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# General Terms and Conditions

CCV GmbH

June 2020

# General Terms and Conditions of CCV 2020

These General Terms and Conditions (GTCs) apply to all products and services and terms that are more specific that apply only to certain products and services.

## A. General Provisions

### 1 Definitions

- 1.1 Account holder: a person (consumer or company) who wishes to pay for the products and/or services offered by the customer (shop owner or webshop) using a payment method assigned to the account holder.
- 1.2 Acquirer: the institution that, where required through CCV, receives and processes electronic payments for customers by requesting the account holder's issuer to confirm authorization requests.
- 1.3 General Terms and Conditions: these terms and conditions (the general provisions in section A. as well as the specific provisions in sections B. to F.).
- 1.4 Authorization or authorization request: the process whereby an account holder (or the customer on behalf of the account holder) requests consent to use a payment method to purchase the customer's products and/or services.
- 1.5 CCV: (all group entities of) CCV Group B.V.
- 1.6 Bank account: the business IBAN number provided by the customer to which CCV submits received payments.
- 1.7 Supervisor: a body that supervises CCV on a statutory basis, such as the Autoriteit Consument en Markt (ACM), the Autoriteit Financiële Markten (AFM), Autoriteit Persoonsgegevens (AP), De Nederlandsche Bank (DNB), but also foreign supervisors such as the Nationale Bank van België and the German BaFin
- 1.8 Terminal: a device approved by CCV within the national borders of the country in which CCV is active, which is intended to carry out transactions and/or transactions for the refund of payments made by cash card.
- 1.9 CCV: the limited liability company under German law CCV GmbH and (all group entities of) CCV Group B.V.
- 1.10 Chargeback: a transaction, which is successfully reclaimed at the request of the account holder or issuer in accordance with the relevant Scheme Rules and which results in the cancellation of a transaction for which a customer has been or should have been paid. If a chargeback occurs for a transaction that has already been settled between the Customer and CCV, this results in an unconditional obligation for the Customer to immediately repay to CCV the amounts paid by CCV in respect of the cancelled transaction, so that CCV can return these funds to the Account Owner via the Scheme Owner or the Acquirer.
- 1.11 Collecting-Payment methods: Payment method where CCV acts as a collecting payment service provider (collection of various transactions) and as an intermediary between the customer and one or more acquirers in the processing of transactions. In the case of a collecting payment method, CCV processes the transaction for the customer in complete form.
- 1.12 Data connection: the mobile or fixed telecommunications service offered by CCV (such as mobile data connections between payment terminals and the CCV network and/or telephone services), as specified in the agreement.
- 1.13 Depot: an amount of money managed by CCV and retained by CCV from funds to be paid to the customer and/or individually deposited by the customer with CCV at CCV's request as security for chargebacks, penalties, refunds or transactions for the reimbursement of payments made by cash card and costs owed to CCV.
- 1.14 Depotniveau: the minimum amount of the securities account determined by CCV for the customer and notified to the customer.
- 1.15 Services: the services specified in the agreement and provided by CCV, such as management information services and/or the provision of software.
- 1.16 Documentation: the operating instructions and manuals provided by CCV in connection with the products and services; in particular, the system specifications set out in the additional terms and conditions for payment methods.
- 1.17 Log-in data: the (combination of) data with which the customer can log in to CCV or to a product or service. Such as the combination of a user name and password or unique (PIN) code, by means of which the customer can customize his data, purchase products and/or services and receive management information from the systems provided by CCV to the customer (such as MyCCV).
- 1.18 Force majeure: all situations that are not reasonably attributable to CCV or over which CCV has no decisive control. For example, failure of Internet and/or other telecommunications connections, power supply,

communication networks or equipment. Malfunctions in the software of CCV or of third parties engaged by CCV, computer viruses and attacks (DDoS or otherwise), a possible non-accountable failure of third parties or suppliers engaged by CCV, boycott actions, the outbreak of hostilities, riots and war, terrorist attacks, fire, explosions, floods, breakdown of machinery, measures taken by any domestic, foreign or international authority, measures taken by a supervising body and any other circumstances beyond the control of CCV.

- 1.19 Installation: the preparation of products and/or services for application.
- 1.20 Issuer: the party (banks) which enables an account holder to use a payment method and which has concluded a contract with the account holder for this purpose.
- 1.21 Customer: the legal entity (or its legal successors) or natural person with whom CCV has concluded an agreement, including a partner, webshop or shop owner.
- 1.22 Defect: a defect of a product or the non-fulfilment of a service in the sense that the product or the service does not have the agreed quality or for any other reason is to be classified as defective under the applicable law.
- 1.23 MyCCV: the central online customer environment of CCV.
- 1.24 Non-Collecting-Payment methods: payment methods where CCV acts as a distributing payment service provider and is not responsible for the payment of the funds to which the customer is entitled under the authorizations.
- 1.25 Partner: a contracting party with which CCV enters into a (permanent) cooperation.
- 1.26 PCI-Conditions: The security standards drawn up by the PCI Security Standards Council and forming part of the Scheme Rules, including those for the transmission, processing or storage of card data or payment data (PCI DSS) and the secure processing and transmission of Personal Identification Numbers (PIN) during the processing of online and offline payment card transactions (PCI PIN). The PCI Terms and Conditions can be consulted at <https://www.pcisecuritystandards.org>.
- 1.27 Plug & Play: the provision by CCV of the relevant product and delivery to the customer so that the customer can connect and use the product himself.
- 1.28 Products: the objects mentioned in the agreement (such as payment machines) and the software sold, rented, loaned or put into use by CCV to the customer.
- 1.29 Refund or transactions for the refund of payments made by cash card: a (partial) chargeback of a specific transaction where funds are returned to the account holder at the initiative or request of the customer.
- 1.30 Payment Services Directive: Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market or any directive or regulation replacing it.
- 1.31 Scheme Owner: the party offering or regulating a particular payment method (for example Apple Pay, Mastercard, Visa, etc.).
- 1.32 Scheme Rules: the set of articles of association, rules, regulations, operating rules, procedures and/or exemptions established by the scheme owners, as amended or supplemented over time, to which the customer must adhere when using the payment method in question. CCV will endeavor to provide customers with the latest versions of the Scheme Rules applicable to them via the website or MyCCV. The Scheme Rules issued by the Scheme Owner or Acquirer at any one time are the only ones binding on the Customer.
- 1.33 Written/in written form: by letter, e-mail, fax or MyCCV.
- 1.34 Software: the software supplied or made available by CCV to the customer by CCV or third parties, including apps and POS systems.
- 1.35 Stichting Derdengelden: the Stichting Beheer Derdengelden CCV in Arnhem, the Netherlands. Stichting Derdengelden receives and manages the funds received on behalf of the customer. Stichting Derdengelden is linked to CCV as a different monetary unit and is therefore included by De Nederlandsche Bank (DNB) in its supervision.
- 1.36 Transaction: ec-cash / ec-chip / girocard online / offline, SEPA- ELV, SEPA- ELV-online, credit cards, PinTixx, customer cards, cash cuts, network diagnostics, Maestro, V PAY as well as negative authorization requests and cancellations.
- 1.37 Transport: the electronic transport of data using the dedicated transaction execution infrastructure.
- 1.38 Support: the service agreed between CCV and the customer, whereby CCV provides the customer with a helpdesk for user questions and fault reports and - depending on the type of customer service agreement concluded - remedies the fault and/or defect.
- 1.39 Agreement: the agreement between CCV and the customer regarding the supply of products and/or services by CCV to the customer.
- 1.40 Regulations: the rules supplementing the agreement, including, but not limited to, the Scheme Rules, the PCI Terms and Conditions, the Acquirer's terms and conditions and any other rules as may be amended and/or supplemented from time to time by CCV, the Scheme Owners, the Acquirer or the Supervisor.

- 1.41 Payment confirmation: confirmation - via CCV - from the issuer that the authorization is positive.
- 1.42 Payment service(s): a payment service as defined in Annex 1 of the Payment Services Directive.
- 1.43 Payment interface: an electronic connection facility offered by CCV to the customer to send transactions to CCV.
- 1.44 Payment method: a method offered by the scheme owner (including debit or credit cards or a mobile app) to enable account holders to make payments to a customer, such as online and offline bank transfers and automatic direct debit.

## 2 Applicability

- 2.1 These GTCs apply to all offers and agreements by which CCV supplies products and/or services to the customer. The GTCs shall only apply if the buyer is an entrepreneur (§ 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law. Section A ("General Provisions") of these GTCs applies to all offers and agreements in which CCV provides products and/or services to a customer. Section B with D shall only apply if CCV supplies the products and/or services mentioned therein and/or to the customer.
- 2.2 In the event of any contradiction between Section A ("General Provisions") and the more specific Sections B through D inclusive, the more specific Sections shall prevail over the General Provisions. In case of contradictions between more specific sections, the higher level sections shall prevail (e.g. section A.I takes precedence over A.II, A.II takes precedence over B.I, etc.). With regard to possible contradictions between the GTC and the contract or other additional contracts, the following order of precedence applies: (a) contract, (b) other agreement (c) GTC.
- 2.3 Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or written confirmation by CCV.
- 2.4 In addition, the merchant terms and conditions apply - conditions for participation in the electronic cash system of the German banking industry (<https://www.ccv.eu/de/agb/>).
- 2.5 The customer's general terms and conditions of purchase, sale or other terms and conditions (within the meaning of § 305 para. 1 BGB (German Civil Code)) shall not apply. These are expressly contradicted. They are not applicable to the existing contractual relationships between the contracting parties, even if they have been included in the context of an order/contract.
- 2.6 CCV may amend these General Conditions and/or the agreement if the situation so requires. This may be necessary, for example, when CCV introduces a new product or service or when the rules are adapted by a scheme owner. CCV shall publish the latest version of the General Conditions and/or the Rules on its website. At the time when the change is published on the website, it will also come into force. By continuing to use the products and/or services of CCV, the customer automatically accepts the amended General Conditions and/or the amended agreement. Unless otherwise agreed, the General Terms and Conditions in the version in force at the time of the customer's order or, in any event, in the version most recently communicated to him in text form shall apply as a framework agreement also to similar future agreements, without CCV having to refer to them again in each individual case.
- 2.7 Legally relevant declarations and notifications of the customer in relation to the agreement (e.g. setting a deadline, notification of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
- 2.8 References to the validity of legal regulations have only clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GTC.

## 3 Establishment of an Agreement

- 3.1 All offers, including the prices, remuneration and periods stated by CCV, are without engagement and non-binding and may be revoked by CCV unless they are expressly marked as binding or contain a specific period of acceptance. Offers marked as binding shall be binding on CCV for one (1) week. The customer guarantees the correctness and completeness of the data transmitted to CCV by him or on his behalf, on which the offer of CCV is based.
- 3.2 Unless otherwise agreed or stated in these GTCs or in the Additional Terms and Conditions, the signing of an offer (quotation) or an agreement made by normal means of communication by the customer shall constitute a contract as soon as this is confirmed by CCV.
- 3.3 Agreements are concluded by the customer signing an offer or - in the case of agreements concluded at a distance (e.g. by telephone, e-mail, MyCCV or via the CCV website) - when CCV has confirmed the request or order

to the customer in writing. If the agreement is concluded by the customer by telephone or via the website, the relevant data can be recorded by (voice)logging.

