from the manufacturer itself or from its website, to inform itself about what specific COTS Device model at the time of the purchase planned by the Contractual Partner supports the SoftPOS application in the system and therefore can be used for the contractual purpose. Suitable COTS Devices among other things always have an imbedded NFC antenna (proximity reader). Unless Nexi informs the Contractual Partner otherwise, a COTS Device must always run with the latest version of the respective operating system.

4.6.2 The Contractual Partner must procure required COTS Devices on the market itself and bear all the costs associated therewith. The Contractual Partner, not Nexi, is responsible for the operability of the COTS Device.

The Contractual Partner shall consequently bear all costs associated with the use and operation the COTS Devices, e.g. power and consumables. To use the Nexi SoftPOS Application on the COTS Device, the Contractual Partner shall moreover require an Apple ID or a Google account (see Part A. Section 4.3.1 above).

4.7 PSP services

4.7.1 Nexi shall make available to the Contractual Partner those PSP services necessary to transfer the payment transactions of the Contractual Partner performed with the Nexi SoftPOS device to Nexi as acquirer and where applicable in future to third parties as acquirers.

4.7.2 Nexi shall have the right to interrupt use of the PSP services if this is required for the repair, maintenance or improvement of the PSP services or for any other justified reasons. Nexi shall endeavour as far as possible to limit the interruptions to times of low sales and to notify the Contractual Partner of any interruption of the PSP services sufficiently in advance.

4.8 Security

4.8.1 The Nexi SoftPOS services shall include the performance of payment transactions via one or more EMV payment networks. Nexi shall monitor the transactions to identify any fraudulent acts, without having an obligation towards the Contractual Partner to do so. The respective holder of the SoftPOS rights shall monitor the COTS Devices in use without having an obligation towards the Contractual Partner to do so, and may e.g. block the user IDs for transactions if the respective holder of the SoftPOS rights has good reason to suspect that the security of a COTS Device or its connection to the Nexi SoftPOS platform might be compromised. Such suspicion might be justified e.g. by suspicious apps installed on the device or unusual patterns of use.

4.8.2 After activation of the downloaded Nexi SoftPOS application on the respective COTS Device, the COTS Device must be monitored and controlled by the Contractual Partner and/or its service providers at all times and protected against access by third parties to prevent misuse. A COTS Device may not be used as an unsupervised payment terminal.

4.9 Updates to the Nexi SoftPOS application

The Contractual Partner shall update the respective Nexi SoftPOS application to ensure its latest version is available. If the update has not been made by the Contractual Partner on its own initiative, the Contractual Partner shall make the update on request by Nexi. Nexi shall be entitled but have no obligation towards the Contractual Partner to check the version of the software on its COTS device(s). If advisable for technical reasons due to the required processes and if possible, the Contractual Partner shall permit Nexi at its request to initiate the update of the Nexi SoftPOS application itself. However, the Contractual Partner shall have no claim to the update being performed by Nexi.

Use of a software version that is older than the latest version shall be at the Contractual Partner's own risk. The latest version can be downloaded from the App Store or, as the case may be, the Google Play Store unless expressly notified otherwise by Nexi.

The Contractual Partner shall on the request of Nexi coordinate with Nexi on the upgrades of the Nexi SoftPOS application.

4.10 Data acquisition by the holder of the Nexi SoftPOS rights

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The respective holder of the SoftPOS rights shall have the right to collect data on the SoftPOS product and to carry out corresponding analyses in order to improve the performance and functionality of the Nexi SoftPOS product.

4.11 Separate grounds of contract terminations, suspension of services

4.11.1 Nexi shall have the right to terminate this Agreement without observing a notice period or to suspend the performance of this Agreement if it should turn out that, in the context of the contractual cooperation, the Contractual Partner is in breach of or had breached this Agreement, laws, official requirements or requirements of the respective holder of the SoftPOS rights accessible to the Contractual Partner.

