

# GENERAL TERMS AND CONDITIONS



VERSION 3.0 - VALID AS OF 06/2018

## 1. Preamble

hobex AG, FN 37265b of the District Court of Salzburg, Josef-Brandstätter-Straße 2B, A-5020 Salzburg (hereafter "hobex") is the holder of a license to issue payment instruments (issuing) and to accept and settle payment transactions (acquiring) pursuant to § 1 par. 2 No. 5 of the Payment Services Law ("Zahlungsdienstegesetz") of 2018 (ZaDiG 2018) BGBl I No. 17/2018, as amended, with the Austrian Financial Market Authority (FMA) identification number of 1637630, institution code (ILZ) 94602 ZI.

All provisions of ZaDiG 2018 which are modifiable with respect to non-consumers are hereby waived and replaced by the following regulations.

hobex has concluded the underlying contract (hereafter "Contract") concerning the settlement of card payments (called "Card Payment Settlement Contract, "Acceptance Contract", or similar) with the contracting company (hereafter "CC"), which is a non-consumer in the sense of consumer protection regulations. The service offered therein currently covers:

- 1.1. the transaction service for certain credit card systems and VISA Electron,
- 1.2. the transaction service in the Maestro/VPAY system,
- 1.3. participation in the ELV system,
- 1.4. the provision of payment transaction terminals,
- 1.5. the network operator service for other card systems and/or software solutions for card acceptance.

The CC specifies in the contract which service should be used as an individual service or which service combination should be used. In addition to the following conditions, each of the above-named services has applicable special conditions and/or agreements.

## 2. Definitions of terms

**Acquirer:** company which settles card transactions of the contracting company.

**Authorization:** the notification issued by hobex at the request of the CC that a transaction of a specified amount with a specified credit/debit card is possible;

**Authorization code:** the code issued by hobex at the request of the CC to approve a transaction which exceeds the card limit;

**Chargeback:** reversal of a credit/debit card transaction by the card-issuing company and/or the cardholder;

**Data transmission connection:** depending on the terminal, either a telecommunication or internet connection;

**Debit cards:** all debit cards issued under the regulations of the credit card institutions and other payment instruments explicitly included in this contract with which the user issues a directive to debit his account rather than paying with cash;

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

**Card-issuing company:** the bank or company that has issued a credit card or debit card;

**Cardholder:** the person in whose name a credit/debit card is issued;

**Cardholder authorization:** confirmation of a transaction by the cardholder by his signature or PIN entry;

**Card limit:** the highest amount chargeable to the respective card as determined by the card-issuing company;

**Card verification number:** the three-digit number which has additionally been printed on the credit card (generally on the signature field on the back of the card);

**Debit cards:** all debit cards issued under the regulations of the credit card institutions and other payment instruments explicitly included in this contract with which the user issues a directive to debit his account rather than paying with cash;

**Credit card data:** the credit card number and the expiration date, if applicable – if specified by hobex for the relevant use case – the card verification number, the name and the address of the cardholder;

**Credit card institutions:** Institutions like Visa International, MasterCard Inc., Maestro International, etc., which operate payment systems and issue licenses to card-issuing companies and acquirers relating to the credit cards and debit cards included in this contract;

**mPOS:** mobile point of sale, e.g. SMART – see Terminal;

**NFC transaction:** a contact-free transaction in which the card (or an NFC-capable device with saved card data, e.g. Handy) is held in the immediate vicinity of the terminal and the data is transferred via "Near Field Communication";

**Partnernet:** service at [www.hobex.at](http://www.hobex.at) for the monitoring of card transactions, receipt download, etc.;

**PCI-DSS:** (Payment Card Industry Data Security Standard) requirements of the credit card institutions which a CC must comply with as soon as it saves credit card data (e.g. for manual input);

**PIN:** personal identification number for confirmation of card payments which is only known to the cardholder;

**Service fee:** generally composed of the discount and the transaction fee;

**Daily closing:** transmission of transactions from the terminal to hobex;

**Terminal:** all technological (physical or also virtual) equipment for the processing of card payments, which can consist of one or more components;

## 3. Scope of service

3.1. hobex provides for the operational deployment of the terminal, insofar as the agreed-upon conditions have been fulfilled on the part of the CC.

3.2. The power supply and the data transmission connection of the terminal must be provided by the CC.

3.3. If hobex needs to perform services on location which serve to initially fulfill the set-up and connection requirements, these are not included in the flat-rate installation price and are thus to be separately remunerated.

3.4. If the CC wants to place a terminal at a location other than that specified in the contract and its constituent parts, then this must be indicated to hobex in writing. hobex can demand that your agents be engaged in the installation work associated with a change to the installation location. The CC is responsible for all expenses related to a change to the installation location. The CC is not entitled to install the terminal elsewhere without authorization.

3.5. hobex will make available to the CC a hotline service for error notifications and other questions

of a technical kind. The hotline service includes the recording of technical errors at the terminal and the support of the CC during the launch of the terminal. The telephone number at which the hotline service can be contacted is indicated at [www.hobex.at](http://www.hobex.at) under the menu item "Service".

3.6. The CC shall inform hobex immediately of any occurring defects, damages, or technical disruptions of the terminal and its accessories. The CC shall in this case notify of any recognizable details; here, the CC shall follow the guidelines of hobex and/or the contracted service provider regarding problem analysis and error determination.

