

Terms and Conditions of Nexi Germany GmbH for Nexi Payengine

1. Scope/contractual subject matter

- 1.1 These Terms and Conditions govern the establishment and provision of a connection for electronic systems to an Internet platform (hereinafter referred to as "Nexi Payengine") for the purpose of secure processing of payments (e.g. distance payments by telephone or in e-commerce). The Contractual Partner is a provider of goods or services over the Internet or by mail/telephone order (MoTo) processes.
- 1.2 The Nexi Payengine is made available to the Contractual Partner of Nexi exclusively for temporary use; the Contractual Partner shall not acquire any further-reaching rights in the software. Nexi reserves the right to adjust the software at any time, to make available a new version to the Contractual Partner and to modify the functions and features of the software provided that they still cover the originally agreed options of use.
- 1.3 These Terms and Conditions shall apply to the contractual relationship between Nexi and the Contractual Partner. Terms and conditions of business of the Contractual Partner shall not apply. No contractual relationship is established between Nexi and the customer of the Contractual Partner.
- 1.4 These Terms and Conditions shall apply independent of the terms and conditions of Nexi Germany GmbH for the acceptance of Mastercard, Maestro, Visa, Visa-Electron, JCB, Diners/Discover, V-PAY cards transmitted in writing, by telephone or over the Internet, as well as independent of the terms and conditions for paydirekt, the special terms and conditions for currency conversion service electronic Dynamic Currency Conversion (eDCC) as well as the giro pay special terms and conditions.

2. Scope of performance

- 2.1 Nexi shall perform the deliveries and services agreed in the service agreement subject to the prices and conditions stated therein or in the price and service specification. In the context of processing payment transactions using Nexi Payengine, Nexi shall ensure that the transaction data of the payments made by means of the card data are transmitted to the card issuing institutions for authorisation and transaction submission.
- 2.2 On entering into the service agreement, the

Contractual Partner hereby declares its consent, in the case of using the "prepayment" or "transfer" system, to use of the data of the Contractual Partner's bank and accounts. Since data processing is dependent on data from the aforementioned data sources, Nexi expressly does not guarantee the permanent availability of such data.

- 2.3 The transmission of the data to and from Nexi shall be effected over the Internet and using third-party telecommunications networks and services. A secure connection shall also be established using the transmission systems of third parties existing on the Internet.
- 2.4 Those items not forming the subject matter of the scope of performance in making available Nexi Payengine by Nexi are
 - a) the connection and data transmission between the Contractual Partner and the customer, over which Nexi has no control;
 - b) data transmission in telecommunications networks of the contractual partner and third parties. Nexi has no control over these and over data traffic over the Internet, and accepts no responsibility for their availability and reliability;
 - c) the substantive correctness of the result of an authorisation requested via Nexi Payengine. In connection with the making available of Nexi Payengine, Nexi accepts no payment guarantee for the payment transactions processed through the same;
 - d) the availability of the account directory server of Visa, Mastercard, Diners/Discover, JCB and Union Pay.
- 2.5 Nexi shall be entitled to suspend the service of Nexi Payengine if
 - a) Nexi carries out measures in its telecommunications network or in its payment software which cannot be performed without interrupting the service; Nexi shall not perform such measures at peak business hours;
 - b) the Contractual Partner has caused unjustified chargebacks of fees charged by Nexi and a time limit set for the Contractual Partner to make payment thereof has expired fruitlessly.

3. Obligations of the Contractual Partner

- 3.1 The Contractual Partner shall make available to Nexi all information relating to it and requested by Nexi required to perform the service.
- 3.2 The Contractual Partner shall comply with the Security Guidelines (**Annex**).