4.11.2 On the basis of its existing licensing agreement with Nexi, the respective holder of the SoftPOS rights shall have the right at any time – in cases of doubt also without reasons – to terminate or suspend the cooperation with Nexi. Nexi shall then have the right to terminate this Agreement with the Contractual Partner at the same time or to suspend the contractual provision of services to the Contractual Partner for the same period. A termination of this Agreement with the Contractual Partner or suspension of the contractual provision of services to the Contractual Partner based on the decision-making chain as described may establish a claim for damages on the part of the Contractual Partner only if the actions taken by the respective holder of the SoftPOS rights are based on a conduct attributable to Nexi that breaches the licensing agreement, laws, official requirements of the respective holder of the SoftPOS rights. Section 7.2 below of this Part A of the `Terms and Conditions for the Use of the Product of Nexi Germany GmbH Nexi SoftPOS (Android and iOS)´ shall apply additionally.

4.11.3 On the basis of the existing licensing agreement, the respective holder of the SoftPOS rights shall have the right at any time and for any period of time to amend, discontinue or suspend, or to prevent or prohibit further use, of individual or all functions, of the user interface or of other aspects of the SoftPOS platform (regardless of whether such aspects are software, hardware or part of the SoftPOS platform). Once Nexi learns of such intention or such actions, Nexi shall as far as possible inform the Contractual Partner immediately about the intention of the licensor and notify the Contractual Partner based on the information available to Nexi of the possible duration of such discontinuation or suspension and (where applicable) the intended date of resumption. The provisions for damages in the preceding Section 4.11.2 of Part A of these Terms and Conditions shall apply mutatis mutandis in the cases described.

4.12 Permitted territory of use

The Contractual Partner may use the product Nexi SoftPOS only for its points of sale and only in the permitted territory of use. Unless expressly agreed otherwise, the permitted territory of use shall be limited to the country in which the Contractual Partner has its registered office (in each case the "Territory"). For example, the Territory for contractual partners having their registered office in the Federal Republic of Germany shall be limited to the Federal Republic of Germany and for those having their registered office in the Republic of Austria to the Republic of Austria.

5. Fees, invoices and set-off

5.1 For the contractual services of Nexi, the Contractual Partner shall pay the fees specified in the electronic Contract Form and, to the extent thus agreed in the electronic Contract Form, the fees specified in the Nexi schedule of prices. The payment obligation of the Contractual Partner shall commence upon provision of the contractual app.

5.2 Transaction-related fees within the meaning of this provision comprise card-based payment transactions concluded as well as administrative transactions that require the establishment of a connection to the SoftPOS platform for the purpose of data transmission (card-based payment transactions include purchases, cancellations, credits, declined transactions, etc.; administrative transactions include reconciliation, network diagnosis, etc.).

5.3 If the Contractual Partner has its registered office in the Federal Republic of Germany, the fees shall be exclusive of VAT, which shall be added at the applicable statutory rate.

For contractual partners having their registered office outside the Federal Republic of Germany, the following shall apply:
The Contractual Partner hereby declares that it is a business operator as defined in Articles 9-13 of the EU VAT Directive and that it is using the procured services for its business relevant to VAT. Nexi charges its services without stating VAT and prepares invoices that meet the requirements of Articles 226-240 of the EU VAT Directive. The Contractual Partner shall promptly provide a VAT number issued by the competent financial authority. This shall serve as evidence of its status as a business operator. Where the Contractual Partner's assurances in relation to its status as a business operator or the business use of services do not hold true, it shall, on first demand, indemnify Nexi against any and all resulting damages. This shall apply in particular to both input tax losses incurred by Nexi due to ongoing input tax amounts or adjustments in accordance with Article 177 in conjunction with Article 184 of the EU VAT Directive, and associated additional tax charges, especially interest on arrears in accordance with section 233a AO. The Contractual Partner is aware that the value of the input tax losses bears no relation to the service fee.

5.4 Shipping costs shall be invoiced to the Contractual Partner additionally. The fees shall be charged to the Contractual

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Partner based on the direct debit mandate to be granted by the Contractual Partner.

5.5 Nexi shall issue the Contractual Partner with an invoice for the fees to be paid and shall make it available in the Portal. The Contractual Partner must check these invoices for accuracy and completeness without undue delay after receiving them. Objections relating to the inaccuracy or incompleteness of transaction records or statements must be raised by the Contractual Partner within four weeks of receipt.

