Payment Services

Card Processing Service Agreement

Date: ######### Contract type: NEW

We are: ("We", "Us" and "Our")	SIX Payment Services Luxembourg s.a. 15, rue Léon Laval L-3205 Leudelange Luxembourg
VAT Number:	LU-140 434 81
Registered Number:	000 296 97
Contact Name:	Edoardo Rocca
Customer Support:	customerservice.int@six-card-solutions.com
Helpline Tel:	+39 02 407 08 296

You are: ("You" and "Your")	Northampton borough Council The Guildhall, St Giles Square
Town/City	Northampton
Postcode	NN1 1DE
County/State	
Country	United Kingdom
Registered Number:	
VAT Number:	121 49 29 86
Contact Name:	Alan Craggs acraggs@northampton.gov.uk
Telephone:	

The Services is to be supplied to the following locations ("the premises"):

Location:	Location #1	Location #2	Location #3	Location #4	Location #5
	Northampton borough Council				
Address:					
Town:	Northampton				
Postcode:	NN1 1DE				
Country:	United Kingdom				
Telephone:					
Local Contact:	Alan Craggs				
e-mail:	acraggs@northampton.gov.uk				
Vertical Sector	Unattended - Parking				
Application	On-Street				
Equipment Make:	Metric				
Number of Device(s)	15				
System Type:	Pay & Display Remote Integra				
Card Reader Type:	IntegraTerminal - XENTEO CHIP&PIN				
Network Type:					

(*) Unless specified otherwise in this document, the Service shall commence three weeks from receipt of your signed contract and shall continue for a minimum term of 36 months. Month shall mean a calendar month starting from the 1st day of a full month. Year means each consecutive 12 calendar months from the Installation Date.

36 Months

Credit Card Schemes		Accepted Y/N		Accepted M/M	Acquiring Bank	Merchant Numbers
VISA	Visa Consumer Visa Corporate Visa Debit (Domestic) VPay	Yes		No	Six Payment Services	tbc
MasterCard / Maestro	MasterCard Consumer MasterCard Corporate MasterCard Premium MasterCard Debit Maestro (Domestic) Maestro (Intl.)	Yes		No	Six Payment Services	tbc
American Express		No		No		
Diners		No		No		
Shell / EuroShell		No		No		
Other Petrol Cards		No		No		

Exclude VAT - Initial Charges	Q	Code	Item(s)	Cur.	Unit Price	Total (Ex VAT)
The Service includes the provision of the following products by Us:	1	CD4	IntegraServer Remote Integra, Account Creation, Set-Up and Installation (See SLA)	GBP	550.00	550.00
	15	CD4	IntegraTerminal Terminal Activation, Set-Up and Installation (See SLA)	GBP	50.00	750.00
				GBP	-	-
				GBP	-	-
				GBP	-	-
			Total Due at Installation of the Service	GBP		1,300.00

Exclude VAT- Recurrent Charges	Q	Item(s)	Cur.	Unit Price	Total (Ex VAT)
The Service Charges are as follows:			%		
		Processing Fee - Minimum per Transaction	GBP	0.05	0.06
			GBP	-	-
		Processing Fees are inclusive of Terminal Management System, PCI Encryption, 24/7 Remote Support, Upgrades, Online Reporting & Processing.			

The Service relies on the provision of the following by You and/or Other Important Notes:	We strongly recommend that a dedicated ADSL line be used for transporting Credit & Debit Card Transactions (Not relevant for GPRS Equipment.) Your ADSL Line at your premises must be within the vicinity of our equipment. If you elect to utilise your own network, as opposed to a dedicated ADSL line, you acknowledge your PCI-DSS responsibility, and warrant that you have all necessary competencies to configure your network to enable our service to operate. IMPORTANT: If you operate a Purchase Order (PO) system, it is under your responsibility to provide us with the relevant PO number information. By default this contract will be deemed to stand as your PO in absence or in lieu of your PO information, if not supplied.

You have read this Agreement and by signing below both You and Us agree that this document, including the Terms & Conditions hereafter, constitutes the entire Agreement. By signing You also confirm that you are authorised to sign on behalf of You.

Signed:

Authorised Officer: Philippe Cherpin - Head of Unattended Solutions

For and on behalf of SIX Payment Services Luxembourg s.a.

Signed:

Authorised Officer: Michele Ferraris - CEO

Authorised Reference Code: (SIX Internal)

For and on behalf of SIX Payment Services Luxembourg s.a.

Signed: DWSimpson

Authorised Officer: DERRICK SIMPSON

Date: 2 DECEMBER 2015

For and on behalf of Northampton borough Council

Your Purchase Order (PO) reference

For office Use Only: Profit Centre: 27 Mandant Direction: TKR4E MCC: 7523 Automobile Parking Lots And Garages

Payment Services

Framework Agreement for Cashless Payments (EULUX)

The present agreement shall be deemed to establish the Framework Agreement related to all payment services offered by SIX Payment Services (Europe) S.A., a Luxembourg "Société Anonyme" having its registered office at 10, rue Gabriel Lippmann, L-5365 Munsbach, Luxembourg trade and companies registry no. B144087, (hereinafter "SPS"). The specific conditions relating to products and services shall be stipulated in individual Contract Modules to this Framework Agreement.

Merchant master data

PC 27 | Partner ID | Customer ID | Account ID

Legal name Northampton borough Council

Company data
Street/no. The Guildhall, St Giles Square
Postal code/city NN1 1DE Northampton Country United Kingdom
Phone 01604 838407 E-mail
www.
Legal form local authority Registry no. VAT ID 121 49 29 86

Short address NPTON BOROUGH COUNCIL For cardholder statement (max. 21 characters)

Terminal location/Webshop ☒ As company address ☐ Refer to location list ☐ Refer to Contract Module

Commercial name
URL

Location address
Street/no.
Postal code/city Country

Contact person ☐ Ms ☐ Mr
First name Last name Function
Phone E-mail

Legal representatives 1 & 2

☐ Ms ☒ Mr ☐ Contact person
First name Derrick Last name Simpson Function Town Centre Manager
Phone 01604 838953 E-mail dsimpson@northampton.gov.uk

Private information
Street/no.
Postal code/city Country
Date of birth (DD MM YYYY) Place of birth Nationality

Proof of identity ☐ Passport ☐ ID
Document no. Issued in Country
Issued by Issued on (DD MM YYYY) Expiry date (DD MM YYYY)

☐ Ms ☐ Mr ☐ Contact person
First name Last name Function
Phone E-mail

Private information
Street/no.
Postal code/city Country
Date of birth (DD MM YYYY) Place of birth Nationality

Proof of identity ☐ Passport ☐ ID
Document no. Issued in Country
Issued by Issued on (DD MM YYYY) Expiry date (DD MM YYYY)

Account data ☐ Decentralized settlement (refer to branch list)

Currency GBP
Financial institution HSBC BIC/Swift 40-23-44 (8 or 11 digits)
Postal code/city NN4 7AA Northampton Country United Kingdom
IBAN GB98MIDL40234440004189

Currency
Financial institution BIC/Swift (8 or 11 digits)
Postal code/city Country
IBAN

Account holder Northampton Borough Council Primary Operating Account
Street/no. The Guildhall, St Giles Square
Postal code/city NN1 1DE Northampton Country United Kingdom

SIX Payment Services (Europe) S.A., 10, rue Gabriel Lippmann, L-5365 Munsbach, www.six-payment-services.com
Mailing address: SIX Payment Services, Customer Service International, Hardturmstrasse 201, P. O. Box, CH-8021 Zurich

Payment Services

Beneficial owners

SPS is obliged to identify the "Beneficial Owner(s)". In terms of the anti-money laundering law, the beneficial owner is the natural person who ultimately owns or controls the Merchant's company; in particular by directly or indirectly holding or controlling at least 25% of its voting rights or capital shares.