3.7. If the functionality of the terminal cannot be restored with the support of the telephone hotline, then hobex will provide the CC with a replacement terminal. The replacement terminal will be delivered to the CC or installed by a field representative; an installation on location will take place during normal business hours, outside of this timeframe by special agreement. The start-up of the replacement terminal is undertaken by the CC with the support of the telephone hotline of hobex or of the field representative. The defective terminal shall be returned by the CC to hobex and/or the contracted service provider or handed over to the field representative. If the defective terminal has not been received by hobex or the contracted service provider within 10 (ten) calendar days after receipt of a replacement terminal, then hobex is entitled, after giving prior notice, to charge for the replacement terminal. In case of a lacking claim to repair, the replacement terminal shall also be charged.

3.8. Repair does not include those repair measures which arise from irregular use or other external impacts not to be attributed to hobex, or improper handling, or the connection of third party products, or the use of third party accessories without the written agreement of hobex. In addition, wear parts of the equipment are excluded from the warranty. Repair also includes no purchase terminal defects which occur after the expiration of the warranty period (one year after delivery). The warranty is limited to the replacement of the device; there is no claim to repairs, contract termination, or price reduction. The deficiency of the device at the moment of delivery must at all times be substantiated by the CC.

3.9. The performance of work on the terminal and on other devices provided by hobex by persons or companies other than those contracted by hobex is strictly prohibited.

3.10. The software delivered with the terminal is the property of hobex. It may not be copied, downloaded, deleted, altered, or transferred to third parties. In case of infringement, the CC is obligated to pay a contractual penalty in the amount of 5,000.00 euros (in words: five thousand euros) per violation.

3.11. Interruptions to the data transfer connection is not within the area of influence of hobex and must be referred immediately by the CC to the responsible telecommunications/internet provider for repair. Excluded from every warranty are thus the condition, suitability, and accuracy of the data transmission connection used by the CC as well as communication devices used by the CC.

## 4. Special rights and obligations of the contracting parties

The CC is obligated:

4.1. to immediately announce in writing the closing, sale, or lease of the CC or any other change of ownership, a change to the legal form of the CC or its registered company name, an essential change to the product offering as well as changes to the address or banking information. If the CC does not announce address changes, then legally significant statements by hobex are considered received, insofar as they are made to the most recently announced address;

4.2. to fully and truthfully provide in the contract and make available to hobex all information that is necessary for the installation and performance of the service;

4.3. to make available documents for the purpose of checking conformity to the law and creditworthiness, such as certificate of registration, business registration, articles of association, annual report documentation, identity documents, etc. (for documents in a language other than German or English with an officially notarized translation), as well as provide information about the organization of its business operations;

4.4. to fulfill the requirements for terminal operation;

4.5. to treat the provided terminals carefully and in a way consistent with instructions and to only engage sufficiently qualified personnel and to pay attention to the operating guidelines and instructions provided by hobex, which are also valid in addition to these terms and conditions;

4.6. to ensure the continuous connection of the terminal to the data transmission connection and to perform via the terminal, within 24 hours at least, the clearing of accounts (data transfer) in accordance with the training by hobex and the provided operating instructions (does not apply to mPOS);

4.7. to pay fees on time, including the service fee and/or to ensure a sufficient account balance for direct debit in the direct debiting procedure;

4.8. to obtain terminal accessories (e.g. paper rolls, etc.) exclusively from hobex, as the orderly functioning of the terminal and legally-conforming card payments are only ensured with the use of this matched accessory;

4.9. not to transfer the terminal to third parties, whether against payment or not, as well as to prevent any other access by third parties; loss, theft, or improper use must be reported to hobex immediately, however by 16:00 on the next business day at the latest;

4.10. in the case of terminals installed in a fixed position, terminals with base stations, or similar, to ensure access to the terminals, including other equipment provided in the framework of this contract, on request to hobex and/or its contracted third parties for the duration of the contract as well as after conclusion of the contract for the purposes of assembly, disassembly, and maintenance, and

4.11. to adhere to legal provisions including the provisions regarding data protection.

hobex is entitled,

4.12. in case of a justified suspicion of a misuse of the terminal, to lock the terminal without notice immediately until the clarification of the situation. hobex will inform the CC immediately of the locking. The CC cannot, in such a case, assert any damages of any kind against hobex due to the unusability of the terminal.

4.13. in case of improper use of the terminal, to demand from the CC compensation of the total damage including penalties from the credit card institutions, accrued interest and exchange rate costs, and appropriate administrative costs.

## 5. Fees, payment conditions, and additional services

5.1. The fees (prices) for the services utilized by the CC arise from this contract. The same is true for the service fees owed by the company. The fees are calculated from the day of the operational provision of the terminal.

5.2. hobex provides additional services for a fee by arrangement.

\* All terms and definitions shall be neutral in gender.

**hobex** Aktiengesellschaft Josef-Brandstätter-Str. 2b 5020 Salzburg Österreich [www.hobex.at](http://www.hobex.at)

T +43 662 2255-0 F +43 662 2255-68 M [office@hobex.at](mailto:office@hobex.at) LG Salzburg DVR 0660868 FN 37265b UID-Nr. ATU 35185508

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## 6. Settlement overview, accounting

The CC will inform itself via the Partnernet about the submitted transactions and accept the receipts made available there exclusively in electronic form for download; there, monthly turnover figures and statements in electronic form can also be saved or printed out. The CC is obligated to check these figures and statements for correctness and completeness. Objections due to incorrectness or incompleteness must be lodged by the CC with hobex within six weeks after the transaction date at the latest. The omission of timely objections is considered approval.