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- 3.3 For use of Nexi Payengine, the Contractual Partner shall keep available Internet-enabled hardware and software, an Internet connection, an HTTPS-enabled browser supporting standard encryption algorithms as well as an interface enabling the Contractual Partner to use Nexi Payengine. Moreover, the Contractual Partner shall have the interface that may be necessary programmed in accordance with the specifications of Nexi.
- 3.4 The Contractual Partner shall
- a) take the required precautions for the security of its systems;
 - b) notify Nexi of any disruptions and damages without undue delay – subsequently also in writing in the case of notification by telephone – providing a precise description of the circumstances of the disruptions and/or damage and possible causes. The Contractual Partner shall make available to Nexi all required documents and information as well as access to the premises and the hardware; Nexi shall not remediate any disruptions and damages having been caused by the Contractual Partner's failure to use the most recent software release;
 - c) discontinue any own active monitoring system. Such monitoring shall cover exclusively the systems of the Contractual Partner. An active monitoring as well as load tests are not allowed;
 - d) copy the access components only for back-up and archiving purposes, not modify the software made available and not grant any sub-licences;
 - e) at the end of the Agreement, completely delete any notice of the use of Nexi Payengine and return to Nexi any data carriers and system information received from Nexi without undue delay after the end of the contractual term;
 - f) for all transactions, regardless of the processing mode used, use the SHA signature or API keys;
 - g) enable punctual and permanently readable access to its bank accounts if the Contractual Partner uses the "prepayment" and/or "transfer" services;
 - h) enter into a supplementary agreement Payengine SEPA Direct Debit Refund as well as a SEPA business-to-business direct debit mandate with Nexi if the Contractual Partner uses the Unsecured SEPA Direct Debit service;
 - i) use Nexi Payengine exclusively for the URLs communicated to and approved by Nexi.

4. Data security and data protection

- 4.1 In the context of making available the Internet platform Nexi Payengine, Nexi shall guarantee the storage and provision of the payment transactions made through Nexi Payengine for three months from the transaction date.
- 4.2 The Parties to this Agreement undertake to treat as confidential all information which the respective other Party has designated as expressly confidential or which can be recognised as confidential based on its nature, and not to make such information accessible to third parties. This obligation shall exist in particular for trade and business secrets of a Party to this Agreement becoming known during the performance of the Agreement.
- 4.3 The Contractual Partner shall ensure that a corresponding confidentiality undertaking is also imposed on third parties it uses in connection with the use of Nexi Payengine.
- 4.4 The Contractual Partner shall ensure that its user IDs (PSPID, terminal ID, merchant ID) and all other login data used by it are protected from access by third parties and made accessible only to authorised persons. Any person identifying himself or herself by correctly entering the login data shall be deemed to have been legitimated by the Contractual Partner for Nexi. Nexi shall verify the login data as well as the API access data. No further-reaching legitimation check shall be performed.
- 4.5 The Contractual Partner shall be responsible for ensuring that in the context of use of Nexi Payengine as initiated or enabled by it all data to be protected (e.g. credit card numbers) are protected from access by unauthorised third parties in accordance with the security regulations available in each case. For this purpose, the following provisions in particular shall apply:

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- a) The Contractual Partner shall, among other things,
 - i. make sure that the security patches are installed on all its devices and that they are configured in access-secure manner if these are used for Nexi Payengine;
 - ii. at no time store sensitive data such as credit card numbers or card verification codes (CVC/CVV) on data carriers;
 - iii. protect and regularly change all its passwords, in particular the password for access to the Nexi Payengine account;
 - iv. secure access to its servers and applications and its entire technical infrastructure in particular with firewalls and antivirus programs if these are used for Nexi Payengine;
 - v. introduce and comply with procedures for developing secured applications.
- b) Nexi shall make available through Nexi Payengine several automatic or manual control mechanisms by which the Contractual Partner can check whether the payments performed by Nexi match its own sales system. Nexi Payengine shall in particular enable:
 - i. online queries of transactions through the account of the Contractual Partner;
 - ii. verification that the payment data match SHA code systems and/or WebHooks;
 - iii. sending of payment notices by e-mail to the Contractual Partner;
 - iv. other electronic notifications in real time or deferred.
- c) The Contractual Partner moreover undertakes to put in place and apply suitable procedures to monitor proper execution of payments. It shall be liable for any damage arising from deficient fulfilment of the aforementioned obligations.