☐ The Merchant's company is a sole proprietorship, and the sole proprietor is the only beneficial owner. (No form needed)
☐ The beneficial owners are recorded in the form "Identification of the beneficial owner(s)".
☒ There are no beneficial owners in terms of the anti-money laundering law.
The corporate ownership status is as follows: local authority

Correspondence

Language English ☐ To company address ☐ To location address ☐ To addresses according to branch list

Differing address
☐ Correspondence/P.O. Box
☐ Invoices
☐ Chargebacks

Company _____ FAO _____
Street/no. _____ P.O. Box _____
Postal code/city _____ _____ Country _____
E-mail _____ Phone _____

Differing address
☐ Correspondence/P.O. Box
☐ Invoices
☐ Chargebacks

Company _____ FAO _____
Street/no. _____ P.O. Box _____
Postal code/city _____ _____ Country _____
E-mail _____ Phone _____

Documents submitted

☐ Sole proprietorships: business registration (e.g. taxi license)
☐ Public/private limited companies, general/limited partnerships
  ☐ Excerpt from the commercial register (originals, copies of original excerpts or excerpts from the official database maintained by the register authority [internet excerpts] that account for the status upon stipulation)
  ☐ Articles of association
☐ Other company forms: company registration or corporate contract
☐ Associations: articles of association
☐ Charitable organizations: proof of charitable status

☒ All legal forms: Confirmation of bank relation or recent account statement
☐ Legal representatives
  ☐ Copy of a valid personal document (passport, ID)
  ☒ Confirmation of signatory power (if not included in register excerpt)
☐ Beneficial owners
  ☐ Form(s) "Identification of the beneficial owner(s)"
☐ _____
☐ _____

Remarks

UK borough Council

Provisions governing the Framework Agreement

Integral components
All Contract Modules stipulated, including any schedules of fees, general business conditions and supplemental agreements, represent an integral component of this Framework Agreement.

Coming into force, duration and termination
This Framework Agreement comes into force upon receipt of the present document, duly signed by the Merchant, by SPS. It is concluded for an indefinite duration. This Framework Agreement automatically ends upon termination of the last Contract Module in existence.

Intermediary
In the event of an intermediation, the intermediary brokers this Framework Agreement in the name, at the risk and on the account of SPS. Contracting parties for the services to be rendered under this Framework Agreement are solely the Merchant and SPS.

Data processing
The Merchant acknowledges that the data from this Framework Agreement (in particular master and transaction data) is processed by SIX Group companies in Switzerland as well as in countries of the EU. The Merchant agrees with this and grants its express approval to the data processing.

Applicable law and place of jurisdiction
All legal relationships deriving from the present Framework Agreement between the Merchant and SPS are governed by Luxembourg law. The exclusive place of jurisdiction is Luxembourg.

Date and place
2/12/2015
DD MM YYYY

Signature(s) of the Merchant's legal representative(s)*

* First and last name(s) in block letters DERRICK SIMPSON

The Merchant or its legal representative(s) have been personally identified by:

_____
Signature and full name of sales person (in block letters)

Payment Services

Appendix ____ "Pricing Table for Card Acceptance – Interchange++" (Presence)

to the contract module "Card acceptance"

Merchant Northampton borough Council Subsidiary/country UK Partner ID

Pricing model Interchange++

The pricing model "Interchange++" consists of 3 components which add up to form the individual commission rate for each transaction.

Interchange fees (IF) dynamic	+	**Card Scheme fees** dynamic	+	**SIX acquiring fees** fixed, in % and/or EUR
The fees charged to the Merchant correspond to the actual fees levied by the Card Issuers.		The fees charged to the Merchant correspond to the actual fees levied by the Card Schemes.		The fees charged to the Merchant cover the costs for transaction processing and settlement, fraud monitoring and customer service.

Pricing table presence business

Effective from __.__.____ (DD MM YYYY)

	Interchange fees		**Card Scheme fees**		**SIX acquiring fees**	
						Minimum acquiring fees
Visa/Visa Electron	As applied by the respective Card Scheme on behalf of the Card Issuers. Refer to: www.six-payment-services.com/interchange	+	As applied by the respective Card Scheme. Refer to: www.six-payment-services.com/schemefees	+	0.0000 % + GBP 0.0400 /trx.	GBP 0.0000 /trx.
V PAY					0.0000 % + GBP 0.0400 /trx.	GBP 0.0000 /trx.
MasterCard					0.0000 % + GBP 0.0400 /trx.	GBP 0.0000 /trx.
Maestro					0.0000 % + GBP 0.0400 /trx.	GBP 0.0000 /trx.

Dynamic Currency Conversion (DCC)

– ____ % DCC rebate for a hit rate between ____ % and ____ %
– ____ % DCC rebate for a hit rate above ____ %

Visa/Visa Electron, V PAY, MasterCard, Maestro

Surcharges

Pre-authorization fee Applies to all pre-authorizations.	(min GBP 0.01)	0.0800 % (of authorization amount)	MasterCard
Integrity fee for final authorizations, charged for transactions – that are delivered to SPS' system later than four working days after their authorization; – whose authorization amount does not match the final transaction amount delivered to SPS; – whose authorization currency does not match the final transaction currency delivered to SPS; or – that are canceled after final authorization.	(min GBP 0.03)	0.2500 % (of authorization amount)	MasterCard, Maestro
Foreign currency reimbursement	(of transaction amount)	____ %	All means of payment

Date and place 2/12/2015 (DD MM YYYY)

Signature(s) of the Merchant's legal representative(s)*

DERRICK SIMPSON

Date and place __.__.____ (DD MM YYYY)

Legal signatures of SIX Payment Services (Europe) S.A.*

* First and last name(s) in block letters

Payment Services

Contract Module "Card Acceptance" (EULUX)

to the existing "Framework agreement for cashless payments"

☒ Presence business ☐ Distance business

☐ Modification
☐ Renewal

Merchant Northampton borough Council — Contract no. F2F
Subsidiary/country UK — Contract no. SEC
MCC 7,5,2,3 Industry Parking — Contract no. MPO

Pricing model(s)

Pricing models and the corresponding fees are set out in the Appendices "Pricing table for card acceptance" which form an integral part of this Contract Module.

General fees

Processing of reversals/credits	
Processing of chargebacks Applies to chargebacks within the limits stipulated in the General business conditions for card acceptance, section 9.2.	GBP 0.50/chargeback (effective from 1.1.2016)
Processing of subsequent entries	T&M basis
Change of master data (in particular change of address, account data)	T&M basis
Provision of duplicates Applies to duplicates of contracts/reimbursement notices	Free of charge
Special reports ordered by the Merchant Applies to analyses, single transaction overviews etc.	EUR _____/hour

Delivery and reimbursement

Currencies
Delivery in[1] GBP GBP — Delivery in[1]
Reimbursement in GBP — Reimbursement in

Reimbursement type
☒ Net settlement — ☐ Gross Settlement ☐ SEPA Direct Debit ☐ Offsetting
☒ Settlement all (collective reimbursement) — Delivery date + _____ days for Secure E-Commerce
☐ Settlement by means of payment (additional charges apply) — Delivery date + _____ days for Mail/Phone Order

Reimbursement frequency
☐ Daily ☒ Weekly, closing on Sunday ☐ Bi-weekly ☐ Monthly, closing on _____

Notice type(s)
☒ Transaction level (detailed) — Language English
☒ Daily closing level by branch (summary) — ☐ DCC report
☐ Reimbursement summary by branch (recap) — ☐ Delivery confirmation

Notice frequency
☐ Same as reimbursement frequency — ☐ Weekly ☐ End of month ☐ Quarterly

Notice delivery
E-mail acraggs@northampton.gov.uk
First and last name of contact person (for login) ☐ Ms ☐ Mr _____
☐ Web service "myPayments Classic" — ☐ MRX – Merchant Reconciliation XML ☐ Standard ☐ Detailed
☒ PDF to e-mail above ☐ PDF to company e-mail

Card data security/PCI DSS

SIX Payment Services is obliged to ensure that the solutions for card acceptance put into use by the Merchant comply with the applicable PCI security standards in force.

Infrastructure
Terminal manufacturer Atos — Network service provider Six Payment Services
Terminal type Unattended — Terminal ID _____
Terminal certified according to PCI standard in force — ☒ True ☐ False
Stand-alone terminal — ☒ True ☐ False
Merchant does not save any card data — ☒ True ☐ False

Card data
Acceptance ☐ Webshop ☐ Phone ☐ Fax ☐ Post ☐ Other _____
Storage ☐ By the Merchant electronically ☐ By the payment service provider
☐ By the Merchant physically

Acceptance agreement
In the past a card acceptance agreement of the Merchant has been terminated prematurely. ☒ No ☐ Yes, theft of card data ☐ Yes, _____

[1] For UnionPay and JCB only in the respective national currency.

☐ Hatched sections exclusively apply to the distance business.

