

GENERAL TERMS AND CONDITIONS

hobex
PAYMENT SYSTEMS

VERSION 2.0 – VALID AS OF APRIL 2011

1. Preamble

hobex AG, FN 37265b at the regional court of Salzburg, Josef-Brandstätter-Straße 2B, A-5020 Salzburg, (hereinafter referred to as „**hobex**“) is the holder of a concession to supply payment transaction instruments and to receive and process payment instruments („Acquiring“) in accordance with Clause 1 Section 2 Z 4 ZaDiG (payment instruments business) pursuant to the Payment Services Act (Zahlungsdienstegesetz, ZaDiG), BGBl I No. 66/2009 in the presently valid version with FMA identification number 1637630, institute sort code (ILZ) 94602 ZI. All regulations of the Payment Services Act that are not mandatory with regard to non-consumers are herewith declared void and are replaced by the following stipulations.

hobex has concluded the underlying „Card Processing Contract“ with **Contract Company** (hereinafter referred to as „**CC**“) that is a non-consumer in the meaning of statutory consumer protection regulations. The service provided therein currently consists of:

- 1.1.** The network provider's service for specific credit card systems and VISA Electron;
- 1.2.** The network provider's service for the Maestro / V PAY system;
- 1.3.** Participation in direct debiting (DD) system;
- 1.4.** The provision of payment transaction terminals;
- 1.5.** The network provider's service for other card systems and/or software solutions for card acceptance.

CC defines in the „Card Payment Processing Contract“ which single service or which combination of services it wishes to use. In addition to the following conditions each of the services named above are subject to associated conditions and agreements.

2. Terminology:

Acquirer: a company that processes card-based sales of contract companies;

Authorisation: notification sent by hobex to CC in response to an enquiry from CC and stating that a transaction involving a specific amount and a specific credit/debit card is possible;

Authorisation code: a code issued by hobex in response to a query from CC to approve transactions exceeding the card's limit.

Chargeback: Reverse charge of a credit/debit card transaction by the card-issuing company or card holder.

Credit cards: all debit cards and other instruments of payment issued in compliance with the formalities of the credit card organisation and explicitly included in this contract and used by a customer to issue an instruction to debit his current account instead of paying in cash;

Calendar day: the days of the week from Monday to Sunday;

Card-issuing company: the bank or company issuing a debit or credit card;

Card holder: the person in whose name a debit/credit card is issued;

Card limit: The maximum amount as determined by the card issuer that can be processed using card.

Card verification number: the three-digit number printed in addition to the card number on the credit card (usually on the signature field on the reverse side of the card);

Credit cards: all credit cards and other instruments of payment issued in compliance with the formalities of the credit card organisation and explicitly included in this contract and used by a customer to issue an instruction to debit his current account instead of paying in cash;

Credit card data: the credit card number and validity date; also - if specified by hobex for the application case in hand - the card verification number and the name and address of the card holder;

Credit card organisations: organisations such as Visa International, MasterCard Inc., Maestro International, etc., that operate payment systems and grant licences to card-issuing companies and acquirers with regard to the credit and debit cards included in this contract;

Services: the products and/or services to be provided by CC which are or will be paid for using a credit card;

Service charge: consisting of the disagio and transaction charge;

Terminal/POS (point of sale) system: any technical (physical or virtual) installation for processing card payments;

Transaction submission: a request for payment sent to hobex by CC in the form of datasets submitted to hobex in accordance with the conditions of this contract;

Transaction processing: the technical processing of card-based payment transactions and related data communication.

3. Scope

3.1. hobex will provide an operable terminal or number of terminals. The terminal(s) will be supplied provided the CC has installed the necessary pre-conditions.

3.2. CC is responsible for providing a power supply and a telecommunications connection for the terminal. Personnel appointed by hobex can commission the terminal in CC's premises if desired by CC.

3.3. Any work and services hobex has to provide on-site to enable the installation and connection of the terminal are not included in the flat rate installation price and will be billed separately.

3.4. CC must inform hobex in writing if CC wants to use a terminal at a location other than that defined in the „Card Payment Processing Contract“ and its contract components. hobex can demand the involvement of its agents with regard to installation work if the installation location is changed. CC shall cover all expenses relating to a change of installation location. CC is not authorised to install the terminal at another location on his own authority.

3.5. CC is obligated to report any defects, damage or technical malfunctions relating to the terminal and its accessories to hobex without delay. CC must provide information on all detectable details; CC shall follow instruction issued by hobex or its appointed service provider to enable problem analysis and error detection.

3.6. hobex will provide CC with a replacement terminal if the terminal's functionality cannot be restored with hotline support. The replacement terminal will be delivered by courier or installed by field staff. CC will take the replacement terminal into operation with the support of the hobex telephone hotline or field staff. CC shall return the defective terminal to hobex or its appointed service provider at CC's own expense or hand it over to the field staff. hobex is entitled to charge CC for the replacement terminal after due notification if the defective terminal is not delivered to hobex or its appointed service provider within 10 (ten) calendar days after receipt of a replacement terminal.

3.7. The replacement terminal will be installed on site during normal business hours, otherwise by special agreement.

3.8. Maintenance does not cover repair measures made necessary due to improper use of the equipment or other external forces for which hobex is not responsible or improper treatment, or the connection of third-party devices without hobex's previous approval. Furthermore, maintenance does not cover defects of purchased terminals that occur after the statutory warranty period has expired. Furthermore, equipment components subject to wear and tear are not covered by warranty.