5. Retaining third parties

- 5.1 Nexi shall be entitled to retain third parties for the performance of its contractual obligations without being required to notify the Contractual Partner.
- 5.2 Any outsourcing of agreed services or transfer of rights and obligations under the contractual relationship by the Contractual Partner shall take place only subject to the prior agreement with Nexi in writing, in which case affiliates of the Contractual Partner pursuant to sections 15 ff. of the German Stock Corporation Act (*Aktiengesetz* – AktG) shall also be deemed third parties within this meaning. In the case of credit rating queries,

outsourcings as a general rule are excluded by law and by the rights of the data subject/credit service agencies.

6. Fees and payment conditions

- 6.1 The fees to be paid by the Contractual Partner to Nexi for the services of Nexi shall be based on the prices stated in the service agreement and the price and service specification for Nexi Payengine. The fees shall be understood as exclusive of VAT at the applicable statutory rate. The fees shall be charged to the Contractual Partner based on the direct debit authorisation to be granted by the Contractual Partner. Unless otherwise agreed, Nexi shall not issue any additional invoice. If the Contractual Partner requests an invoice, it shall be subject to a fee and the invoice amount shall be settled without deduction within ten days. In the event of an unjustified chargeback of collected fees, access to the virtual terminal or the virtual terminal itself may be blocked and the damage incurred charged after a time limit for payment has been set and has expired fruitlessly.
- 6.2 When using the service SEPA direct debit, Nexi shall, in the case of chargebacks by the customers of the Contractual Partner, charge the chargeback incurred incl. chargeback fee to the Contractual Partner's account.
- 6.3 The Contractual Partner may set off counterclaims of Nexi only with claims that are undisputed or have been declared final and *res judicata*. Nexi is entitled to set off its fee claims with receivables of the Contractual Partner from the acceptance of credit cards, giro pay and SEPA Direct Debit Account Plus.
- 6.4 Nexi shall notify the Contractual Partner in writing of any price increases or changes to these Terms and Conditions. The Contractual Partner may serve notice of extraordinary termination of the Agreement within six weeks from receiving the change notice if the prices or the Terms and Conditions are changed to the detriment of the Contractual Partner. If the Contractual Partner terminates the Agreement without observing a notice period and fails to make express reference to the amount of the price increase or change in term and condition, the change shall be deemed approved. Nexi shall expressly point out this consequence to the Contractual Partner in the change notice.

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6.5 Nexi is entitled, before and at any time after commencement of the Agreement, to request the furnishing of security. The security may be furnished by way of an absolute, irrevocable guarantee declaration of unlimited term (*selbstschuldnerischen, unwiderruflichen und unbefristeten Bürgschaftserklärung*) by a credit institution authorised in the European Economic Area or by way of cash deposit. Nexi may demand security in a reasonable amount. The average fees for three months which Nexi either estimates according to its duly exercised discretion or calculates based on the values of the last three months as a rule shall be deemed reasonable. The request of higher amounts shall be justified to the Contractual Partner based on the circumstances of the individual case, which may particularly include the Contractual Partner's usage and payment behaviour as well as objective indications of a further increased volume of use-based fees.

7. Warranty and liability

7.1 Nexi shall ensure the provision of the service in accordance with the contractually agreed availability.

7.2 The liability of Nexi as well as of its legal representatives or vicarious agents (*Erfüllungsgehilfen*) for damages shall exist only for breaches of material contractual obligations (cardinal obligations) unless the damage is attributable to a breach of duty committed by gross negligence or wilful intent on the part of by Nexi, its legal representatives or vicarious agents. Nexi shall not be liable in particular for

- a) defects in products and services of third parties, such as software or data transmission by third parties, even if Nexi in this regard has acted as a referral agent between the Contractual Partner and the third party;
- b) defects and insufficiencies of the interfaces made available; shortages, malfunctions and failures caused by the telecommunications providers used by Nexi or by the Contractual Partner.

7.3 If material contractual obligations are breached by slight negligence within the foregoing meaning, Nexi shall be liable up to an amount of 5,000.00 euros maximum per damage event.

7.4 In the cases of negligent breach of contractual obligations, the liability of Nexi shall be limited to the direct damage which is normally foreseeable in such cases and which is caused by Nexi. Any liability for loss of profits is likewise excluded in the cases of negligent breach of contractual obligations.