PC 2,7, — SIX Sales ID t,k,r,4,e, — ID Top Node — ID HQ — Partner ID

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Payment Services

The Merchant's business model

Webshop
URL _____ PSP _____
Test login (if shop is not active yet) _____

Products and services offered
_____
Number of transactions/year _____ Most expensive product GBP _____
Expected card turnover/year GBP _____ Most convenient product GBP _____

Delivery regions
☐ Domestic ☐ Europe ☐ Worldwide (excl. USA) ☐ Worldwide (incl. USA)

Requirements fulfilled by the Merchant
☐ Terms & Conditions including right of rescission/withdrawal and place of jurisdiction
☐ Acceptance of T&C by the customer prior to the conclusion of the order process (click-to-accept button)
☐ Legal notice corresponding to local customary requirements, incl. contact details (phone/e-mail)
☐ Transparency within webshop, catalogues and price lists (VAT, shipping and handling costs etc.)
☐ Proof of order/delivery available (to be submitted to SIX Payment Services in case of chargebacks)
☐ Order ☐ Bill of delivery ☐ Postal receipt ☐ _____

Hospitality and car rental services

The Merchant is obliged to perform the card acceptance in accordance with the relevant data sheet.

Hotel reservation guarantee ☐ Data sheet "Hotel reservation guarantee per credit card"
Hotel Advance Deposit ☐ Data sheet "Hotel reservation by means of down payment with a credit card (Hotel Advance Deposit)"
Rental car reservation ☐ Data sheet "Rental car reservation with a credit card"

Remarks

_____
_____

Integral contract components

☒ Appendix "Pricing table for card acceptance"
☒ "General business conditions for card acceptance"
☒ Data sheet "PCI DSS compliance instructions"
☒ Data sheets agreed in the section "Hospitality services" (if any)
☐ Appendix _____

☐ Data sheet "Best practices for E-Commerce Merchants"
☐ Data sheet "3-D Secure procedure for your online shop"
☐ Data sheet "Security tips for Mail/Phone Order"
☐ Data sheet "Delivery of goods and services in the USA"
☐ Appendix _____

The present Contract Module amends the "Framework agreement for cashless payments" and forms an integral part thereof. The existence or the simultaneous conclusion of a Framework Agreement is mandatory. This Contract Module modifies respectively replaces any previous versions of the same Contract Module. All fees quoted in this Contract Module are exclusive of VAT.

The Merchant shall accept the selected cards as means of payment and deliver the corresponding transactions to SIX Payment Services. The Merchant is obliged to adhere to the rules for card acceptance applicable to the type of business stipulated herein (presence and/or distance business).

The Merchant confirms that it has received and read the general business conditions and further integral contract components and understands and accepts them. **In particular, the Merchant acknowledges the provisions of the "General business conditions for card acceptance" regarding the claim to reimbursement and the exclusion of the claim to reimbursement according to section 8, the provisions regarding data protection according to section 13 as well as the liability provisions according to section 14.**

All legal relationships deriving from the present Contract Module between the Merchant and SIX Payment Services are governed by Luxembourg law. The exclusive place of jurisdiction is Luxembourg.

Date and place 2.12.2015 (DD MM YYYY)
DERRICK SIMPSON

Signature(s) of the Merchant's legal representative(s)*
DERRICK SIMPSON

Date and place . . (DD MM YYYY)

Legal signatures of SIX Payment Services (Europe) S.A.*

* First and last name(s) in block letters

Payment Services

General Business Conditions for Card Acceptance

Version 05.2015 (EULUX)

1 Scope of application, abrogation of the legal provisions concerning payment services and definitions
1.1 Scope of application
1.2 Abrogation of the legal provisions concerning payment services
1.3 Definitions

2 The Contracting Parties
2.1 The Merchant
(Identification of the Merchant – Sector allocation – Sub-acquiring prohibition – Points of sale – Changes on the part of the Merchant – Legal relationship between Merchant and cardholder)
2.2 SIX Payment Services (Europe) S.A.

3 Infrastructure of the Merchant
3.1 General
3.2 Obligations of the Merchant
(General due diligence obligations – Obligations regarding hardware terminals – Obligations regarding virtual terminals – Information obligation/Right to information – Transaction routing by third parties – Procurement of card acceptance services by more than one acquirer – Use of product logos and marketing material)

4 Authorization and settlement system of SPS
4.1 General
4.2 Authorization
4.3 Transaction processing and settlement
4.4 Web service "myPayments"

5 Card acceptance
5.1 General obligations of the Merchant
5.2 Exclusion of card acceptance
5.3 Card acceptance in the presence business
(General/Electronic processing – Contactless transactions)
5.4 Card acceptance in the distance business
(General/Electronic processing – Secure e-commerce in the webshop – Distance business transactions by post, telephone or fax)

6 Receipts
6.1 General
6.2 Transfer to the cardholder
6.3 Safekeeping obligation
6.4 Obligation to provide data and support

7 Transaction delivery
7.1 Delivery deadlines
7.2 Delivery currency
7.3 Subsequent entry

8 Reimbursement, fees and taxes
8.1 Modalities of reimbursement
(Account for receiving reimbursements – Reimbursement currency – SEPA payment transactions – Reimbursement notice and pre-notification)
8.2 Merchant's claim to reimbursement
8.3 Exclusion of the claim to reimbursement
(General – Exclusion of reimbursement in the presence business – Exclusion of reimbursement in the distance business)
8.4 Fees
(General – Third party reimbursement fees – Default of payment)
8.5 Taxes

9 Charging back of transactions
9.1 Credits
9.2 Chargebacks and fraud monitoring

10 Functional disruptions and fallback procedures
10.1 General
10.2 Fallback procedure for functional disruptions to the system/terminal
10.3 Fallback procedure for functional disruptions to the card (damaged card)

11 Additional provisions for hotel or car rental reservations

12 Additional provisions for Dynamic Currency Conversion (DCC)

13 Data protection
13.1 General
13.2 Consent to data processing and data transmission
13.3 PCI DSS data security standard

14 Liability

15 Notifications/Information
15.1 General
15.2 Information relating to interchange fees

16 Modifications and additions to the Contract Modules, incl. fees

17 Coming into force, duration and termination
17.1 Coming into force
17.2 Duration
17.3 Ordinary termination
17.4 Extraordinary termination
17.5 Consequences of the contractual dissolution

18 Confidentiality

19 Concluding provisions
19.1 Right to issue instructions of SPS
19.2 Intermediary activities of SPS
19.3 Assignment and offsetting prohibition
19.4 Involvement of third parties/Transfer to Group companies
19.5 Waiver of rights
19.6 Severability clause
19.7 Applicable law and place of jurisdiction

1 Scope of application, abrogation of the legal provisions concerning payment services and definitions

1.1 Scope of application

These General Business Conditions (hereinafter "GBC") shall apply with respect to the products and services in the field of card acceptance agreed between the Merchant and SIX Payment Services (Europe) S.A. (hereinafter "SPS") in the modules for card acceptance, e.g. "Card acceptance at the point of sale" or "Card acceptance for secure e-commerce and mail/phone order" (hereinafter individually "Contract Module" or collectively "Contract Modules").

These GBC form an integral part of the Contract Modules concluded. The Contract Modules concluded form an integral part of the "Framework agreement for cashless payments" (hereinafter "Framework Agreement") concluded between the Merchant and SPS.

Any deviating country-specific, legally binding requirements shall take precedence over these GCB.

1.2 Abrogation of the legal provisions concerning payment services

Pursuant to Art. 30 and Art. 51 of EU Directive 2007/64/EC of 13 November 2007 ("Payment Services Directive") and the national transposition acts, the Merchant and SPS agree to abrogate all provisions contained in the Directive that are abrogable.

1.3 Definitions

The following definitions correspond to the use of the respective terms in these GCB.

Acquirer (SPS)	An acquirer enables its merchants to accept **cards** as a means of cashless payment (**presence** or **distance business**) and ensures the processing of the **transactions** thus generated. To do so, it requires a license from the relevant **card schemes.**
Authorization	As part of the authorization process, the **card issuer** verifies whether a **card** is valid/not blocked and whether the transaction amount is within the limit set by the **card issuer.** An authorization granted does not constitute a reimbursement guarantee.
Card issuer	The card issuer has a license from a **card scheme** to issue **cards** to **cardholders** and invoices them for the purchases made using their **card.**
Card scheme	Licensor (such as Visa International, MasterCard International) for the issuance (issuing) and acceptance (acquiring) of **cards.**
Card verification code	Sequence of digits printed on a **credit card** (e.g. Visa [CVV2], MasterCard [CVC2]), which is used as an additional security feature in the **distance business.**
Cardholder	Customer that purchases goods and/or services offered by the Merchant and pays for them on a cashless basis using a **card (transaction).**
Cards	Generic term for payment cards that are used to make cashless payments, i.e. **credit/debit cards.**