5.6 The payment obligation of the Contractual Partner shall commence upon possibility of contractual use or contractual use of the SoftPOS application. Operational readiness exists if at least one payment card can be processed.

5.7 The Contractual Partner may set off claims from Nexi exclusively with claims which are undisputed or established as res judicata.

5.8 Nexi is entitled to set off its claims for payment with receivables of the Contractual Partner from the acceptance of credit cards.

6. Warranty, liability and indemnification obligation

6.1 Warranty of Nexi for the SoftPOS application

6.1.1 Nexi warrants that the SoftPOS application is not impaired with defects that annul or diminish its value or fitness for its normal use or such use as required in accordance with contract. This shall not include any insignificant diminishment in value or fitness. The Contractual Partner is aware that it is not possible based on the current state of the art to create a program that is completely free of defects.

6.1.2 The warranty term shall be twelve months and shall commence upon the app being downloaded by the Contractual Partner. It shall be extended by the number of days during which a result of defects it has not been possible to use the SoftPOS application in accordance with the specified tasks for more than twelve hours provided that the Contractual Partner has notified Nexi of such downtimes in each case in writing without undue delay and such downtimes are not attributable to the Contractual Partner.

6.1.3 Remediation of defects shall be made by (regular) provision of software updates. The Contractual Partner shall report defects to Nexi without undue delay after their discovery in text form; the respective report shall be made together with a clear description of the defects.

6.1.4 If an examination concludes that a defect in fact does not exist, Nexi may request a reimbursement of expenses from the Contractual Partner.

6.1.5 The warranty shall not apply if the Contractual Partner itself changes programs or has them changed by third parties without Nexi's consent. That shall not be the

case if the Contractual Partner proves that the defects in question were not caused by the program changes made by it or the third party.

6.1.6 If serious defects are not remedied within one week from the proper notification of defects by Nexi being received or mitigated by an appropriate temporary solution, the Contractual Partner may set a reasonable grace period for Nexi stating that it will refuse remediation of defects after expiry of such period. After expiry of the period, the Contractual Partner may rescind the software licence agreement or request reduction of the remuneration if the defect has not been remediated on time.

6.2 Liability on the part of Nexi

6.2.1 Nexi's liability shall exist in the case of wilful intent and gross negligence.
In the case of slight negligence, Nexi shall be liable only for breach of material obligations whose non-performance jeopardises the achievement of the purpose of the Agreement or the very fulfilment of which is a prerequisite for the performance of the Agreement and on which the Contractual Partner may rely (cardinal obligations). In all other cases Nexi's liability for slight negligence, without prejudice to liability for damages arising from injury to life, limb and health and for damages for which Nexi is liable by reason of a guarantee as to quality or condition (Beschaffenheitsgarantie) or under the German Product Liability Act (Produkthaftungsgesetz – ProdHaftG), shall be excluded.

6.2.2 Where obligations the very fulfilment of which is a prerequisite for the proper performance of the agreement, and on the compliance with which the Contractual Partner normally relies and may rely, are breached by slight negligence, Nexi shall be liable up to an amount equal to the fees paid by the Contractual Partner to Nexi in the previous twelve (12) months starting from the point in time of the damage event for provision of the SoftPOS software, but at least for an amount equal to € 500. If a contractual term of twelve months has not yet elapsed at the time of the damage event occurring, the fees paid by the Contractual Partner up to such time shall be annualised for twelve months.

6.2.3 In any case, Nexi's liability in the case of slight negligence shall be limited to the usual and typically foreseeable direct damage caused by Nexi in such cases.

6.2.4 Liability on the part of Nexi for loss of profit is excluded in the case of simple and gross negligence.

6.2.5 Without prejudice to the provisions in Sections 6.2.1 to 6.2.4 above, Nexi shall not be liable for
a) Damage due to inappropriate or improper use, or other use not provided for in the Agreement; incorrect operation; incorrect or careless handling; chemical, electrochemical or electronic influences; or changes or repair work performed by the Contractual Partner or a third party without the prior consent of Nexi

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b) Exceedance of deadlines, unless these were acknowledged by Nexi as binding
c) Loss of interest incurred to the Contractual Partner due to late value dates
d) Network bottlenecks, outages and malfunctions that are caused by Deutsche Telekom or another network provider and their private branch exchanges
e) Outages or obstructions that are caused by authorisation schemes
f) The replacement of data, unless Nexi has caused its destruction intentionally or as a result of its gross negligence and the subscriber has ensured that these data can be reconstructed from other data sources (e.g. from keeping slips or documentation or from back-ups) with reasonable effort

6.2.6 Nexi shall be responsible for negligence on the part of persons it uses for the performance of its contractual obligations to the same extent as its own negligence.