- 3.4 The customer agrees that, if and insofar as a signature is required for the conclusion and/or amendment of an agreement, consent by means of log-in data is sufficient.
- 3.5 If the customer wishes to purchase payment services from CCV as part of the agreement, CCV must carry out a (re-)boarding and screening procedure in accordance with the applicable laws, rules and regulations relating to the customer. In this case, the entire agreement (including the non-payment services) is only concluded under the condition precedent that CCV has accepted the customer concerned. CCV will inform the customer as soon as possible after this procedure has been completed if the customer is not accepted. If the customer is accepted, CCV shall begin to perform the agreement.
- 3.6 Without prejudice to the foregoing, CCV shall always have the right to refuse an inquiry or order without stating reasons, without being obliged to pay any (damage) compensation to the customer. CCV shall notify a refusal within 4 weeks.
- 3.7 The customer guarantees to CCV that the contact person(s) indicated by the customer is/are authorised to perform legal acts on behalf of the customer within the scope of the agreement.
- 3.8 The customer undertakes to open a business account, which is exclusively available for the services of CCV and is activated for cashless payment transactions (for SDD and SCC files) and to use it for the services of CCV.
- 3.9 For the purpose of data transmission, the customer must trigger the day-end closing function of the terminal at least within seven days.
- 3.10 The customer authorises CCV, exempting itself from § 181 BGB (German Civil Code) and with the permission to grant sub-authorisation, to negotiate the fees according to section 6 of the merchant terms and conditions for participation in the electronic cash system of the German banking industry with the card-issuing banks or their concentrators.

#### **4 Contract performance, acceptance, transfer of risk, delivery and packaging, return of old equipment**

##### **4.1 Performance of the Agreement**

- a. CCV shall do everything in its power to meet its obligations. The customer acknowledges and understands that CCV is dependent on external factors over which CCV has no decisive control in the performance of its obligations. CCV cannot therefore guarantee that the products and services will always function without restrictions, interruptions, defects or malfunctions.
- b. CCV reserves the right to make changes or improvements both to the products and services and to the documentation and procedures, insofar as this is necessary for the purpose of eliminating defects, improving quality or reducing costs and is reasonable for the customer, without the customer being entitled to any compensation. The customer is obliged to accept these improvements and changes and to follow CCV's instructions for their implementation.
- c. If the customer comprises several legal entities or natural persons or companies, or if the contract has been concluded jointly by several customers, they are jointly and severally liable and obliged to fulfil all obligations arising for the customer under the contract.
- d. Upon first request by CCV, the customer shall provide CCV with all necessary cooperation free of charge to enable CCV to perform the agreement, including the granting of access to the customer's sites, computer systems and Internet environments for support and installation purposes.
- e. The customer shall act with due care and shall be responsible for the use of the products and services which CCV makes available to the customer by rental, hire or other means.
- f. CCV is authorised to use the services of third parties in the execution of the agreement. CCV shall exercise due care in the selection of these third parties.

##### **4.2 Acceptance and transfer of risk**

- a. Unless otherwise agreed, delivery condition EXW (registered office of the CCV Company concerned) shall be applicable according to INCOTERMS 2020.
- b. The place of performance for all obligations arising directly or indirectly from this contractual relationship is the registered office of CCV.
- c. The customer undertakes to accept the delivery item within 14 days of notification of readiness for delivery. Any storage costs after the transfer of risk shall be borne by the customer.
- d. The customer must inspect the delivery item for defects or incorrect delivery immediately, but at the latest within 10 days of receipt. Obvious defects must be reported to CCV immediately. In this connection, CCV

expressly draws the attention of the customer to the consequences of § 377 para. 2 HGB (German Commercial Code).

- e. If the customer is in default of taking delivery of the goods, CCV shall be entitled to withdraw from the agreement after a period of grace of fourteen (14) days or to claim damages for non-performance. The statutory provisions on the dispensability of setting a period of grace shall remain unaffected thereby. If acceptance of the goods to be delivered is delayed at the request of the customer or as a result of circumstances for which the customer is responsible, CCV may, after the expiry of one month from notification of readiness for delivery, charge a storage fee of 0.5 % of the net selling price of the goods to be delivered per month or part thereof, but not exceeding a total of 5 %. Both parties reserve the right to prove that the actual storage costs were lower or higher.

#### 4.3 Delivery and packing

- a. Unless otherwise agreed, the delivery period shall begin with the dispatch of the order confirmation, but not before the submission of the documents, licenses and permits to be provided and obtained by the customer and only if the agreed terms of payment from this order and other orders as well as the customer's obligations are complied with.
- b. In the event of obstacles for which CCV is not responsible with regard to the operative business of CCV or of CCV's suppliers - in particular as a result of strikes, lawful lock-outs, government orders and other cases of force majeure - the delivery period is automatically extended. The delivery period shall be extended by the duration of the obstacle plus an appropriate start-up phase. The same shall apply in the event of operational disruptions, shortage of raw materials, operating materials or means of transport and in the event of late, non-conforming or insufficient deliveries by suppliers of CCV, provided that CCV is not responsible for these circumstances and provided that they can be proved to have a material influence on the delivery of the object of delivery. Nor shall CCV be responsible for the aforesaid circumstances if they occur during an existing delay. CCV shall inform the customer as soon as possible of the beginning and the probable end of such obstacles. The foregoing restrictions shall not apply to transactions for delivery by a fixed date.
- c. If the customer fails to state when setting a deadline whether he continues to insist on performance or whether he exercises his right to withdraw from the agreement, CCV shall be released from its obligation to perform until receipt of such declaration. If the customer has not notified its decision in this regard within a further period of two weeks, CCV shall be entitled to withdraw from the agreement, provided that CCV has notified the customer thereof in writing. This shall apply without prejudice to any claim for damages by the customer and shall otherwise be subject to the conditions set forth in Section 10.
- d. CCV reserves the right to make partial deliveries of products or services and to invoice these partial deliveries insofar as this is reasonable for the customer.
- e. Unless otherwise agreed, the customer shall take care of the installation of the product.
- f. The opening of packaging by authorities does not constitute a defect in the performance of CCV. CCV is not liable in this case. This also applies to deliveries "free domicile".

#### 4.4 Take-back of old equipment

- a. The customer undertakes to properly dispose of the delivered goods after the end of their use (so-called old devices) at his own expense in accordance with the statutory provisions.
- b. If the customer resells the delivered goods to a commercial third party, he is obliged to take back the goods from this third party after the end of their use and to dispose of them properly. The customer is free to bind the third party by a corresponding disposal obligation.
- c. The customer shall indemnify CCV from the obligations pursuant to § 10 para. 2 ElektroG (manufacturers' obligation to take back the goods) and any related claims of third parties, irrespective of their nature.
- d. CCV's claim to takeover/exemption in accordance with the above provisions shall not become statute-barred before three years have elapsed from the final termination of use of the delivered goods. This three-year period shall begin at the earliest upon receipt by CCV of a written notice from the customer of the termination of use.
- e. Upon request, the customer must prove that he has taken organisational measures for the proper disposal of old equipment and how these are organized in detail. If the customer has entered into disposal obligations with its buyers or other third parties, it must inform CCV of this on request.

## 5 Temporary decommissioning

- 5.1 CCV may temporarily suspend the products and the provision of services if CCV (possibly on the instructions of an involved third party) deems this necessary and if it is reasonable for the customer to do so on the basis of:
- a. safety and integrity,
  - b. the performance of necessary (preventive) maintenance work,
  - c. the repair of defects,
  - d. repairing faults or adapting and improving CCV's computer systems.
- 5.2 CCV will, if possible, arrange for such a shutdown to take place outside office hours and will inform the customer of the planned shutdown as soon as possible. As the above-mentioned shutdown is in the interest of the Customer, CCV shall in no event be obliged to perform, compensate or indemnify the customer. In this connection, the customer shall accept any adaptations and changes and follow CCV's instructions regarding their implementation in order to maintain or improve the quality of the products and services.

## 6 Warranty, statute of limitations

### 6.1 Warranty

- a. The customer is entitled to the statutory warranty rights, as set out in particular in §§ 434 ff. BGB (German Civil Code) are determined. In the case of defects, whose cause was already present at the time of the passing of risk, the Customer shall have a claim to rectification or replacement, at the option of CCV. If CCV fails to remedy a defect covered by the warranty obligation of CCV, or if further attempts at remedy are unreasonable for the customer, the customer may demand a price reduction instead of remedy or withdraw from the agreement. In all other respects, the statutory provisions shall apply.
- b. The warranty does not include work on site at the customer's premises and in particular does not include claims for reimbursement of dismantling and installation costs incurred for replacement of the purchased item. Excluded from the warranty are such defects or faults that can be proven to have been caused by external force or improper handling. Furthermore, wear and tear and accessories are excluded from the warranty.
- c. References to certifications (e.g. DK), DIN or CE standards shall only serve as information on the delivery item. A warranty of characteristics in the sense of § 443 BGB (German Civil Code) requires an express agreement or specification.
- d. It is solely up to the customer to verify the suitability of CCV's products and services for his purpose. Any liability for the suitability of CCV's products or services for the customer's purposes are subject to CCV having confirmed or warranted the suitability in writing.
- e. The customer must notify CCV immediately of any defects.
- f. The warranty obligation expires,
  - - if the customer has used the product improperly;
  - - if the customer has made changes to the product without the separate written consent of CCV.
- g. The customer's right to compensation is subject to the provisions of section 10 and 12 of these GTCs; § 444 BGB (German Civil Code) remains unaffected.
- h. The customer shall only be entitled to withdraw from the agreement and to claim damages instead of performance for breach of non-performance-related obligations pursuant to § 241 para. 2 BGB (German Civil Code) over and above the statutory provisions if the customer has given CCV a prior written warning and CCV has nevertheless not remedied the breach of obligation.
- i. If a defect brought forward by the customer can't be reproduced, the product is not considered defective. In this case, CCV shall be entitled to compensation for its efforts to an extent that is reasonable and customary at the customer's location.
- j. CCV cannot completely exclude the possibility of data loss. The customer must therefore back up his data at regular intervals. In the event of a loss of data, the customer must retain the documents necessary for recovery. Obligations to pay damages to the customer exist exclusively in accordance with section 12 of these GTCs.

### 6.2 Statute of limitations

- a. Warranty claims and claims of the customer are subject to a limitation period of twelve (12) months from the transfer of risk. This does not apply to claims according to § 438 para. 1 no. 2 BGB and § 634a para. 1 no. 2 BGB (German Civil Code).
- b. Claims for damages, which are not related to a defect, shall become expire after one year from the end of the year in which the claims arose and the customer became aware of the circumstances giving rise to the claim or should have become aware of them without gross negligence.

- c. The provisions of section 6.2a. to 6.2c. of these GTCs shall not apply insofar as the claims are based on a wilful or grossly negligent breach of duty on the part of CCV, injury to life, body or health, liability under the Product Liability Act or further-reaching mandatory statutory liability; otherwise § 444 BGB (German Civil Code) shall remain unaffected.