3.9. It is strictly prohibited to have terminals and other equipment provided by hobex serviced by any persons or companies other than those appointed by hobex.

3.10. hobex will provide CC with a telephone hotline for reporting malfunction and submitting other technical queries. The hotline service covers the acceptance of terminal malfunction reports and the provision of support to CC when the terminal is taken into operation. The telephone number under which the hotline service is available is stated under the menu item „Service“ at www.hobex.at.

3.11. The software provided with the terminal is the property of hobex. It is prohibited to copy, download, delete or modify the software or hand it over to third parties. CC undertakes to pay hobex in the event of an infringement a contractual penalty of Euro 5000 (in writing: five thousand euro) per infringement.

3.12. CC shall immediately report malfunctions relating to the data transfer connection to the competent telecommunications company to enable repairs.

4. Special rights and obligations of the contract parties

CC is obliged:

4.1. To report in writing and without delay any sales or lease of CC or any other change of ownership, change to CC's legal form or company name, any significant change to the product range and changes of address and bank details. In the event CC does not report changes of address, declarations of legal significance shall be deemed as delivered when sent to the last address communicated by CC;

4.2. To truthfully and completely state in the „Card Payment Processing Contract“ and make available to hobex any information required for setting up and providing the service;

4.3. to provide the documents required for verifying legal conformity and creditworthiness, such as an extract from the commercial register, register of associations, business registration, articles of association, annual statements, etc. (documents provided in any language other than German or English to be accompanied by an officially certified translation), and information pertaining to the organisation of his business activities;

4.4. To create by the agreed deadline the necessary preconditions for the installation of the equipment, including a telephone connection for connecting the terminal,

4.5. To treat the terminals as instructed and with due care and only to use sufficiently qualified personnel for their operation and only to observe the operating instructions provided by hobex that are supplements to these general terms and conditions;

- 4.6.** To ensure the terminal is continuously connected to the telephone line and to carry out invoice clearing (data transfer) via the terminal at least once every 24 hours in accordance with the training provided by hobex and the instruction manuals;
- 4.7.** To pay the charges including any applicable transaction charges within the allocated period or to ensure sufficient credit for payments made by direct debit;
- 4.8.** To obtain terminal accessories (such as paper rolls, etc.) exclusively from hobex, as the device will only function properly if used in conjunction with these carefully matched accessories;
- 4.9.** Not to make the terminal accessible to third parties against payment or free of charge, and to prevent third parties from accessing the terminal; loss, theft and misuse must be reported to hobex without delay, at the latest by 16:00 hours on the following workday;
- 4.10.** To grant hobex and its appointed agents on request access to the terminal and any other equipment provided in connection with this contract during the duration of the contract and on its termination for the purpose of installation, removal and maintenance, and
- 4.11.** To observe legal requirements including the stipulations of the data protection act.

hobex is entitled:

- 4.12.** given reasonable suspicion of misuse of the terminal to block it without prior notice until the issue is resolved. In such as event CC cannot make any claims whatsoever against hobex based on the unavailability of the terminal.
- 4.13.** in the event the terminal is misused by CC to demand compensation for all damages suffered, including in particular expenses for interest and exchange rates as well as reasonable processing costs incurred by hobex;

5. Charges, payment terms and additional services

- 5.1.** The charges (prices) payable for the services used by CC are defined in the „Card Payment Processing Contract“. The same applies to the transaction charges payable by CC. Charges apply from the day on which the terminal is installed and operable.
- 5.2.** hobex will provide additional services payable separately in accordance with a separate agreement.

6. Settlement overview

CC shall obtain information on submitted transactions from the hobex homepage (www.hobex.at) using a web application („Partnernet“); CC may use the homepage to save sales records and settlements in file format or print them out. CC is obliged to verify the correctness and completeness of the records and settlements provided by hobex. CC shall submit objections concerning incorrectness or incompleteness to hobex at the latest within six weeks of the transaction date. Failure to submit an objection in good time is deemed as approval.

7. Contract duration and cancellation

- 7.1.** This contract comes into force when both CC and hobex have signed the „Card Payment processing Contract“ or when the contract is signed by CC and accepted by hobex as indicated by the provision of the terminal. The contract will run for the period agreed in the „Card Payment Processing Contract“. This period will be 12 (twelve) months if the terminal is purchased, and 36 (thirty-six) months if the terminal is rented. The contract will extend for an undefined period when the agreed minimum duration expires. After expiry of the minimum duration the contract can be cancelled per the end of calendar month by either party by sending a letter of cancellation by registered post under observation of a notice period of three months. The date on which the other party receives the notification is decisive for compliance with the period of notice. Payments made in advance by CC shall not be reimbursed pro rata in the event the contract is cancelled by CC.
- 7.2.** This does not affect cancellation of the contract for an important reason.
- 7.3.** An important reason is given if, among others, CC defaults in whole or in part on two consecutive payments and/or the terminal is misused by CC or third parties and/or in the event of circumstances that represent a serious and lasting negative impact on the financial situation of CC or if a petition for bankruptcy proceedings is filed.

8. Default of payment

hobex can cease to provide services for the period in which CC is in default of payment, hobex can demand the provision of securities or cancel the contract in the event of repeated defaults of payment or the occurrence of circumstances that justify a higher risk evaluation of claims against CC.

9. Offsetting and right of retention

CC can only offset uncontested or legally ascertained claims against claims raised by hobex. CC is only entitled to claim right of retention in relation to counter-claims arising from this agreement.