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Chargeback	Reversal of a **transaction** delivered by the Merchant or of a reimbursement already remitted as a result of a justified objection regarding the **transaction** by the **cardholder** or the **card issuer.** The claim to reimbursement on the part of the Merchant lapses.
Contactless (contactless card, contactless reader, contactless transaction)	Processing of **transactions** using "near field communication" (NFC), an international standard for the transmission of data via radio technology. This requires a **terminal** with a contactless reader and a **card** with an NFC-compatible chip, e.g. a Visa with "PayWave" or MasterCard with "PayPass" functionality. The chip data is read by holding the **card** to the contactless reader.
Credit	Full or partial refund of a **transaction** to the **card** that was originally debited.
Credit card	**Card** used to pay for goods and services whereby the amount is subsequently debited to the **cardholder** (e.g. Visa, MasterCard, Diners Club/Discover, UnionPay, JCB).
Debit card	**Card** used to pay for goods and services whereby the account of the **cardholder** is debited immediately (e.g. V PAY, Maestro).
Distance business	**Transactions** where neither the **cardholder** nor the **card** are physically present at the point of sale. In particular, these are carried out via the Internet, telephone, fax or letter.
Electronic processing	Execution and delivery of a **transaction** making use of a hardware or virtual **terminal** and the electronic delivery to the **system.**
EMV (EMV card, EMV chip, EMV terminal)	Specification for **cards** that are equipped with a processor chip as well as the associated chip card reader device (e.g. POS **terminals,** ticket machines, ATMs, fuel pump systems). EMV transactions are payments that are processed by having the card data read electronically at an EMV terminal from the processor chip of the **card.**
Infrastructure	The technical installations attributable to the Merchant for the acceptance and execution of card payments by means of **electronic processing,** i.e. hardware or virtual **terminals** incl. peripheral devices such as cash registers and telecommunication equipment, routers, servers etc.
Merchant Category Code (MCC)	Grid specified by the **card schemes** that enables the Merchant's business activities to be allocated to one or more sector categories.
mPOS terminal	Mobile card reader that is operated by means of a compatible mobile end device (e.g. smartphone or tablet) and an app.
Payment Service Provider (PSP)	A PSP offers e-payment solutions, e.g. an application (virtual **terminal**) that allows electronic means of payment (mainly **credit** and/or **debit cards**) to be accepted for the payment of products offered in a webshop.
PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a **PCI standard** which aims to ensure companies implement security standards.
PCI standards	Security standards for the card industry defined by the Payment Card Industry Security Standards Council (PCI SSC) whose application is imposed by the **card schemes.** More information can be found at www.pcisecuritystandards.org.
PIN (Personal Identification Number)	Personal combination of digits that authenticates the **cardholder** as a legitimate user of a **card.**
Presence business	**Transactions** where both the **cardholder** and the **card** are physically present at the point of sale.
Receipt	Is used to document a **transaction** that has been executed. Transaction receipts are generated by **terminals** (paper receipt or electronic receipt) or in the webshop (order confirmation) and are to be handed over/transmitted to the **cardholder** on request.
SEPA: Single Euro Payments Area	Standardized euro payments area in which cross-border payment transactions can be settled as efficiently as domestic payment transactions in the individual countries.
System	The electronic authorization and settlement system operated by SPS for processing **transactions.** The "myPayments" service pursuant to section 4.4 forms a part thereof.
Terminal (hardware or virtual terminal)	Hardware terminals are stationary or mobile devices used to process **transactions** (transmission of data saved on the chip or magnetic stripe of a **card**). Software components that allow hardware terminals to be connected to other peripheral devices (cash register systems, hotel reservation systems, fuel pump systems etc.) are assigned to the hardware terminal. Virtual terminals are applications that allow **distance business transactions** to be processed. Such software terminals are usually operated and sold by **payment service providers** (also SPS).
Transaction	Cashless payment procedure executed by the Merchant by means of **electronic** or manual **processing,** with the transaction data subsequently being processed by the **system** of SPS.

2 The Contracting Parties

2.1 The Merchant

2.1.1 Identification of the Merchant

SPS is obliged to identify the Merchant, its legal representatives and beneficial owners as well as to record the business activities of the Merchant and correctly allocate them to the corresponding sector category (MCC). For this purpose, the Merchant shall provide SPS with copies of the documents specified in the Framework Agreement as well as, on a case-by-case basis, with any further documents required.

2.1.2 Sector allocation (Merchant Category Code, MCC)

The Merchant operates in the sector categories specified in the Contract Modules and sells goods and/or provides services to cardholders that are exclusively allocated to these sector categories. A separate contract module must be concluded for each sector category.

2.1.3 Sub-acquiring prohibition

Cards may not be accepted in order to pay for goods and/or services that are not offered or provided by the Merchant but by a third party.

2.1.4 Points of sale

No supplemental agreement is required for the acceptance of cards by the Merchant in its points of sale (branch offices, branches, establishments, operating sites and URLs that are linked with an additional webshop) provided that these are notified to SPS at the time the Contract Module is concluded. A supplemental agreement with SPS ("branch affiliation") is required to activate points of sale that are subsequently reported.

2.1.5 Changes on the part of the Merchant

Changes on the part of the Merchant (e.g. regarding the legal form, business activity, address, account details, legal representatives, beneficial owners, points of sale or infrastructure) shall be immediately communicated by the Merchant to SPS in writing. SPS is entitled to invoice the Merchant for the expenses associated with changes.

In the event of a change in its ownership structure (e.g. as a result of a sale or leasing), the Merchant is obliged to transfer the Contract Module to its legal successor in such a way that the legal successor can comply with all the obligations arising in this respect. SPS shall be entitled to refuse this transfer without specifying reasons and to terminate the Contract Module with immediate effect. For as long as SPS is not informed in writing of the legal succession, it may remit all reimbursements with discharging effect to the previous Merchant.

If the Merchant's credit rating deteriorates considerably (e.g. the opening of insolvency proceedings), the Merchant shall inform SPS. SPS shall be entitled, at its equitable discretion, to immediately take suitable measures, such as adjusting reimbursement terms, withholding reimbursements or demanding appropriate collateral. The Merchant shall be notified without delay of the measures taken.

2.1.6 Legal relationship between Merchant and cardholder

The Merchant shall settle any legal objections in relation to commercial transactions with cardholders, in particular complaints and claims, directly with the cardholder. This shall be subject to the rules governing credits and chargebacks pursuant to section 9. The Merchant, however, shall only pursue remedies against the cardholder if it does not have a claim to reimbursement vis-à-vis SPS (section 8.3) and it has repaid in full the reimbursements previously received.

2.2 SIX Payment Services (Europe) S.A.

SIX Payment Services (Europe) S.A. is a Luxembourg company ("Société Anonyme"), with its registered seat at 10, rue Gabriel Lippmann, L-5365 Munsbach (Luxembourg Commercial Register no. B144087). As a licensed payment institution (license number 06/10) SPS is under the supervision of the Luxembourg Financial Supervisory Authority (Commission de Surveillance du Secteur Financier/CSSF, 110, route d'Arlon, L-1150 Luxembourg). SPS holds the licenses from the card schemes that are necessary for acquiring.

3 Infrastructure of the Merchant

3.1 General

The Merchant shall be completely responsible for obtaining, operating and maintaining an infrastructure that is suitable for the processing of card transactions as well as for taking the technical security measures to prevent any misuse of the infrastructure; in particular this includes compliance with PCI DSS pursuant to section 13.3. This shall also apply to changes to the infrastructure as a result of system adjustments on the part of SPS in accordance with section 4.1, para. 3.

Only terminals (hardware and/or virtual terminals) that have been certified in accordance with the applicable PCI standard and the requirements set forth by the card schemes may be used for the processing of card transactions. EMV certification is an additional mandatory requirement for hardware terminals. Furthermore, certified terminals require an acceptance, by one or more acquirers, in accordance with the country-specific requirements of the responsible committee.

Transactions may only be processed via the system (cf. section 4).

3.2 Obligations of the Merchant

3.2.1 General due diligence obligations

The Merchant is obliged to ensure with appropriate measures that no tampering is possible, in particular no improper transactions and that the terminals are protected against access by unauthorized third parties. The Merchant shall train its personnel in the correct handling and use of the infrastructure at adequate intervals, in particular upon its entry into operation. It shall also instruct its personnel about measures to be taken to prevent misuse and fraud.

3.2.2 Obligations regarding hardware terminals

The Merchant shall place all hardware terminals at the point of sale in such a way that the cardholder has direct access to the terminal (in particular the display, keypad and card reader) and cannot be observed in case a PIN entry is required.

3.2.3 Obligations regarding virtual terminals

The Merchant shall, with the appropriate level of due care, protect the infrastructure used to operate virtual terminals, in particular the computers (including all related network components) and the data carriers that contain card data (particularly card numbers, expiry dates or transaction data).