## 7. Contract term and termination

**7.1.** The contract comes into effect as soon as the CC signs the contract or has sent it to hobex via the internet and as soon as the offer submitted by the CC has been accepted by hobex through the provision of the terminal. The contract is open-ended. The contract can be terminated by either party by means of a signed letter while adhering to a termination period of three months, always on the last day of a calendar month; in the case of an agreed-upon minimum contract term, the termination can first occur at the end of the calendar month in which the minimum contract term ends. Determinative for adherence to this timeframe is the receipt of the termination declaration by the respective other contract partner. In case of termination by the CC, there shall be no reimbursement of advance payments.

**7.2.** A termination of the agreement for good cause is unaffected by this.

**7.3.** A good cause is present if, for among other reasons, the CC is in default on a payment despite warning or if the CC or third parties misuse the terminal or if circumstances are present which seriously and lastingly harm the financial situation of the CC or if an insolvency filing has already been made.

## 8. Default of payment

In case of a default of payment for fees on the part of the CC, hobex can stop services for the duration of the default. In case of repeated default of payment, or the emergence of circumstances which justify an increased risk assessment of the demands against the CC, hobex can demand the provision of collateral.

## 9. Set-off and right of retention

The CC can only offset against claims of hobex with undisputed or legally determined claims.

## 10. Involvement of third parties

For the purpose of service delivery, hobex is entitled to involve third parties and to transmit data connected to this contract to, among others, the affected credit card institutions and credit institutions and to transmit the data for assessment in the framework of risk managements to information centers authorized for this purpose.

## 11. Data protection

Hobex processes personal data in accordance with the data protection regulations according to the "Data protection statement" which can be found at [www.hobex.at](http://www.hobex.at).

## 12. Liability

**12.1.** The liability of hobex and its legal representatives or agents for damage compensation only exists in case of the violation of essential contractual obligations the fulfillment of which the other party may trust in to a special degree. The above-mentioned exclusion does not apply in cases of malice or gross negligence.

**12.2.** Insofar as essential contractual obligations in the above-mentioned sense are violated with simple negligence, hobex is liable for a maximum of 5,000 euros per claim.

**12.3.** In any case, liability is limited to those direct damages which are commonly and typically predictable in such cases and which are controllable by the other party. Liability for consequential damages and lost profit are excluded.

**12.4.** The claims of the CC to damages lapse after one year at the latest starting at the moment when the CC becomes aware of the damages and circumstances which lead to an entitlement to benefits, without regard to this awareness three years after the damage-causing event. Shorter periods of limitation as provided by law remain unaffected.

## 13. Confidentiality

**13.1.** The contracting parties are obligated to keep confidential the particulars of the content of this contract as well as all knowledge and information which they acquire while producing and settling the contract and to maintain silence with regard to outside parties, with the exception of No. 10. The CC and hobex are obligated to keep secret all data received from card statements and to use it exclusively in the context of the existing contractual relationship. This also applies to operational and trade secrets of a contracting party which the other contracting party becomes aware of during the settlement of the contract.

**13.2.** There are no limitations to the previous provision, unless such information (i) was known to the recipient before receipt from the other party or its agents, (ii) is or will become legally accessible from other sources without violation of a confidentiality obligation, (iii) must or shall be transmitted to an administrative authority responsible for the parties or for other legally necessary reasons; with the requirement, however, that the other party is informed to the greatest possible degree about such an intended disclosure, and that the party which plans such a disclosure cooperates with the appropriate efforts of the other party to limit such a disclosure or to attempt to avoid such a disclosure, (iv) must be transmitted to a credit card institution for licensing regulation reasons, or (v) to the degree that the other party explicitly waives in writing such a confidentiality obligation.

**13.3.** The CC shall not publish a press release announcing the execution of this contract or the transactions foreseen in the context of this contract without acquiring the prior permission of hobex.

## 14. Lump sum fee for distraint processing

If hobex is designated a third party debtor by a creditor, then the CC shall compensate hobex for the resulting expenses with a lump sum fee of up to 250 euros. The exact amount to be reimbursed is based on the accrued expenses as well as on whether the respective distraint was effective, unjustified, or erroneous. The CC is at liberty to prove that hobex accrued no expenses or that they were lower than expected.

## 15. Transfer of this contract

hobex is entitled to transfer the relevant rights and obligations in this contract, in full or in part, to any institution in a member state of the European Economic Area in possession of corresponding rights. hobex shall announce this transfer to the CC by means of a signed letter to the CC's most recently disclosed address, or else to publish this in the Wiener Zeitung (Monday edition). It takes legal effect from the day of notification (or notification attempt) to this address and/or from the 15th day after the publication. This transfer does not entitle the CC to prematurely terminate the contractual relationship.

## 16. Miscellaneous

**16.1.** If the circumstances on which this contractual relationship is based undergo an essential change not considered in these conditions, then both contracting parties commit to adapting the provisions to the changed circumstances. If one regulation of these provisions becomes void in full or in part, the remainder of the contract remains in effect. The contracting parties commit to replacing a void provision with an effective provision which comes as close as possible to the intended purpose of the void provision.

**16.2.** Verbal secondary agreements to this contract have no validity.

**16.3.** Changes to these provisions as well as to the provisions mentioned under No. 1 for individual services by hobex will be announced to the CC by mail or by email. They are considered approved if the CC raises no objections in writing within 4 (four) weeks of the announcement of changes. Determinative for the adherence to this deadline is the receipt of the objection by hobex. If the CC objects, hobex is entitled to terminate this contract at the end of the following month after hobex's receipt of the objection.

**16.4.** Disputes connected to this contract shall be subject to material Austrian law. The applicability of the reference norms of Austrian IPR as well as UN sales law is explicitly excluded. The contracting parties agree that the sole judicial authority for legal disputes connected to this contract shall be the respective court in Salzburg (city) with jurisdiction *ratione materiae*.