## **7 Duration, termination and consequences of the Agreement**

- 7.1 The (initial) term of the agreement is stated in the agreement. If no term is specified therein, the Agreement will have a term of one (1) year. The term of the Agreement will be automatically extended by one (1) year after the expiry of the initial term, unless otherwise specified in the agreement or unless the agreement has been terminated in due time and with legal effect.
- 7.2 The agreement may be terminated in writing both by CCV and by the customer at the end of the (extended) term of the agreement, subject to a notice period of at least three (3) months. If the customer terminates the agreement by telephone or via the website, the relevant data can be recorded by (voice)logging.
- 7.3 A premature and interim termination of the contract by the customer is not possible.
- 7.4 CCV shall be entitled to dissolve the agreement in whole or in part without notice of default and with immediate effect, without being obliged to make repayment or pay damages, if:
  - a. a (provisional) suspension of payment or debt rescheduling is applied for or granted in respect of the customer or if there is talk of a problematic credit rating
  - b. an insolvency application is filed with respect to the customer or the customer is declared insolvent,
  - c. all or part of the customer's assets have been or will be seized,
  - d. the customer's company or a substantial part of it is dissolved or discontinued,
  - e. the legal form, articles of association or regulations of the customer are or have been changed,
  - f. the customer is a partnership: if the partnership agreement has been or will be amended or if the composition of the partners changes,
  - g. the customer's company or legal entity is or has been dissolved, merged or split up,
  - h. in the event of fraud (or suspicion of fraud) or actual use of a product or service by the Customer contrary to the purpose previously stated by the Customer and/or in the event of a breach of a provision (section 1.39), a contract (section 1.38) or these GTCs by the Customer,
  - i. a legal obligation to do so, for example, if the customer is no longer allowed to be a customer during (re-)boarding due to failure to comply with the relevant CCV customer due diligence guidelines or if the customer does not (or no longer) comply with the regulations
  - j. in connection with serious interests of CCV or another company of the CCV Group B.V., CCV cannot reasonably be required to continue the provision of services based on the agreement after the customer has been informed thereof in writing.
- 7.5 If the customer terminates the agreement and has already received services from CCV for the performance of the agreement, these services and the associated payment obligation cannot be reversed. The payment obligation of the customer remains in force. This shall be different if the customer proves that CCV is in default with regard to the services. Amounts invoiced by CCV prior to dissolution in connection with the work already performed or delivered by CCV for the performance of the Agreement shall be due directly at the time of dissolution.
- 7.6 If the agreement ends prematurely due to an effective termination without notice by CCV or due to a premature termination by the customer which is not based on a reason that would entitle the customer to terminate the agreement without notice, the customer shall pay CCV 100% of the non-performance-related remuneration due until the regular end of the agreement. The customer shall be entitled to prove that CCV has suffered no loss or a substantially lower loss. CCV shall remain entitled to prove higher damages.
- 7.7 After the termination of the agreement, for whatever reason, the customer will:
  - a. return all products that he has rented or that have been made available to him on loan directly to CCV or, at the request of CCV, return them to CCV at his expense. If CCV has to collect the products from the customer, the costs of such collection shall be borne by the customer.
  - b. stop the use of the service and immediately cease to use all software made available, and - if this is the case - immediately delete (or uninstall) from its systems all copies (for example, a copy or a reproduction) made thereof.

## **8 Data modification and relocation of the customer**

- 8.1 The customer shall inform CCV of any such changes at least 30 days before any change takes effect at the customer's premises (e.g. account number, contact person, e-mail addresses of contact persons, changes in

shareholders, sale of a company, etc.) by means of the usual means of communication. Any costs incurred by CCV in connection with the processing of such changes shall be charged separately and in full to the Customer, irrespective of whether the customer has a service agreement.

- 8.2 The customer shall inform CCV of any such move with services or products provided by CCV for use by the customer at least 30 days before the planned move, using the usual means of communication. The customer shall bear the costs of the removal of the products or services and any necessary (updated) installation. The relevant activities shall be carried out by CCV at the hourly rates of CCV applicable at the time.
- 8.3 If it becomes apparent that the services agreed with CCV can't be provided at the new address, an appropriate solution will be sought. If no reasonable solution can be found, CCV shall be released from the obligation to provide these services. In such a case, CCV shall not owe the customer any compensation. The customer shall continue to owe CCV all outstanding claims. CCV also has claims within the meaning of section 7.6 of these GTCs.
- 8.4 The customer may only assert a claim against CCV for a change if the customer informs CCV of such change in writing in good time using the usual means of communication. The entry of a change in a public register cannot be claimed against CCV if CCV has not been informed of the change.

## 9 Remuneration and payment type

- 9.1 By entering into the agreement, the customer has agreed to pay the fees owed to CCV for the products and services to be provided.
- 9.2 The customer agrees to the electronic receipt of invoices ("e-billing").
- 9.3 All amounts owed by the customer as well as fees according to section 6 of the merchant terms and conditions for participation in the electronic cash system of the German Banking Industry, will be collected (in advance) by direct debit from the customer's account number stated in the contract (or SEPA) or in any other way communicated by the customer to CCV. The customer guarantees that there is always sufficient credit on the account in question. If necessary, the customer will cooperate in the granting of the necessary authorizations to enable CCV to carry out the direct debit procedure. In this connection, the customer guarantees the accuracy of the data provided by CCV. If the customer has granted CCV an authorization for direct debit (SEPA authorization), the invoice shall be deemed to be advance notice of this direct debit.
- 9.4 If subsequent payment by invoice is agreed with the customer, a payment period of fourteen (14) days after the invoice date shall apply. CCV shall be entitled to charge a fee in the event of subsequent payment by invoice.
- 9.5 CCV will always send invoices by e-mail. If the customer wishes to receive an invoice in paper form, CCV may charge a fee for this.
- 9.6 Payments made by the customer to CCV will always be considered as payment of the longest outstanding debt, even if the customer states otherwise when making payment.
- 9.7 CCV reserves the right to adjust its prices and remuneration annually within reasonable limits. In addition, CCV shall always have the right to pass on to the customer price increases from CCV's suppliers and rising costs resulting from laws and regulations.
- 9.8 With the exception of any statutory prohibition of set-off, CCV is entitled to set off any claims CCV may have against the customer against any claims the customer may have against CCV. The customer shall only be entitled to set-off if and to the extent that the customer's counterclaim arises from the same contractual relationship, or if the counterclaims have been finally adjudicated, recognized by CCV or are undisputed. The customer may exercise any right of retention only if his counterclaim is based on the same contractual relationship.
- 9.9 If an amount owed by the customer cannot be collected by direct debit or if the customer does not meet his payment obligations in any other way, the customer shall be legally in default without further reminder and/or notice of default in this respect. In such case, CCV shall be entitled to charge the statutory interest rate pursuant to § 288 para. 2 BGB (German Civil Code) for the period from the due date of the invoice until the date of its full settlement, without prejudice to any other rights of CCV, including the right of CCV to immediately suspend its obligations (including the performance of the services of CCV) in whole or in part, without limitation.
- 9.10 The customer is obliged at the first request of CCV to provide adequate security or a down payment to be determined by CCV in connection with its payment obligations and other obligations arising from this agreement. Until such security is provided, CCV shall be entitled to suspend all or part of its obligations. CCV shall be entitled to exercise all rights under this section independently without having to consult with or obtain the consent of the party who has provided security. If CCV accepts justified reasons, CCV shall be entitled to provide further security over and above the existing security. The (further) security may consist of, among other things:
  - a. the retention of a certain sum or percentage of the amounts to be paid to the customer;
  - b. the provision of a specified sum as security;

c. the provision of a (bank) guarantee.

9.11 CCV is entitled to charge special costs to the customer. Such costs are, for example, costs arising out of execution, or costs arising for CCV out of a conflict or legal proceedings between the customer and a third party to which CCV is not a party. They also include internal costs and any costs CCV may have to pay for legal assistance, consultancy fees and costs for additional reporting.

## 10 Liability

10.1 Without prejudice to the following limitations of liability, CCV shall be fully liable for

- damage to life, body and health caused by persons employed by CCV to perform its obligations towards the customer;
- damage caused intentionally or by gross negligence by persons employed by CCV to perform its obligations towards the customer;
- damages according to the product liability law.

10.2 In the event of damage to property and financial loss caused by negligence, CCV shall only be liable in the event of breach of material contractual obligations, i.e. in the event of a breach of a contractual obligation, the observance of which is essential for the proper performance of the contract and on which the customer relies with regard to the limitation of liability. This liability is limited to the damages, which were typical and foreseeable at the time of conclusion of the agreement. This also applies in particular to indirect damages and loss of profit.

10.3 CCV is not and will never be liable in the event that the origin of the damage can be attributed to the customer, e.g. (but not limited to) the case of an attributable failure on the part of the customer in connection with section 10.1 of these GTCs.

10.4 The aforementioned exclusions and limitations of liability apply to the same extent with regard to and in favour of the organs, legal representatives, employees and other vicarious agents of CCV.

## 11 Force majeure

11.1 To the extent not already provided for by applicable law, CCV shall not be liable for damage and shall be released from the performance of any obligation if damage is the consequence of force majeure or if CCV is prevented from performance by force majeure.

11.2 If the circumstance of force majeure lasts longer than two months or it is considered certain that it will last at least that long, both parties are entitled to terminate the agreement by notice of termination without being obliged to compensate the other party for any damages. If a situation of force majeure occurs, the party concerned shall immediately inform the other party by the usual means of communication and, if necessary, provide the necessary evidence.

## 12 Intellectual property, right of use for products and services and indemnification

12.1 All intellectual property rights relating to products, services, documentation and (the content of) CCV's websites are the exclusive property of CCV or its suppliers. The customer acknowledges these rights and warrants that it will refrain from any infringement of these rights.

12.2 By entering into the agreement, the customer receives a non-exclusive and non-transferable right of use for the software and/or services supplied by CCV. This right of use is limited to the duration of the agreement. Unless otherwise agreed in the agreement, the customer may use the products and services provided exclusively in and for his own company or organization for the purpose intended.

12.3 CCV shall indemnify the customer against any legal claims by third parties based on the allegation that the products or services provided by CCV infringe any intellectual property rights effective in Germany, if the customer

- a. immediately informs CCV of the existence and content of such a legal claim by the usual means of communication
- b. leaves the handling of the case, including settlement efforts, entirely to CCV. For this purpose, the customer shall provide CCV with the necessary powers of attorney and information and offer its cooperation in order to defend itself - if necessary, on behalf of the customer - against such legal claims.

If and to the extent that the customer is responsible for the infringement of property rights, CCV shall not be obliged to indemnify the customer. This shall apply in particular if CCV manufactures the goods on behalf of and according to plans and specifications of the customer and the infringement of property rights is due to the plans and specifications of the customer, or if the customer uses the goods for a purpose other than they were intended for, modifies them or uses them together with products not provided by CCV and this circumstance leads to the

infringement of property rights. In such cases the customer is obliged to indemnify CCV internally against any claims of third parties.

- 12.4 If it is irrevocably determined by a court of law that the products or services provided by CCV infringe the intellectual or industrial property rights of third parties, or if CCV determines that such infringement is likely to occur, CCV will, to the extent possible, ensure that the Customer can continue to use the provided products or functionally equivalent products without interruption:
- a. the supply of a functionally equivalent substitute product,
  - b. an adjustment of the components responsible for the non-compliance, or
  - c. the receipt of a right of use (licence) in favour of the customer.

If CCV is unable to ensure that the customer can continue to use any goods provided or delivered by CCV without interruption, or can only do so in a way that is (financially) unreasonably for CCV, CCV shall take back the goods provided or delivered against a credit note in the amount of the purchase costs minus a reasonable usage fee. In such a case, CCV shall consult with the customer before deciding on further action. The extent of CCV's liability is otherwise limited by section 10 of these GTCs.

- 12.5 The customer is obliged to notify CCV immediately, in writing, of any disturbances, defects, damage and the exercise of rights by third parties, which affect CCV. This includes in particular the duty of the customer to inform CCV immediately of all events, which give rise to the suspicion of misuse or manipulation of payment transaction terminals used for the payment instruments covered by the contract. These are, for example, theft of payment transaction terminals at the customer's premises, burglary at the customer's premises or loss of payment transaction terminals. Furthermore, the customer shall inform CCV immediately of any suspicion of manipulated debit cards or other manipulations or attempts at deception that have been presented.