7.5 The Contractual Partner shall be liable to Nexi for damage arising from the culpable compromising of card data or due to culpable contractual breaches by the Contractual Partner; in this regard, a penalty imposed by Mastercard International, Visa International, Diners/Discover, JCB and/or Union Pay in connection with a contractual breach shall also be deemed to be damage.

8. Commencement and term of Agreement

8.1 The Agreement shall take effect when Nexi countersigns on the Nexi Payengine Service Agreement or when Nexi sends a letter of acceptance. The same shall apply to further orders by the Contractual Partner even if these are not included in the Service Agreement.

8.2 Termination of the Agreement

8.2.1 The contractual term shall be twelve months from conclusion of the Agreement unless a different term was agreed on the Nexi Payengine Service Agreement.

8.2.2 The Agreement shall be renewed beyond the agreed contractual term by a further period of twelve months in each case unless terminated on three months' notice for the end of the intended expiry dates. Notice of termination must be given in writing.

8.2.3 Nexi reserves the right to give notice of extraordinary termination for good cause without observing a notice period. Good cause for Nexi shall notably exist if

- a) the Contractual Partner within a period of two weeks from written request has failed to furnish security required pursuant to 6.5 or has failed to replenish security that has been exhausted, or
- b) after commencement of the Agreement circumstances become known giving reasonable grounds for serious doubts as to the Contractual Partner's creditworthiness and/or liquidity, or
- c) the Contractual Partner's illiquidity or credit unworthiness has been established because e.g. an insolvency proceeding has been instituted on its assets or the instituting of such proceedings has been refused for lack of assets, or
- d) the Contractual Partner misuses a service, uses the service in violation of through criminal provisions, use takes place in particular in connection with undertakings declared to be unconstitutional or terrorist, or use serves the purpose of disseminating content of a nature which glorifies violence, is pornographic or

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otherwise immoral or extremist or for which there are sufficient grounds to suspect that such content is of such nature, in which case the Contractual Partner shall have the opportunity, in the event of blocking on sufficient grounds of suspicion, to make a counter-statement, or

- e) the Contractual Partner, without the express consent of Nexi, effects or has effected an outsourcing to third parties or has exceeded or will likely exceed the volume agreed for such purpose with Nexi by more than 20%, or
 - f) a change in the legal situation occurs, whether by way of change in legislation, decision by the public authorities or the courts, leading to a change in the service offered, or
 - g) the network and/or data centre operator for the service in question – regardless of the grounds – discontinues its service.
- 8.2.4. In the cases of 8.2.3 a) to e), the customer shall pay to Nexi the use-based fees that would have fallen due up to the end of the Agreement in the case of ordinary termination, unless Nexi proves a higher damage. The Contractual Partner shall be expressly free to prove that Nexi incurred only a lesser damage or no damage at all in connection with the extraordinary termination without observance of a notice period.
- 8.2.5. Nexi may, if the Contractual Partner no longer complies with its obligations, rescind the Agreement and/or claim damages for non-performance.

9. Payment by means of SEPA direct debit

- 9.1 The Contractual Partner shall have the option of offering its customers the payment method "SEPA direct debit".
- 9.2 When using the service SEPA direct debit, the Contractual Partner shall assume the risk relating to the creditworthiness of the end customer, of later objection by the customer or of falsified or stolen card data. In the case of a chargeback, the Contractual Partner neither shall be discharged from the obligation to pay the fee to Nexi nor shall acquire any claim to reimbursement of the fee already paid. In the event of such chargebacks, Nexi shall debit from the Contractual Partner the charged-back amount by way of SEPA direct debit. The Contractual Partner shall maintain for Nexi at all times a valid SEPA direct debit authorisation on a sufficiently covered account. In the case of the direct debit authorisation being revoked, the Contractual Partner shall not be further entitled to

use the service SEPA direct debit for the revoking party.

