

Terms of Acceptance

Terms for the participation in the electronic cash system of the German banking industry

1. Participation in the electronic cash system of the German banking industry

The Company is entitled to participate in the electronic cash system of the German banking industry in accordance with these Terms. The electronic cash system enables non-cash payments at electronic cash terminals. In connection with the authorisation of each individual payment transaction, the respective card-issuing payment service provider will be the Company's contracting partner (see No. 5 below). The entirety of all the payment service providers participating in the electronic cash system is hereinafter referred to as "the Banking Industry".

2. Card acceptance

The Company's electronic cash terminals must accept the debit cards issued by the payment service providers, which feature the electronic cash sign as per chapter 2.5 of the Attachment (Technical Requirements). The Company is free to grant discounts or to apply a surcharge on the cash sales price and any cash-out (see No. 13 below). Prior to payment, the Company shall inform the cardholder of any surcharge as well as, in the absence of a fee agreement, the non-acceptance of debit cards from certain payment service providers, either by labels, electronically or in another appropriate manner. Any surcharges must be appropriate and commensurate with the actual costs to the Company.

To the extent that the Banking Industry has entered into the relevant co-operation agreements with providers or participants in guaranteed and PIN-based debit card systems ("Co-operation Partners") based in other countries, the Company shall accept any debit cards issued by a payment service provider within the system of a Co-operation Partner for non-cash payments at electronic cash terminals under the same terms and conditions that apply to the electronic cash system. The Network Provider will keep the Company informed about the debit cards of Co-operation Partners that must be accepted within the electronic cash system and include any such debit cards in the technical settlement within the parameters of the electronic cash system. This will not affect the acceptance of third-party system cards at the electronic cash terminals, provided that this does not impair the proper processing of any cards to be accepted by the electronic cash system.

3. Connection of the Company to the Network Provider's network

Unless the Company itself fulfils the function of a Network Provider, the Company's participation in the electronic cash system requires a connection to a network in accordance with a separate agreement between the Company and a Network Provider. It is the task of such network to link

the electronic cash terminals with the authorisation systems of the Banking Industry via which electronic transactions are being effected. The Network Provider is responsible for the installation of the electronic cash terminals, their connection to the provider's computers and their technical maintenance, including the provision of cryptographic keys. To the extent that this involves the use of processes for the online personalisation of terminal hardware security modules ("OPT Process"), the Network Provider is responsible for the routing of cryptographic keys as part of the OPT Process. The Network Provider shall ensure that the electronic cash terminal network complies with the Banking Industry's security requirements.

4. Exchange of cryptographic keys required for terminal operation

To ensure the security of the electronic cash system, the cryptographic keys must be exchanged, either at regular intervals or as and when required. The cryptographic keys required for the operation of the terminals will be generated by the Banking Industry.

The Company shall accept these cryptographic keys as provided by the Banking Industry. This process shall take place via the Network Provider. To the extent that the OPT Process applies to the provision of keys, the Company shall enter into the relevant agreement with a payment service provider ("Terminal Payment Service Provider ") selected by the Company, or with an agent representative of such provider.

5. Transaction authorisation by the card-issuing payment service provider

By authorising a transaction, the card-issuing payment service provider linked to the electronic cash system undertakes to settle the receivable in the amount authorised at the electronic cash terminal (electronic cash transaction). If the Company accepts, via its electronic cash terminal, a debit card issued by a credit institution within the system of a Co-operation Partner, the card-issuing payment service provider undertakes, by authorising the transaction within the system of the Co-operation Partner, to settle the debt in the amount authorised at the electronic cash terminal (electronic cash transaction). The settlement of the electronic cash transaction requires that the electronic cash terminal be approved in relation to the Network Provider, that it is operated in accordance with the processes agreed upon with the Network Provider and that the Company has complied with the requirements specified in Nos. 2 and 7 herein. If the card-issuing payment service provider is linked to the electronic cash system, there is an additional requirement that the electronic cash transactions be submitted to a payment service provider ("Collection Payment Service Provider") of the Company within eight (8) days. The presentation of electronic cash transactions by the Company to its payment service provider does not form part of the authorisation of the transactions by the card-issuing payment service provider vis-à-vis the Company. If an electronic cash transaction is cancelled, the payment obligation on the part of the card-issuing payment service provider ceases to exist.

The linked Company is obligated to provide the Banking Industry, upon request (which is routed via the Network Provider), with documents specified in more detail regarding the disputed electronic cash transaction (e.g. copy of card slip, merchant's journal) without undue delay, no later however than within a period of ten (10) days following receipt of the request.

6. Fees

The Company or its agent owe the card-issuing payment service provider the fee agreed for the operation of the electronic cash system and the authorisation of the electronic cash transactions via the Banking Industry's authorisation systems or the authorisation system of a co-operation partner. As far as agreements on the individual fees are concerned, both shall observe the technical requirements of the electronic cash system. No fee is charged for cancelled transactions.

The Company shall provide the Network Provider with proof of its fee agreements with all card-issuing payment service providers and inform the Network Provider about the essential facts (such as individually agreed basic calculation values) that are indispensable for the technical processing of the transaction by the Network Provider. Where the Company has not been provided with the fee agreements with one or more card-issuing payment service providers, the Company shall, without undue delay, endeavour to bring about the conclusion of the outstanding fee agreements with its card-issuing payment service providers. As long as no such proof has been provided, or not fully provided, the Network Provider may take suitable and appropriate measures, in co-operation with the Company, such as a communication by the Company to the cardholder regarding the non-acceptance of debit cards issued by certain card-issuing payment service providers in the absence of a fee agreement or the (temporary) decommissioning of the terminal until proof of the respective fee agreement(s) has been provided.

