Conditions of Participation Wallee Plattform

1 Applicability

customweb GmbH (from here on also refered to as "customweb") as a supplier offers its customers (hereinafter "contractual partner") a payment service via an electronic platform (hereinafter "product", "platform" or "wallee") with which payments can be processed and all related services in e-commerce as well as POS are offered.

These General Terms and Conditions (hereinafter referred to as "GTC") apply to the contract between the contractual partner and customweb GmbH. The use of the product may require the contractual partner to enter into further contracts with payment service providers (e.g. Acquirer) in order to be able to accept cashless payments. All resulting fees are to be borne by the contractual partner.

The personal designations used in the following General Terms and Conditions should be construed as applying to both male and female persons.

2 Applicability

2.1 Integration and Operation

Acquisition, operation and maintenance of an infrastructure suitable for the use of the product, as well as the safety precautions against the misuse of the infrastructure, are fully the responsibility of the contractual partner.

This is also the case if the contractual partner uses premanufactured plugins or modules.

3 The wallee Platform

3.1 General

customweb operates and manages the product in technical, organizational and administrative terms. In principle the contractual partner is not entitled to constant availability or trouble-free usage of the platform. Exceptions include if the contractual partner and customweb have entered into any SLA supplementary agreements.

customweb is entitled to interrupt the operation of the platform at its reasonable discretion if this is necessary for compelling reasons, such as for example system changes and additions, disturbances or risk of abuse.

customweb reserves the right to change or supplement the product in technical and organizational terms. If this results in any adjustments to the infrastructure, the contractual partner shall make these adjustments at his own expense, following the instructions of customweb and the respective supplier.

3.2 Data Transmission and Storage

customweb acts as a technical intermediary of the contracting partner's data to and from other payment service providers. customweb assumes no liability whatsoever in connection with third parties for the correctness or expediency of an authorization, payment or rejection.

The transfer of the transaction data is encrypted. Currently, customweb uses the TLS encryption method. customweb is entitled at any time to use a different procedure to increase the safety standard. However, since the transmission takes place via the Internet, customweb does not assume any guarantee for the security of the transmitted data.

The contractual partner can access the data stored on the platform for at least 12 months. customweb is entitled to access stored data at any time. However, customweb does not provide any archiving of this data for the contractual partner. It is the responsibility of the contractual partner to archive the available data within the mentioned deadline if necessary, as well as to store the electronic reminders, invoices, etc. received.

3.3 Changing the Platform and Interfaces

customweb reserves the right at all times to modify and adapt software and interfaces, to make a new version available to the contractual partner and to modify the functions and/or characteristics of the software.

3.4 **Communication**

customweb and the contractual partner communicate via e-mail. The contractual partner notes that by means of electronic exchange of information via e-mail, the following risks to be borne by the contractual partner exist:

- Information is transmitted unencrypted via an open network accessible to everyone;
- it cannot be ruled out that the information can be viewed and/or altered by third parties. Such third parties can include existing customer relationships;
- the identity of the sender (email address) can be simulated or in other respects be manipulated;
- information exchange may be delayed or interrupted as a result of transmission errors, technical deficiencies, interruptions, interferences, unlawful interference, overloading of the network, deliberate blockage of the electronic access points by third parties or other inadequacies of the network operators.

For the communication via e-mail customweb uses the coordinates of the contracting party mentioned in the application. In case of changes of address, the contractual partner updates his contact data online in the platform.

customweb is also authorized to inform the merchant of any changes and offers on the platform via e-mail.

3.5 **Support**

We will provide you with support to resolve general issues relating to your wallee account and your use of the services. This support includes resources and documentation that we make available to you through the current versions of our support pages, API documentation, etc. Further help and guaranteed service levels are subject to additional contract components and options.

The most efficient way to get answers to your questions is to review our Documentation. If you still have questions after reviewing the Documentation, please contact us (www.wallee.com/support.html).

You are solely responsible for providing support to your customers regarding transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the services to your customers unless we agree to do so in a separate agreement with you or one of your customers.

4 **Prices, Taxes and Terms of Payment**

4.1 **Prices**

The prices and fees of the products and services are fixed to the prices of the selected product in the conclusion of contract.

4.2 **Taxes**

The prices and fees of the products are, unless stated otherwise, excluding VAT, withholding taxes and other fees.

All taxes and fees which arise or may arise in the future according to the legislation of the country of the contractual partner on the services to be provided by customweb within the scope of the products shall be borne by the contractual partner. The contractual partner is in any case obliged to comply with the provisions applicable in his country in connection with indirect taxes, withholding taxes and other possible charges.

If third parties are to derive claims against customweb from this, the contractual partner shall indemnify customweb in full.