### 13 Marketing Messages

The customer may not use in publications or marketing messages the existence of a business relationship with CCV, nor the (brand) name or logo/picture mark of CCV, unless CCV has given its written consent thereto.

### 14 Confidentiality

- 14.1 The customer is obliged to maintain absolute confidentiality with regard to all information of which he knows or should reasonably be aware of a confidential nature. Under no circumstances will the customer undertake any actions, such as (but not limited to) rooting and/or jailbreaking, that could have a detrimental effect on the confidentiality of the confidential information provided to the customer. Confidential information shall in any event include all data of CCV or of third parties employed or appointed by CCV, including all financial data of which the customer becomes aware as a result of the performance of the agreement, as well as the software and all data that CCV has provided to the customer in connection with the use of the products and/or services (e.g. means of authentication, information on security measures, etc.).
- 14.2 The obligation of confidentiality does not apply to information which at the time of acquisition has already been published or was generally accessible to third parties, which becomes publicly accessible without the customer's intervention or which becomes accessible to the customer by a third party without violation of law or an obligation of secrecy by the third party.
- 14.3 The customer is obliged to take adequate technical and organisational security measures to protect (confidential) data of CCV and third parties that he receives in the course of the execution of the agreement against loss and/or any form of unlawful processing. The customer will thus agree the same confidentiality obligations with his employees and/or third parties acting on his behalf who have direct access to the data referred to in the previous paragraph, and will guarantee CCV that his employees and/or third parties will comply with these obligations.
- 14.4 All data on transactions will be used by the customer only in connection with the execution of the agreement. The customer will not process or use the data on payment methods or account holders for any other purpose, nor will he sell or make the data available to whomsoever, in any form whatsoever, except to acquirers, scheme owners or at the request of a competent judicial body, state authority or supervisory body. The customer understands that a breach of this provision constitutes a breach of the laws and regulations protecting the personal data of the relevant account holder and the customer shall be liable for the consequences of his actions and the actions of his employees or contractors.
- 14.5 The customer is informed that, inter alia due to legislation relating to financial supervision, CCV is obliged in certain circumstances to share information (inter alia) with supervisors, such as in relation to suspicious transactions or breaches of security. CCV may be entitled to disclose this information within the limits of the law.

## 15 Use of login data and tokens

- 15.1 The customer himself is responsible and liable for any use of the login data issued and/or assigned to him or created by him or the tokens issued and/or assigned to him.
- 15.2 CCV may assume that a user who identifies himself/herself as a customer by means of the log-in data is actually that customer. Any (legal) acts or omissions vis-à-vis CCV that have been saved sent or performed using the login data are binding on the customer.
- 15.3 As soon as the customer knows or has reason to suspect that log-in data and/or a token has fallen into the hands of unauthorised persons or has been misused in any other way, the customer will notify CCV immediately, without prejudice to the customer's own obligations to take immediate and effective action.
- 15.4 CCV reserves the right to delete the information stored by unauthorised end users or to prevent access to it. CCV also reserves the right to suspend its service to the customer (in whole or in part) in the event of (suspected) unauthorised use or disclosure of the login data or token. The customer shall bear all costs culpably incurred as a result of such unauthorised use or misuse and shall be liable for all damages, if any, incurred by CCV or its suppliers as a result of the customer's negligence.

## 16 Data protection/processing of personal data

- 16.1 The parties undertake to comply with relevant data protection regulations. CCV may process personal data in the performance of the contract. In this context, a distinction is made between the following: If CCV processes personal data purely for the customer and not for its own purposes, CCV shall act as processor. When CCV (also) processes personal data for its own purposes, CCV acts as jointly controller.
- 16.2 In a general sense, i.e. irrespective of CCV's role as processor or jointly controller of the data, the following applies:
  - a. The customer guarantees that all personal data provided by the customer to CCV, including personal data provided by the customer's customers, may be processed by CCV in the context of the performance of the agreement and compliance with the legal obligations of CCV.
  - b. CCV expressly draws the customer's attention to the fact that many scheme owners are classified as processing managers. The use of the payment method in question usually implies that (personal) data is passed on to the scheme owner concerned and processed by them for their own purposes, one or the other in accordance with the more detailed explanation in.
  - c. The customer shall indemnify CCV against any legal action brought by third parties, for whatever reason, in connection with the processing of personal data under the agreement.
  - d. CCV is entitled to process personal data if required to do so by a provision of Union or national law applicable to it. In this connection, CCV draws the customer's attention in advance to the fact that (i) CCV is subject to administrative obligations, as a result of which (personal) data must be stored on a long-term basis, (ii) supervisors have extensive statutory investigative powers and (iii) the police and public prosecutor's office may request data, if necessary after an authorisation from the investigating magistrate. In such cases (i.a. i - iii) CCV will not always be able or even allowed to inform the customer of such processing.
- 16.3 When CCV acts as jointly responsible, the following applies:
  - a. If the mutual contractual relationship between CCV and the customer is purely contractual, CCV processes personal data of employees and other service providers of the customer, for taking pre-contractual measures, executing the contract, carrying out marketing activities and market research, complying with legal obligations and for other purposes stated in the privacy policy. The customer acknowledges that he/she has received a copy of the Privacy Policy at the time of the conclusion of the agreement or has read (the latest version) it on CCV's website.
  - b. When executing payment services for the customer, personal data of persons other than the customer's contractors and other service providers may also be processed. If CCV and the customer are deemed to be jointly and severally responsible for such processing, CCV is entitled to unilaterally lay down the resulting allocation of responsibilities in (supplementary) regulations. CCV is entitled to amend the relevant regulations in the meantime. The customer shall, if necessary, inform the party/parties involved of the core of this distribution of responsibility.
- 16.4 When CCV acts as a processor, the following applies:
  - a. The parties hereby agree that the customer shall then be classified as the controller and CCV as the processor. By entering into the agreement, the customer then gives CCV the order to process this personal data on behalf of the customer for the execution of this agreement. CCV will then process the personal data exclusively in accordance with the written instructions of the customer and in accordance with any separate agreement for

- processing. The customer shall be deemed to have given CCV the relevant instructions when entering into the agreement.
- b. The nature and the purposes of the processing, as well as the nature of the personal data and the categories of parties involved, which are processed by CCV on behalf of the customer, are specified in more detail in the regulations, and in the absence thereof, the processing is limited to the work that is strictly necessary for the performance of the agreement.
  - c. CCV will process all personal data in accordance with the applicable regulations and laws. In this context, it will, among other things, take adequate technical and organisational measures to protect the processing of personal data. CCV does not guarantee that these measures will be effective under all circumstances ("adequate, not perfect"). Furthermore, CCV will keep the data strictly confidential and will have it processed only by employees who are also bound by confidentiality. The customer acknowledges that it is not possible to take customer-specific/additional (security) measures due to the nature and extent of the service.
  - d. If a breach of the security measures (data leakage) occurs at CCV in accordance with Article 4 No. 12 GDPR, CCV will inform the customer as soon as possible. The responsibility for taking follow-up action, such as making a report to the authorities and/or the persons concerned, lies with the customer, unless otherwise specified in the agreement. CCV will provide all necessary assistance in the fulfilment of the customer's obligations under data protection legislation, such as exercising the rights of the affected parties, informing the affected parties in the event of a data leak or carrying out a data protection impact assessment (DPIA). CCV may be entitled to fulfil these obligations of cooperation by providing all affected customers with comparable information. CCV is entitled to charge for the costs of meeting these obligations to cooperate, unless these obligations result from an attributable failure on the part of CCV.
  - e. CCV may - under its responsibility - commission a third party (subcontractor) to process the personal data of the customer or parts thereof. This will be done by means of a written agreement between CCV and the subcontractor, which will guarantee that the subcontractor will follow the instructions of CCV and the customer, that it will comply with the relevant legal obligations and that all obligations of CCV with regard to the processing of personal data will also lie with this subcontractor and must be complied with.
  - f. CCV will destroy the personal data after termination of the agreement (to the extent (legally) possible and appropriate), unless the customer has previously asked CCV to release the personal data concerned or if this is contrary to the legally binding retention periods. In the event of a request for surrender by the customer, CCV will switch to electronic surrender in the format used by CCV, without being obliged to carry out any conversion. CCV shall be entitled to charge the customer for the costs of surrender.
  - g. The customer may, at its own expense, commission an external expert to give an opinion on CCV's compliance with the obligations under this section. Only if the report gives rise to serious doubts as to whether CCV complies with its obligations under this Clause shall the customer be entitled to check the extent to which CCV actually complies with its obligations under this Clause.

## 17 Administration, retention periods and proof

- 17.1 Unless otherwise agreed and unless other legal retention periods apply, CCV shall retain its administrative records for a period of seven years from the termination of the agreement.
- 17.2 CCV's administrative data, including the data stored in the systems of its suppliers, are binding and decisive and therefore serve as proof of the content and execution of the contract and the obligations of the customer. The foregoing shall not apply only if the customer provides proof to the contrary. CCV's service is expressly not a substitute for the administrative obligation(s) that rests on the customer. The customer is therefore responsible for creating and maintaining administrative records himself.

## 18 Applicable law and conflict resolution

- 18.1 All agreements, regulations, the GTC, and the agreements resulting from or related to them shall be governed exclusively by the law of Germany, **with the exception of Section F of the GTC, to which Dutch law shall apply.** The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is expressly excluded.
- 18.2 For all disputes arising from the business relationship between CCV and the customer, CCV Au i.d. Hallertau or the registered office of the customer shall be the exclusive place of jurisdiction at the discretion of CCV Au i.d. Hallertau. In these cases, however, Au i.d. Hallertau shall be the exclusive place of jurisdiction for any legal action

against CCV. Mandatory statutory provisions concerning exclusive places of jurisdiction shall remain unaffected by this provision.

## **19 Other general provisions**

- 19.1 The customer may not transfer the rights and obligations under the agreement and the GTCs to a third party, except with the prior express consent of CCV. CCV may attach conditions to this consent.
- 19.2 The agreement and the annexes, which form an integral part of the agreement, constitute the entire agreement. The customer can't refer to documents that are not part of the agreement.
- 19.3 If CCV does not exercise a right to which CCV is entitled, this shall never be deemed a waiver of that right.
- 19.4 If CCV has several rights under the agreement, CCV shall always be entitled to exercise all rights due to it. The invocation of a particular right shall never constitute a waiver of the possibility of invoking another right.
- 19.5 Customers can contact CCV at any time with complaints. The customer warrants in general and for the duration of this agreement to comply with all applicable laws, rules and regulations, including (but not limited to) the Minimum Wage Act, all anti-corruption, anti-money laundering and anti-terrorism financing laws and regulations. CCV has a special right of termination in the event of a breach of these laws and regulations in accordance with section 7.4 of these GTCs.
- 19.6 If any provision of these GTCs, additional terms and conditions or the contract should be invalid, declared void or otherwise invalid or inapplicable, the remaining provisions of these GTCs, additional terms and conditions or the agreement shall remain unaffected.

## **B. SPECIAL CONDITIONS FOR PRODUCTS AND SERVICES SALE AND RENTAL OF PRODUCTS, INSTALLATION**

The provisions of this Section shall apply if and insofar as it has been agreed between the customer and CCV,

that CCV sells or rents products to the customer.

