

# GENERAL TERMS AND CONDITIONS OF BUSINESS FOR USE OF THE SUPR NETWORK

These are the General Terms and Conditions of Business of Wirecard Technologies GmbH, Einsteinring 35, 85609 Aschheim („Wirecard Technologies“) concerning use of the SUPR Network („Network GT&Cs“).

SUPR enables sellers („Shop Operators“) to create, adapt and manage their own online shop („SUPR Online Shop“). The Shop Operators can then sell products to their customers via these SUPR Online Shops. In this respect, customers of the SUPR Online Shops can either conclude a contract with the respective Shop Operator as non-registered customers („Visitors“) or as registered customers of the SUPR network („Registered Customers“).

In this respect, the SUPR Network joins together all SUPR Online Shops and enables Members to make purchases on a cross-shop basis.

## 1. SUBJECT-MATTER OF THE SERVICES, SCOPE OF APPLICATION, CONTRACTUAL PARTNERS

**1.1.** These Network GT&Cs will apply to the use of SUPR Network by Shop Operators as well as by Registered Customers (collectively called „Members“).

**1.2.** Members will be able to use the SUPR Network via single sign-on accounts („SSO Account / SSO Accounts“) after having registered. The Member's SSO Account will enable the Member to log in and make purchases in all SUPR Online Shops without having to register anew.

**1.3.** Only legal entities, partnerships and persons of legal age (as defined by Section 2 BGB [German Civil Code] and full legal capacity (as defined by Sections 104 et seqq. BGB) may register as Members of the SUPR Network. If the individual's place of residence is in a country other than Germany, the statutory provisions applicable there relating to full age and legal capacity will apply.

**1.4.** In the case of legal entities or partnerships, registration may only be carried out by a named individual who has power of representation.

**1.5.** Deviating, conflicting or supplementary General Terms and Conditions of Business of the Member will become part of the contract in relation to Wirecard Technologies only if and insofar as Wirecard Technologies has given its express written consent to their application. These Network GT&Cs will apply even if Wirecard Technologies unreservedly renders the services despite knowing of terms and conditions conflicting with or deviating from these Network GT&Cs.

## 2. REGISTRATION AS A MEMBER

**2.1.** Customers who wish to be registered as a Member must, in order to register, fully and correctly enter in the application form the data requested in the course of the registration process. By filling in and sending off the application form, the Customer will apply for the conclusion of a contract with Wirecard Technologies. By entering the necessary information, by accepting these Network GT&Cs and the Data Protection Notice and by clicking on the „Register free of charge“ button, the Customer will submit an offer for the conclusion of a contract concerning use of the SUPR Network. The Customer will automatically receive confirmation of receipt requesting confirmation of the email address given. Only after this email address has been successfully confirmed by the Customer will the contract with Wirecard Technologies be brought about. The offer may be rejected without reasons being given. Upon acceptance of the offer, an agreement on use of the contractual services free of charge („Membership“) will be brought about.

**2.2.** By filling in and sending off the form for the registration of a new shop in accordance with the **SUPR GT&Cs**, the Shop Operator will also apply for the conclusion of a contract with Wirecard Technologies concerning use of the SUPR Network. By entering the necessary information, by accepting these Network GT&Cs, the SUPR GT&Cs and the Data Protection Notice and by clicking

on the „Register free of charge“ button, the Shop Operator will submit an offer for the conclusion of a contract concerning use of SUPR in accordance with the **SUPR GT&Cs** and concerning use of the SUPR Network. The Shop Operator will automatically receive confirmation of receipt requesting confirmation of the email address given. Only after this email address has been successfully confirmed by the Shop Operator will the contract with Wirecard Technologies be brought about.

### **3. DUTIES AND OBLIGATIONS OF THE MEMBER**

**3.1.** The data requested from the Member during the registration process will be provided fully and correctly and be regularly updated.

**3.2.** The Member undertakes to keep any access details secret in relation to unauthorised third parties. In particular, the username and password will be kept safe in such a way that access to these details by unauthorised third parties is impossible, and misuse of the access by third parties is thus ruled out. The Member will, without undue delay, inform Wirecard Technologies as soon as it becomes aware that the password has become known to unauthorised third parties. The Member will be liable for loss incurred upon Wirecard Technologies as a result of any use of SUPR by unauthorised third parties, insofar as the Member is at fault for this.

**3.3.** The Member will ensure that it can be contacted via the email address provided by it. In principle, the correspondence concerning the contract between Wirecard Technologies and the Member will be handled via email.