### Special conditions for the settlement of credit card payments: MasterCard, VISA, JCB, UnionPay International

#### Preamble

hobex assumes the obligation with respect to the CC for organizing the payment obligations arising from the regular use of credit cards and collects the corresponding payments from the card-issuing companies and transmits these to the CC.

In return, the CC commits to offering all goods and services at the same prices and conditions as to cash-paying customers to every person in possession of a MasterCard/Visa/JCB/UnionPay International Card and/or a VISA Electron card (hereafter "card" or "cards") issued in the EEA (European Economic Area) (exception: commercial/business cards). The CC may only offset additional costs or demand securities if this is permitted by respective national law; the CC may, however, offer discounts/incentives for card payment.

#### 1. Payment commitment to the CC

**1.1.** hobex commits to settling all transactions from the use of cards, with the exception of the chargeback rights named in No. 7, if the following requirements, among other conditions, are cumulatively met:

**1.1.1.** the presented card is valid at the moment of presentation and bears the signature of the cardholder;

**1.1.2.** the presented card is not declared void in a blocking list or blocking file or other notifications with respect to the CC;

**1.1.3.** the presenter of the card matches any potential photos on the card;

**1.1.4.** the presented card has not been altered or is not unreadable;

**1.1.5.** the CC, by swiping the card in a hobex-approved terminal, issues a transaction receipt on which the permitted card data, the gross price of the goods or services, the date, the company, and the hobex contract number of the CC are listed;

**1.1.6.** the cardholder - in accordance with the terminal's instructions - confirms the transaction either with his PIN and/or signature in the presence of a representative of the CC which matches the name on the card (excepting NFC transactions: in some cases, no cardholder authorization is requested) and he has received - if desired - from the CC a copy of the transaction receipt;

**1.1.7.** the total charge does not exceed the card limit named in Art. 3.1 of these conditions or an approval was granted by hobex pursuant to No. 3.2;

**1.1.8.** within 5 (five) calendar days after the transaction, processable data is received by hobex, or the CC, if permissible, manually produced a "replacement credit card receipt" and has received an authorization code from the hobex authorization service for the transaction amount and has noted this on the replacement receipt and hobex has received this receipt within 5 (five) calendar days after the transaction.

**1.2.** hobex is entitled, but not required, at all times to individually check the requirements mentioned in No. 1.1.

**1.3.** A revocation of a transaction is, depending on the terminal, only technically possible and permissible either immediately after the execution of the transaction or until the end of the day.

**1.4.** The point of time at which the processable data is received by hobex is considered the receipt time of the order for processing of payment; the CC's claim for payment from hobex as described in No. 1.1 arises with hobex's receipt of the corresponding data and/or the receipts. hobex will transfer the amount, minus the service fee pursuant to No. 5, to the account named by the CC in the contract.

**1.5.** hobex is entitled to demand from the CC the transfer of all claims against the cardholder from services that are justified with the use of a card, as well as any claims against the card-issuing company which arise in connection with the respective use of the card.

**1.6.** The CC will only accept card orders for services and transactions in the normal course of business and settle no services which do not belong to the normal course of business, in particular credit guarantees or other cash payments. The settling of older orders which cannot - for whatever reason - be collected by the CC from the cardholder are prohibited.

**1.7.** Insofar as the CC is entitled, on the basis of a special agreement with hobex, to execute card transactions by means of manual entry of card data in the absence of a physical card (at variance from the provisions of points 1.1.1 to 1.1.6), then, in accordance with the specifications of the credit card institutions, no payment commitment exists for such transactions. If a cardholder/the card-issuing company objects to such a transaction, the CC is obligated to reimburse hobex for the transaction, regardless of the merit of the objection.

**1.8.** If there is a justified suspicion that transactions are occurring which violate the provisions of this contract or are otherwise abusive, then hobex is entitled to only pay the amounts resulting from these transactions to the CC once this suspicion is disproven or the chargeback deadline has expired (120 calendar days after the transaction and/or service date, with UnionPay International 180 calendar days). The CC is obligated to immediately make available all information and documentation relating to this transaction on request, as well as to cooperate in other ways in the clarification of the situation.

#### 2. Terminal

**2.1.** If the CC is in possession of a hobex-approved terminal, then all transactions shall be fully settled via this terminal. Regardless of amount, a transaction approval is required which is received via the device, unless other agreements have been made with hobex in writing.

**2.2.** During authorization requests by the CC, the relevant data required by hobex must be transmitted. The data must, in content, form, and mode of transmission, correspond to the specifications determined by hobex with respect to the CC. If the authorization for the transaction is granted, hobex provides the CC with an authorization code.

**2.3.** In case of a terminal malfunction, the transaction receipts must, if permissible, be produced manually with "Replacement Receipt Credit Card" and submitted to the address specified by hobex.

**2.4.** Transaction receipts must be saved for all transmitted transactions pursuant to No. 9.

### 3. Card limit

**3.1.** All cards have a limit determined by the card-issuing company. If, during a transaction, the transaction amount exceeds the limit of a card, the transaction will be denied.

**3.2.** hobex is entitled to approve an exceedance of the limit by giving permission at the request of the CC electronically, per telephone, per fax or in another way. The CC can only request this approval if the authorization code provided with the approval is entered or printed onto the transaction receipt.

**3.3.** If the total amount of a transaction is reduced to below the limit by way of splitting, i.e. issuing multiple transaction receipts with the same card for a transaction that would be billed at one total amount when paying with cash, then any obligation to pay this total amount is cancelled. If in the above-mentioned cases, payments are nonetheless made, hobex is entitled at any time to demand reimbursement for the paid amount or to offset these with other payment obligations to the CC.