The so-called reverse-charge process (Article 196 Directive 2006/112/EC) takes place for deliveries to the European Union. The tax liability is transferred to the beneficiary, in this case contractual partner, and is not collected by customweb.

5 **Billing**

5.1 **Form**

Invoices are sent electronically via e-mail.

5.2 **Service Charges**

The payment method stored in your profile will be used directly for charging you for the recurring fees for the use of the platform. In special

cases an invoice will be issued. The charges are due as soon as the product has been activated.

5.3 Transaction Prices

Depending on the monthly consumption, a usage-based fee is charged as well as the monthly fees. Transaction prices are defined in the selected product. When the contract is concluded, the contractual partner agrees to settle these transaction fees.

5.4 Fees of Third Parties

Any additional fees incurred through the use of integrated partners are borne by the contractual partner and are not part of the stated prices, unless stated explicitly.

5.5 Other Services

Services, possible activation fees, etc. will be invoiced immediately after delivery. In case of termination, there is no refund claim on already paid fees.

6 Payment

6.1 General

If possible, the payment method stored in your profile will be used directly for charging you for the monthly fees and transaction prices.

If an immediate charge is not possible or if in an isolated case the contractual partner is offered to pay by invoice, the payment period is normally 30 days from the date of the invoice, after which the contractual partner is in default without a warning.

The contractual partner may only offset his claims against customweb with prior written consent.

6.2 Default

If the contractual partner is in default in payment, customweb is entitled to charge a default interest rate of 5% p.a. to the invoice amount and to charge the contractual partner all dunning expenses and collection charges. From the first dunning stage, customweb is entitled to charge a dunning fee of CHF 5 to the contractual partner for each issued reminder.

In the event of a delay in payment, customweb also has the right, after prior warning, to cease its services until the payment has been made. The expenses for the restoration of the willingness to perform shall be borne by the contractual party.

7 Integration

7.1 General

The contractual partner will be granted access to the platform via the Internet. customweb provides the contractual partner with various interfaces and detailed documentation for the integration into the infrastructure.

The contractual partner is responsible for the integration of the service. customweb offers support available at www.wallee.com/support.html.

customweb assumes no liability for any software components, that are provided for the integration of the platform into the contractual partner 's infrastructure.

7.2 Access

In the course of the registration, the contractual partner creates his login data to access the platform. In the administration interface, the contractual partner can create additional "Application-Users" or "Human-Users" and grant dedicated rights.

The contractual partner is responsible for ensuring that the login data and electronic keys are adequately protected against access by unauthorized third parties. He also has to renew the passwords on a regular basis. Anyone who logs into the platform using the login data created by the contractual partner will be identified approved of. customweb only checks the login data; no further verification takes place.

If there is reason to believe that unauthorized third parties have gained knowledge of the login data, the contractual partner shall immediately block the login data through customweb. The contractual partner is liable for all actions carried out by third parties using the login data as well as for his own actions.

8 Use and Copyright

8.1 License

customweb grants the contractual partner a non-exclusive, temporally and locally unlimited license to use of the platform during the term of the agreement. Thus, the contractual partner shall be entitled to the right of the use of the computer programs provided to him through the platform and all other proprietary rights attached to the platform to the extent necessary to set up and manage his account in accordance with the agreement.

The contractual partner may only copy the software components made available for integration (e.g. payment plugins) into his infrastructure for backup and archiving purposes only. Any other use for commercial purposes is prohibited. Any unauthorized copying or modification as well as any further interventions are prohibited. In the case of violations of the provisions in this section, all rights of use expire. We also reserve our right to further legal claims.

customweb reserves the right to improve the computer programs and the platform in the context of technical progress and to make available to the contractual partner a new program version and to modify the features and / or characteristics of the programs to the extent that is reasonable for the contractual partner.

The right of use may only be transferred to affiliated companies of the contractual partner or third parties with the prior written consent of customweb. An exception to this are so-called invites. With invites, the contractual partner has the possibility to grant access to his account or space to third parties who are already registered on the platform (e.g. developer).

8.2 Copyrights for Brands and Other Labels

wallee is a trademark protected brand which as such may only be used with the consent of customweb. This agreement does not transfer any rights to the contractual partner for the use of the brands of customweb.

9 Due Diligence Obligations of the Contractual Partner

9.1 Data Security in General

The contractual partner is responsible for the security of the data in his system. It must comply with the requirements of the respective payment processor with regard to data security in its systems.

9.2 PCI-DSS

wallee is a PCI-DSS Level 1 certified payment provider. As soon as the credit card data reaches customweb's systems, customweb is responsible for the safety and secure transmission of the data to the payment service provider for further processing.