6.3 Liability on the part of the Contractual Partner

6.3.1 The Contractual Partner is liable to Nexi for the following:

a) Damage to property, financial loss and personal injury culpably caused by it or persons it has authorised to fulfil its contractual obligations.
b) Damage caused by improper or negligent/inappropriate handling, especially as a result of the use of COTS devices not supporting the SoftPOS application or caused by the impact of third-party devices from the Contractual Partner's sphere of risk such as electronic retail security systems, as well as the consequences of that;

6.3.2 The Contractual Partner shall be responsible for negligence on the part of persons it uses for the performance of its contractual obligations to the same extent as its own negligence.

6.4 Indemnification obligation on the part of the Contractual Partner

In addition to the liability provisions set out in Section 6.31 above, the following shall apply. The Contractual Partner shall indemnify Nexi in particular from such damages arising as a result of one of the following scenarios attributable to it, even if the respective damage arises only as a result of demands made by third parties against Nexi:
- any breach of this Agreement by the Contractual Partner;
- Contractual Partner's failure to comply with applicable laws, official requirements, or with requirements of the respective holder of the SoftPOS rights brought to the attention of the Contractual Partner;
- submission by the Contractual Partner of non-authorised transactions for settlement;
- breach of trademark rights of Nexi or of the respective holder of the SoftPOS rights caused by the Contractual Partner during the performance of this Agreement;
- damages to Nexi caused by the Contractual Partner.

7. Term, termination for convenience

7.1 The provisions of this Section 7 on the contract term shall apply unless otherwise provided for in the electronic Contract Form.

7.2 In the electronic Contract Form, the Contractual Partner shall choose the minimum contract term desired by it which shall be subject to the termination notice periods as set out below.

- An agreement subject to a minimum contract term of 30 days may be terminated for the first time on two weeks' notice for the end of the minimum contract term . If it is not terminated for the end of its minimum contract term, the term shall be renewed automatically for an indefinite period. It may then be terminated on one month's notice.

- An agreement subject to a minimum contract term longer than 30 days may be terminated for the first time on three months' notice for the end of the minimum contract term . If it is not terminated for the end of its minimum contract term , the term shall be renewed automatically for an indefinite period. It may then be terminated on three months' notice.

- If the Contractual Partner does not choose any minimum contractual term in the Contract Form, the Agreement shall run for an indefinite term and may be terminated on three months' notice.

7.3 If Nexi discontinues the distribution of the product SoftPOS as a whole, Nexi shall have the right to terminate this Agreement on the use of the product Nexi SoftPOS on one month's notice to the Contractual Partner for the end of a calendar month.

7.4 The right to termination for good cause without notice on serious grounds is reserved. Good cause for termination without notice by Nexi shall exist in particular if

a) despite Nexi's request, the Contractual Partner fails to comply with its duty to provide information pursuant to Section 3 above,
b) the Contractual Partner is not (no longer) in possession of the licenses, permits and/or other permissions required for the performance of its business operations and/or these have been withdrawn and/or prohibited for any reason whatsoever,
c) there is a transfer (in whole or in part) of the Contractual Partner's or its direct or indirect shareholders' shares or any other economically comparable measures leading to a change of control of the Contractual Partner or its direct or indirect shareholders,

7.5 Notices of termination must be given in text form.

8. Confidentiality and data protection

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The Parties mutually undertake to treat as confidential all information that the respective other Contracting Party has expressly indicated as confidential, or which is recognisable as confidential based on its content, and to not make this information accessible to third parties. This obligation shall apply in particular to operational and commercial secrets of a Contracting Party that become known during the performance of the agreement. Employees of affiliates of the Party obligated under this clause shall not be deemed third parties within the meaning of this clause. Such persons may thus also be informed about confidential content on a need-to-know basis provided that such employees are subject to an obligation to maintain confidentiality to the same extent as in this clause.