### 4. Special contractual obligations of the CC

**4.1.** If it is suspected that a presented card is counterfeit or falsified, or the signature on the presented card does not match the signature on the transaction receipt, or the card presenter does not match the photo on the card, then the CC must immediately report this by telephone before returning the card to the cardholder. hobex can demand the presentation of a valid photo ID by the cardholder to the CC. If a suspicion of falsification is suspected, hobex is entitled to confiscate the card.

**4.2.** The CC shall furthermore ensure that no manipulation of the terminal and no improper use is possible by its personnel or on its premises. If the CC saves credit card data itself, the CC must adhere to the requirements of the credit card institutions regarding card data security (PCI-DSS) and in case of non-compliance to reimburse all damages resulting from this non-compliance, including the penalties of the credit card institutions. The CC will inform hobex on demand about the measures taken in this context.

**4.3.** The CC will affix the advertising material provided to the CC by hobex to significantly visible locations on the business premises, particularly the signs which indicate the acceptance of cards according to the contract. The use of these signs does not imply any rights to them on the part of the CC. At the end of the contract, or at the request of hobex, the CC must remove the advertising material/signs.

### 5. Service fees

**5.1.** A service fee is incurred for the rendered services. These are specified in the underlying contract.

**5.2.** The service fee and, if applicable, the Value Added Tax due on that amount, are deducted from the amount which is to be paid out to the CC according to No. 1.1. The service fee can also be offset with later payments that are to be made to CC. If a deduction or set-off is impossible, the CC shall pay the relevant fee to hobex on request.

**5.3.** If, after a debit transaction, a credit transaction is later made, there are no fees for the credit transaction. There will be no reimbursement of the service fee for the preceding debit transaction.

**5.4.** hobex is entitled to re-determine the service fee semiannually, for the first time 6 (six) months after the conclusion of the contract. During the re-determination, the total sales sum, the number of transactions, the average sales per transaction, and other cost-relevant circumstances shall be taken into consideration at reasonable discretion. In case of an increase, the CC can terminate the contract with immediate effect within 4 (four) weeks, as received by hobex, after the announcement of the change. If the CC terminates the contract, the increased service fee will not be taken as a basis.

**5.5.** The CC is entitled to request billing according to the "Interchange plus plus model", on disclosure of the interchange fees as well as the fees of the credit card institutions.

### 6. Credit note/pre-authorization transaction

**6.1.** Refunds from transactions which had previously issued a debit receipt may not be made through cash or non-cash payments but only through the issuing of a credit note receipt exclusively for the previously debited card. The credit amount may not be greater than the debit amount.

**6.2.** The CC must generate the credit note according to the provisions in the operating manual for the device and to provide the cardholder with the original of the credit note receipt. hobex will instruct the card-issuing institution to credit the card account of the cardholder with the credit amount. The CC will reimburse hobex for the credit note amount. The reimbursement takes place via collection from the account of the CC insofar as a set-off of the credit note amount with other sales of the CC is not possible.

**6.3.** If the CC booked a pre-authorization on a credit card, then the later pre-authorization transaction may exceed the amount of the pre-authorization by a maximum of 15 % or 20 %. During the execution, the guidelines of the operating manual should also be taken into account. In cases of the irregular use of the pre-authorization transaction function, hobex has no payment commitment.

### 7. Chargeback rights

**7.1.** The CC shall refrain from everything that could justify its customers in reclaiming the transaction amount (e.g. the sale of defective goods, the provision of defective services, etc.).

**7.2.** If the CC did not observe the provisions of No. 1.1, No. 1.6, No. 3, No. 4.1, No. 4.2 or No. 6.3, then hobex is entitled to demand the reimbursement of the paid amounts within a period of 18 (eighteen) days from the date of transfer. The reimbursement occurs via collection from the CC's account and/or set-off against its receivables.

**7.3.** The CC is in any case obligated at the request of hobex to prove the presence of the requirements for the payment obligation according to 1.1, insofar as they lie within the operating sphere of the CC.

**7.4.** hobex is also entitled to perform a chargeback if the cardholder requests a cancellation of the debit or refuses payment and, in both cases, informs hobex or the card-issuing company in writing of the situation within six months of the execution of the transaction (and/or according to a deadline arranged with the CC; the later date shall be valid), which would entitle him to withdrawal, cancellation, or a challenge to the underlying transaction or in another way to the reclaiming of the payment amount. The chargeback is precluded if, within a period of 10 (ten) calendar days, the CC proves at the request of hobex that the objection is unjustified.

**7.5.** If a chargeback takes place in a permissible way, or if the CC missed the deadline of 10 (ten) calendar days, then the CC must assert the payment claim directly with the card holder.

**7.6.** hobex's right of chargeback is not limited by the issuing of an authorization code.

**7.7.** A chargeback takes place via the invoice amount of the relevant request, plus fees due for a chargeback. The CC is obligated to immediately pay the charged back amount. The CC has no claim to

reimbursement of the service fees which were incurred during the relevant transaction, nor for additional compensation for damages and/or claims of unjustified enrichment.

**7.8.** With chargebacks, hobex is entitled to claim a reimbursement of expenses in the amount of 40.00 euros (forty euros) per chargeback. hobex reserves the right to claim a higher expense.

### 8. Information requirements of CC, inspection

**8.1.** The CC will, upon request, permit hobex to inspect the business premises either personally or by way of a third party contracted by hobex in order to enable hobex to monitor compliance with the provisions of the contract. The CC will also enable any security inspections (PCI audit or similar) initiated by the credit card institutions and will cooperate in them without reservation.