## **20 Purchase and sale of products**

- 20.1 To the extent that it has been agreed in the agreement that CCV will sell products to the customer, CCV will sell and deliver these products (and the related documentation) to the customer at the selling price stated in the agreement. The customer bears the risk for the selection of the products purchased.
- 20.2 The delivered goods remain the sole property of CCV until the purchase price owed has been paid in full, including interest and additional remuneration. The customer shall handle the delivered goods with care as long as the ownership has not passed to him. If the customer acts in breach of the contract, in particular if he is in default of payment, CCV is entitled to demand the return of the articles delivered after setting a deadline and withdrawing from the agreement. The statutory provisions on the dispensability of setting a grace period remain unaffected. After withdrawal from the agreement, the customer is obliged to surrender the goods.
- 20.3 The customer shall be entitled to resell the goods supplied in the ordinary course of business; however, the customer hereby assigns to CCV all claims in the amount of the purchase price agreed between CCV and the customer (including value added tax) and all ancillary rights arising to the customer from the resale, irrespective of whether the goods supplied have been processed or not before the resale.
- 20.4 The customer is entitled to collect these claims after their assignment. This shall not affect CCV's right to collect the claims itself; CCV undertakes, however, not to collect the claims as long as the customer duly meets its payment obligations, is not in default of payment, no petition for the institution of insolvency, composition or bankruptcy proceedings has been filed, and the customer does not completely cease payments. Should this be the case, however, the customer is obliged to disclose the assigned claims and their debtors, to provide all information necessary for their collection, to hand over the relevant documents and to inform the debtors (third parties) of the assignment.
- 20.5 Any processing or transformation of the goods by the customer shall in any case be carried out for CCV. If the delivered goods are processed with other items not belonging to CCV, CCV shall acquire co-ownership of the new product proportional to the value of the delivered goods to the other processed items at the time of processing. The same provisions shall apply to the new product created by processing as to the goods delivered under reservation of title.
- 20.6 If the goods supplied are inseparably intermixed with other goods which do not belong to CCV, CCV shall acquire co-ownership of the new goods in the proportion of the value of the goods supplied to the other mixed goods at the time of the intermixture.
- 20.7 The customer keeps the (co-)ownership in safe custody free of charge for CCV.
- 20.8 The customer may neither pledge the delivery items nor assign them as security. In the event of attachment, seizure or other disposition by third parties, the customer shall notify CCV thereof without delay and provide all information and documents necessary to protect the rights of CCV. Enforcement bodies or third parties must be notified of CCV's ownership.
- 20.9 CCV undertakes to release securities to which CCV is entitled at the request of the customer if their value exceeds by more than 20% the value of the claims to be secured, insofar as these have not yet been settled.

## **21 Rental and leasing of products**

- 21.1 If it has been contractually agreed that CCV will rent products to the customer, CCV shall make these products (together with the associated documentation) available to the customer as rented goods for the contractually agreed rental price for the contractually agreed period.
- 21.2 Unless otherwise agreed in the agreement, the rental (and the rental price or the subscription fee) does not include the provision of supplies necessary for the use of the products. These supplies include batteries, stamps, printer cartridges, toner articles, cables, print and receipt rolls and accessories.
- 21.3 The customer himself is responsible for the use of the products and will behave like a careful tenant. This means in particular that the customer:
  - a. must behave with due care and is responsible for the use of the products. The customer must handle the products with due care, not damage them and use them exclusively for the purpose for which the respective product is intended according to the contract. If the product is damaged under the customer's responsibility, the customer is obliged to compensate CCV for the damage in question. The customer is obliged to obtain an adequate insurance against all risks arising from its role as a tenant vis-à-vis CCV.
  - b. The customer shall comply with all obligations, instructions and restrictions relating to the rented products which CCV informs the customer of in due course in accordance with these GTCs, the agreement, the

documentation or notification by CCV (on CCV's website, by notice or otherwise). The customer is not entitled to modify or extend the products or to connect the products to unauthorized or otherwise not (legally) certified equipment or installations.

- c. The customer must ensure that the rented products are not part of another article or are not combined with another article in such a way that they may be appropriated by intermixture, confusion or processing. In the event that the rented products nevertheless become part of another article or are appropriated by intermixture, confusion or processing, the customer warrants that neither the customer nor any third party shall assert any rights to which the customer is entitled against CCV as the actual owner of the equipment. Should a third party nevertheless assert such a right, the customer shall be liable for all damages incurred by CCV as a result thereof.
  - d. The customer is obliged to use the rented products exclusively for his own organisation or business activities. Use by third parties or for the benefit of third parties is only permitted with the prior written consent of CCV. Without the consent of CCV, the customer is not permitted to sublet or rent the rented product or to allow third parties to use it.
- 21.4 The customer shall immediately inform CCV by the usual means of communication if, in connection with insolvency or other proceedings, the rented products are seized, giving precise details of the identity of the seizing party and the reason for the seizure. The customer shall immediately inform the seizing bailiff of the agreement (rental agreement) and grant him full access to this agreement. The customer shall be liable to CCV for all costs and damages in connection with any attachment of the rented products.
- 21.5 CCV is entitled at any time to replace rented products with other products that are at least equivalent to the product to be replaced in terms of technical functionality. The customer shall cooperate with CCV in this regard. The costs of such replacement shall be borne by CCV. The rental fee owed as of this date by the customer to CCV for the remaining term of the contract shall remain unaffected. CCV may change the rental fee at the beginning of the extension of the term in the event of replacement of equipment.
- 21.6 At the end of the agreement and/or upon return of products not related to a defect in the product, whether at CCV's request or on its own initiative, the customer shall return the rented products to CCV in their original condition. The place of performance is the registered office of CCV. Any shipping costs for this and the shipping risk shall be borne by the customer. If the return in the original condition is not complied with, CCV shall be entitled to charge the replacement value.

## **22 Installation**

- 22.1 Installation by CCV only concerns the work specified in the agreement in relation to the specific product or service. CCV will endeavor to have the installation carried out at the same time as the delivery of the products and services concerned. Unless otherwise agreed, the costs of installation shall be invoiced separately to the customer. The customer shall grant CCV access to the place(s) where the installation takes place and shall provide all necessary assistance. CCV shall comply with any applicable house rules.
- 22.2 The customer shall ensure that the environment in which the products or services are to be installed complies with the requirements set forth in the agreement, documentation or other instructions from CCV at the time of installation. If the installation environment does not meet the requirements previously specified by CCV, or if the customer does not allow CCV (or third parties acting on behalf of CCV) to access to the environment, CCV shall be entitled to postpone the installation, and the customer shall bear in full all costs already incurred by CCV and to be incurred by CCV in completing the installation.
- 22.3 If it has been agreed with the customer that he will carry out the installation himself (plug & play), this will be at the expense and risk of the customer. Any additional work carried out by CCV at the request of the customer, or work carried out by CCV within the framework of a Plug & Play installation, shall be considered as additional work and shall be invoiced to the customer in accordance with the hourly rates applicable at the time, together with the costs incurred for materials used, on the basis of a post-calculation.

## **23 Obligations of the customer**

- 23.1 Irrespective of whether the customer buys, rents or otherwise uses a product, the customer shall use the product exclusively in accordance with the documentation, regulations and instructions of CCV. Furthermore, the customer is responsible for the use of the products and services. In this regard CCV is not liable in any way - in particular not in relation to the use of its products and services.

- 23.2 Furthermore, the customer shall only use original, additional tools approved by or through CCV. The customer is aware that the use of non-original or unauthorized tools or the making of unauthorized adjustments or connections may result in the product and/or service being blocked or switched off.

## C. SPECIAL PROVISIONS FOR SOFTWARE

### 24 Use of software, license conditions

- 24.1 To the extent that the Agreement stipulates that CCV shall provide the Customer with software, or if the products or services include the use of software, CCV shall provide the software under the conditions set forth in the agreement and in these GTCs. If the Software is provided remotely, CCV will host the Software and the customer's data in computer centers of CCV and of specialized hosting partners. The Software and data are hosted within the European Economic Area (EEA).
- 24.2 If there is any talk of installing new versions (such as updates/upgrades or patches) of the Software, the customer will follow CCV's instructions and will not use these new versions (on payment machines or otherwise) until CCV has given clear written notice that the customer can use the relevant new version as the account holder. If there is any doubt about CCV's notification, the customer shall ensure that he/she is allowed to use the Software.
- 24.3 CCV will charge the customer a software license fee for the use of software, even if the customer does not conclude a service agreement with CCV.
- 24.4 CCV will provide the customer with login data so that the customer has access to the software and his/her data. Section 15 of these GTCs shall apply to the use of the login data.
- 24.5 The customer is responsible for the use of the software and all other processing of personal data carried out by him/her or on his/her behalf in connection with the software and further. Furthermore, if the customer himself/herself (or his/her employees) is responsible for ensuring that he/she (or his/her employees) does not process any unlawful data, act unlawfully in any other way, or violate the rights of third parties, the customer is and remains responsible for the data and information that the customer has processed by means of the CCV service, unless otherwise agreed in writing.
- 24.6 CCV is not obliged to carry out a backup of the data, unless agreements that are more detailed are made in this respect.
- 24.7 CCV is entitled to delete data from its systems if (there is a presumption that) this data is processed in contravention of the law and/or the rights of third parties.
- 24.8 The licenses and other rights granted to the customer are subject to the terms of these GTCs, unless otherwise agreed, including the restrictions set forth in this section. The customer shall refrain from:
- a. Distribute, disclose or otherwise make products or documentation available or make them available to third parties, unless this is expressly permitted by a written agreement;
  - b. Use products or documentation in connection with applications, encryptions or platforms that are not licensed applications, licensed encryptions or licensed platform;
  - c. modify, adapt or create derivative works of any product or documentation, except as expressly permitted by a written agreement;
  - d. decompile, disassemble or reverse engineer products, or determine or attempt to determine source code, algorithms, methods or techniques contained in products, except as expressly permitted by applicable law, notwithstanding any contractual prohibition to the contrary;
  - e. remove or alter any copyright, patent, confidentiality or other proprietary notices that appear on or in copies of Products or documentation;
  - f. assign, sublicense or otherwise transfer (or pretend to assign, sublicense or otherwise transfer) the validity of any product or documentation to any third party;
  - g. challenge the validity of, or take action that is inconsistent with, or may directly or indirectly impair, violate, derogate or encumber the rights of the company in the products or documentation;
  - h. oppose, challenge or otherwise interfere with the use, distribution or other use of the products or documentation by the company or its affiliates;
  - i. use, reproduce, distribute or otherwise use any product or documentation not expressly authorized by this agreement; or
  - j. authorise, enable or encourage third parties to carry out any of the above.

### 25 Availability and function of the software

- 25.1 The customer is aware that the function and availability of the Software depends on the availability and proper functioning of telecommunications and/or (Internet) connections and systems of third parties over which CCV has no influence and cannot have any influence. CCV will make every effort to ensure the highest possible availability of the Software. However, CCV cannot guarantee that the software in question will be available continuously and without interruption. Neither can CCV guarantee that the software will always function without errors, i.e. that it will be free of defects and without malfunctions, due to the dependencies mentioned above.
- 25.2 CCV is not liable for the inaccuracy, incompleteness or illegality of the information and/or (the content of) personal data stored by means of the software. Moreover, CCV is not responsible for the correct and unimpeded transmission of data using the software. Furthermore, CCV is not responsible for changes, additions and/or the use or other processing of personal data and/or available information. CCV is not liable for this.