10. Engagement of third parties

hobex is entitled to retain the services of third-parties to secure collection.

11. Reports to third parties

CC authorises hobex in accordance with Article 1 Clause 2 of the data protection act 2000 to relay all data relating to this contract to the relevant credit card organisations and banking institutions and to relay the data contained in the Card Payment Processing Contract to authorised information authorities for inspections within the scope of risk management.

12. Liability

- 12.1.** hobex and its legal representatives or vicarious agents can only be held liable for compensation in conjunction with infringements against major contractual obligations which the other party can trust in particular to be fulfilled. The preceding exclusion does not apply in the event of intent or gross negligence.
- 12.2.** hobex shall be liable to a maximum amount of 5,000 euro per claim for infringements against major contractual obligations arising through negligence.
- 12.3.** Liability in every case is limited to the immediate damage usually and typically foreseeable and controllable by the other party in such cases. Liability for damages and loss of earnings arising as a consequence of defects is excluded.
- 12.4.** CC's claims will become time-barred at the latest one year after the date on which CC becomes aware of the damage and the circumstances from which a claim arises, and three years after the date of the damaging event regardless of any knowledge. Shorter legal periods of prescription remain unaffected.

13. Confidentiality

- 13.1.** The parties to the contract undertake to handle details relating to the contract contents and information that becomes known to them through the design and implementation of the contract confidentially and to maintain secrecy towards third parties with the exception of Article 10. CC and hobex are obliged to handle data made available to them through processing card payments confidentially and only to use it within the scope of the existing contractual relationship. This also applies to operational and business secrets belonging to a contract party which become known to the other party during implementation of the contract.
- 13.2.** 10.2. There are no restrictions according to the preceding stipulation unless such information: (i) is known to the recipient or its representatives prior to receipt from the other party; (ii) is or becomes legally accessible through a different source without any infringement of an obligation to maintain confidentiality; (iii) must or should be disclosed to an administrative authority with responsibility for one of the parties or for another legal reason, but only on condition that the other party has been informed of the intended disclosure in as much detail as possible and the party intending to disclose cooperates with the other party's reasonable attempts to restrict or prevent disclosure; (iv) must be disclosed to a credit card organisation for legal reasons, or (v) to the extent that the other party has waived the obligation to maintain confidentiality in writing.
- 13.3.** CC shall not release press information announcing the implementation of this contract or the transactions it is intended to provide for without having previously obtained consent from hobex.

14. Other

- 14.1.** The parties to the contract undertake to adapt the contract accordingly if the circumstances on which it is based change significantly in a way that is not covered by these conditions. If one of the stipulations of these conditions should be partially or completely invalid it shall not affect the remaining stipulations. The contractual parties undertake to replace the invalid stipulation with a valid stipulation that comes as close as possible to the intended purpose of the invalid stipulation.
- 14.2.** Oral subsidiary agreements to this contract are invalid.
- 14.3.** Changes to these conditions and those detailed in Section 1 for individual services made by hobex shall be communicated to CC in writing by post or email. They will be deemed as approved if CC does not raise a written objection within 4 (four) weeks of communication. The date on which hobex receives the objection is decisive for compliance with the period of limitation. In the event CC raises an objection then hobex shall be entitled to cancel this contract per end of the month following the month the objection raised by CC was received by hobex.
- 14.4.** Substantive Austrian law shall apply to all disputes relating to this contract. The applicability of conflict of laws rules of the Austrian International Private Law and the Uniform Law on the International Sale of Goods are explicitly excluded. The parties concluding the contract agree on the competent courts of Salzburg (city) as the exclusive place of jurisdiction for legal disputes relating to this contract.

Particular conditions for processing credit card payments: MasterCard, VISA, JCB

Preamble

hobex undertakes a commitment towards CC that it will organise payment transactions resulting from proper use of credit cards and will obtain corresponding payment from the card-issuing companies and forward them to CC.

In return, CC undertakes to sell its proffered products and services to anyone presenting a MasterCard/Visa/JCB card or VISA Electron card (hereinafter „card or cards“) issued in their name at the

same price and under the same conditions as for customers paying in cash. CC will not charge any additional costs or demand securities; however, CC may offer reductions in conjunction with card payments.

