Conditions of Participation Wallee Plattform

1 Applicability

Wallee Group AG (from here on also refered to as “wallee”) 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 Wallee Group AG. 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

wallee 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 wallee have entered into any SLA supplementary agreements.

wallee 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.

wallee 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 wallee and the respective supplier.

3.2 Data Transmission and Storage

wallee acts as a technical intermediary of the contracting partner's data to and from other payment service providers. wallee 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, wallee uses the TLS encryption method. wallee is entitled at any time to use a different procedure to increase the safety standard. However, since the transmission takes place via the Internet, wallee 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. wallee is entitled to access stored data at any time. However, wallee 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

wallee 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

wallee 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 wallee 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.

wallee 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 wallee 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 wallee from this, the contractual partner shall indemnify wallee 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 wallee.

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 wallee with prior written consent.

6.2 Default

If the contractual partner is in default in payment, wallee 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, wallee 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, wallee 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.

Unpaid claims will be handed over to an external debt collection agency after an unsuccessful reminder. In addition to settling the invoice amount, the customer is also obligated to cover all costs incurred in connection with the delay in payment (in particular, default interest, reminder fees, collection costs, and legal fees).

Collection costs depend on the amount of the outstanding claim but will not exceed the recommendations of the Inkasso Suisse Association. For debt collection services provided by a collection agency, you will be charged the following compensation in CHF based on the amount of the main claim, in the event of your payment delay and from the moment the collection agency is engaged:

max. CHF 80 (claim up to CHF 75)
max. CHF 149.15 (claim up to CHF 250)
max. CHF 195 (claim up to CHF 500)
max. CHF 260 (claim up to CHF 1,000)
max. CHF 355 (claim up to CHF 2,000)
max. CHF 448.15 (claim up to CHF 3,000)
max. CHF 634.40 (claim up to CHF 5,000)
max. CHF 1,100 (claim up to CHF 10,000)
max. CHF 1,920 (claim up to CHF 30,000)
max. CHF 2,740 (claim up to CHF 50,000)
max. 5.5% of the claim amount (from CHF 50,000.01)

Collection costs in the above amounts, based on the Inkasso Suisse damage table for payment delays, are deemed accepted by the customer regardless of proof of actual damages.

6.3 Passing on of payment details

In case of payment arrears and negative balances on the payment accounts of third party payment service providers involved in the settlement of cashless transactions, wallee is entitled to transfer the deposited payment information (credit card data) to the third party for payment collection.

7 Integration

7.1 General

The contractual partner will be granted access to the platform via the Internet. wallee 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. wallee offers support available at www.wallee.com/support.html.

wallee 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. wallee 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 wallee. 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

wallee 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.

wallee 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 wallee. 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 wallee. This agreement does not transfer any rights to the contractual partner for the use of the brands of wallee.

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 wallee‘s systems, wallee 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 wallee. 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/payment_security.aspx or http://www.mastercard.com/us/company/en/whatwedo/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 cryptograms (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. wallee does not review in any way what transactions are handled via the platform. However, wallee 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

wallee 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 wallee 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 wallee'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

wallee provides the Payment Card Industry (PCI) -certified PSP platform for the authorization of transactions and its processing. However, wallee 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 wallee 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, wallee 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 wallee 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 wallee) 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, wallee or third parties who are contracted by wallee shall only be liable in the event of wilful intent or gross negligence in accordance with the legal regulations. The liability of wallee 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

wallee 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 wallee 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 wallee 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 wallee is only permitted with the prior written consent of wallee.

15.2 Including Third Parties

wallee 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 wallee.

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 wallee 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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General terms and conditions for terminal purchase and service subscription

A. TERMINAL PURCHASE

1 Object of the contract

Wallee Group AG, Neuwiesenstrasse 15, 8400 Winterthur, Switzerland (hereinafter referred to as "the service provider") sells the terminals and accessories listed in the sales contract to the contractual partner. Agreements deviating from these terms and conditions must be made in writing. Declarations and agreements made orally or in writing prior to the conclusion of a contract shall only form part of the contract if they are expressly agreed in writing in the contract. Any installation services, special software developments or training services shall be provided by the service provider on the basis of contracts to be concluded separately and against separate remuneration.