The contractual partner is responsible for the safety of the data in his system. In particular, an integration may only be carried out according to the documentation of customweb. In no event is the contractual party entitled to store the credit card or any other sensitive data on his systems in any form without corresponding PCI certification. The contractual partner must comply with the security requirements and regulations agreed upon with his acquirers, in particular the requirements according to the data security standard PCI DSS (Payment Card Industry Data Security Standard) required for the payment card industry. The contractual partner commits himself to ensure by appropriate measures that no manipulations, in particular no abusive transactions, are possible. The contractual partner must train his personnel in the correct use of the platform at reasonable intervals, in particular during the commissioning.

9.3 PCI DSS Obligations of the Contractual Partner

The contractual partner must also ask the financial institution involved in handling the credit cart payments payments whether he needs a PCI certification.

The contractual partner is aware that full compliance with the safety regulations is of great importance. A complete overview of all safety regulations to be followed can be found in the PCI requirements under http://www.visaeurope.com/en/businesses__retailers/pay-

ment_security.aspx or http://www.master-card.com/us/company/en/what-wedo/site_data_protection.html.

Among other things the contractual partner must:

- Ensure that all available safety patches and safety configurations are installed on all machines;
- refrain from storing any sensitive data such as credit card numbers or crypto-grams (CVC/CVV) relating to payment;
- protect all passwords and change them on a regular basis, in particular the password used to access the contractual partner account;
- protect their access to their servers and applications as well as their technical infrastructure, in particular through the use of a modern firewall and a constantly updated anti-virus software.

9.4 Compliance of the Offer

The contractual partner is, and remains, fully responsible for the content of his account. This includes the configuration parameters of the account as well as the financial transactions and e-commerce itself.

The contractual partner must ensure that transactions carried out through the platform are neither unlawful nor immoral, are free of viruses and do not violate the rights of third parties.

The contractual partner may only offer and sell the products and services to his customers which correspond to those agreed with his payment service providers.

Any costs and penalties caused by a breach shall be borne by the contractual partner. customweb does not review in any way what transactions are handled via the platform. However, customweb reserves the right to terminate or block the contract in the event of immoral or unlawful transactions without giving any further reasons.

9.5 Disclosure Requirement in Case of Changes

In case of changes on the part of the contractual partner (for example regarding legal form,

address, etc.), the contractual partner shall immediately update his contact data in the platform.

10 Data Protection

The contracting parties conform to the provisions of the respective applicable data protection act and obtain appropriate approvals for data processing from their customers. The contractual partner is particularly committed to the safe, careful and appropriate handling of data.

10.1 Data Transmission

customweb is entitled to transfer data to third parties for the purpose of assessing possible risks or for transaction processing to the extent required and if requested to obtain offers for the customer. The contractual partner acknowledges that the data (in particular master data and transaction data) is processed in connection with the completion and fulfilment of the services in Switzerland and in countries of the EU. The contractual partner agrees to this and gives his explicit consent to the data processing. He also ensures that possible consents from the customers for the transmission to customweb are obtained legally.

The contractual partner is aware that personal data is transmitted to foreign countries during the use of certain services of the platform. It may also result in a transmission to countries which do not have a level of protection comparable to the EU or Switzerland. It is the duty of the contractual partner to comply with the law of his country of origin regarding the use of such services and the transfer of the data abroad.

10.2 Further Provisions

By accepting these General Terms and Conditions, the customer declares at the same time his agreement to customweb's privacy policy (available at: https://wallee.com/privacy_policy.html) and the order processing contract (available at: https://app-wallee.com/s/1/resource/order-processing-contract.pdf) in the currently valid version. These are permanently available on the homepage of wallee.com. The customer declares to know accept and comply with both documents.

11 Liability and Guarantee

11.1 Guarantee

customweb provides the Payment Card Industry (PCI) -certified PSP platform for the authorization of transactions and its processing. However, customweb is neither responsible for the system availability of the third parties which are connected to the platform nor for the non-compliance of the safety regulations to be followed by the contractual partner or the affiliated partners.

11.2 Liability

Without prejudice to further statutory provisions, and unless otherwise expressly stipulated, the contractual partner shall be liable in particular for damages caused by him or by third parties contracted by him, resulting from faulty performance of his obligations, especially in technical, organizational and administrative matters.

Any liability of customweb for damages caused by transmission errors, technical defects, interruptions, disturbances, unauthorized interference with telecommunication facilities, abuse by employees of the contractual partner, overloading of the network or deliberate blockage of electronic access by third parties is excluded.