1. Promise of payment made to CC

- 1.1.** hobex undertakes to provide the technical processing for all sales paid for by cards subject to the chargeback rights defined in Clause 7 if the following preconditions are accumulatively fulfilled:
- 1.1.1.** The card presented is valid at the time of presentation and bears the card holder's signature;
- 1.1.2.** The card presented is not declared as invalid in a list or file of blocked cards or in any other communication sent to CC;
- 1.1.3.** The person presenting the card corresponds with a photo on the card (where extant);
- 1.1.4.** The card presented has not been changed or is illegible;
- 1.1.5.** CC issues a charge receipt by scanning the card into a terminal/POS system approved by hobex; the charge receipt shall state the card details, the gross price of the goods or service, the current date, the company and the number of CC's contract with hobex;
- 1.1.6.** The card holder has confirmed the transaction either by entering his PIN or by signing the card receipt with a signature that corresponds with the signature on the card in the presence of a representative of CC and CC has handed a copy of the confirmed receipt to the card holder;
- 1.1.7.** The overall amount does not exceed the card limit defined under clause 3.1. of this contract or authorisation was granted by hobex in accordance with clause 3.2;
- 1.1.8.** That processable data sets are received by hobex within 5 (five) calendar days of the transaction or the CC has manually produced a „replacement credit card receipt“ where permissible and obtained an authorisation code for the transaction amount from the hobex authorisation service and this replacement receipt is received by hobex within 5 (five) calendar days of the transaction.
- 1.2.** hobex is entitled, but not obliged, at any time to verify the preconditions defined under 1.1 from case to case.
- 1.3.** It is only permissible and technically possible to withdraw a transaction immediately after it has been completed.
- 1.4.** The date and time when hobex receives processable data sets are also the considered as the date and time on which hobex receives the assignment to process the payment; CC's claim to against hobex for payment subject to the conditions of Clause 1.1 comes into being when the corresponding data sets or receipts are received by hobex. hobex will transfer the due amount minus the service charge pursuant to Clause 5 to the account defined by CC in the „Card Payment Processing Contract“.
- 1.5.** 2.4. hobex is entitled to demand CC to assign to hobex all claims against card holders arising from sales paid for with a card, and any claims against the company issuing the card and relating to the use of the card.
- 1.6.** CC shall only accept card transactions for services and sales falling within the normal scope of his business operations and shall not accept card transactions for services that do not belong to its normal business operations, in particular for granting credit or other cash payments. Equally, settling older claims that the CC cannot assert against the card holder – for whatever reason – is also prohibited.
- 1.7.** Insofar as CC is authorised by hobex to execute card transactions in deviation to the stipulations of sections 1.1.1 to 1.1.6 by entering the card details manually without the card being presented, there shall be no promise of payment for these transactions as specified by the credit card organisations. CC shall be obligated to reimburse the transaction amount to hobex if the transaction is disputed by the card holder.
- 1.8.** If there is justified reason to suspect that certain card transactions are fraudulent or in violation of the stipulations of this contract then hobex shall be entitled to withhold payment of the associated transaction amounts to CC until such time as the suspicions have been ruled out or the chargeback period has expired (120 days after the date of the transaction or service provision). CC is obligated to provide hobex with all information and documentation concerning the transactions without delay and to otherwise assist in clarifying the issue in hand.

2. Terminal/POS cash register system

- 2.1.** If CC is in possession of a terminal or cash register system approved by hobex it must be used to process every transaction. Unless agreed otherwise with hobex in writing upon installation of the POS device, a transaction approval is always required regardless of the amount and is obtained electronically via the POS device.
- 2.2.** CC shall transfer the data required by hobex in conjunction with every authorisation request. The data must comply with the specifications provided to CC by hobex with regard to content, format and means of transfer. hobex will provide CC with an authorisation code when authorisation for the transaction is approved.
- 2.3.** In the event of a terminal/POS malfunction, charge receipts shall be completed manually as far as is permissible using the „replacement credit card charge receipt“ and submitted to the address specified by hobex.
- 2.4.** The receipts confirmed by the customer through signature or PIN must be retained in accordance with Section 9 for all transferred transactions.

3. Card limit

- 3.1.** All cards have a defined limit specified by the card-issuing company. A transaction will be denied if the amount of the transaction processed via the terminal/POS exceeds the card limit.
- 3.2.** hobex is entitled to approve an amount in excess of the limit by approving a request submitted by CC electronically or by telephone, fax or any other means. CC can only refer to the

authorisation if the authorisation code communicated during the approval process is indicated on the charge receipt.

- 3.3.** If the total sum of a transaction is reduced to below the limit by issuing multiple charge receipts for a single transaction that would otherwise have been paid for with a single amount in cash then there shall be no obligation to pay the total sum of the transaction. However, in the event that payments are made in such cases, hobex shall be entitled to demand reimbursement of the paid amounts or to offset them against other payment obligations towards CC.

4. Particular contractual obligations of CC

- 4.1.** CC must inform hobex immediately by telephone and before handing the card back to the card holder if he suspects a card presented to him could be fake or forged, or if the signature on the card does not match the signature on the charge receipt, or the person presenting the card does not correspond with the person on the photo. hobex can request the card holder to present a valid form of photo identification to CC. hobex is authorised to instruct CC to withhold the card if forgery is suspected.
- 4.2.** CC shall also ensure it is impossible to manipulate data input in dedicated personnel areas and on the premises and, in particular, to misuse the equipment. CC shall inform hobex on request of measures implemented in this field.
- 4.3.** CC shall install the advertising material provided by hobex, in particular the signs indicating the acceptance of cards pursuant to the „Card Payment Processing Contract“, at clearly visible locations in his premises.

5. Service charges

- 5.1.** A service charge is payable for the services provided. It is defined in the underlying „Card Payment Processing Contract“.
- 5.2.** The service charge and the sales tax due on that amount will be deducted from the amount payable to CC pursuant to Clause 1.1. The service charge may also be offset against later payments to be made to the CC. CC will pay the due charge to hobex on request if a deduction or offset against payments due to CC is not possible.
- 5.3.** No service charge will apply to a credit transaction carried out at a later date to reimburse a debit transaction. The service charge for the preceding debit transaction will not be reimbursed.
- 5.4.** hobex is entitled to redefine the service charge semi-annually, for the first time 6 (six) months after conclusion of the contract. Total turnover, transaction quantity, average sale per transaction and other cost-relevant factors will be taken into account in hobex' discretion when redefining the service charge. CC can cancel the contract within 4 (four) weeks with immediate effect in the event of a service charge increase, whereby notification must arrive at hobex within that period. The increased service charge will not apply if CC cancels the contract.