- 9.3 It is agreed between the Parties to this Agreement that the collection of personal data and their transmission by the Contractual Partner to Nexi shall be permitted for further processing in the context of payments processing via the electronic direct debit procedure in accordance with the conditions agreed between the Parties only with the legally valid consent of the end customer. In the absence of such consent, the end customer must be referred to a different means of payment. Given this common understanding, the Parties to this Agreement hereby agree as follows:
- 9.4 The Contractual Partner undertakes, in the case of use of the payment procedure SEPA direct debit using an integration variant that does not automatically display the SEPA mandate text of Nexi, to obtain in documented and plausible form a SEPA mandate from the respective end customer. For this purpose, the following standard text shall be used:
 "Nexi Germany GmbH, Helfmann-Park 7, 65760 Eschborn, Germany
 Creditor identifier DE82ZZZ00000346626
 Mandate _____ reference
 [mandateID_issued_individually_by_merchant]
 SEPA direct debit mandate
 I hereby authorise Nexi Germany GmbH to debit a one-off payment from my account by means of direct debit. At the same time I instruct my bank to honour the direct debit taken from my account by Nexi Germany GmbH.
 Note: I can claim reimbursement of the amount debit within eight weeks starting from the debit date. In this regard, the terms and conditions agreed with my bank shall apply.

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First and last name (account holder)

Street and house number

Postal code and place

| ____
Credit institution (name and BIC)

IBAN: D E __ | ____ | ____ | ____ | ____ |
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Date, place

Before the first debit of a SEPA Core Direct Debit,
“company XX” shall inform me about the debiting
using this type of procedure.

10. Miscellaneous

- 10.1 Any changes or amendments to these Terms and Conditions shall not be valid unless given in writing. This shall also apply to any agreement cancelling such written form requirement.
- 10.2 Should any provision of this Agreement be or become invalid, the validity of the remaining provisions shall not be affected thereby. In that case the Parties shall have an obligation to replace the invalid provision by a valid one best achieving the economically intended result.
- 10.3 The Agreement is governed by the laws of the Federal Republic of Germany. The place of performance is Frankfurt am Main. The exclusive place of jurisdiction for any and all disputes arising from this contractual relationship is Frankfurt am Main, Federal Republic of Germany if the Contractual Partner is a merchant, legal entity under public law or a separate estate created under public law (*öffentlich-rechtliches Sondervermögen*); if the Contractual Partner has its general place of jurisdiction in Germany or the Contractual Partner moves its habitual place of residence or domicile outside Germany after conclusion of the Agreement; or if such place of residence or domicile is not known.

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Special Terms and Conditions for the Currency Conversion Service “electronic Currency Conversion” (eDCC)

1. Basis

The provisions set out hereinafter shall apply if the Contractual Partner has selected the option electronic Dynamic Currency Conversion in the Service Agreement or in a supplementary agreement. Nexi shall enable the customers of the Contractual Partner, subject to the provisions set out hereinafter, to settle the Mastercard/Maestro as well as Visa/Visa-Electron and V-PAY card turnovers which have been generated in the business operations of the Contractual Partner and for which card data are transmitted over the Internet, at the request of the cardholder in the invoicing currency of his or her credit card (hereinafter referred to as “Invoicing Currency”). Unless stipulated otherwise by the provisions hereinafter, the provisions of the Terms and Conditions of Nexi Germany GmbH for the Acceptance of Mastercard/Maestro and Visa/Visa-Electron/V-PAY card data, which are transmitted in writing, by telephone or over the Internet, shall apply.

2. Obligations of Nexi

- 21 Nexi shall transmit to the Contractual Partner on a daily basis the current exchange rate of the local currency of the Contractual Partner to the Invoicing Currency of the cardholder and provide the DCC service for the Invoicing Currencies of the cardholder listed on the Internet homepage www.Nexi.com. Nexi is entitled to suspend the conversion service for specific currencies if certain conversion rates show excessive volatilities. Nexi shall inform the Contractual Partner of this in writing on three days’ notice.
- 22 Nexi shall ensure that the total invoice amount shall be debited to the cardholder in his or her Invoicing Currency. The card turnovers shall be paid in the Invoicing Currency agreed with the Contractual Partner subject to the provisions of the service agreement between Nexi and the Contractual Partner.