2 Conditions / Delivery and payment conditions

The prices are quoted in the currency mentioned in the contract and do not include VAT. The prices agreed in the contract documents or in the price list valid at the time of conclusion of the contract shall apply. Unless otherwise agreed, the prices quoted are understood to be those from the service provider's ex works. Delivery costs, connection and functional testing shall be invoiced separately. Packaging, type of dispatch and dispatch route shall be determined by the service provider unless special requirements of the contractual partner have been contractually agreed.

The service provider shall endeavor to meet agreed delivery dates but cannot guarantee them. In the event of a delay in delivery, the service provider shall inform the contractual partner immediately. The latter is obliged to accept the delivered goods. If delivery is not possible and must be repeated for reasons not attributable to the service provider, the corresponding costs shall be borne in full by the contractual partner.

The settlement takes place with the dispatch of the goods. The service provider is entitled to demand a down payment or advance payment if explicitly agreed. The invoices are due within 30 days of the invoice date. If the payment period expires unused, the contractual partner shall be in default without a reminder.

3 Delay

If the contractual partner is in default with the acceptance of the goods or with the payment of the same, the service provider can either insist on the fulfilment of the contract and sue the contractual partner for damages due to delay and claim default interest of 5% p.a. or withdraw from the contract and demand from the contractual partner the return of the goods and a contractual penalty in the amount of CHF 400.00 as well as invoice services already rendered according to effective expenditure.

4 Transfer of benefit and risk

The benefit and risk of the purchased goods shall pass to the contractual partner upon dispatch of the goods by the parties. If the dispatch of the goods is delayed due to the fault of the contractual partner, the risk in the goods to be delivered shall pass to the contractual partner from the time of readiness for delivery.

5 Retention of ownership

All delivered goods remain the property of the contractual partner until the agreed purchase price has been paid in full. Until the agreed purchase price has been paid in full, the contractual partner may neither sell the goods nor otherwise transfer or pledge them to third parties. The service provider is entitled to have the retention of title entered in the relevant official register at the expense of the contractual partner

and/or to inform the lessor of the business premises of the contractual partner of the retention of title. Upon full payment of the purchase price, ownership of the goods shall automatically pass to the contractual partner.

6 Warranty

The contractual partner must notify the service provider in writing of any defects due to material or manufacturing defects that occur within 12 months of delivery within 5 days. Defective goods will be repaired or replaced at our discretion, to the exclusion of claims by the contractual partner for indirect and consequential damage, such as loss of profit, claims by third parties, loss of data, etc., and to the exclusion of claims by the contractual partner. Replaced parts become the property of the service provider and must be returned to the service provider upon request. No warranty claims shall exist for defects resulting from faulty installation, improper operation or if the devices have been opened or otherwise manipulated.

Consumable parts, including in particular device batteries, are excluded from the warranty.

The contractual partner has no claim to rectification of defects at the location of the equipment, unless this is expressly so agreed in the relevant service subscription. The costs for shipping the defective equipment to the service provider shall be borne by the contractual partner, whereby the risk of damage or loss during transport lies with the contractual partner.

7 Property rights of third parties

The contractual partner acknowledges that the device software is protected by copyright and may only be used for the contractual and intended use of the terminal. Any intervention in the device software and any copying of the software is prohibited.

8 Liability

Unless otherwise expressly regulated, the service provider or third parties called in by it shall be liable exclusively in the event of intent or gross negligence in accordance with the statutory provisions. Liability for slight negligence is excluded in its entirety. The liability of the contracting parties for culpable injury to life, limb or health as well as the statutory product liability shall remain unaffected thereby.

B. SUBSCRIPTION SERVICE

1 Obligation to conclude a service agreement

A service subscription is mandatory for the commissioning and maintenance of the terminals. The obligatory service subscription for terminal operation includes different services depending on the package selected

The contracting party acknowledges that the terminal in question cannot be put into operation without a service subscription or that the terminal will cease operating if the service subscription is subsequently cancelled (e.g. in the event of non-payment of future subscription fees or termination of the service subscription). A renewed commissioning is only possible if the required service subscription has been agreed and paid for by the contractual partner.