3.2.4 Information obligation/Right to information

The Merchant is obliged, at the request of SPS, to provide information in writing on which terminals are in productive use. Furthermore, the Merchant authorizes SPS to obtain this information directly from the terminal manufacturers/software providers or any other infrastructure suppliers. The Merchant shall provide assistance to SPS in this respect.

The Merchant shall immediately notify SPS in writing of any changes relating to hardware terminals or its webshop, in particular any shutdowns, replacements or changes of location/URL.

3.2.5 Transaction routing by third parties

The Merchant shall be entitled to enter into an agreement with PCI DSS-certified third parties (such as payment service providers, network operators) which deliver transactions to SPS on behalf of the Merchant. SPS shall not refuse acknowledgement of such third parties unless for reasons of good cause. Any costs arising in relation to connecting the third party, in particular for activation, fees, delays and faults, shall be borne by the Merchant. SPS shall be entitled to invoice the Merchant for such costs and fees or to offset these against any reimbursements due for payment to the Merchant.

The Merchant shall immediately notify SPS in writing of any changes in relation to transaction processing via third parties or if it switches the third party used. SPS shall be entitled to refuse such changes or switch of third party for good cause.

3.2.6 Procurement of card acceptance services by more than one acquirer

When simultaneously procuring acquiring services from more than one provider, it must be ensured at all times that the transaction data relating to each acquirer is kept separate. Working together with third-party acquirers may in no way negatively impact the execution and security of the transactions to be processed by SPS.

3.2.7 Use of product logos and marketing material

The Merchant is obliged to clearly present the product logos received from SPS. In addition, the Merchant is obliged to obtain SPS' written consent to documents it has elaborated prior to printing or any publication (e.g. on the Internet) if these documents contain logos of SPS or specifically mention SPS.

4 Authorization and settlement system of SPS

4.1 General

SPS operates and supports the electronic authorization and settlement system in technical, organizational and administrative respects.

Notwithstanding the provisions of section 14, the Merchant shall have no right to the system being available and operating without disruption. SPS cannot warrant the uninterrupted and fault-free availability of the system. SPS shall be authorized to interrupt, at its equitable discretion, the operation of the system if it deems such an interruption to be necessary for imperative material reasons, for example system adjustments and updates, disruptions, risk of misuse.

SPS reserves the right to make technical or organizational changes or additions to the system. If these entail modifications to the infrastructure, the Merchant shall implement these in accordance with the instructions from SPS and the respective suppliers at its own cost. The Merchant is also obliged to accept the system adjustments and updates, in particular for the purpose of increasing security standards, carried out by SPS and the system/infrastructure suppliers or terminal manufacturers.

4.2 Authorization

Unless otherwise expressly agreed, the Merchant is obliged to obtain authorization from SPS for any form of card acceptance by means of a procedure specified by SPS. This does not apply to exceptions authorized by SPS (e.g. contactless card acceptance by means of offline transactions).

The Merchant acknowledges that within the context of the authorization procedure, it can only be verified whether a card is not blocked and no limit has been exceeded. An authorization granted therefore does not confer on the Merchant any claim to the reimbursement of the transaction by SPS (cf. section 8.3).

4.3 Transaction processing and settlement

The transactions delivered by the Merchant are processed and settled by the system. The resulting claims to reimbursement are credited to the Merchant and SPS' bank is instructed to remit the amount due to the Merchant's financial institution.

4.4 Web service "myPayments"

The Web service "myPayments" (hereinafter "Web Service") delivers electronic data and reports (e.g. reimbursement notices) in relation to the transactions processed. For its use SPS puts at the Merchant's disposal personalized login credentials. The Merchant is responsible for ensuring that these are sufficiently protected against access by unauthorized third parties. Furthermore, the passwords shall be changed on a regular basis.

Any party that identifies itself to SPS using the login credentials shall be considered as having been authorized by the Merchant to use the Web Service. SPS only verifies the login credentials; no further authentication is carried out. If there are grounds to suspect that unauthorized third parties have gained access to login credentials, the Merchant must ask SPS immediately to block the relevant login credentials.

The Merchant can access the data stored for a period of 6 months. SPS, however, does not archive this data. It is the responsibility of the Merchant, where required and within the specified term, to archive the available data.

5 Card acceptance

5.1 General obligations of the Merchant

Irrespective of the amount involved, the Merchant is obliged to accept all card types (e.g. Business Card, Premium Card) of a card brand (e.g. Visa, MasterCard) as a means of payment for goods and/or services ("transaction").

In all cases the Merchant shall

- not split transactions across several cards or in several partial amounts on the same card;
- not debit the card in return for cash payments or loans granted; cash payments (Cash Advance, Purchase with Cash Back) require (where available) a supplemental agreement;
- only accept the card for services that cannot be provided immediately if the cardholder receives a written information (also by e-mail) that the service will be provided subsequently;
- not change/correct any data on a receipt after it has been signed; if a correction is required, a new receipt must be issued;
- take the measures expected of a diligent Merchant to prevent the misuse of cards and notify any suspicions of misuse to SPS immediately.

5.2 Exclusion of card acceptance

The Merchant may not accept cards for

- transactions that are illegal or immoral in its country, at the place of receipt and/or according to the law applicable to the legal transaction with the cardholder or that require an official authorization that the Merchant does not have;
- transactions that do not correspond to the agreed sector categories; an additional contract module must be concluded in order to execute transactions outside the sector categories specified in the Contract Modules;
- transactions attributable to the sectors adult entertainment (pornography, eroticism), tobacco, pharmaceuticals, gaming and gambling or auctions; transactions in these sector categories may only be executed based on a supplemental agreement;
- transactions used to load other means of payment (e.g. prepaid cards, gift cards or e-wallet solutions); the execution of these transactions requires a supplemental agreement.

5.3 Card acceptance in the presence business

5.3.1 General/Electronic processing

When accepting cards using the electronic processing by means of hardware terminals, the Merchant is obliged to ensure that the reading of the card data and, where necessary, the entry of any PIN required can be carried out on the terminal by the cardholder in person – without this being observed by the Merchant or a third party. If the cardholder has forgotten the PIN or the system does not allow any further PIN entries, the card may not be accepted in accordance with the fallback procedures described in sections 10.2 and 10.3.

If the terminal does not request a PIN entry, the receipt generated by the terminal must in any case be signed personally by the cardholder on the specific signature line. When using an mPOS terminal, the cardholder signs directly on the screen of the mobile device. The following applies to UnionPay transactions: A PIN/six-digit combination of numbers is required for each transaction. In addition, each receipt must be signed by the cardholder.

If the cardholder's signature is required for the card to be accepted, the Merchant may only accept the card if it

- is presented within the period of validity printed on it;
- is not a recognizable forgery;
- has all the relevant security features;
- has been signed by the cardholder.

Furthermore, for transactions with signature confirmation, the Merchant shall ensure that

- the cardholder personally signs the receipt in its presence;
- the signature on the paper receipt or screen (for mPOS terminals) matches the signature on the reverse of the card; and
- the last four digits of the card number are identical to the last four digits of the number printed on the receipt.

In case of doubt, the Merchant shall check the identity of the cardholder against a piece of official ID (check that last and first names match) and record the key information (e.g. passport number, nationality) on the receipt or (for mPOS terminals) record it together with a reference to the corresponding transaction ID. For certain UnionPay cards, the name of the cardholder and expiry date are not shown on the card. In these cases, the Merchant has no obligation to carry out checks with respect to the period of validity of the card and the proof of identity of the cardholder.

5.3.2 Contactless transactions

For contactless transactions, the applicable security standard is managed via the hardware terminal. If the security parameters saved on the card and/or hardware terminal allow, neither PIN entry nor signature are required. If, for security reasons, it is nevertheless necessary to enter a PIN or provide a signature, the cardholder is requested to enter the PIN or to sign the receipt generated by the terminal.

5.4 Card acceptance in the distance business

5.4.1 General/Electronic processing

For the electronic processing of distance business transactions, the Merchant must always obtain and verify the last name, first name and residential address of the cardholder as well as the card number and expiry date of the card. The Merchant must specify the company name used in the webshop on all information transmitted to the cardholder (e.g. order, delivery and transaction confirmations, invoice).

5.4.2 Secure e-commerce in the webshop (3D-Secure procedure)

By authenticating the cardholder within the scope of so-called "secure" e-commerce transactions, the Merchant can reduce the risk of improper transactions subsequently disputed by the cardholder. For this purpose, a virtual terminal with merchant plug-in (hereinafter "MPI") is integrated into the Merchant's webshop. This virtual terminal can be obtained from SPS or another payment service provider certified in accordance with PCI DSS. The MPI is required in order to process transactions in accordance with the 3D-Secure standards of the card schemes (e.g. "Verified by Visa" or "MasterCard SecureCode"). During the transaction, the MPI establishes an encrypted connection with the server of the card issuer and verifies the password of the cardholder for secure e-commerce transactions, which allows the authentication and subsequent authorization of the transaction by the card issuer.