6. Credit note / pre-authorisation settlements

- 6.1.** CC is not permitted to make reimbursements for transactions for which a charge receipt was issued in the form of cash or cashless payments, but rather only by issuing a credit note exclusively for the card that was charged for the transaction. The credit note must not exceed the amount charged to the card.
- 6.2.** CC shall produce the credit note in accordance with the instructions for the terminal/POS and to hand over the original copy of the credit note to the card holder. hobex will instruct the card holder's bank to credit the amount on the credit voucher to the card holder's account on behalf of CC. CC shall reimburse the reimbursed amount to hobex. Reimbursement shall occur through direct debit to CC's bank account unless the due amount can be offset against other current sales made by CC.
- 6.3.** In the event CC has booked a pre-authorisation for a credit card, the subsequent settlement of the pre-authorized amount must not exceed the pre-authorized amount by more than 15% or 20% respectively. Consult the operating manual instructions when carrying out the operation. hobex does not promise to fulfill payment in the event of improper use of the pre-authorisation settlement function.

7. Chargeback rights

- 7.1.** CC is obligated to refrain from any action that could entitle his customers to a transaction chargeback (e.g. sales of defective goods, provision of deficient services, etc.).
- 7.2.** In the event CC fails to comply with the stipulations under Clauses 1.1; 1.6; 3, 4.1, 4.2 or 6.3 then hobex shall be entitled for a period of 18 (eighteen) months from the date of transfer to demand reimbursement of the amounts paid. Reimbursement shall take the form of a direct debit to the CC's account or offsetting against a claim held by CC.
- 7.3.** CC is in any case obliged to provide hobex on request with proof of the obligation to pay pursuant to Clause 1.1 within 10 (ten) calendar days, as far as the obligation lies in the business sphere of CC.
- 7.4.** Furthermore, hobex is entitled to carry out a reversal debit if the card holder demands the charge be cancelled or refuses to pay and presents to hobex or the card-issuing company within six months of the transaction date (or the date agreed with CC for the provision of services agreed with CC, whereby the later date applies) reasons entitling him to withdraw, cancel or dispute the underlying transaction or in any other way to demand reimbursement of payment. A chargeback is excluded if CC proves within a period of 10 (ten) calendar days after receiving a request from hobex that the customer's objection is unfounded.
- 7.5.** CC shall fulfill the pecuniary claim directly to the card holder if the chargeback was imple-

mented permissibly or if CC failed to comply with the period of 10 (ten) calendar days.

7.6. The issue of an authorisation code does not restrict hobex's chargeback rights.

7.7. Chargebacks are made for the invoiced amount of the claim in question plus the chargeback fees. CC is obliged to pay the chargeback amount without delay. CC has no claim to reimbursement of the service charges levied for the transaction in hand or for any other compensation and/or enrichment.

7.8. hobex is entitled to apply an administration fee of EUR 40 (forty euros) per chargeback. hobex retains the right to claim higher expenses.

8. Information obligations of CC, auditing

8.1. At hobex' request CC will allow an inspection of its business premises by either hobex in person or an appointed representative to enable hobex to verify compliance with the stipulations of this contract.

8.2. CC is not authorised to appoint a third party to perform his obligations under this stipulations of this contract unless hobex grants its consent in writing. Such third parties must explicitly adopt the obligations arising from this contract and CC must provide evidence thereof. CC will remain fully responsible for the fulfilment of the contract in every case.

9. Retention obligations

CC undertakes to retain all documents, the sales data transferred electronically and physically submitted receipts relating to the associated business transactions for a minimum period of 18 (eighteen) months, unless other longer periods are required by law or this contract, calculated from the date on which the receipt was generated, and to make them available to hobex at any time.

10. Cancellation

10.1. hobex is entitled to cancel the contract if the sum of the amounts charged back or reimbursed by hobex to CC in any calendar week exceeds one per cent (1%) of the value or the number of transactions submitted by CC for processing during the corresponding time period.

10.2. Furthermore, hobex shall be entitled to cancel the agreement if CC repeatedly or with recognisable intent of repetition carries out or attempts to carry out transactions that are in violation of the stipulations of this agreement or are in any other way fraudulent.

Particular conditions for processing debit cards: Maestro and V PAY

Preamble

hobex undertakes a commitment towards CC that it will organise payment transactions resulting from the proper use of debit cards and will obtain corresponding payment from the card-issuing companies and forward them to CC.

In return, CC undertakes to sell its proffered products and services to anyone presenting a Maestro / V PAY card (hereinafter „card or card“) issued in their name at the same price and under the same conditions as for customers paying in cash. CC will not charge any additional costs or demand securities; however, CC may offer reductions in conjunction with card payments.

1. Card payment / Obligation to pay

1.1. hobex undertakes to provide the technical processing for all sales paid for by cards subject to the chargeback rights defined in Clause 4 if the following preconditions are accumulatively fulfilled:

1.1.1. The card presented is valid at the time of presentation and bears the card holder's signature;

1.1.2. The card presented is not declared as invalid in a list or file of blocked cards or in any other communication sent to CC;

1.1.3. The card presented has not been changed or is illegible;

1.1.4. CC issues a charge receipt by scanning the card into a terminal/POS system approved by hobex; the charge receipt shall state the card details, the gross price of the goods or service, the current date, the company, the number of CC's contract with hobex and an authorisation code;

1.1.5. The card holder confirms the transaction with his PIN and CC presents him with a copy of the confirmed charge receipt;

1.1.6. hobex is in receipt of processable data sets within 5 (five) calendar days of the transaction;

1.2. CC shall only accept card transactions for services and sales falling within the normal scope of his business operations and shall not accept card transactions for services that do not belong to its normal business operations, in particular for granting credit or other cash payments.