The Parties shall ensure that the employees and third parties used by them for data processing have received training on and observe the provisions of the General Data Protection Regulation.

9. Place of jurisdiction, applicable law

Frankfurt am Main is the exclusive place of jurisdiction. The law of the Federal Republic of Germany shall apply between the two Parties. The terms of the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.

10. Other provisions

These contractual Terms and Conditions are supplemented by the provisions in Part B and C below. All parts constitute uniform contractual Terms and Conditions. The order of priority is set out in this Part A Section 1 above.

If the Contractual Party uses additional products of Nexi, additional contractual Terms and Conditions of Nexi shall apply.

Nexi may change or amend these contractual Terms and Conditions provided that Contractual Partner is notified of this in text form. Changes or amendments shall be deemed to have been acknowledged by the Contractual Partner unless it objects to the same in text form within a period of two months from receipt. Nexi shall expressly point out this consequence to the Contractual Partner in such a notification. The time limits shall be deemed to have been observed if the objection has been posted to the Nexi Portal within the two-month period. If the Contractual Partner exercises its right to object, the changes in the legal relationship between the Contractual Partner and Nexi shall not take effect and Nexi shall be entitled to terminate this Service Agreement by notice of termination for good cause on a further two months' notice in text form. This right of termination shall expire within three months of receipt of the Contractual Partner's objection.

Changes or amendments to these contractual Terms and Conditions shall require text form. This also shall apply to a waiver of the requirement for text form itself.

The invalidity of individual provisions of these contractual Terms and Conditions shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision most closely approximating the commercial purpose of said invalid provision.

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B Special Terms and Conditions for SmartPay

1. Use of the SmartPay Platform

For the purpose of contact with Nexi, the Contractual Partner has decided for the use of Nexi's SmartPay Platform with the aim of entering into an agreement with Nexi for the SoftPOS product.

To the extent the Contractual Partner decides to accept payment cards of the international credit card brands, the Terms and Conditions of Nexi Germany GmbH for Acceptance and Settlement of Credit and Debit Cards (Switzerland) shall additionally apply, which additionally include separate SmartPay provisions.

2. Conclusion of agreement

By accepting the contents of the electronic Contract Form, the Contractual Partner submits to Nexi the offer to enter into an agreement with Nexi on the basis of the terms and conditions thus accepted by it. Conclusion of the Agreement of the Parties shall take place by way of confirmatory acceptance by Nexi to the Contractual Partner.

3. Obligation to maintain a SEPA direct debit mandate/ Special termination right/ discontinuation of service in the case of return debits or invalid SEPA direct debit mandates

For the duration of the agreements entered into with Nexi using the SmartPay Platform, the Contractual Partner shall maintain a SEPA direct debit mandate in favour of Nexi. Without such SEPA direct debit mandate, Nexi shall be entitled to charge the Contractual Partner a separate fee for a settlement by way of transfer scheme pursuant to the Schedule of Prices and Services of Nexi. Nexi shall further be entitled to effect termination of the acceptance agreement for good cause without observing a notice period. This special termination right shall continue to exist for as long as the Contractual Partner has not issued any SEPA direct debit mandate to Nexi.

In the event of unauthorised return debits or invalid SEPA direct debit mandates, Nexi shall be entitled to discontinue payments to the merchant from transaction execution or to set off its receivables owed by the Contractual Partner against the receivables of the Contractual Partner owed by Nexi from the payment transactions submitted for settlement.

4. Payment interval

Data records of the card transactions received in full by Nexi shall be processed on the next Hesse bank working day ("Acquisition Date") provided that the data records have been received by Nexi by 23:59:59 hours of the previous day. The processed transactions shall then be instructed for payment to the banking account specified by the Contractual Partner on the Hesse banking day following the Acquisition Date (T+2). If the Parties agree a different payment interval in the electronic Contract Form or otherwise individually, the Agreement thus entered into

shall take priority over the payment interval set out hereunder.