2 SIM cards

The terminals are supplied with a SIM card. The delivery of the SIM card is linked to the stock of a service subscription. The service provider assumes no liability for the terminal purchase and no liability in the event of malfunctions or defects of the SIM card or insufficient or no network coverage or roaming.

The contractual partner is at liberty to obtain an additional SIM card from a mobile network operator of his choice. In this case, the corresponding regulations of the mobile network operator apply.

A SIM card provided by the service provider may only be used together with the intended terminal. The service provider has the right to deactivate or block the SIM card with immediate effect in the event of misuse or suspicion of misuse or payment arrears without prior notice. The service provider charges an activation fee of

CHF 50 for reactivating or unblocking a SIM card.

The contractual partner is also liable for any damage caused by misuse. The service provider may reclaim or deactivate the SIM card from the contractual partner at any time for business reasons and with appropriate advance notice. For security reasons and to protect the contractual partner, the service provider is also entitled to deactivate individual services, namely roaming, at any time and without prior notice.

3 Prices and terms of payment

The costs for the service subscription are billed annually in advance before the end of the subscription period. Invoices are due for payment within 30 days. The service provider reserves the right to adjust the prices at any time while observing the cancellation period. Support and maintenance services not covered by a service subscription are covered, the contractual partner will be invoiced according to the current price list.

In the event of late payment, a reminder fee of CHF 20 plus interest on arrears of 5% p.a. are due. In addition, the contractual partner reserves the right to shut down the affected terminal and/or to terminate the service subscription prematurely without observing a period of notice.

4 Liability

The service provider shall be liable to the contractual partner for culpably caused direct damages up to a maximum of the annual price to be paid by the contractual partner for the service subscription. Any further liability for indirect damages or consequential damages such as loss of profit, claims by third parties, loss of data, etc. is excluded.

5 Duration of contract and termination

The Service Subscription Agreement becomes effective upon signing and is concluded for an indefinite period of time. It can be terminated by either party with a notice period of 3 months to the end of a contract year. The service provider reserves the right to terminate the service subscription prematurely and without observance of a period of notice, provided that the contractual partner has read these General Terms and Conditions and the law of the land. Fees already paid will not be refunded.

C. FINAL PROVISIONS

1 Final provisions

1.1 Contract adjustments

The contractual partner is obliged to inform the service provider in writing of any changes at least one month in advance. In particular, this includes a change of legal form as well as a change of name or location of the contracting party or of the terminals in operation.

1.2 Changes to the contract by the service provider

The service provider reserves the right to modify this contract and its components at any time. Such changes shall be notified to the Contractual Partner electronically or by any other appropriate means and shall be deemed accepted if the Contractual Partner does not object to them by registered letter within 30 days of dispatch.

1.3 Transfer/assignment

The transfer of the present rental agreement or the subletting of the payment terminals to a third party is not permitted.

1.4 Applicable law

All legal relationships derived from all concluded contracts between the contracting party and Wallee are subject to Swiss law to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.

Exclusive place of jurisdiction is Winterthur.

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Allgemeine Geschäftsbedingungen für die Miete von Terminals

1 Vertragsgegenstand

Die Miete von Zahlterminals bzw. die Inanspruchnahme von Paket-Lösungen setzt den Abschluss bzw. den Bestand eines gültigen Akzeptanzvertrages des Vertragspartners mit dem Leistungserbringer (wallee Group AG General-Neuwiesenstrasse 15, 8400 Winterthur, Schweiz) oder mit einem vermittelten Acquirer des Leistungserbringers voraus.

2 Preise und Zahlungsbedingungen

Die vereinbarten Mietgebühren sind 3 Monate im Voraus zur Zahlung fällig und werden automatisch über das hinterlegte Zahlungsmittel abgerechnet.