E-commerce transactions without MPI (e.g. manual entry of card data on the virtual terminal) are only permitted in exceptional cases and are associated with higher risks. They are subject to the exclusion of the claim to reimbursement in accordance with section 8.3.

5.4.3 Distance business transactions by post, telephone or fax (mail/phone order)

A certified virtual terminal is required for the acceptance of cards via "mail/phone order". The Merchant must destroy all manually recorded card data (in particular card number, expiry date and card verification number) after the transaction has been executed.

6 Receipts

6.1 General

In the event of non-compliance with the following obligations pursuant to sections 6.2, 6.3 and 6.4, the Merchant shall bear the risk of exclusion of the claim to reimbursement pursuant to section 8.3.

6.2 Transfer to the cardholder

In presence business, the original copy of the receipt printed out by the terminal is retained by the Merchant ("Merchant Receipt"). The Merchant hands over a copy ("Customer Receipt") to the cardholder. When using an mPOS terminal, the receipt is transmitted to the cardholder via e-mail, if requested.

In distance business, the Merchant provides the cardholder with written confirmation of the transaction.

6.3 Safekeeping obligation

The Merchant is obliged to store all original paper receipts and copies of the electronic receipts, all transaction data and day-end closing reports (incl. individual transaction data) as well as the related order data and documentation in a secure location and for the statutory period of time, however for at least 36 months from the date of the transaction.

Electronic card data must be stored in an encrypted form and be protected against unauthorized access. In this respect, the Merchant is obliged to comply with the relevant instructions issued by SPS (pursuant to section 13.3).

6.4 Obligation to provide data and support

In the event of a cardholder disputing the validity or binding nature of a transaction, the Merchant shall provide SPS with the support required to collect the claim. Upon request by SPS, physical copies of the required receipts or order data and documentation shall be submitted within 10 days by registered mail.

7 Transaction delivery

7.1 Delivery deadlines

The Merchant is obliged to deliver the transactions to SPS within 48 hours of their execution.

For transactions that arrive in SPS' system later than is stipulated in the aforementioned requirements, SPS reserves the right to deny the Merchant the claim to reimbursement or to reclaim/offset reimbursements previously remitted.

In distance business (secure e-commerce, mail/phone order), the Merchant shall be obliged to deliver the transactions within the specified deadlines even if it is unable to send/deliver the goods in question immediately or provide the service immediately. In such cases, the Merchant shall provide the cardholder with written information of the delay in providing the services/goods.

The Merchant bears the sole risk regarding the data transfer from the infrastructure of the Merchant to the system operated by SPS, irrespective of whether this is carried out by the Merchant or a third party it has involved.

7.2 Delivery currency

The Merchant shall deliver the transactions in the currencies set out in the Contract Module.

7.3 Subsequent entry

Provided the Merchant meets the delivery deadlines pursuant to section 7.1, it is possible to manually re-enter lost, incorrect or incompletely delivered transactions in cases attributable to a technical disruption to data transmission or processing. Incorrect bookings (e.g. amount booked is too high or too low) cannot be re-entered.

Transactions that are delivered after more than 60 days (debit cards) or 180 days (credit cards) cannot be re-entered. Furthermore, it is not possible to re-enter transactions if the transaction data is not available.

8 Reimbursement, fees and taxes

8.1 Modalities of reimbursement

8.1.1 Account for receiving reimbursements

The Merchant shall hold an account at a financial institution in the name of the company or the owner for the purpose of receiving the reimbursements. For proper processing, the IBAN and BIC of the corresponding account are required.

The Merchant acknowledges that if incorrect or insufficient account data is provided, transfers/direct debit collections may either not be executed or transfers may be made to another recipient. All costs and fees incurred for inquiries or any other related expenses shall be fully borne by the Merchant.

8.1.2 Reimbursement currency

In principle, reimbursements are remitted to the Merchant in the local currency valid at the Merchant's registered seat. If the Merchant requests reimbursement in another currency, the currency delivered by the Merchant is converted into EUR or via EUR into the requested reimbursement currency. The foreign currency conversion rates specified by SPS apply. The Merchant shall accept the conversion rates specified by SPS.

8.1.3 SEPA payment transactions

In order to make use of the benefits of SEPA payment transactions, the Merchant shall ensure that the financial institution it has selected participates in SEPA payment transactions and that its account is a euro account. If these requirements are not met, higher processing fees may be incurred. The Merchant shall use such an account for both, the receipt of reimbursements and the collection of SEPA business-to-business direct debits.

8.1.4 Reimbursement notice and pre-notification

The reimbursement notice is provided to the Merchant in the agreed form. The Merchant shall notify SPS in writing, within 30 days of receipt, of any objections in relation to the reimbursement notice; otherwise the reimbursement notice, including all the information contained in it, is deemed to be correct and complete and to have been approved without reservation.

If claims of SPS vis-à-vis the Merchant (e.g. in case of chargebacks or a negative balance) are settled by means of a SEPA business-to-business direct debit collection, the Merchant receives a request for payment for the outstanding amounts in the form of a pre-notification. The direct debit will be collected on the due date advised. If, at the time of collection, the Merchant's account has insufficient funds and a chargeback procedure is initiated, the Merchant shall fall into arrears from the date of the chargeback.

8.2 Merchant's claim to reimbursement

Subject to section 8.3, SPS shall reimburse the Merchant the amounts owed in respect of the transactions delivered – after deducting the agreed fees as well as the fees levied by third parties – at the agreed frequency and in accordance with the agreed payment terms. The settlement details are listed on the reimbursement notice.

No payment instructions are processed by SPS on bank holidays. The Merchant accepts any delays to reimbursements resulting therefrom. Additional country-specific or regional bank holidays may result in further delays.

8.3 Exclusion of the claim to reimbursement

8.3.1 General

The Merchant may be excluded from a claim to reimbursement in accordance with the provisions of this section regardless of whether, during the execution of the transaction, an authorization to accept the card has been granted (cf. section 4.2). In general, there is no claim to reimbursement for transactions that are executed by the Merchant in breach of a contractual provision. This also applies if there are reasonable suspicions of fraud.

If the Merchant has no claim to reimbursement, SPS has the right without further ado to refuse to reimburse the Merchant or to reclaim/offset reimbursements previously remitted to the Merchant at any time. Furthermore, SPS is entitled to charge the Merchant for any expenses it incurs in this respect (e.g. costs of collection) or offset these against its reimbursements.

8.3.2 Exclusion of reimbursement in the presence business

With respect to the card acceptance in the presence business, the Merchant shall, in particular, have no claim to reimbursement if the cardholder disputes the transaction and it cannot be proved that the card was present at the Merchant location at the time of the transaction. The card is not deemed to have been present at the Merchant location if the Merchant

- upon accepting EMV cards, reads the card data via a "non-EMV terminal" (without EMV chip reader); or
- does not read the card data from an EMV chip or magnetic stripe, but enters it manually via the keypad of the terminal; in accordance with the fallback procedures pursuant to sections 10.2 and 10.3.

This list of grounds for disputing a transaction is not exhaustive.

8.3.3 Exclusion of reimbursement in the distance business

With respect to the card acceptance in the distance business, the Merchant shall, in particular, have no claim to reimbursement if

- the cardholder disputes the order and/or receipt of goods or services;
- the cardholder rejects the goods received as defective or as not being those specified in the order;
- the cardholder withdraws from a purchase of goods and/or services within the statutory withdrawal period;
- the cardholder is asserting claims vis-à-vis the Merchant or for any other reason refuses to fulfil the claim resulting from the transaction.

This list of grounds for disputing a transaction is not exhaustive.

8.4 Fees

8.4.1 General

All fees to be paid by the Merchant to SPS are set out in the Contract Module. These fees shall fall due upon the service being provided by SPS and shall be offset within the scope of the reimbursement and listed on the reimbursement notice (section 8.2).

If the application of a schedule of fees is agreed in the Contract Module, the version valid upon conclusion of the Contract Module (available at www.six-payment-services.com/downloads) constitutes an integral part of the Contract Module.