1.3. It is only permissible and technically possible to withdraw a transaction immediately after it has been completed.

1.4. The date and time when hobex receives processable data sets are also considered as the date and time on which hobex receives the assignment to process the payment; CC's claim to against hobex for payment comes into being when the corresponding data sets are received by hobex. hobex will transfer the amount minus a service charge in accordance with item 3 to an account defined by CC.

1.5. If there is justified reason to suspect that certain card transactions are fraudulent or in violation of the stipulations of this contract then hobex shall be entitled to withhold payment of the

associated transaction amounts to CC until such time as the suspicions have been ruled out or the chargeback period has expired (120 days after the date of the transaction or service provision). CC is obligated to provide hobex with all information and documentation concerning the transactions without delay and to otherwise assist in clarifying the issue in hand.

1.6. 2.4. hobex is entitled to demand CC to assign to hobex all claims against card holders arising from sales paid for with a card, and any claims against the company issuing the card and relating to the use of the card.

2. Terminal operation

Maestro / V PAY transactions must be processed by electronic means only; a trade-in in the event of a terminal/POS malfunction is therefore expressly prohibited.

3. Service charge

3.1. A service charge is payable for the services provided. It is defined in the underlying „Card Payment Processing Contract“.

3.2. The service charge and the sales tax due on that amount will be deducted from the amount payable to CC pursuant to Clause 1. The service charge may also be offset against later payments to be made to the CC. CC will pay the due charge to hobex on request if a deduction or offset against payments due to CC is not possible.

3.3. No service charge will apply to a credit transaction carried out at a later date to reimburse a debit transaction. The service charge for the preceding debit transaction will not be reimbursed.

3.4. hobex is entitled to redefine the service charge semi-annually, for the first time 6 (six) months after conclusion of the contract. Total turnover, transaction quantity, average sale per transaction and other cost-relevant factors will be taken into account in hobex' discretion when redefining the service charge. CC can cancel the contract within 4 (four) weeks with immediate effect in the event of a service charge increase, whereby notification must arrive at hobex within that period. The increased service charge will not apply if CC cancels the contract.

4. Reverse debits

4.1. CC is obligated to refrain from any action that could entitle his customers to a transaction chargeback (e.g. sales of defective goods, provision of deficient services, etc.).

4.2. In the event CC fails to comply with the stipulations under Clauses 1.1; 1.2; 2 or 5.2 then hobex shall be entitled for a period of 18 months from the date of transfer to demand reimbursement of the amounts paid. Reimbursement shall take the form of a direct debit to the CC's account or offsetting against a claim held by CC.

4.3. CC is in any case obliged to provide hobex on request with proof of the obligation to pay pursuant to Clause 1.1 within 10 (ten) calendar days, as far as the obligation lies in the business sphere of CC.

4.4. Furthermore, hobex is entitled to carry out a reversal debit if the card holder demands the charge be cancelled or refuses to pay and presents to hobex or the card-issuing company within six months of the transaction date (or the date agreed with CC for the provision of services agreed with CC, whereby the later date applies) reasons entitling him to withdraw, cancel or dispute the underlying transaction or in any other way to demand reimbursement of payment. A chargeback is excluded if CC proves within a period of 10 (ten) calendar days after receiving a request from hobex that the customer's objection is unfounded.

4.5. CC shall fulfil the pecuniary claim directly to the card holder if the chargeback was implemented permissibly or if CC failed to comply with the period of 10 (ten) calendar days.

4.6. The issue of an authorisation code does not restrict hobex's chargeback rights.

4.7. Chargebacks are made for the invoiced amount of the claim in question plus the chargeback fees. CC is obliged to pay the chargeback amount without delay. CC has no claim to reimbursement of the service charges levied for the transaction in hand or for any other compensation and/or enrichment.

4.8. hobex is entitled to apply an administration fee of EUR 40 (forty euros) per chargeback. hobex retains the right to claim higher expenses.

5. Contractual obligations of CC

5.1. CC is obliged to ensure secret personal codes (PIN) cannot be spied out when entered into the POS terminal.

5.2. CC shall also ensure it is impossible to manipulate data input in dedicated personnel areas and on the premises or to misuse the terminal/POS in any other way. CC shall inform hobex on request of measures implemented in this field.

5.3. hobex can instruct CC to withhold a card that is suspected to be forged, stolen or otherwise invalid.

5.4. CC is obligated to make clear reference to card acceptance with the logo made available to CC.

5.5. CC shall retain terminal/POS printouts pursuant to Clause 6 and provide the originals to hobex on request. Objections and other complaints of card holders concerning the contractual relationship with CC will be asserted directly against CC.

5.6. At hobex' request CC will allow an inspection of its business premises by either hobex in person or an appointed representative to enable hobex to verify compliance with the stipulations of this contract.

5.7. On principle CC is not entitled to appoint a third party to fulfil its obligations arising from this

contract or to carry out card sales for third parties and to submit them via hobex unless hobex has granted its explicit consent in writing. Such third parties must explicitly adopt the obligations arising from this contract and CC must provide evidence thereof. CC will remain fully responsible for the fulfilment of the contract in every case.

6. Retention obligations

CC undertakes to retain all documents relating to payments made by electronic transfer and the associated business transactions for a minimum period of 18 (eighteen) months, unless other longer periods are required by law or this contract, calculated from the date on which the receipt was generated, and to make them available to hobex at any time.