3. DCC transactions

- 3.1 The Contractual Partner undertakes to ask the holder of a foreign Mastercard/Maestro, Visa/Visa-Electron/V-PAY card in each case

before payment whether he or she would like to perform the transaction in the currency of his or her card (electronic dynamic currency conversion transaction, hereinafter referred to as “eDCC Transaction” or “Invoicing Currency”) or in the local currency valid at the Contractual Partner’s place of business. The Contractual Partner undertakes neither to impede the payment of card turnovers in the local currency by additional requirements nor to use procedures causing the cardholder to use the eDCC service without the cardholder clearly deciding to do so.

- 32 For use of the eDCC service, the Contractual Partner shall exclusively use the software solution Nexi Payengine approved by Nexi. The costs of use, installation and operation of Nexi Payengine shall be borne by the Contractual Partner in accordance with the contractual provisions on Nexi Payengine.
- 33 For the currency conversion service, the Contractual Partner undertakes to use in each case the most recent exchange rates communicated to it.

4. Electronic settlement and authorisation system

- 4.1 The Contractual Partner shall transmit to Nexi all card turnovers generated using the currency conversion service exclusively by means of Nexi Payengine approved by Nexi online (simultaneous authorisation and booking). For use of the eDCC Service, the Contractual Partner shall adhere to the operating manual of the software made available by Nexi.
- 4.2 The Contractual Partner shall ensure that in the e-mail confirmation of the order to the cardholder the total invoice amount is displayed in the local currency including the currency symbol as well as in the Invoicing Currency of the cardholder including the currency symbol, the underlying exchange rate, the origin of the exchange rate used, the premium charged on the exchange rate as well as any fee as well as the confirmation of the cardholder regarding the option offered to him or her to pay in local currency and in his or her Invoicing Currency as well as his or her choice.

5. Fee/DCC rate

- 5.1 eDCC Transactions shall be remunerated to the Contractual Partner by Nexi in the Invoicing Currency agreed with the Contractual Partner.

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Nexi shall reimburse the Contractual Partner for each card turnover converted in eDCC and submitted to Nexi the fee specified in the service agreement /supplementary agreement (eDCC rate). The reimbursement shall be deducted from the service fee of the Contractual Partner to be paid by it to Nexi for settlement of the card turnover.

5.2 Nexi reserves the right to change the eDCC rate. Any change shall be notified to the Contractual Partner in writing at least 30 days before such change takes effect. If the Contractual Partner does not agree to the change, it may terminate the eDCC option on ten days' notice for the end of the month by registered mail. Such extraordinary termination may be effected only within 30 days from receipt of the notification of the change in the eDCC rate.

5.3 Chargebacks and credits of converted card turnovers shall be made in the Invoicing Currency agreed with the Contractual Partner after conversion of the original total invoicing amount from the Invoicing Currency of the cardholder to the Invoicing Currency of the Contractual Partner at the exchange rate used by Nexi at such time. The Contractual Partner shall reimburse Nexi the fee paid for the charged-back card turnover after receiving the invoice. Cancellation of card turnovers in the event of the currency conversion service eDCC being used is not possible.

6. Term/termination/miscellaneous

6.1 The term of the eDCC option shall correspond to the term of the Agreement between Nexi and the Contractual Partner on the acceptance and settlement of Mastercard/Maestro and Visa/Visa-Electron/V-PAY card data which are transmitted in writing, by telephone or over the Internet ("Acceptance Agreement") in such a way that on termination of the Acceptance Agreement the possibility of the eDCC option shall also end; the latter, however, may be terminated independent of the Acceptance Agreement on six months' written notice to the respective other Party.

6.2 This shall not affect the right to terminate the eDCC option without notice for good cause. Good cause for termination by Nexi without observing a notice period shall notably exist if the Contractual Partner repeatedly, without the cardholder's express wish, submits his or her receivable in the Invoicing Currency of his or her

credit card or if Visa Europe/International or Mastercard Worldwide excludes the Contractual Partner from participation in the conversion service due to repeated violations of such duty to inform the cardholder.