8.4.2 Third party reimbursement fees

SPS is entitled to charge any fees incurred in connection with transfers as well as any additional related expenses to the Merchant. In particular, transfer fees or foreign currency reimbursement fees charged by third parties, e.g. the Merchant's financial institution, in relation to the reimbursement shall be borne by the Merchant and be directly charged to the latter upon the reimbursement being remitted. In the event of statutory changes and/or changes to fees charged by third parties, SPS reserves the right to change its modalities of reimbursement.

SPS shall remit to the Merchant the reimbursements resulting from the Contract Modules in the form of a collective payment. If the Merchant requests transfers for each card brand, it shall bear any additional costs arising in this respect.

8.4.3 Default of payment

If the offsetting of amounts owed by the Merchant results in a negative balance, SPS submits to the Merchant a request for payment for the outstanding amount. The term of payment is 10 days; upon its expiration the Merchant shall fall into arrears without further notice.

In the event of the Merchant falling into arrears, SPS shall be entitled to charge default interest at the statutory rate on the outstanding amount as well as all costs for dunning and debt collection to the Merchant.

8.5 Taxes

The fees specified in the Contract Modules for products and services of SPS are, unless otherwise specified, exclusive of indirect taxes (e.g. VAT), withholding taxes and other duties. All taxes and duties under the legislation of the Merchant's country that are due or could in future become due with respect to the fulfilment of the services rendered by SPS within the scope of the Contract Modules shall be borne by the Merchant. In any case, the Merchant is obliged to adhere to the provisions applicable in its country in relation to indirect taxes (e.g. reverse charge), withholding taxes and any other duties. The Merchant shall fully indemnify SPS against any claims brought about by third parties against the latter.

9 Charging back of transactions

9.1 Credits

If a transaction is fully or partially refunded to the cardholder after the transaction has been processed, the Merchant shall issue a credit on the same card. A credit may only be made with respect to a debit previously settled and the size of the credit may not exceed the amount originally debited.

With electronic processing, a credit transaction shall be initiated and a credit receipt printed out. For mPOS terminals offered by SPS, the Merchant is able to request a subsequent full/partial credit for a transaction in writing from the Customer Service of SPS.

The Merchant is not permitted to process the refund in any other way (e.g. in cash or by post office/bank transfer). Once the Merchant has executed a credit, SPS is entitled to demand from the Merchant the repayment or offsetting of the transaction previously settled or reimbursed.

9.2 Chargebacks and fraud monitoring

If a complaint is filed by the cardholder or card issuer, SPS is entitled to initiate a chargeback for transactions already reimbursed if they were executed by the Merchant in breach of a contractual provision. This also applies if there are reasonable suspicions of fraud.

If the Merchant, based on a chargeback notification by SPS, realizes that a transaction is being rightly disputed by the cardholder and therefore wishes to rectify the incorrect booking by issuing a credit in favor of the card originally debited, the former is obliged to immediately (i.e. within 10 days of receipt of the chargeback notification) inform SPS' Chargeback

Department about its intention and to execute the credit announced. If the Merchant fails to inform SPS, the latter has no possibility to avoid or subsequently compensate financial damage on the Merchant's side arising from the continuation of the chargeback procedure. It is the Merchant's responsibility to reclaim from the cardholder any amount charged back twice.
Each month the Merchant is obliged to keep chargebacks and credits for the cards selected below the following thresholds:
- Ratio of the total volume of chargebacks plus credits/the gross monthly sales per month shall not exceed 2%;
- Ratio of the number of chargebacks plus credits/the number of transactions per month shall not exceed 1.5%.

If either of these thresholds is exceeded, SPS is entitled to charge the Merchant case-specific expenses for each chargeback/credit in excess of these limits. Furthermore, SPS is entitled to pass on any penalty and/or processing fees imposed by the card schemes to the Merchant and to defer the reimbursement of the transactions delivered for up to 180 days.
If cases of fraud are detected in connection with the fraud monitoring activity, SPS is entitled at any time to issue instructions to the Merchant aimed at preventing such cases (e.g. obligation for cardholders to provide ID). These instructions come into force as soon as the Merchant has been notified thereof. The Merchant is obliged to fully comply with these instructions.
If either of the limits specified in this section is exceeded or if there is an excessive number of fraud cases, SPS is entitled to terminate the Contract Modules with immediate effect.

10 Functional disruptions and fallback procedures

10.1 General

The following functional disruptions may occur:
- Functional disruption to the system;
- Functional disruption to the infrastructure or the terminal;
- Functional disruption to the card (damaged card).

In the event of functional disruptions, the Merchant may use the manual fallback procedures pursuant to sections 10.2 and 10.3. The Merchant accepts that for transactions executed using the fallback procedures, it bears the risk of exclusion of the claim to reimbursement pursuant to section 8.3.
These fallback procedures shall not apply for transactions with Visa Electron, V PAY, Maestro and UnionPay as well as for Dynamic Currency Conversion (DCC) transactions. There is no fallback procedure for these transactions. In the event of a functional disruption, the Merchant may therefore not accept the aforementioned cards for payment.
When applying the fallback procedures, the Merchant shall in each case request from the cardholder a piece of official ID and match the data on the ID (last name and first name) against that on the card. After completing the fallback procedures, the Merchant is obliged to immediately destroy all manually recorded card data. Under no circumstances may the Merchant retain or record the card verification number or any data read and saved from the magnetic stripes of cards after the transaction has been authorized.

10.2 Fallback procedure for functional disruptions to the system/terminal

If the system or the terminal of the Merchant fully or partially fails, the Merchant shall authorize each transaction with SPS by telephone until the system operation is resumed/the terminal is functioning again. Once the system operation has been resumed, the transaction data as well as the authorization number obtained shall be entered manually by the Merchant on the terminal using the "Booking authorized by telephone" function.
In the event of a functional disruption on the mPOS terminal, there is no fallback procedure available.

10.3 Fallback procedure for functional disruptions to the card (damaged card)

If the functional disruption is a result of damage to the card, the Merchant may manually enter the card data on the terminal. The Merchant shall authorize such transactions in advance with SPS by telephone. The manual entry of data by typing in the card data on the terminal must be executed using the "Manual card data entry" function. The receipt printed out by the terminal must be signed personally by the cardholder.

11 Additional provisions for hotel or car rental reservations

With respect to the acceptance of credit cards for hotel or car rental reservations, the Merchant shall additionally adhere to the provisions on the respectively applicable data sheet, "Hotel reservation guarantee per credit card"/"Hotel reservation by means of down payment with a credit card (Hotel Advance Deposit)"/"Rental car reservation with a credit card". It forms an integral component of the Contract Module.

12 Additional provisions for Dynamic Currency Conversion (DCC)

The dynamic currency conversion (DCC) service allows the dynamic currency conversion on the terminal. An overview of the foreign currencies available can be requested from SPS.
The Merchant is obliged to ensure that the cardholder can in all cases, prior to payment, independently select whether he/she wishes to carry out the transaction in the card currency (DCC transaction) or in the local currency.
For DCC transactions, the foreign currency conversion rate (local currency/card currency) specified by SPS for the accepted foreign card shall apply for the cardholder. The Merchant shall accept the conversion rate specified by SPS.
SPS shall be authorized, at its equitable discretion, to interrupt the operation of the DCC service if it deems such an interruption to be necessary for imperative material reasons, for example disruptions, risk of misuse or extraordinary volatility on the foreign exchange markets.

13 Data protection

13.1 General

The Contracting Parties are obliged to comply with the provisions of the respectively applicable data protection act.
In this respect, the Merchant is obliged to require that its personnel as well as any other third parties involved by it that have access to confidential or otherwise protected data (in particular card data) comply with the data protection provisions as well as with the security requirements of the PCI DSS (pursuant to section 13.3).

13.2 Consent to data processing and data transmission

The Merchant shall expressly authorize SPS, prior to the Contract Module coming into force and throughout its duration, to obtain all information from third parties that SPS deems to be important in relation to the Contract Module and the fulfilment of the services established therein. Furthermore, SPS is entitled to transmit data from the Contract Modules and Framework Agreement within the scope required to third parties appointed by SPS (e.g. card schemes, network service providers or financial institutions) in order to assess potential risks or process transactions.
The Merchant acknowledges that the data (in particular master data and transaction data) related to the conclusion and fulfilment of the Contract Modules is processed in Switzerland and in countries of the European Union. The Merchant agrees to this and grants its express consent to the data processing.