3 Inbegriffene Leistungen

Die inkludierten Leistungen ergeben sich anhand des gewählten Servicepakets. Im Mietpreis sind unter anderem folgende Leistungen inbegriffen:

- Systemmanagement: Betrieb des Zahlterminals und dessen System.
- Hotline
- Aktualisierung der Zahlterminal-Software: Regelmässige Aktualisierung der ep2-Software via Fernwartung.
- Terminal-Austausch: Kostenloser Austausch eines defekten Zahlterminals mittels Postversand.

Weitere Leistungen Servicepakete können bei Bedarf dazugebucht werden.

4 SIM Karte

Die Terminals werden mit einer SIM-Karte geliefert. Die Lieferung der SIM-Karte, ist an den Bestand eines Mietvertrags geknüpft. Der Leistungserbringer übernimmt für den Terminalkauf und keine Haftung bei Störungen oder Defekten der SIM-Karte oder bei ungenügender oder fehlender Netzabdeckung oder bei Roaming. Dem Vertragspartner ist es unbenommen, eine zusätzliche SIM-Karte bei einem Mobilfunknetzbetreiber seiner Wahl zu beziehen. In diesem Fall gelten die entsprechenden Bestimmungen des Mobilfunknetzbetreibers.

Eine vom Leistungserbringer zur Verfügung gestellte SIM-Karte darf ausschliesslich zusammen mit dem dafür vorgesehenen Terminal verwendet werden. Der Leistungserbringer hat das Recht, die SIM-Karte bei Missbrauch oder bei Verdacht auf Missbrauch oder bei Zahlungsrückstand ohne Vorankündigung mit sofortiger Wirkung zu deaktivieren bzw. zu sperren. Für die Reaktivierung bzw. Entsperrung einer SIM-Karte verrechnet der Leistungserbringer eine Aktivierungspauschale von CHF 50.–.

Der Vertragspartner haftet überdies für den durch Missbrauch entstandenen Schaden. Aus geschäftstechnischen Überlegungen und unter angemessener Vorankündigung kann der Leistungserbringer die SIM-Karte jederzeit vom Vertragspartner zurückfordern oder deaktivieren. Aus Sicherheitsgründen und zum Schutz des Vertragspartners ist der Leistungserbringer zudem jederzeit und ohne Vorankündigung berechtigt, einzelne Services, namentlich Roaming, zu deaktivieren.

5 Sorgfältige Behandlung

Der Vertragspartner gebraucht die die Zahlterminals lediglich zum vertraglich vereinbarten Zweck und ausschliesslich für sich selber oder mit verbundenen Unternehmen. Sofern er über korrekt geschlossenen Acquiringverträge verfügt können Terminals auch an anderen Standorten oder in verbundenen Unternehmen benutzt werden. Die Mietsache ist mit angemessener Sorgfalt zu gebrauchen, regelmässig gemäss Anweisung zu reinigen und vom Vertragspartner angemessen gegen Beschädigung oder Verlust zu versichern, sofern die Versicherung nicht im Servicepaket gebucht wird. Die gemieteten Zahlterminals (einschliesslich Zubehör) bleiben jederzeit Eigentum des Leistungserbringers.

6 Salvatorische Klausel

Wird eine Bestimmung der Verträge (inklusive Gebühren) für ungültig erklärt, bleiben die übrigen Bestimmungen davon unberührt und sind so auszulegen, wie wenn das Vertragsmodul

ohne die ungültige Bestimmung abgeschlossen worden wäre. Das gleiche gilt für Vertragslücken.

7 Mängel

Auftretende Mängel an den Zahlterminals sind dem Leistungserbringer umgehend zu melden. Der Leistungserbringer lässt die Zahlterminals umgehend auf eigene Kosten reparieren und/oder überlässt dem Vertragspartner einen gleichwertigen Ersatz gemäss den Austauschbedingungen des gewählten Servicepakets. Ein Anspruch auf Rückvergütung oder Anrechnung der Gebühr oder auf anderweitigen Schadenersatz wegen Ausfalls oder Defekts eines Geräts besteht nicht. Sind die Mängel schuldhaft durch den den Vertragspartner verursacht, haftet er gegenüber dem Leistungserbringer vollumfänglich für deren Behebung oder den Ersatz des Geräts zum jeweiligen Neupreis.