7. Cancellation

7.1. hobex is entitled to cancel the contract if the sum of the amounts charged back or reimbursed by hobex to CC in any calendar week exceeds one per cent (1%) of the value or the number of transactions submitted by CC for processing during the corresponding time period.

7.2. Furthermore, hobex shall be entitled to cancel the agreement if CC repeatedly or with recognisable intent of repetition carries out or attempts to carry out transactions that are in violation of the stipulations of this agreement or are in any other way fraudulent.

Particular conditions for the provision of services in direct debiting (DD)

Preamble:

hobex AG, FN37265b, Josef-Brandstatter-Str. 2b, A-5020 Salzburg (hereinafter „**hobex**“) adopts on behalf and for the account of Raiffeisenverband Salzburg registered cooperative with limited liability, FN 38219 f, Schwarzstraße 13 – 15, A-5020 Salzburg (hereinafter „**RVS**“) and as a technical service provided to **Contract Company** (hereinafter „**CC**“) the obligation of RVS to organise direct debit orders resulting from the proper use of bank cards within the scope of the direct debiting system and to collect the corresponding payments from banking institutes in the name of RVS and to forward them to RVS.

1. Subject-matter of the contract and obligations towards CC

1.1. The subject-matter of the contract is the collection (including technical organisation) of uncontested claims of the CC against its customers within the scope of direct debiting by RVS insofar collection is from current accounts at Austrian, German or Dutch banks. An uncontested claim is an effective and actionable claim (or claim rendered ineffective only by fraud) of CC against a customer which is not contested by the customer with regard to subject or amount (cases of insufficient funds in the customer's account and/or fraud in which CC is covered against the risk of it being uncollectable up to the maximum amount defined in the „Card Payment Processing Contract“ pursuant to the provisions of Clause 3 do not count as contested claims). No payment obligation whatsoever exists towards CC with regard to contested claims. Otherwise, a payment obligation towards CC only exists when CC fulfils the stipulations and obligations of this agreement (in particular those of Clause 2). For chargebacks via direct debit, see section 4)

1.2. hobex will supply and install by order of RVS but for its own account one or more automatic data transfer terminals (ADT – hereinafter „terminal“) including software – which remains the property of hobex – pursuant to the definitions of the „Card Payment Processing Contract“:

1.3. CC acknowledges that RVS has appointed hobex to implement collection and the technical execution thereof on behalf of and – irrespective of the preceding clause – for the account of RVS and that hobex has explained the fulfilment of orders in conjunction with this contract. The amounts collected by hobex are transferred to the CC's account defined in the „Card Payment Processing Contract“ within six bank days after receipt of the data entered into and transferred from the terminal to the computer centre and after deduction of the service charge defined in the „Card Payment Processing Contract“.

1.4. Liability towards CC only exists in cases of gross negligence. CC is not entitled to raise claims (in particular for damages) or objections if collection relating to the terminal is partially or completely impossible due to legal reasons or technical malfunction. The same applies if mechanisms for identifying bank cards not covered by (sufficient) funds fail to work as intended.

2. Obligations of the CC

The following obligations apply in particular to CC:

2.1. Transactions

2.1.1. Every transaction via the terminal will be made in accordance with the training and operating manual and instructions provided by hobex; particular care shall be taken to ensure an error-free data transfer.

2.1.2. Transaction receipts are signed by the customer and the signature on the receipt is compared against the signature on the bank card. The bank card shall not be returned to the customer until correspondence between signatures is established. If the signatures do not correspond or if the bank card has been visibly modified or made illegible then payment via terminal shall not be accepted

or the transaction immediately cancelled and hobex informed immediately by telephone or written notification with regard to the bank card.

2.1.3. The terminal shall be used exclusively for business transactions within the segment defined by CC (cp. „Card Payment Processing Contract“).

2.1.4. CC shall not enter claims against a customer into the terminal if he is aware or is negligently unaware of a risk – or even partial risk – they may be unsuccessful.

2.1.5. Transactions that are generally accepted as being homogeneous – regardless of the quantity and any differences in the properties of goods or services – shall not be distributed over a number of invoices and/or terminal transactions (esp. in the form of splitting). Equally, business cases considered by general opinion to be different in nature shall not be accumulated and processed in one terminal transaction.

2.1.6. No paybacks (in cash or by transfer) shall be made either directly or indirectly (deposit, exchange, complaint and similar) in conjunction with terminal transactions.

2.1.7. Credit notes, vouchers and similar will be blocked immediately if requested by RVS or hobex; CC shall refund payments made on the basis of this agreement if the customer has not yet redeemed a credit note.

2.1.8. It is prohibited to pass on the collection charge or any part thereof to the customer.

2.1.9. It is prohibited to use the terminal to process any services provided by CC outside the scope of its general business operations, to process third-party claims taken over from a customer or to make internal transactions within the company.

2.1.10. It is prohibited to process any old claims (that could not be collected via the terminal or other payment method for whatever reason) against a customer through the terminal.

2.1.11. Accommodation facilities are obliged to record and retain the customer's personal data in the form required by law.

2.2. Terminal and software

2.2.1. Every terminal malfunction shall be reported to hobex customer service without delay.

2.2.2. A manual data transfer shall be carried out prior to deinstallation and on recommissioning to ensure the integrity of data transfers and to update the software.

2.2.3. It is prohibited to permanently or temporarily remove the terminal from the agreed location without the consent of RVS or hobex.