In particular, customweb is entitled to charge further damages caused by culpable breach of duty on the part of the contractual partner or by third parties commissioned by him. The contractual partner shall indemnify customweb in full and shall assume these claims and the other case-related expenses. This also applies in particular in the following cases:

- In the case of a breach of the contractual partner against his contractual obligations pursuant to clause 9;
- in the event of damage caused by the contractual partner, because he himself or third parties (with the exception of customweb) have made changes to the interfaces;
- in the event of damage resulting from a lack of capacity for the actions taken by the contractual partner;
- in the event of damage resulting from errors in the hardware and / or software or due to incorrect selection of the hardware and / or software of the contractual partner.

Unless otherwise expressly regulated, customweb or third parties who are contracted by customweb shall only be liable in the event of wilful intent or gross negligence in accordance with the legal regulations. The liability of customweb for slight negligence shall be excluded in its entirety. The liability of the contracting parties for culpable injury to life, body or health as well as the statutory product liability remain unaffected.

In all cases, irrespective of the liability basis, the mutual liability of the contracting parties is limited to the amount of the monthly access fees in the last twelve months prior to the occurrence of the damage.

12 Changes to the Terms and Conditions and Products incl. Fees

customweb reserves the right to change and supplement the products, in particular the terms and conditions, the other integrating components as well as the fees and terms of payment. The contractual partner will be notified about these changes or additions in writing or electronically (e-mail) at least 30 days before their implementation. If the contractual partner does not agree with the notified changes or additions, he has the right to terminate the contract regarding the product to be changed or supplemented within 30 days after receiving notification of the changes or additions directly in the platform to the effective date of adjustment complying with the period of notice. If the contractual partner does not terminate the contract the changes or supplements are accepted by him.

13 Implementation, Duration and Termination

13.1 Start of Contract

The contract becomes effective as soon as the contractual partner receives his access data.

13.2 Duration

The contract is concluded for the minimum duration specified in the product. If nothing is

specified, the minimum contract period is one month.

After the expiration of the minimum contract period, the contract module is automatically extended by another month, unless terminated by a contracting party.

The contractual partner's right of terminating the contract referred to in section 12 as well as the right of the contracting parties to immediate termination for important reasons pursuant to section 13.4 remain reserved.

13.3 Ordinary Termination

The contract module can be terminated, subject to a notice period, for the first time at the end of the minimum contract period. If no other products exist, the termination of the contract module automatically results in the termination of the contract. Upon termination of the contract, all stored data will be irrevocably deleted.

13.4 Extraordinary Termination

The contracting parties are entitled at any time to terminate the contract modules with immediate effect if important reasons exist.

Important reasons are in particular:

- Serious or repeated breaches of provisions by the contractual partner;
- inconsistencies in settled transactions;
- a significant change of ownership and control relationship of the contractual partner (change of control);
- opening of insolvency proceedings on the assets of the contractual partner.

The extraordinary termination of products for the acceptance of cashless payments entitles customweb to immediately terminate all existing products. Upon termination of the contract, all stored data will be irrevocably deleted.

13.5 Effect of Contract Termination

The obligations under sections Data Protection (clause 10), Liability (clause 11), Effect of Contract Termination (clause 13.5), Confidentiality (clause 14) and Final Provisions (clause 15) continue after termination of a contract;

whereby the obligations to the second paragraph of this item only continue until the contractual partner has fulfilled them.

Upon termination of the contract, the contractual party must remove all references visible to the customer regarding the services of customweb or wallee and must irrevocably delete all software components provided for the integration in his infrastructure as well as any copies made at his own expense. This obligation also applies to third parties involved by the contractual partner. As long as this hasn't occurred, the contractual partner shall be liable for the resulting fees regardless of the termination date.

14 Confidentiality

The contracting parties impose a reciprocal obligation to keep the agreed terms as well as all information, documents, data and procedural techniques, which are marked as confidential and are neither public nor generally accessible, secret and to make them available to third parties only with prior written consent of the other contracting party. This does not prevent the contracting parties from revealing confidential information, provided this is based on the exercise of mandatory legal requirements.

15 Final Provisions

15.1 Assignment Prohibition

Assignment of rights of the contracting party to customweb is only permitted with the prior written consent of customweb.

15.2 Including Third Parties

customweb reserves the right at all times to transfer the contractual obligations (technical as well as administrative) to third parties in full or in part, without having to notify the contractual partner.

Such third parties are authorized to perform legal acts resulting from contracts and to do so on behalf of customweb.

15.3 Severability Clause

If a provision of the contracts (including fees) is declared invalid, the remaining provisions shall

remain unaffected and shall be interpreted as if the contract module had been concluded without the invalid provision. The same applies to contract gaps.

15.4 Applicable Law

All legal relations between the contractual partner and customweb derived from all concluded contracts are governed by Swiss law, excluding the Vienna Sales Convention.

The exclusive court of jurisdiction is Winterthur.

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