Upon request of the merchant, the Network Provider may effect technical settlement on the basis of fee agreements negotiated between the Company and a card-issuing payment service provider, once the parties have agreed on a service contract. Where the Company uses an agent for the purpose of accounting for electronic cash fees, the Company shall obligate said agent to post the electronic cash fees received to a separate account, i.e. separate from its other assets. Unless otherwise agreed, said fees constitute trust assets of the card-issuing payment service providers.

The Network Provider will regularly forward the fees owed to the relevant card-issuing payment service provider, so long as this has been agreed between the Company or its agent and the respective card-issuing payment service provider or its agent and in due consideration of the Network Provider's technical requirements.

7. Operation of terminals in compliance with the guidelines set out in the Attachment (Technical Requirements)

The Company shall operate the electronic cash terminals for the cards approved under these Terms (see No. 2 above) and solely in accordance with the Operating Guideline enclosed in the

Attachment (Technical Requirements). The requirements contained therein form an integral part of these Terms. In order to prevent any PIN from being obtained by unauthorised third parties upon entry via the terminal, the security measures stipulated in the Attachment (Technical Requirements) must be observed when installing terminals.

The Company must refrain from doing anything that could impair the security or the proper functioning of the electronic cash system.

Only those terminals that have been approved by the Banking Industry may participate in the electronic cash system. Any necessary modifications to the terminal must be implemented within the timeframe set by the Banking Industry, so that all applicable approval requirements are complied with. Any terminals that have not been modified in accordance with such requirements must not be operated within the electronic cash network after expiry of said deadline.

8. Using a personal identification number (PIN) when making payments

When making payments at an electronic cash terminal, a personal identification number (PIN) must be used together with the card. The PIN may only be entered by the cardholder.

9. Granting access

The Company shall ensure, upon request, that the Banking Industry's representatives be granted access to the electronic cash terminals and can examine them.

10. Collection of electronic cash funds

The collection of electronic cash funds is performed on the basis of separate agreements between the Company and the selected payment service provider; it does not, however, form part of the present Terms. The Network Provider has agreed to support the Company in the processing of payment transactions by generating direct debit files on the basis of the electronic cash transactions and/or the Company's transactions and, *inter alia*,

- to make said files available to the Company for presentation to its account-maintaining payment service provider or a central agency nominated by the latter;
- to effect such presentation vis-à-vis the Company's account-maintaining payment service provider; or
- upon assignment of the receivable by the Company, to pass said files on to its account-maintaining payment service provider for collection.

11. Retention periods

The Company shall retain the merchant journals of electronic cash terminals, irrespective of any statutory retention periods, for a period of no less than 15 months and provide said journals, upon request, to the Collection Payment Service Provider via which the electronic cash was collected. Any disputed transactions and other complaints from cardholders under No. 2 sentence 1 above concerning the contractual relationship with the Company will be asserted directly vis-à-vis the Company.

12. Symbol of acceptance

The Company shall conspicuously advertise the electronic cash system by displaying a symbol provided as per chapter 2.5 of the Attachment (Technical Requirements) as well as the acceptance of cards from co-operation partners by displaying the EAPS logo provided. In doing so, the Company shall not give promotional prominence to any particular payment service provider or a group of payment service providers.

13. Special provisions regarding cash-outs by the Company

Where a Company offers the option of cash-outs as part of the electronic cash process, the following additional provisions shall apply:

- Cash-outs are only permissible in connection with an electronic cash transaction to pay for the Company's goods and/or services. The amount of the electronic cash transaction should be no less than EUR 20.
- Cash-outs can only be made on the basis of a mandatory authorisation of the amount requested by the card-issuing payment service provider.
- Provided that there are sufficient cash funds in the cash register, the Company shall be bound by the authorisation result from the payment service provider.
- Cash-outs must not exceed an amount of EUR 200
- With regard to the cash-out offer, the Company shall not differentiate between the cardholders of different card-issuing payment service providers. In doing so, the merchant may also take into consideration the cash funds available in the cash register.

14. Amendment of Terms

The Company will be notified in writing of any amendments to these Terms. Where the Company has agreed to an electronic communication channel, any amendments may also be communicated in this way if the type of communication permits the Company to save or print any such amendments in a readable format. Said amendments shall be deemed to have been accepted if the Company does not raise any objection either in writing or via the agreed electronic channel with its account-maintaining payment service provider. Upon notification of such amendments,

the Company will be specifically advised of this legal consequence. The Company must forward any objection to its account-keeping payment service provider within six (6) weeks after notification of any amendments.

15. Governing law, legal venue and contractual language

These Terms and its schedules shall be governed and construed by the laws of the Federal Republic of Germany. Exclusive legal venue for all disputes arising from these Terms shall be Berlin, Germany. Payment service providers and the Company may also be sued at the courts at the place of their registered office. Where this Contract has been translated into other languages, the German language version shall prevail.

Schedule:

- Attachment (Technical Requirements) to the Terms of Acceptance