13.3 PCI DSS data security standard

Card data (in particular card numbers, expiry dates) shall be protected against loss and access by unauthorized third parties. The card schemes' data security provisions that must be met to this effect are defined in the PCI DSS. In this respect, the Merchant shall at all times observe and fully comply with the currently applicable version of the "PCI DSS compliance instructions security standards" issued by SPS, which forms an integral part of these GBC. In particular, the Merchant is obliged to carry out the certification measures, e.g. self-assessment questionnaire, and confirm to SPS its compliance with the PCI DSS.
In the event of card data being stolen or if it is suspected that card data has been stolen, the Merchant shall notify SPS immediately. In such a case, the Merchant expressly authorizes SPS to mandate an audit company accredited by the card schemes to produce a so-called "PCI Audit Report". This will involve investigating the circumstances in which the damage arose and verifying whether the Merchant complied with the PCI DSS. The Merchant is obliged to cooperate fully with the audit company; in particular, it shall provide the audit company with unrestricted access to its premises and infrastructure. After the PCI Audit Report has been produced, the Merchant shall, at its cost, completely resolve all the security defects identified within a period of time notified by SPS. If the investigation reveals that the security standards in accordance with PCI DSS were not met at the time the data was stolen, the costs incurred in producing the PCI Audit Report shall also be borne by the Merchant.
SPS shall be entitled to pass on any claims for damage put forward by the card schemes to the Merchant and/or to terminate the Contract Module with immediate effect if the Merchant does not comply with the PCI DSS or if the Merchant does not confirm, upon request, that it is complying with the PCI DSS. This shall apply equally in the event of card data being stolen or if it is suspected that card data has been stolen.

14 Liability

Notwithstanding ancillary statutory provisions and unless explicitly regulated otherwise, the Merchant shall be liable, in particular, for damage that SPS incurs as a result of the former, or any third party involved by it, not fulfilling its obligations, notably in technical, organizational and administrative respects. In particular, SPS is entitled to pass on to the Merchant any potential claims for damage resulting from a culpable breach of duty by the Merchant or any third party involved by it, as well

as to pass on any penalty and/or processing fees imposed by the card schemes and any other case-related expenses. The Merchant shall fully indemnify SPS from any obligations in this respect and shall be liable for these claims and any additional case-related expenses.
Unless explicitly regulated otherwise, SPS, or any third party involved by it, shall be liable in case of wilful misconduct or gross negligence in accordance with the statutory provisions; likewise in case of culpable breach of the contractual provisions. Unless preceding or explicitly regulated otherwise or prescribed by law, the liability of SPS shall be excluded. The liability of each party for a culpable infraction of the life, body or health as well as the statutory product liability remain intact.

15 Notifications/Information

15.1 General

All notifications shall be issued in writing unless another form has been explicitly agreed in the Contract Module. Written form also includes electronically transmitted messages (e.g. via e-mail or within the scope of a service).

15.2 Information relating to interchange fees

The Merchant may request the amount of the service fees with respect to card issuers ("Interchange") from SPS in writing or access this information via www.six-payment-services.com/interchange.

16 Modifications and additions to the Contract Modules, incl. fees

Modifications and additions to the Contract Modules, in particular the GBC and other integral parts, must be made in writing in order to take effect and must be duly signed by both Contracting Parties. This remains subject to the provisions of paragraphs 2 and 3 of this section. Conduct that deviates from the provisions of a Contract Module does not give rise to any contractual modification or addition.
SPS reserves the right to modify or make additions to the Contract Modules, in particular the GBC and other integral parts as well as the fees at any time. These modifications or additions shall be communicated in writing to the Merchant at least 60 days prior to their coming into force. If the Merchant is not willing to accept the announced modification or addition, it shall be entitled to terminate the Contract Module affected by the modification or addition by registered letter within 30 days following the receipt of the modification or addition notification, with effect at the time the modification or addition comes into force. If the Merchant omits the termination, this shall be deemed to represent acceptance of the modification or addition. If the Merchant contests the modification or addition within the term granted, the Contract Module affected by the modification or addition is terminated at the time the modification or addition comes into force.
Taking security measures in accordance with section 2.1.5, para. 3, making changes to the system in accordance with section 4.1, para. 3 and modifying the fees within an agreed charging framework are not deemed to be modifications within the meaning of this section and therefore do not represent grounds for a termination.

17 Coming into force, duration and termination

17.1 Coming into force

In principle, the Contract Module comes into force once SPS has sent the activation confirmation to the Merchant. If, however, the Contract Module explicitly foresees the countersignature by SPS, the Contract Module shall come into force upon being signed by the Contracting Parties.

17.2 Duration

The Contract Module is concluded for an indefinite duration.

17.3 Ordinary termination

The Contract Module may be terminated as per the end of a month by registered letter. If the Contract Module is terminated by the Merchant, the notice period is one month; by contrast, if it is terminated by SPS, a two-month notice period shall apply.
The Merchant's right to termination pursuant to section 16 and the right to immediate termination for good cause of the Contracting Parties, pursuant to section 17.4, remain reserved.
Notification of termination of one Contract Module does not cause the termination of the remaining Contract Modules. If no further Contract Modules exist, the termination of the sole Contract Module automatically results in the dissolution of the Framework Agreement.

17.4 Extraordinary termination

In the event of good cause, the Contracting Parties shall be entitled, at any time, to terminate the Contract Modules with immediate effect. In particular, good cause includes the following:
- serious or repeated breaches of provisions of the Contract Module by the Merchant;
- a change in the ownership of the Merchant without the prior written consent of SPS;
- repeated complaints/chargebacks and/or transactions being reported by card issuers as fraudulent (pursuant to section 9.2);
- other inconsistencies in settled transactions;
- the opening of insolvency proceedings over the assets of the Merchant;
- no transaction deliveries by the Merchant for a period of at least 2 years.

The extraordinary termination of Contract Modules for card acceptance authorizes SPS to immediately terminate all existing contract modules and causes the Framework Agreement to be automatically rescinded.

17.5 Consequences of the contractual dissolution

The obligations arising out of sections 6.3 (Safekeeping obligation), 6.4 (Obligation to provide data and support), 13 (Data protection), 14 (Liability), 17.5 (Consequences of the contractual dissolution), 18 (Confidentiality), 19.3 (Assignment and offsetting prohibition) and 19.7 (Applicable law and place of jurisdiction) shall remain in place following termination of the Contract Module.
Following the termination of a Contract Module, the Merchant shall remove all references to the corresponding services of SPS visible to customers.
Upon notice of termination of a Contract Module, SPS is entitled, effective immediately, to withhold reimbursements to the Merchant for 180 days beyond the termination date of the Contract Module in order to offset any subsequent claims, in particular chargebacks, against these reimbursements.
If criminal or any other legal proceedings are opened against the Merchant or charges have been brought against the Merchant, SPS reserves the right to delay the transfer of the reimbursements leastwise until these proceedings have been completed.

18 Confidentiality

The Contracting Parties reciprocally undertake to keep confidential all information, documentation, data and processing techniques – marked or identifiable as being confidential and neither publicly nor generally accessible – that they become aware of in fulfilling the Contract Modules as well as the agreed conditions; they may only make these accessible to third parties with the prior written consent of the disclosing Contracting Party.

19 Concluding provisions

19.1 Right to issue instructions of SPS

The Merchant is obliged to comply with the technical, organizational and administrative instructions and guidelines issued by SPS as well as the terminal and infrastructure suppliers.

19.2 Intermediary activities of SPS

SPS also acts as an intermediary for other acquirers and infrastructure suppliers and in doing so, brokers their contracts in their name, at their risk and on their account. The contracting parties for services provided in this manner are the respective service provider and the Merchant.

19.3 Assignment and offsetting prohibition

The Merchant may only assign any of the rights it has vis-à-vis SPS with the prior written consent of SPS. The offsetting of the Merchant's claims vis-à-vis SPS also requires the prior written consent of SPS.

19.4 Involvement of third parties/Transfer to Group companies

SPS reserves the right to assign the fulfilment of its contractual obligations (technical and administrative) in whole or in part to third parties at any time without having to inform the Merchant. Such third parties are authorized to undertake legal acts arising out of the Contract Modules on behalf of SPS and for this purpose to act in the name of SPS.
SPS is entitled to transfer the Contract Module to another Group company. In such case, the Merchant is to be suitably informed.

19.5 Waiver of rights

If any rights arising from the Contract Modules are not asserted by SPS, this in no way represents a waiver of these rights unless SPS has issued an express written waiver declaration in this regard.

19.6 Severability clause

Should a provision of the Contract Modules (including fees) be declared invalid, the remaining provisions shall not be affected thereby and are to be construed in such a way as if the Contract Module was concluded without the invalid provision. The same applies to any contractual omissions.

19.7 Applicable law and place of jurisdiction

All legal relationships between the Merchant and SPS arising from the Framework Agreement and all Contract Modules concluded are subject to Luxembourg law, to the exclusion of the UN Sales Convention. The exclusive place of jurisdiction is Luxembourg.