8 Haftung

Soweit nicht ausdrücklich abweichend geregelt, haftet der Leistungserbringer oder von ihm beigezogene Dritte ausschliesslich im Falle von Vorsatz oder grober Fahrlässigkeit nach den gesetzlichen Regeln. Die Haftung für leichte Fahrlässigkeit wird vollumfänglich wegbedungen. Die Haftung der Vertragsparteien wegen schuldhafter Verletzung des Lebens, des Körpers oder der Gesundheit sowie die gesetzliche Produkthaftung bleiben davon unberührt.

In allen Fällen, unabhängig von der Haftungsgrundlage, ist die gegenseitige Haftung der Vertragsparteien auf den Betrag der monatlichen Zugangsgebühren in den letzten zwölf Monaten vor Entstehung des Schadens beschränkt. Es erfolgt keine Haftung für indirekte Schäden oder entgangener Gewinne.

9 Inkrafttreten und Dauer

Der vorliegende Vertrag betreffend Miete von Zahlterminals wird für eine feste Dauer von 1 Jahr abgeschlossen und verlängert sich anschliessend, sofern er nicht unter Einhaltung einer Kündigungsfrist von 3 Monaten auf das Ende der festen Laufzeit gekündigt wird, um jeweils ein weiteres Jahr. Aus wichtigen Gründen, z.B. wenn der Vertragspartner mit der Bezahlung der monatlichen Mietgebühren in Verzug ist oder wenn der gleichzeitig bestehende Plattformvertrag von einer der Vertragsparteien beendet wird, kann der Leistungserbringer den vorliegenden Vertrag vorzeitig, ohne Einhaltung einer Kündigungsfrist oder eines Kündigungstermins, kündigen.
Jede Kündigung hat schriftlich zu erfolgen. Bei einer vorzeitigen Vertragskündigung wird dem Vertragspartner pro Zahlterminal eine administrative Gebühr von CHF 650.– in Rechnung gestellt oder mit einem allfälligen Guthaben des Vertragspartners verrechnet.

Bereits belastete Mietgebühren werden dem Vertragspartner in keinem Fall rückerstattet. Auf den Zeitpunkt der Vertragsbeendigung hin sind die Zahlterminals unaufgefordert und in gereinigtem Zustand an den Leistungserbringer zurückzugeben.

Im Falle der Rückgabe von nicht gereinigten, übermässig abgenutzten und/oder beschädigten Zahlterminals ist der Leistungserbringer berechtigt, dem Vertragspartner den entstehenden Aufwand in Rechnung zu stellen.

10 Schlussbestimmungen

10.1 Vertragsanpassungen

Der Vertragspartner ist verpflichtet, dem Leistungserbringer allfällige Mutationen mindestens 1 Monat im Voraus schriftlich mitzuteilen. Dies umfasst im Besonderen die Änderung der Rechtsform sowie ein Namens- oder Standortwechsel des Vertragspartners bzw. der in Betrieb stehenden Terminals.

10.2 Vertragsänderungen durch den Leistungserbringer

Der Leistungserbringer behält sich das Recht vor, diesen Vertrag sowie seine Bestandteile jederzeit abzuändern. Solche Änderungen werden dem Vertragspartner elektronisch oder auf andere geeignete Art und Weise bekannt gegeben und gelten als akzeptiert, wenn der Vertragspartner dagegen nicht innerhalb von 30 Tagen nach Versand mittels eingeschriebenem Brief Einsprache erhebt.

10.3 Übertragung/Abtretung

Die Übertragung des vorliegenden Mietvertrages oder die Untervermietung der Zahlterminals an einen Dritten ist nicht gestattet.

10.4 Anwendbares Recht

Alle aus sämtlichen abgeschlossenen Verträgen abgeleiteten Rechtsbeziehungen zwischen dem Vertragspartner und wallee Group AG unterstehen Schweizerischem Recht unter Ausschluss des Wiener Kaufrechts.

Ausschliesslicher Gerichtsstand ist Winterthur.

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Products and Programms

1 GooglePay

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