## **D. SPECIAL PROVISIONS FOR THE SUPPORT**

### **26 Service Agreement**

- 26.1 In combination with the purchase or rental of a product and/or the agreement of services, the customer can enter into a service agreement with CCV for support. The customer owes the remuneration specified in the agreement.
- 26.2 If the customer decides not to conclude a service agreement, he/she shall be obliged to purchase a Terminal Management System (TMS) software license, for which a fee shall be charged.
- 26.3 If the customer has not concluded a service agreement, but does make use of support services from CCV, the customer shall owe remuneration for these services based on the rates of CCV applicable at the time the support service is performed. CCV will charge costs for the use of CCV based on the applicable provisions of CCV. CCV shall be entitled to charge higher rates for support services outside business hours than for support services during business hours.
- 26.4 All (consumable) materials consumed or supplied to the customer in the course of support by CCV will be invoiced separately to the customer.
- 26.5 Support is usually provided remotely. If CCV provides support on site, CCV will perform this work at the rates of CCV applicable at that time plus travel expenses.

### **27 Support**

- 27.1 If agreed in the service agreement or in any other agreement, CCV will endeavour to remedy any defects and malfunctions as quickly as possible. CCV will make every effort to answer any questions concerning the use of the products and services adequately and within a reasonable period of time. CCV cannot guarantee the accuracy and/or completeness of the answers or give any guarantee that every fault can be rectified.
- 27.2 Possibly indicated or promised reaction or response times are guidelines.
- 27.3 Visible and non-visible damages as well as malfunctions and failures of the products or services caused by actions of the customer or a third party are not covered by the service contract. This also includes damages that are the result of: (a) war damage, natural disasters, lightning, floods, power failures; (b) the customer's failure to comply with its obligations under the agreement and/or documentation; (c) the customer's failure to meet the requirements imposed on the installation environment; (d) the use of consumables that do not comply with the specifications issued by CCV; (e) the use of non-certified networks for data communication. The costs of repairing such damage or malfunction (by telephone or on site) by CCV will be charged to the customer in full and separately, regardless of whether a service agreement has been concluded with the customer.
- 27.4 If a product and/or service may no longer be used due to regulations issued by a competent authority, the support becomes void from that moment on and the customer has no right to compensation or replacement of the product and/or service.

### **28 Maintenance**

- 28.1 CCV provides new versions of the software required for its products and services (such as firmware updates). CCV may charge costs for providing new versions, such as costs for the TMS software required to remotely access the products. CCV can also upgrade the services, but the new functionality must be at least equivalent to the original functionality.

28.2 CCV is entitled, where possible, to automatically install or have installed the relevant renewed software on the products or in the environment in which the services are operationally used. Three (3) months after the provision of the new version, CCV shall no longer be obliged to remedy any defects of the old version and to provide support services in respect of the old version.

## **29 Obligations of the customer**

29.1 The customer shall ensure that the payment machine is able to receive and/or download the new versions of the software at any time. This means, among other things, that CCV's terminal must be able to log into the customer's payment machine at all times. In this context, the customer is not entitled to switch off the power of the payment machine or to equip the payment machine with a firewall. If the customer fails to do so, the customer shall bear the risk of the consequences and shall be liable for any costs incurred by CCV as a result.

29.2 The customer shall provide CCV with detailed information regarding questions or problems so that CCV is able to respond adequately to the questions and/or problems. Furthermore, the customer will provide all necessary cooperation to remedy the reported problem. CCV will not reimburse any costs incurred by the customer or third parties.

29.3 In addition to section 4.1 d. of these GTCs, the customer shall give CCV sufficient opportunity to rectify the products or services or to carry out repair or maintenance work if CCV deems this necessary, which shall be at the discretion of CCV, to the extent reasonable for the customer. For repairs, the customer shall make the affected equipment available to CCV, to the extent that this is reasonable for the customer. The customer shall allow CCV (or a third party appointed by CCV) access to its location or the environment in which the Service is operated, if necessary, in order to be able to remedy a malfunction or defect.

## **E. SPECIAL PROVISIONS FOR DATA CONNECTIONS/TELECOMMUNICATIONS SERVICES**

### **30 Mobile and fixed data connections**

30.1 If agreed in the agreement, CCV will provide the customer with a data connection that establishes a link between a suitable (mobile) payment machine and (if applicable) CCV's network.

30.2 A data connection is exclusively intended for use in combination with and for the transport of data from a product provided by CCV. In the case of a mobile data connection, CCV shall issue the customer with a SIM card under the following conditions:

- a. The SIM card remains the property of CCV and/or its supplier. After the conclusion of the contract, the customer must return the SIM card to the customer immediately and at its own expense.
- b. The customer must keep the Sim card in his possession. The customer is responsible for ensuring that the SIM card and/or associated passwords do not fall into the hands of an unauthorized person and is obliged to ensure that the SIM card and associated passwords are not used or damaged by unauthorized persons. In the event of loss of the SIM card or the associated passwords, the customer shall notify CCV in writing as soon as possible. CCV will then put the Sim card out of operation as soon as possible. The customer shall owe all costs incurred in connection with the use of the SIM card until the end of the agreement.
- c. The SIM cards provided by CCV may only be used in conjunction with CCV terminals.
- d. The customer is not permitted to remove the SIM card from the product. If necessary, CCV may immediately block the Sim card in question.
- e. CCV shall be entitled to exchange a SIM card provided to the customer in connection with a change in the technical features or in connection with a technical obsolescence of the relevant SIM card. CCV is also entitled to change the technical properties or settings of a SIM card provided to a customer (remotely).
- f. For mobile telecommunications, the data transfer takes place in whole or in part over the ether. The customer accepts that others than those for whom they are intended may possibly intercept the transported data. Furthermore, the customer accepts that the possibilities of establishing connections and the quality and characteristics of connections are not the same at every place and at every time.

30.3 CCV is legally obliged to participate in official telecommunications surveillance or to comply with instructions issued by the authorities authorized to do so. CCV is liable for damage to the customer or a third party as a result of such cooperation or such actions only within the limits of section 10 of these GTCs.

30.4 CCV is obliged to exchange number information with other service providers for the processing of telecommunications traffic.

### **31 Obligations of the customer**

- 31.1 The customer may use data links in Germany on condition that the customer does not behave unlawfully in such use and that the customer complies with all instructions included in the documentation or otherwise given by CCV.
- 31.2 If the customer uses the data connections outside Germany and this entails additional costs for CCV, CCV has the right to charge these additional costs to the customer.
- 31.3 In particular, the customer is not permitted to:
- a. to use the data links to harass, insult, restrict or hinder in any way CCV or other users' access to and/or use of the data links, or otherwise cause inconvenience,
  - b. to spread (computer) viruses or other files that could damage the functioning of data connections and/or software or (peripheral) equipment used by third parties,
  - c. to misuse (an) access code(s) or (an) attempt to breach security measures using the data links,
  - d. to send unsolicited large quantities of messages with the same or similar content (spam),
  - e. to pretend to be someone else ("phishing"),
  - f. to be guilty of a criminal offence within the meaning of a legal provision,
  - g. to change or remove the (configuration) settings and/or (type) markings and/or logos made by CCV and/or its provider in or on the equipment provided in connection with the data link, or to move the equipment provided in connection with the data link substantially without CCV's consent,
  - h. to make the signal of the data link public, multiply it or use it in any other way than for personal use. In particular, sharing the signals with third parties or forwarding the signals to third parties is not permitted without the consent of CCV,
  - i. to use the data link excessively. Excessive use shall be deemed to occur if the customer exceeds the average use of other customers more than five (5) times at the discretion of CCV and/or its suppliers,
  - j. to connect non-approved or non-certified (peripheral) devices to the data link.

## **F SPECIAL PROVISIONS RELATING TO PAYMENT SERVICES**

This section F applies insofar as the CCV Group company CCV Group B.V. (or a third party acting on its behalf), which is part of CCV, handles the transmission of transactions for the customer. Only Dutch law shall apply to this Section F. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is expressly excluded.

### **32 Provision of payment services**

- 32.1 CCV provides both online and offline payment services, processing transactions on behalf of the customer. CCV may, within the scope of providing payment services, act as (A) Collecting Payment Service Provider via a Collecting Payment Method or (B) as a Disturbing Payment Service via a Non-Collecting payment method occur. The role of CCV depends on the agreement with the customer and the payment method used.
- 32.2 It is possible that the scheme owner(s), supervisor(s) and/or acquirer(s) may impose limits that are more precise or the customer may use (acceptance) conditions before a particular payment method. In this case, the agreement is concluded under the resolutely condition that the customer complies with these more precise limits or conditions (see also section 3.3 of these GTCs). It is possible that the scheme owner(s), supervisor(s) and/or acquirer(s) may impose limits that are more precise or the customer may use (acceptance) conditions before a particular payment method. In this case, the agreement will be concluded under the resolutely condition that the customer complies with these more precise limits or conditions (see also section 3.3 of the GTCs). The customer undertakes to continue to comply with these limits and conditions even after the conclusion of the agreement.
- 32.3 The customer undertakes to strictly follow the regulations regarding the use of the payment method. The regulations may contain provisions that deviate from these GTCs. In the event of inconsistencies, the relevant provisions shall at all times be those laid down in the rules (see also section 2.3 of the GTCs). CCV will inform the customer to the best of its ability of the obligations arising for him/her from the regulations. The fact that CCV

- has not informed a customer of a relevant regulation is not a reason to consider this regulation inapplicable.
- 32.4 The customer expressly accepts the rights and powers of the acquirers, scheme owners and supervisors included in the regulations. These include (but are not limited to) indemnification and investigative powers. Failure to comply with the regulations will result in the customer being liable for any damages or fines incurred by CCV.
- 32.5 It is at CCV's discretion to change the acquirer or payment method when executing the agreement.
- 32.6 The customer will not make any transactions for goods and/or services:
- which do not correspond to the type of business operated by the customer as indicated to CCV,
  - of which the customer is aware or should be aware that the transaction is fraudulent or has not been authorised by the account holder,
  - that are in conflict with mandatory provisions of Dutch law or relevant foreign laws or regulations,
  - whose existence, operation, trade, possession or use is punishable in the Netherlands or abroad,
  - which violate the rights of third parties,
  - which are unlawful for other reasons in the Netherlands or abroad,
  - if the customer thereby violates the agreements made with CCV,
  - if the reputation of the Scheme Owner, Acquirer or CCV is damaged or threatened by such damage.
- 32.7 CCV is authorized to set limits on the acceptance by the customer of transactions using a payment method. These limits may relate, inter alia, to the number of payments to be accepted by the customer (in a given period) or to the total amount of transactions to be received by the customer (in a given period) for the payment method in question. CCV may set or change the above limits at any time and will inform the customer in writing.
- 32.8 In the context of its business relationship with the customer, CCV is independently authorized to determine in which category (Merchant Category Code or MCC Code) the customer is classified for a particular payment method based on the categories handled for that payment method. CCV or a Scheme Owner is authorized to change the characteristics of a payment method at any time by announcing these changes on CCV's website. CCV will notify the customer at least one month before the change takes effect. Such changes or amendments shall also apply to agreements already concluded.
- 32.9 In the event of excessive (over- or under-) use of a payment method, CCV is entitled to adjust any remuneration agreed with the customer. The amount of the adjustments shall be proportional and proportionate to the number of transactions processed.
- 32.10 Every point of sale at the customer's premises where transactions are possible, including an online environment, must be provided with identifying logos of CCV, the acquirer and/or scheme owner, which clearly indicate to the account holders that transactions can be carried out. These logos must comply with CCV's and/or the Scheme Owner's guidelines. The customer will follow CCV's instructions in this respect. The customer is also obliged to install the payment machine in such a way that a PIN code cannot reasonably be made known to third parties when it is entered.
- 32.11 Customer may only accept payment methods at the location specified in the agreement or web shop and website according to the expected monthly transaction numbers, average number of transactions, average transaction value, maximum transaction amount and/or highest number of transactions. For each new location or website where the customer wishes to accept payment methods, the customer must enter into a new contract with CCV.
- 32.12 The customer shall not install (cause to be installed) or use any device to read or modify data relating to the payment method, transaction and/or transport, except in accordance with the instructions and specifications of CCV, the acquirer or scheme owner and with their consent.
- 32.13 In executing the agreement, the customer may not use any product, payment interface, its own payment terminals or software (for processing payments) which does not or no longer comply with the provisions of CCV, the Acquirer, Scheme Owner or the PCI Conditions.
- 32.14 CCV may change the specifications with which the payment machines, payment interfaces and software must comply. The interests of the customer shall be taken into account as much as possible. The customer undertakes to accept these adaptations and to install/have them installed and put into operation at his own expense within the period specified by CCV (if applicable). If the customer does not agree to the modifications, CCV may suspend its services. The customer may terminate the agreement in accordance with the applicable provisions.
- 32.15 CCV will provide support in accordance with the service agreement concluded to enable the customer to accept transactions using the payment method(s) accepted by him.
- 32.16 CCV is entitled to record telephone conversations for verification and investigation purposes in relation to orders and transactions for the purposes of fraud prevention and integrity monitoring and to comply with laws and regulations. The recorded telephone conversations will not be kept longer than is legally permitted for the

aforementioned purposes. Their use will be handled with great care and discretion. In the event of a conflict regarding the content of the recorded telephone calls, the customer has the right to listen to the recorded telephone calls.