**8.2.** As a general rule, the CC is not entitled to engaged third parties to fulfill the obligations which the CC is subject to on the basis of this contract, unless hobex agrees to this in writing. Such third parties must explicitly accede to the obligations in this contract and the CC must provide evidence of this accession. Either way, the CC remains responsible for the fulfillment of the contract.

### 9. Retention requirements

The CC commits to retaining all documentation pertaining to electronically transmitted sales or card receipts as well as the transactions which form the basis of these sales, for at least 18 (eighteen) months, calculated from the issue date of the respective receipt, insofar as no longer legal or contractual retention requirements exist. The CC also commits to immediately providing hobex with this documentation at any time on request.

### 10. Termination

**10.1.** hobex has a right of termination if the amount of the reverse debited or assumed chargebacks from hobex to the CC in one calendar week exceed one percent (1 %) of the value or number of transactions submitted by the CC for settlement in the respective timeframe.

**10.2.** hobex also has a right of termination if the CC repeatedly executes or attempts to execute transactions which violate the terms of this contract or are otherwise abusive, or has the recognizable intention of repeating these transactions.

**10.3.** hobex also has a right of termination if the credit card institutions require an end to the contract or their regulations entail a termination of the contract.

## Special conditions for the settlement of debit card payments: Maestro and V PAY

### Preamble

hobex assumes the obligation with respect to the CC for organizing the payment obligations arising from the regular use of debit cards and collects the corresponding payments from the card-issuing companies and transmits these to the CC.

In return, the CC commits to offering all goods and services at the same prices and conditions as to cash-paying customers to every person in possession of a Maestro/V PAY card (hereafter "card" or "cards") issued in the EEA (European Economic Area) (exception: commercial/business cards). The CC may only offset additional costs or demand securities if this is permitted by respective national law; the CC may, however, offer discounts/incentives for card payment.

### 1. Card payment/payment obligation

**1.1.** hobex commits to settling all transactions from the use of cards, with the exception of the reversal rights named in No. 4, if the following requirements, among other conditions, are cumulatively met:

**1.1.1.** the presented card is valid at the moment of presentation and bears the signature of the cardholder;

**1.1.2.** the presented card is not declared void in a blocking list or blocking file or other notifications with respect to the CC;

**1.1.3.** the presented card has not been altered or is not unreadable;

**1.1.4.** the CC, by swiping the card in a hobex-approved terminal, issues a transaction receipt on which the permitted card data, the gross price of the goods or services, the date, the company, the hobex contract number of the CC, and an authorization code are listed;

**1.1.5.** the cardholder confirms the transaction with his PIN (exception: NFC transactions: in some cases, no cardholder authorization is requested) and he has received – if desired – from the CC a copy of the transaction receipt;

**1.1.6.** hobex receives processable data within 5 (five) calendar days after the transaction;

**1.2.** The CC will only accept card orders for services and transactions in the normal course of business and settle no services which do not belong to the normal course of business, in particular credit guarantees or other cash payments.

**1.3.** A revocation of a transaction is, depending on the terminal, only technically possible and permissible either immediately after the execution of the transaction or until the end of the day.

**1.4.** The point of time at which the processable data is received by hobex is considered the receipt time of the order for processing of payment; the CC's claim for payment from hobex arises with hobex's receipt of the corresponding data records. hobex will transfer the amount, minus the service fee pursuant to No. 3, to the account named by the CC.

**1.5.** If there is a justified suspicion that transactions are occurring which violate the provisions of this contract or are otherwise abusive, then hobex is entitled to only pay the amounts resulting from these transactions to the CC once this suspicion is disproven or the chargeback deadline has expired (120 calendar days after the transaction and/or service date). The CC is obligated to immediately make available all information and documentation relating to this transaction on request, as well as to cooperate in other ways in the clarification of the situation.

**1.6.** hobex is entitled to demand from the CC the transfer of all claims against the cardholder from services that are justified with the use of a card, as well as any claims against the card-issuing company which arise in connection with the respective use of the card.

### 2. Terminal operation

Maestro/V PAY – Transactions may only be settled electronically, and so a trade-in during a malfunction of the terminal is strictly prohibited.

### 3. Service fee

**3.1.** A service fee is incurred for the rendered services. These are specified in the underlying contract.

**3.2.** The service fee and the Value Added Tax due on that amount are deducted from the amount which is to be paid out to the CC according to No. 1. The service fee can also be offset with later payments that are to be made to CC. If a deduction or set-off is impossible, the CC shall pay the relevant fee to hobex on request.

## Special conditions for the provision of services with the electronic direct debiting procedure

- 3.3.** If, after a debit transaction, a credit transaction is later made, there are no fees for the credit transaction. There will be no reimbursement of the service fee for the preceding debit transaction.
- 3.4.** hobex is entitled to re-determine the service fee semiannually, for the first time 6 (six) months after the conclusion of the contract. During the re-determination, the total sales sum, the number of transactions, the average sales per transaction, and other cost-relevant circumstances shall be taken into consideration at reasonable discretion. In case of an increase, the CC can terminate the contract with immediate effect within 4 (four) weeks, as received by hobex, after the announcement of the change. If the CC terminates the contract, the increased service fee will not be taken as a basis.
- 3.5.** The CC is entitled to request billing according to the "Interchange plus plus model", on disclosure of the interchange fees as well as the fees of the credit card institutions.