2.2.4. It is prohibited to change the software supplied and installed by hobex or to use it after cancellation of this contract; hobex can delete the software or render it unusable when the contract is cancelled.

2.2.5. It is prohibited to install any software on the terminal other than the software provided by hobex.

2.3. Miscellaneous

2.3.1. At the request of RVS or hobex – and even after the contract had ended – CC shall send the requested receipts together with their corresponding invoices (originals if explicitly requested) and the recorded customer data and any other available customer data to hobex within seven days (arrival at hobex).

2.3.2. At the request of RVS or hobex – and even after the contract had ended – CC shall issue an order within seven days from the date of the written request to legally enforce the collection of an uncontested claim in the name of CC – either through a lawyer or creditor protection association as determined by RVS / hobex. However, RVS can also request – in writing – the assignment of the claim in question. CC shall report any payments made directly to CC by customers to hobex without delay.

2.3.3. CC shall retain the transaction receipts for a minimum of seven years.

2.3.4. CC shall immediately report to hobex any change of ownership, any changes to the structure of ownership and/or the company's legal form and significant changes to the company's business operations.

2.4. Contraventions

CC shall reimburse payments in the event of a contravention of the stipulations and obligations of this agreement (for the possibility of return of payment via direct debit see clause 4). CC shall indemnify RVS and hobex and hold them harmless against any other ensuing costs in the event CC is culpable.

3. Risk protection

CC is protected by RVS against the risk of uncollectability of uncontested claims up to the amount defined in the Card Payment Processing Contract on condition he does not contravene the stipulations and obligations of this contract. This maximum amount applies per invoice but only once for the same customer on the same day. The risk of collectability for claims extending beyond the maximum amount lies with CC (for the possibility of return of payment via direct debit see clause 4).

4. Direct debit authorization

In the event of a contravention of the stipulations and obligations of this agreement by CC where CC carries the risk of payment or other payments have been made to CC without a corresponding obligation, RVS / hobex will collect by direct debit the total amount of the payment or to the extent of the risk carried by CC from the account detailed in the „Card Payment Processing Contract“.

5. Transferring this contract

RVS is entitled to transfer the rights and obligations of RVS arising from this contract to any credit institution or debt collecting institution with a trade licence to collect uncontested claims in a member

state of the European Economic Area. RVS is obliged to inform CC of a transfer by registered mail sent to the last known address of the CC or to publish the transfer in the „Wiener Zeitung“ newspaper (Monday edition). The transfer will become legally effective on the day notification is delivered (or an attempt to deliver is made) to the address or on the 15th day after publication. A transfer does not entitle the CC to cancel the contract ahead of time.

6. Cancelling and changing the agreement

The contract is concluded for an unlimited time period. It can be cancelled per the end of a calendar month by either party by sending a letter of cancellation by registered post under observation of a notice period of three months. The right to cancel the contract ahead of time due to an important reason remains unaffected. RVS considers the following to be important reasons: bankruptcy, insolvency or enforced administration of CC. Amendments to the contract communicated to CC by RVS or hobex by means of registered mail sent to the CC's last known address will be deemed as approved by CC unless hobex receives a written objection within 14 days (received by hobex) of delivery or an attempt to deliver to CC's address.

7. Applicable law, place of jurisdiction

Substantive Austrian law shall apply to all disputes relating to this contract. The parties concluding the contract agree on the competent courts of Salzburg (city) as the exclusive place of jurisdiction for legal disputes relating to this contract.

8. Final stipulations

Oral subsidiary agreements to this contract are invalid; every change to or amendment of this agreement must be made in writing. This also applies to waiver of formal requirements. If any stipulations are invalid this shall not affect the remaining validity of the contract. In this case a valid stipulation that comes as close as possible to the economic purpose of the invalid stipulation is deemed as agreed. This contract comes into effect when the terminal is activated in the CC's premises after hobex has received the original „Card Payment Processing Contract“ signed by CC, whereby hobex is the authorised delivery agent for RVS in this respect.

Particular conditions of terminal lease

1. Creation and subject-matter of the leasing contract

hobex has concluded the underlying „Card Payment Processing Contract“ with CC. The conclusion of a leasing contract between CC and hobex for one or more terminals – as far as selected by CC in the „Card Processing Contract“ – is a component of this contract. Lease contract stipulations are defined in detail in the Particular Conditions of Terminal Lease.

2. Charges

- 2.1.** The lease and maintenance charge and the accounting period are defined in the „Card Payment Processing Contract“ and will be collected by direct debit at the start of each accounting period. The lease and maintenance charge is payable in full at the start of every accounting period and immediately if the lease commences during the accounting period.
- 2.2.** hobex will present this contract to the financial authorities for the assessment of fees and will pay said fees to the financial authorities when they are due. hobex will then collect the full amount of the fees from CC who undertakes to cover these costs.

3. Cancellation

- 3.1.** The contract ends automatically when the „Card Payment Processing Contract“ is cancelled. The obligation to pay the lease and maintenance charge ends on the last day of the month in which the terminal is returned.
- 3.2.** In the event CC cancels the rental contract prematurely it shall be obligated to pay to hobex a handling charge in accordance with the „Card Payment Processing Contract“ plus sales tax. . Payments made in advance will not be reimbursed.

4. Handover/return

- 4.1.** The terminal and accessories (cables, operating instructions, mains adapter and software) are handed over to CC by hobex in unobjectionable condition. The handover is documented in a report which is signed off by CC.
- 4.2.** CC shall return the terminal and accessories to hobex without delay and at his own expense and risk when the contract terminates.