### **33 Suspension of the payment service**

- 33.1 CCV is entitled to suspend the possibility of carrying out transactions in whole or in part with immediate effect, without being obliged to pay any compensation, if:
- a. in its opinion this is necessary in view of the security and integrity of the payment methods or transport This necessity may be based on obligations between other parties in the payment chain or between CCV and other parties in the payment chain that affect the business relationship with the customer,
  - b. CCV knows or suspects that the customer does not fulfil one or more obligations under the contract,
  - c. the customer refuses to cooperate in the implementation of internal CCV guidelines and/or legislation, for example in the customer's "(re)boarding",
  - d. the customer has been declared bankrupt, a suspension of payment or debt rescheduling has been applied for, the customer's business is suspended or dissolved if the customer is in a problematic debt situation or the customer otherwise loses the power of disposal over his assets or parts thereof,
  - e. the risk has significantly increased that the customer will not be able to meet his payment obligations resulting from the use of a payment method with which a credit line can be obtained.
- 33.2 CCV will inform the customer of any suspension as soon as possible. CCV is entitled to attach more detailed conditions to the termination of the suspension. All claims that CCV has against the customer under the agreement at the time of suspension shall be immediately due and payable in one of the cases previously mentioned in the first paragraph.

### **34 Incidents, emergency measures and inspections**

- 34.1 CCV, the Scheme Owner, the Acquirer and/or the Supervisor may take urgent measures regarding the payment method or payment interfaces used by the customer. These emergency measures may consist of blocking the payment method / payment interface in the event of (alleged) fraud or if the integrity of the transactions can no longer be guaranteed. The possible adoption of an emergency measure is at the discretion of CCV, the Acquirer, Scheme Owner or supervisor and will be carried out as much as possible with due regard to the reasonable interests of the customer.
- 34.2 CCV itself or a third party engaged by it is entitled, at first request, to inspect the products, payment methods or payment interfaces installed/used at or for the customer and the systems involved in their functioning. If necessary, the customer shall provide CCV or the third party engaged or designated by CCV with access to the devices and systems concerned.
- 34.3 In the event of malfunctions, maintenance work, security incidents or if CCV has (previously) indicated otherwise, CCV is entitled to restrict and/or suspend, in whole or in part, the acceptance of transactions by means of the payment method, without being obliged to pay any compensation. CCV will give the customer the opportunity to take note of the (planned) suspension as far as possible in advance, unless CCV does not consider this desirable, for example in connection with (but not limited to) fraud prevention or fraud detection or the interests of third parties.

### **35 Forwarding of payments**

- 35.1 Notwithstanding the provisions in sections 36.3, 37.4, 37.6 of these GTCs and on condition that the deposit account (if agreed upon) has reached the deposit level, the funds of the account owners received by CCV from the Acquirer or Scheme Owner for the benefit of the customer shall be transferred to the bank account in a valid transaction (positive authorization) no later than at the end of the next business day after the funds have been received by CCV, unless otherwise agreed upon between the customer and CCV. For the credit card collection payment method, a longer period may apply for the transfer to the bank account. Unless otherwise agreed in the agreement or in these GTCs, CCV will not deduct any commission and/or costs from the amounts to be paid to the customer.
- 35.2 Section 35.1 of these GTCs shall not apply if:
- a. the Scheme Owner or Acquirer instructs CCV not to make the amount of the transactions available to the customer,
  - b. in the opinion of CCV, more than one transaction is involved in the same purchase, or where there is evidence of an incorrectly processed transaction due to technical malfunctions,

- c. it is sufficiently credible in the opinion of CCV that the customer has not or not fully complied with the obligations arising from the agreement, or if there is a difference of opinion between the customer and CCV,
- d. authorisation for a transaction was granted in a situation where the authorisation could not be verified and/or the account holder challenged the verification; or
- e. there is a presumption of fraud.

In such circumstances, CCV may suspend or even refrain from payment.

- 35.3 CCV is entitled to adjust the payout schedule or the frequency with which payouts are made, to the extent permitted by law.
- 35.4 CCV shall involve Stichting Derdengelden in the performance of its obligations under the agreement and these GCTs. All transactions in which CCV acts as a Collecting Payment Service Provider are carried out through Stichting Derdengelden.
- 35.5 The customer will always check as soon as possible, but no later than within one (1) month after the date on which a payment confirmation is received, whether the transaction to which the payment confirmation relates has been credited to the bank account, if applicable with the mediation of CCV as collecting payment service provider. If the customer believes that a transaction has not been credited in full or on time, the customer must always report this to CCV as soon as possible, but at the latest within two months of the date on which the relevant payment confirmation was issued by CCV. CCV shall not be obliged to process any such notifications from the customer that are received by CCV after the expiry of the period indicated in the previous sentence.
- 35.6 Only CCV will make (or cause to be made) withdrawals to the customer in respect of transactions carried out using a collection payment method. The customer will not claim any payouts from the acquirer and/or scheme owner.

## **36 Depot**

- 36.1 CCV may require the customer to make a deposit. The level of the securities account will be determined by CCV taking into account the (expected) transaction volume of the customer, the agreed payment method and, if applicable, the possibility of a refund offer by the customer to the account holder. CCV has the right to adjust the deposit level at its own discretion.
- 36.2 At the customer's request CCV will inform the customer of the way in which the deposit level has been determined.
- 36.3 CCV is authorized to use payments, which it is required to make to the customer under the agreement and/or these GTCs to maintain the level of the deposit.
- 36.4 CCV is entitled, at the request of the acquirer or scheme owner, to deposit all or part of the securities account issued by the customer with the relevant acquirer or scheme owner.
- 36.5 After termination of the agreement or after CCV has ceased to perform payment services for a customer, and at the time when it is clear that chargebacks are no longer possible, CCV will return the securities account to the customer, retaining any payment obligations of the customer to CCV that may still be outstanding at that time.

## **37 Chargebacks and Refund**

- 37.1 Depending on the applicable Scheme Rules, the Account Owner or Scheme Owner may request a chargeback. CCV will receive notification of this from the scheme owner. CCV then reports the chargeback to the customer.
- 37.2 CCV processes a chargeback in accordance with the applicable Scheme Rules. CCV is not a party to any dispute between the customer and the account or scheme owner. If a chargeback is approved, this is full proof that the chargeback meets all conditions. The customer shall not oppose a chargeback or any related fine and costs through CCV. Similarly, the customer shall not be entitled to resubmit an authorization request for processing if a chargeback has been granted in respect of the original authorization request.
- 37.3 In the event of a chargeback, CCV shall be entitled to charge the customer for costs.
- 37.4 The amount of the chargeback and the costs of the chargeback will be charged to the customer and can be offset against the onward transfers to be paid to the customer. If offsetting is not possible, CCV will collect the amount of the chargeback from the customer or will debit the amount from the securities account.
- 37.5 CCV or the Scheme Owner may exclude customers with a (higher than average) incidence of chargeback from certain payment methods.
- 37.6 If the customer wishes to offer the refund or refund of payments made by debit card to the account holder and CCV has reached agreement on this, the following conditions apply:
  - a. If applicable, the account holder will provide the customer with a proof of payment for the transaction showing that the account holder or my authorized third party has used a debit card, mobile phone or credit

card to pay the customer for a product or service of the customer for which the order for refund of payments made by debit card is executed.

- b. The amount of the refund may not be higher than the amount of the relevant transaction according to the payment document.
  - c. If necessary, the payment machine will print a transaction receipt if the refund process runs properly. The customer must sign this receipt and hand it over to the account holder immediately. The transaction voucher is valid as proof of refund.
  - d. CCV and/or the acquirer set limits for funds which may not be exceeded and which may be changed at any time.
  - e. The customer may not grant a refund to an account holder for a previously processed transaction via a payment method other than the payment method used for the original transaction.
  - f. The product - or the cash register connected to or integrated into the product - must be protected by a password, which will be requested in case of a refund. The customer may not remove or switch off this protection.
  - g. The amount of the refund or reimbursement of payment transactions made with a debit card and any fines shall be charged to the customer and may be set off against the payments to be made by CCV to the customer within the framework of the transactions and based on the agreement or these GTCs.
  - h. CCV has the right to disable the functionality of the product refund or refund of payments made by debit card.
- 37.7 CCV has the right to restrict, suspend or terminate the use of the refund product at any time. Such suspension or termination shall in any event take place if CCV suspects that the use of the refund product is fraudulent and/or if the customer exceeds the volumes/limits of the refund agreed with CCV.
- 37.8 CCV is entitled to charge the costs of a refund. These costs will be deducted from any amount payable to the customer under the transactions and the agreement or these GTCs.

### **38 Obligations of the customer**

- 38.1 In connection with the performance of the agreement, the customer shall, at the first request of CCV, provide CCV with all data required by CCV to process the transactions, including but not limited to the data that CCV requires to process the transactions:
- a. enable CCV to conduct an investigation with regard to the identity of the final stakeholder(s), creditworthiness, references and other relevant information about the customer and its representatives,
  - b. allow CCV to register the industry key for each transaction, which has been allocated to the customer by the Dutch Chamber of Commerce and Industry Kamer van Koophandel,
  - c. enable the issuer to inform the account holders of the transactions carried out.
- 38.2 The customer is not and will not be active in industries that engage in activities prohibited by CCV, the Scheme Owner and/or Acquirer, such as (not exhaustive list) pornography, adult content, bestiality, perversity or prostitution, escort services and/or non-face-to-face gambling, non-face-to-face pharmaceuticals and non-face-to-face tobacco products, coffee shops and other businesses selling drugs, organ trafficking, arms trafficking, inbound and outbound telemarketing, wholesale gemstone trading, resale of tickets, timeshare real estate, help with unjustified credit registration, manual cash/cash advance, trading virtual currency, trust offices, what the customer explains when the contract is concluded. CCV may also specify other sectors in which the customer may not be active. CCV may also specify sectors for which express permission is required before the customer can be active in them.
- 38.3 In addition to what has been stipulated in section 8 of these GTCs, the customer shall also inform CCV of any change concerning his company that affects the execution of the agreement. This applies in any event, but not exclusively, in the following situations:
- a. Sale, lease or any other form of transfer, division or termination of the customer's business,
  - b. Change of the location of the customer's point of sale,
  - c. Change or termination of the bank account,
  - d. Change in the way the customer's business is managed,
  - e. Change in the type of products and/or services that affect the MMC code,
  - f. Changes to the equipment and/or data communication networks used by the customer in the course of the transactions,
  - g. Change in expected monthly transaction numbers, average number of transactions, average transaction

value, maximum transaction amount and/or highest number of transactions.