### 4. Chargeback

- 4.1.** The CC shall refrain from everything that could justify its customers in reclaiming the transaction amount (e.g. the sale of defective goods, the provision of defective services, etc.).
- 4.2.** If the CC did not observe the provisions of No. 1.1, No. 1.2, No. 2, or No. 5.2, then hobex is entitled to demand the reimbursement of the paid amounts within a period of 18 (eighteen) days from the date of transfer. The reimbursement occurs via collection from the CC's account and/or set-off against its receivables.
- 4.3.** The CC is in any case obligated at the request of hobex, within 10 (ten) calendar days, to prove the fulfillment of the requirements for the payment obligation according to 1.1, insofar as they lie within the operating sphere of the CC.
- 4.4.** hobex is also entitled to perform a chargeback if the cardholder requests a cancellation of the debit or refuses payment and, in both cases, informs hobex or the card-issuing company in writing of the situation within six months of the execution of the transaction (and/or according to a deadline arranged with the CC; the later date shall be valid), which would entitle him to withdrawal, cancellation, or a challenge to the underlying transaction or in another way to the reclaiming of the payment amount. The chargeback is precluded if, within a period of 10 (ten) calendar days, the CC proves at the request of hobex that the objection is unjustified.
- 4.5.** If a chargeback takes place in a permissible way, or if the CC missed the deadline of 10 (ten) calendar days, then the CC must assert the payment claim directly with the card holder.
- 4.6.** hobex's right of chargeback is not limited by the issuing of an authorization code.
- 4.7.** A chargeback takes place via the invoice amount of the relevant request, plus fees due for a chargeback. The CC is obligated to immediately pay the charged back amount. The CC has no claim to reimbursement of the service fees which were incurred during the relevant transaction, nor for additional compensation for damages and/or claims of unjustified enrichment.
- 4.8.** With chargebacks, hobex is entitled to claim a reimbursement of expenses in the amount of 40.00 euros (forty euros) per chargeback. hobex reserves the right to claim a higher expense.

### 5. Contractual obligations of the CC

- 5.1.** The CC shall guarantee that the personal identification number (PIN) is not able to be exposed during entry into the terminal.
- 5.2.** The CC shall ensure that no manipulation of the terminal and no improper use is possible by its personnel or on its premises. If the CC saves credit card data itself, the CC must adhere to the requirements of the credit card institutions regarding card data security (PCI-DSS) and in case of non-compliance to reimburse all damages resulting from this non-compliance, including the penalties of the credit card institutions. The CC will inform hobex on demand about the measures taken in this context.
- 5.3.** If it is suspected that a presented card is falsified, stolen, or otherwise invalid, hobex can direct the CC to confiscate the card.
- 5.4.** The CC will affix the advertising material provided to the CC by hobex to significantly visible locations on the business premises, particularly the signs which indicate the acceptance of cards according to the contract. The use of these signs does not imply any rights to them on the part of the CC. At the end of the contract, or at the request of hobex, the CC must remove the advertising material/signs.
- 5.5.** The CC will retain the terminal's printouts according to No. 6 and make the originals available to hobex on request. Objections and other complaints by cardholders which concern the contractual relationship with the CC are directly lodged with the CC.
- 5.6.** The CC will, upon request, permit hobex to inspect the business premises either personally or by way of a third party contracted by hobex in order to enable hobex to monitor compliance with the provisions of the contract. The CC will also enable any security inspections (PCI audit or similar) initiated by the credit card institutions and will cooperate in them without reservation.
- 5.7.** As a general rule, the CC is not entitled to engaged third parties to fulfill the obligations which the CC is subject to on the basis of this contract, or to carry out card transactions of third parties and submit them via hobex, unless hobex agrees to this in writing. Such third parties must explicitly accede to the obligations in this contract and the CC must provide evidence of this accession. Either way, the CC remains responsible for the fulfillment of the contract.

### 6. Retention requirements

The CC commits to retaining all documentation pertaining to electronically transmitted sales as well as the transactions which form the basis of these sales, for at least 18 (eighteen) months, calculated from the issue date of the respective receipt, insofar as no longer legal or contractual retention requirements exist. The CC also commits to immediately providing hobex with this documentation at any time on request.

### 7. Termination

- 7.1.** hobex has a right of termination if the amount of the reverse debited or assumed chargebacks from hobex to the CC in one calendar week exceed one percent (1 %) of the value or number of transactions submitted by the CC for settlement in the respective timeframe.
- 7.2.** hobex also has a right of termination if the CC repeatedly executes or attempts to execute transactions which violate the terms of this contract or are otherwise abusive, or has the recognizable intention of repeating these transactions.
- 7.3.** hobex also has a right of termination if the credit card institutions require an end to the contract or their regulations entail a termination of the contract.

### Preamble

hobex assumes the obligation with respect to the CC for organizing the payment obligations arising from the regular use of bank cards in the direct debiting system and collects the corresponding payments from the credit institutions and transmits these to the CC.

### 1. Subject of the contract and obligations to the CC

- 1.1.** The subject of this contract is the collection (including the organization of technical settlement) of undisputed claims of the CC from its customers in the direct debiting procedure, insofar as this collection concerns checking accounts at Austrian or German banks. An undisputed claim is a valid (or only invalid due to fraud) and enforceable claim of the CC on a customer, which the customer does not dispute either in amount or cause. (Cases of insufficient funds in the customer's account and/or fraud are not considered disputes, in which cases the CC is insured against the risk of uncollectability according to the standards in point 3 up to the maximum amount named in the contract.) There is no payment obligation with respect to the CC in cases of disputed claims. A payment obligation with respect to the CC also otherwise only exists if the conditions and requirements (esp. those in point 2) in this agreement are complied with. Regarding chargebacks through collection, see point 4.
- 1.2.** The amounts collected by hobex are transferred to the account of the CC named in this contract, minus the service fee specified in the contract, generally within six bank days, starting from the arrival of the data produced and transmitted via the terminal at the data center.
- 1.3.** Liability is assumed with respect to the CC only in cases of gross negligence. The CC is entitled to no claims (especially claims to damage) or objections if the terminal-related collection cannot be carried out or can only be partially carried out for legal reasons or due to malfunction. This also applies if any mechanisms for the identification of bank cards without (sufficient) account funds do not properly function.