**3.4.** The Member will refrain from using the contractual services in any way that impairs the functionality of SUPR or other services of Wirecard Technologies or that is to be classified as an attack on third parties (e.g. hacking attempts, use or sending of spy software, mass sending of emails).

**3.5.** If Wirecard Technologies offers Members the possibility of uploading data on SUPR Networks, the Member will, on the SUPR Network, only enter data that is stored separately as backup copies and will not be irrecoverable in the event of loss. Wirecard Technologies' liability for loss of data will be limited to the customary recovery expenditure that would have been incurred, had backup copies been made accordingly. Liability will not apply, insofar as the loss incurred would have been avoided, if the Customer had regularly backed up all relevant data commensurately with the risk.

### **4. COSTS AND CHARGES**

**4.1.** Use of the SUPR Network will be free of charge for Members.

### **5. RIGHTS OF USE**

**5.1.** If Wirecard Technologies makes available to Members any software, programmes, scripts, content, images, animations, film material and/or sound material („SUPR Services“), Wirecard Technologies will, during the respective contract term, grant the Member the non-exclusive (ordinary), non-transferable, non-sublicensable right to use the respective contractual SUPR Service for the contractual purpose. The contractual SUPR Services will not be made available physically outside of Wirecard Technologies' SUPR infrastructure. The subject-matter of this right of use encompasses Internet-based access to the SUPR Services offered by Wirecard Technologies. The right of use also relates to new SUPR service versions, updates and upgrades imported by Wirecard Technologies during the term of the contract.

### **6. AVAILABILITY**

**6.1.** Wirecard Technologies guarantees an availability rate of 99 % on average over the year. The following times are excluded herefrom:

**6.1.1.** times when the services are unavailable owing to technical or other problems that are not within the sphere of influence of Wirecard Technologies (force majeure, fault on the part of third parties, causes within the Shop Operator's sphere of influence (e.g. hardware faults) etc.);

**6.1.2.** times of non-availability owing to scheduled and announced maintenance work. Wirecard

Technologies will endeavour to schedule such maintenance work at times that will cause the least possible disruption to the making of purchases in the individual SUPR Online Shops, e.g. during times of low usage of SUPRA Online Shops. In this respect, it is to be taken into account that Wirecard Technologies cannot fully rule out such disruption, as SUPR Online Shops are possibly provided in different time zones.

## 7. WARRANTY

**7.1.** Insofar as the statutory provisions relating to liability for defects under lease agreements apply to individual services rendered under these Network GT&Cs, Section 536 a (2) BGB (the lessee's right to eliminate defects itself) and Section 536 a (1) BGB (the lessor's liability for damages) will be waived, insofar as the standard concerned provides for no-fault liability.

## 8. LIABILITY

**8.1.** Wirecard Technologies will be liable for wrongful intent and gross negligence without limitation. In cases of slight negligence, Wirecard Technologies will be liable without limitation in accordance with the Produkthaftungsgesetz [Product Liability Act] as well as in the event of loss arising from mortal injury, physical injury or health damage to persons.

**8.2.** In all other respects, Wirecard Technologies will, in cases of slight negligence, be liable only in the event of a breach of a material contractual duty where fulfilment of the duty is a prerequisite for the proper implementation of this contract, compliance would normally be expected by the Member, and a breach would, on the other hand, jeopardise the attainment of the contractual purpose (material contractual duty). In these cases, liability will, in terms of the amount, be limited to the loss that was foreseeable at the time of the conclusion of the contract and is typical of this type of contract. This limitation of liability will also apply in favour of the authorised agents used by Wirecard Technologies.

**8.3.** In the case of liability for data loss, subsection 3.5 of these GT&Cs will apply.

## 9. CONTRACT TERM, TERMINATION

**9.1.** The contract with Wirecard Technologies will be concluded for an unlimited period.

**9.2.** Termination by, and in relation to, Registered Customers:

**9.2.1.** The contract with Wirecard Technologies may be terminated by Registered Customers or Wirecard Technologies at any time in text form without prior notice. This may be brought about by letter or by email. In the case of notice of termination by a Registered Customer, notice will be sent to the address of the branch of Wirecard Technologies GmbH, Gleueler Straße 245-249, 50935 Cologne or via email to [unsubscribe@supr.com](mailto:unsubscribe@supr.com). In the case of notice of termination by Wirecard Technologies, notice will be sent to the address registered in the Shop.