- 38.4 The customer is obliged to inform CCV and, if relevant, the supervisor if:
- the customer has knowledge of or suspects fraudulent transactions,
  - the customer stores, processes or passes on data relating to transactions,
  - there is talk of a serious security incident, including so-called data lacquer.
- The customer shall be liable to CCV for all damage resulting from failure to comply with the duty to inform referred to in this paragraph.
- 38.5 The customer undertakes to CCV and CCV conditionally for each account holder who carries out a transaction by means of a payment method - by way of an order in favour of a third party - that the customer will use the data relating to the account holder obtained from him in the course of carrying out the transaction by means of a payment method solely for the administrative processing of the transaction and in compliance with the legal obligations relating to the processing of personal data. The customer shall not retain the data for longer than is strictly necessary and shall ensure complete and secure deletion of the data once the required retention period has expired.
- 38.6 The customer shall process and store (card) data and data relating to payments or other data subject to data protection exclusively in compliance with the PCI conditions and shall ensure that:
- sufficient functional separation is provided in his IT systems, including the implementation of the development, test and production environment,
  - sufficient security measures are in place to adequately protect its networks, websites, servers and communication networks against attacks and misuse,
  - sufficient processes have been implemented to adequately cover and limit access to sensitive payment data,
  - sufficient measures have been taken to set up access to systems in such a way that access is only granted when strictly necessary,
  - there is oversight by a risk management department when conducting system tests to ensure the soundness and effectiveness of those tests,
  - an assessment of the soundness and effectiveness of the security measures is carried out at regular intervals,
  - these obligations are imposed on the delegated party in the event of externalisation of the work,
  - he/she participates in a self-assessment if requested to do so by the customer or, if so requested, presents his/her certificate that he/she is PCI compliant.
  - the processes related to transactions are sufficiently clearly separated from the processes in the webshop, making it clear to the consumer that he is communicating with the payment service provider and not with the customer.
- 38.7 The customer himself is responsible for the availability, security and functioning of the necessary technical equipment and will ensure that the technical equipment always complies with the specifications laid down by CCV, including additions and changes to these specifications.
- 38.8 In the case of online payment methods, the customer receives a token (the so-called API key) provided by CCV. The customer or a third party engaged by the customer must be aware that the API key is secret and act accordingly. The customer or a third party engaged by the customer must store this token in a secure manner. If this token is disclosed or otherwise becomes publicly known, the consequences thereof shall be borne by the customer. The following additional requirements apply to the customer:
- Access to the token for payment must be adequately protected.
  - When changing the use of the online payment method, the customer must first obtain CCV's approval.
- 38.9 The customer is authorised to involve third parties in the execution of the contract at his own expense and risk. The customer shall ensure that the third parties engaged by the customer are fully informed about and bound by the obligations arising for the customer from the contract, the GTCs or regulations. The customer guarantees that these third parties will correctly comply with such obligations and, at the first request of CCV, will take legal action to enforce compliance with these obligations. The customer is aware that the involvement of third parties entails risks. The customer shall exercise due care in the selection of such third parties.
- 38.10 At CCV's request, the customer is obliged to cooperate in an investigation by or on behalf of CCV or the Scheme Owners, Acquirers or the relevant supervisor into the manner in which transactions are accepted, the confidentiality of the account holder's data and serious breaches of the security of information subject to data protection. If a breach is found to have occurred, CCV shall be entitled to charge the customer for the costs of the investigation or the costs charged to it in connection with the investigation.
- 38.11 During working hours CCV is entitled to inspect or have inspected the customer's premises or electronic systems from which the customer's professional and business activities, in respect of which the transactions are carried

- out, are carried out. The customer will cooperate in such an inspection free of charge upon request.
- 38.12 In the event of a disruption in the use of a payment method, the customer must immediately report this to CCV and, at CCV's first request, provide further information regarding this disruption and the measures taken by the customer. The customer must follow the instructions given by CCV when making the report.
- 38.13 The customer must also follow other instructions from CCV, the acquirer or the scheme owner regarding the use of the payment method.
- 38.14 Under no circumstances will the customer himself act as payment service provider or enable purchases between private individuals without himself concluding the purchase contract with the account holder. The customer shall indemnify CCV for all damages suffered by CCV if the customer fails to comply with the previous sentence.
- 38.15 The customer will regularly, but at least once every 14 calendar days, check the CCV website to see whether new information has been provided on the payment method(s) agreed with the customer.
- 38.16 The customer is obliged to use up-to-date anti-virus software, anti-spy software, firewall software and other technical security instruments to protect the use of the payment methods. If the customer discovers or suspects the presence of a virus or spyware or unauthorized access by a third party, he/she shall immediately report this to CCV and take all possible measures to limit the damage.
- 38.17 The customer is obliged to strictly follow the regulations regarding the use of the payment method. In any case, the customer shall ensure:
- a. the provision of this information on his website or in other commercial communications to his customers, as he is obliged to do under the applicable legislation in the countries where or from which due services are provided,
  - b. that the customer will (continue to) inform its buyers of any restrictions that the customer applies with regard to the taking back of delivered products or services,
  - c. the customer, if so requested, is or will continue to be subject to its obligations under the legislation based on Directive 2011/83/EC on the protection of consumers in respect of distance contracts, as amended, supplemented or replaced where appropriate,
  - d. that no confusion can arise for its customers as to the identity of the customer in connection with the products and/or services to be supplied,
  - e. that the customer will use the services of CCV only in relation to products and services supplied by the customer himself.
- 38.18 Under no circumstances will the customer subordinate the presentation of the possibility to make transactions by means of a payment method, for example by the position in the web shop, the size of the presentation, the level of user comfort or implicit or explicit recommendations regarding other possible payment methods. The customer shall not set up the presentation of payment methods in a way that implies approval of a customer's product or service or third party standards for authentication.
- 38.19 Prior to a transaction, the customer informs the account holder about the costs he/she will be charged for using the option to pay with a certain payment method. These costs are indicated separately and do not exceed the direct costs that the customer himself/herself incurs for using the payment method.
- 38.20 If the agreement allows the customer to use a particular payment method, then the customer may not refuse the use of that payment method by the account holder to effect a transaction.
- 38.21 CCV is not liable to the customer for (legal) acts of account holders. The customer shall indemnify CCV against all claims of account holders in connection with a transaction and the use of payment methods and shall reimburse CCV for any damage CCV suffers as a result of such claims.
- 38.22 If the customer has received the payment confirmation, the customer will not delay, suspend or otherwise thwart the execution of the transaction on the basis that the account holder has not (yet) paid the customer.
- 38.23 The customer warrants that transactions are carried out in a correct manner and in compliance with applicable laws and regulations and ensures that he/she carefully fulfils his/her obligations to the account holders as a result of transactions. The customer shall settle any disputes with Account Holders in connection with transactions at its own expense and risk in an appropriate manner.
- 38.24 The customer must keep a copy of all electronic and other documents relating to the transactions and the ordering and delivery of its products and services for a period of at least 5 years after the transaction being processed or, if longer, during the applicable warranty period of the product and services delivered. The copy of the administrative documents includes, but is not limited to shipping details (if relevant), invoices for the delivered product and/or service, transaction slip or report from the payment machine and all contacts with the account holder.
- 38.25 The customer has a complaint and escalation procedure for account holders, with a contact point for consumers

available by e-mail and/or telephone.

### **39 Liability**

- 39.1 CCV shall not be liable for the non-execution or defective execution of a payment order if that payment order has not been executed based on a unique correct identifier as referred to in Section 542 of Book 7 of the Dutch Civil Code.
- 39.2 It is possible that a further limitation of liability has been included in the rules for certain payment methods. If this is the case, this further limitation will prevail over all other limitations of liability.
- 39.3 Under no circumstances shall CCV be liable for damage caused by other parties, including but not limited to a supervisor, nor for damage suffered as a result of the malfunctioning of other chain members of the payment method, such as the acquirer.

### **40 Termination and dissolution**

- 40.1 In addition to Section 7 of these GTCs, CCV is entitled to terminate the agreement with immediate effect if the customer does not comply with the regulations, exceeds fixed limits or accepts transactions which in the opinion of CCV are contrary to these GTCs.
- 40.2 In the event of termination of the agreement or use of a payment method within 12 months, CCV shall be entitled to charge the following actual costs.
- 40.3 In addition to what is stipulated in Section 7.4 of these GTCs, CCV is entitled to dissolve the agreement with immediate effect without judicial intervention and without any notice of default being required, and CCV and the Acquirer are entitled to deactivate the products and/or methods of payment without the customer being entitled to compensation if:
- a. the customer does not, does not timely or does not adequately fulfil his obligations arising for him from the Agreement and the Regulations, including but not limited to the fulfilment of imposed (additional) preventive measures to prevent fraud and/or ensure the integrity of payment transactions,
  - b. fraud or any other serious neglect on the part of the customer during transport,
  - c. a measure taken by a CCV supervisory authority requires this,
  - d. require national or international laws or regulations to do so,
  - e. the customer acts in a manner that is contrary to the law or that may damage the reputation of CCV or any of its suppliers (including third parties involved in the transport),
  - f. the customer's financial situation is in sharp decline,
  - g. serious interests of CCV (or any other entity belonging to it) result in the fact that CCV cannot reasonably be required to continue the service under the agreement,
  - h. the customer otherwise loses the power of disposal over his assets or parts thereof.
- 40.4 If the Acquirer and/or a Scheme Owner terminates the agreement with CCV relating to the offer of payment methods and/or the processing of transactions either with immediate effect or subject to a period of notice, CCV shall be entitled to terminate the agreement as a consequence thereof also with immediate effect or on a termination date not later than the termination date announced by the Acquirer or Scheme Owner.
- 40.5 Without prejudice to the provisions of this clause, CCV shall also be entitled to reimbursement by the customer of any loss suffered by CCV as a result of termination or dissolution as a result of any situation described in this clause, as well as any costs, interest and the like incurred by CCV.
- 40.6 In the event of termination of the agreement by CCV, the customer shall not be entitled to any form of compensation.
- 40.7 After termination of the agreement, obligations which by their nature are intended to continue, such as but not limited to obligations relating to the processing of transactions, due diligence and record keeping, confidentiality, liability and crediting of the bank account, shall remain unaffected, provided that these transactions took place before the agreement was terminated.

### **41 Exclusion of statutory provisions**

- 41.1 The applicability of the following provisions of the Dutch Civil Code and all subordinate provisions related thereto is excluded in the business relationship between CCV and the customer: Articles 516 to 519 inclusive, Article 520 paragraph 1, Article 522 paragraph 3, Article 527, Articles 529 to 531 inclusive, Article 534 and Articles 543, 544 and 545 of Book 7 of the Dutch Civil Code.

41.2 Nor are any of the provisions of the Dutch decision on the conduct of business supervision of financial undertakings applicable with regard to the content and provision of the information required under Title III of the Dutch Payment Services Directive for the implementation of Articles 516, 517, 518 and 530(4) of Book 7 of the Netherlands Civil Code.

**42** **Applicable law**

As already stated in the introduction and in Section 18.1 of these GTCs, only Dutch law is applicable to this Section F, insofar as the CCV Group company CCV Group B.V. (or a third party acting on its behalf), which is part of CCV, is responsible for the transmission of transactions on behalf of the Customer. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is expressly excluded.