### 2. Obligations of the CC

The following obligations in particular pertain to the CC:

- 2.1.** The transaction
- 2.1.1.** Each transaction via the terminal will be executed in accordance with the training provided by hobex and with the provided operating instructions and guidelines; particular care shall be taken to ensure error-free data collection
- 2.1.2.** The transaction receipts will be signed by the customer and the signature on the receipt will be checked against the signature on the bank card. The bank card will only be returned to the customer after determining that the signature matches. If the signature does not match, or if the bank card is recognizably altered or has been rendered unreadable, then no payment using the terminal will be accepted, and/or the transaction will be immediately cancelled and hobex will be immediately informed regarding the bank card, verbally (via telephone) or in writing.
- 2.1.3.** The terminal shall be used exclusively for business transactions in the context of the business sectors specified by the CC (see contract).
- 2.1.4.** No claims on customers will be settled via the terminal if the CC is aware of, or negligently unaware of, the risk of – even partial – failure of collection.
- 2.1.5.** Business transactions which – regardless of the number and variety of goods and/or services – would be reasonably understood to be a unitary transaction, shall not be divided into multiple receipts and/or terminal transactions. Likewise, business transactions which would be reasonably understood to be multiple shall not be collected and compiled into 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 and similar will be blocked immediately if requested by RVS or hobex; the CC shall refund payments made on the basis of this agreement if the customer has not yet redeemed a credit note.
- 2.1.8.** The agreed-upon collection fee shall not be – even partially – transferred to the customer.
- 2.1.9.** No services shall be settled via the terminal which the CC did not complete in the normal course of business, nor any external claims which the CC has assumed from the customer, nor any transactions internal to the company.
- 2.1.10.** No old claims which (for whatever reasons, via the terminal or other payment methods) could not be collected from the customer shall be settled.
- 2.1.11.** Accommodation providers are obligated to collect and retain the customer's personal data as specified in registration laws.
- 2.2.** Miscellaneous
- 2.2.1.** At the request of hobex – even after the end of the contract – within seven days (as received by hobex), the respective receipts (as originals, if explicitly requested) as well as recorded or otherwise available customer data shall be transmitted.
- 2.2.2.** The CC shall provide – even after the end of the contract – within seven days from a written request by hobex the order for legal collection of an undisputed claim in the name of the CC – either through a creditor protection association or an attorney, at the discretion of hobex. hobex can, however, also – in writing – request the transfer of the underlying claim. Payments that customers make directly to the CC shall be immediately reported to hobex.
- 2.2.3.** All original transaction receipts shall be retained for at least seven years.
- 2.3.** Noncompliance
- In case of noncompliance with the provisions and obligations of this agreement, the rendered payments will be reimbursed by the CC (see point 4 regarding the possibility of chargeback via collection). If the CC is at fault, hobex shall be indemnified from any additional costs and damages.

### 3. Risk insurance

In the case of undisputed claims, the CC is insured – provided that the CC complies with all provisions and obligations of this agreement – through hobex against the risk of uncollectability up to the maximum amount named in the contract. This maximum amount applies per invoice, however only for one and the same customer in total up to only a single time per day. The CC always bears the risk of the uncollectability of claims exceeding this amount (see point 4 regarding the possibility of chargeback via collection).

### 4. Collection authorization

If the CC has not complied with the provisions and obligations of this agreement, insofar as the CC bears payment risk, or other payments have been rendered to the CC without a corresponding obligation, then hobex shall collect these rendered payments in full, or to the degree that CC bears payment risk, via the direct debit authorization outlined in this contract from the specified account.

## Special conditions regarding terminal leasing

### 1. Formulation and subject of the leasing contract

hobex has concluded the underlying contract with the CC concerning the settlement of card payments. Part of this contract is – if chosen by the CC in the contract – the conclusion of a leasing contract between hobex and the CC concerning one or several terminals. The specific provisions of this leasing contract are regulated in these special conditions.

### 2. Fee

**2.1.** The leasing and maintenance fee as well as the accounting period is specified in the contract and is collected via direct debit at the beginning of the respective billing period. The leasing and maintenance fee is due in full at the beginning of every billing period, and, if the lease begins during the billing period, immediately.

**2.2.** hobex will carry out the announcement of this leasing contract to the financial authorities and pay the relevant fees to the authority when they are due. hobex will then collect the full amount of the fees from the CC, who commits to bearing these costs.

### 3. Termination

**3.1.** The leasing contract ends automatically with the termination of the contract concerning the settlement of card payments. The obligation to pay the leasing and maintenance fees ends on the last day of the month in which the terminal is returned.

**3.2.** If the CC terminates the contract before the end of the minimum term, the CC is obligated to pay hobex a handling charge as specified in this contract plus sales tax. Payments made in advance will not be reimbursed.

### 4. Handover/return

**4.1.** hobex shall handover the terminal and accessories (cables, operating instructions, power adapter, software) in flawless condition to the CC.

A handover report will be completed concerning the handover which shall be signed by the CC.

**4.2.** After the end of the contract, the CC shall immediately return the terminal and accessories to hobex at its own expense and risk.