**9.2.2.** The right of extraordinary termination without prior notice for good cause under Section 314 BGB will remain unaffected. Good cause will exist, if, in due consideration of all circumstances of the individual case concerned and the interests of both Parties, the Party giving notice cannot be reasonably expected to continue the contractual relationship until the agreed discontinuation date or until a notice period has expired.

**9.3.** Termination by, and in relation to, Shop Operators, and blocking:

The provisions in Section 11 of the **SUPR GT&Cs** will apply to Shop Operators. Membership of the SUPR Network will be terminated as a whole together with termination of the contract concerning use of SUPR.

## 10. DATA PROTECTION

If you register for the SUPR Network and use the SUPR Network as a Registered Customer, Wirecard

Technologies GmbH will collect and process your personal data in accordance with our **Data Privacy Statement**.

## **11. AMENDMENT OF THE GT&CS, ALTERATION OF SERVICES**

**11.1.** The Network GT&Cs may be amended insofar as this is necessary for adapting to developments that were unforeseeable at the time of the conclusion of the contract and were not initiated by Wirecard Technologies or are beyond Wirecard Technologies' influence, and that, if not taken into account, would disrupt the balance of the contractual relationship to a significant extent, and insofar as material provisions of the contractual relationship are not affected as a result thereof. Material provisions are provisions concerning the type and extent of the contractually agreed services and concerning the contract term, including the provisions relating to termination. Furthermore, the Network GT&Cs may be adapted insofar as this is necessary for eliminating material difficulties in the implementation of the contract that are due to omissions in the contract that have arisen after the contract was concluded. This may be the case, if, in particular, case law relating to the effectiveness of provisions of these Network GT&Cs changes, if one or more provisions of these Network GT&Cs are declared ineffective by case law, or a change of law leads to one or more provisions of these Network GT&Cs being ineffective.

**11.2.** Wirecard Technologies will be entitled to carry out at any time changes to the IT systems used to provide the SUPR Network, and/or changes to other SUPR Network Services, if and insofar as this is necessary for good reason unforeseeable at the time of the conclusion of the contract, and the Member can be reasonably expected to accept the change. Good reason will exist insofar as these changes are necessary for adapting to the state of the technological art, or for optimisation, in particular insofar as the changes serve to maintain or improve IT systems and the SUPR Network Services, or if newly issued or amended statutory or other sovereign provisions make it necessary to alter the Services.

**11.3.** The Member consents to being informed by email (to the email address last given by it) about changes under subsections 11.1 and 11.2. The Member will be informed, in text form, of planned changes at least six weeks before the changes are scheduled to enter into effect. In the event of changes that are not exclusively in the Member's favour, the Member will have the right to terminate the contract in text form (e.g. by letter or email), without prior notice, with effect from the effective date of the changes. Shop Operators may only declare notice of termination as a whole together with termination of the contract concerning use of SUPR. This will be specifically pointed out to the Member in the notification of the changes. The amended GT&Cs will be deemed approved, unless the Member gives notice of termination in writing or by email within this period after receipt.

**11.4.** In its notification of changes, Wirecard Technologies will specifically point out the right to lodge an objection, the time limit for doing so, the assumption of approval and the right to terminate.

**11.5.** In all other respects, amendments to the GT&Cs, in particular collateral agreements, must be in text form.

## **12. FINAL PROVISIONS**

**12.1.** The laws of the Federal Republic of Germany, excluding UN Convention on the International Sale of Goods, will apply.

**12.2.** If the Member is a merchant, a legal entity under public law or a special fund under public law, Munich will be the place of jurisdiction for all disputes arising from the contractual relationship between the Shop Operator and Wirecard Technologies. This will apply to business owners accordingly.

**12.3.** Wirecard Technologies reserves the right to wholly or partly transfer to a third party its rights and duties arising from this contract. The Member will be informed, in text form, of the planned changes at least six weeks before they are scheduled to enter into effect. The Member will have the right to terminate the contract in text form (e.g. by letter or email), without prior notice, with effect from the effective date of the changes. This will be specifically pointed out to the Member in the notification of

the changes. The transfer of the rights and duties will be deemed approved, unless the Member gives notice of termination within this period.

**12.4.** If a provision in this contract is or becomes ineffective or inoperable, this will not affect the validity of the remainder of the contract. The Parties will endeavour to replace the ineffective or inoperable provision with an effective and operable provision that reflects as far as possible the ineffective or inoperable provision in economic terms. The same will apply in the event of any omission in these GT&Cs.

**12.5.** The English version of these GT&Cs is provided only for assistance. The German version, which shall be provided to the Member at any time upon request, shall be the sole authoritative version and shall be solely binding for the purposes of interpretation.