5. Use of Nexi Merchant Portal/access to notifications/obligation to notify faults

In the context of the product SmartPay, the purpose of the Nexi Merchant Portal (see additionally Part C below "Terms and Conditions of Nexi for the Use of the "Nexi Merchant Portal" via the Internet") in particular shall also be to transmit to the Contractual Partner contractual partner notifications on the contractual terms (information on the current Schedule of Prices and Services of Nexi, updated terms and conditions, requirements of the card organisations, termination, etc.) and contract implementation (settlement of submitted Card transactions and the fee to be paid, etc.) and to enable the Contractual Partner to communicate with Nexi in the same way (reporting of faults and damage, purchase orders (if the Contractual Partner is not in default with payments), termination). The Contractual Partner shall open the Nexi Merchant Portal regularly, however, at least once a week, to apprise itself of the notifications. If the Contractual Partner does not previously access a notification, the respective notification of Nexi shall be deemed to have been received by the Contractual Partner after the seventh day from having been posted in the Nexi Merchant Portal. If the Contractual Partner previously accesses a notification, the notification shall be deemed to have been received from the time when the notification was accessed.

With regard to chargeback management, which currently still takes place by e-mail communication, see Part C Section 3 below.

6. Verification obligations of Contractual Partner/approvals

The Contractual Partner shall check the transaction statements or bills for correctness and completeness immediately upon receipt. Any objections due to incorrectness or incompleteness of the transaction statements and settlement statements issued shall be raised by the Contractual Partner via the Nexi Merchant Portal in text form within two weeks after they have been received. For observance of the time limit, it shall suffice for the objection to be posted in theNexi Merchant Portal.

If the Contractual Partner does not raise its objections in time within the specified time limits, this shall be deemed approval.

7. Separate terminate notice requirement for different users of the Nexi SmartPay Platform

During use of the SmartPay Platform of Nexi, the Contractual Partner regularly enters into contracts with more than one provider. A termination served on one provider having used the SmartPay Platform shall not have any effect on the agreement entered into with another provider also having used the SmartPay platform. If the Contractual Partner wishes to also terminate the agreement it has entered into with the other provider, it

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must also submit a separate additional notice of termination to such other provider.

C Terms and Conditions for the Use of the "Nexi Merchant Portal" via the Internet

1. Subject of performance

    The use of the Nexi Merchant Portal enables the Contractual Partner to retrieve account statements for card transactions submitted to Nexi and, if desired, to make use of other services that are further specified in the Nexi Merchant Portal (regarding the use and verification obligations, see also Section 5 and Section 6 of Part B above of these Terms and Conditions). Further information about the application possibilities of the Nexi Merchant Portal can be found in the application notes as well as terms of use and downloaded there.

    The account statements shall be held for a limited period of at least twelve months for retrieval by the Contractual Partner. The Contractual Partner shall itself ensure any required fulfilment of its retention duties.

2. Registration and use

    In order to use the Nexi Merchant Portal, the Contractual Partner shall appoint in the electronic Contract Form a person with access authorisation as well as the associated email address to be used for online contact and as a user ID. The person appointed shall receive a password for initial registration. For the further use of the Nexi Merchant Portal, the person with access authorisation shall choose an independently generated password ("user password") after initial registration and acceptance of the terms of use. The legitimate superuser named to Nexi is permitted to create additional users and to assign specific rights within the Nexi Merchant Portal. The Contractual Partner shall obligate its authorised users to treat the user password confidentially.

3. Chargeback management (management of chargebacks and receipt requests of issuers of payment means/payment cards)

    Until a switch-over is made to the Nexi Merchant Portal, chargeback management shall take place by e-mail communication. The Contractual Partner shall therefore be responsible for opening its e-mail account at short intervals in order not to miss any deadlines for chargebacks and receipt requests.

    After the switch, it will be imperative for communication for chargeback management for Visa and Mastercard transactions to take place via the Nexi Merchant Portal. Consequently, communication in connection with chargebacks of card issuers and receipt requests shall then be carried out exclusively via the Nexi Merchant Portal. The Contractual Partner shall then therefore be responsible for opening the chargeback module at short intervals when using the Portal in order not to miss any deadlines for chargebacks and receipt requests.

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