6.3 Nexi is entitled to adjust the eDCC option to new developments as well as requirements of legislation or of Mastercard Worldwide and/or Visa Europe/International provided that such changes do not change the service, the fee and the eDCC rate fundamentally and do not result in additional costs without the Contractual Partner's consent.

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Annex: Security Guidelines

1. The Contractual Partner must log into its Nexi account at least once a week to check whether any messages from Nexi have been received. This provision shall not apply in the case of conclusion of a service agreement "Nexi Payengine flex.pro", service agreement "Nexi Payengine speed.up" as well as service agreement "Nexi Payengine Start Now".
2. The Contractual Partner must limit access to the Nexi platform to those persons whose activity requires such access. Moreover, the Contractual Partner must assign access privileges to persons based on their job category and function.
3. The Contractual Partner is aware that a risk of fraud exists if an account has been compromised. The Contractual Partner must act in such a way that the systems and information of Nexi are protected. The Contractual Partner must report to the Nexi support team any suspicious security incident, such as a compromised account, without undue delay.
4. The Contractual Partner shall be responsible for the protection and use of all its accounts and the content that can be accessed through such accounts. Specifically, this means:
 - a) The Contractual Partner may under no circumstances disclose such information to others or store such information at an insecure location.
 - b) The Contractual Partner may under no circumstances disclose information relating to the Nexi platform to third parties. In particular, the Contractual Partner may never publish information in a forum or on a website that might help a malicious user to hack into the Nexi platform.
 - c) The Contractual Partner must prevent unauthorised persons from using its user accounts, which must be treated as confidential.
 - d) The Contractual Partner may never try to modify, transfer, misuse or delete data which are accessible or stored in the Nexi Backoffice/Merchant Center. When accessing such information as well as when transferring and storing the same, the Contractual Partner must exercise the utmost care.
5. The Contractual Partner is aware that malicious codes such as worms and viruses can damage the computers by which the Nexi platform is accessed. Best practices in the area of security must be applied to the computers, including ensuring that an up-to-date antivirus programme is running on them and that the appropriate patches are regularly installed. Nexi likewise recommends installing a personal firewall and a keyscrambler product on these computers (<http://www.qfxsoftware.com/product.htm>).
6. The Contractual Partner shall ensure that all files or e-mail attachments that have to be downloaded to the computers are first saved on the computers and then checked to ensure that such files and attachments do not contain any malicious codes.
7. The Contractual Partner may in no case deactivate the security functions on the computers such as, among others, antivirus programs or personal firewall.
8. Only computer programs needed for business purposes may be installed on the computers.
9. The computers may not remain unattended while an authorised employee of the Contractual Partner is logged on to the Nexi platform.

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Special Terms and Conditions of Fraud Expert

1. Description

The Fraud Detection Module Advanced FDMA is a fraud detection module that the Contractual Partner may use separately. With Fraud Detection Module Advanced Expert Checklist and Fraud Detection Module Advanced Expert Scoring (hereinafter referred to collectively as "FDMA Expert") it is possible to reduce the risk of fraud in a transaction initiated by credit card, debit card or alternative payment methods and the costs associated with a potential fraud in this regard through the use of efficient anti-fraud technologies. A transaction processed through FDMA Expert can automatically be assigned a low, medium or high risk. The Contractual Partner can subject those transactions assigned a medium risk to a further manual check. Depending on the result of the further manual check, the Contractual Partner in turn may then accept or block the transactions. The Contractual Partner may instruct an external expert to perform the manual check, or may perform the check itself. No payment guarantee is associated with the use of FDMA Expert. The Contractual Partner shall continue to be liable to Nexi for chargebacks of the card issuing banks subject to the existing acceptance agreement.

2. Functions of Fraud Expert

- a) Device fingerprinting, including network and logical fingerprintings
- b) More than 100 transaction parameters for the scoring
- c) More than 20,000 industry-specific multiparameter rules
- d) Pre-defined industry-specific risk patterns, monitoring and establishment by fraud experts (all-retail). Correlation of industry-specific fraud patterns (all-retail)
- e) Global risk management ("artificial intelligence" = intelligent correlation between transactions at different levels)
- f) Outsourcing of manual checks to external experts (optional)

3. Contractual Partner's obligations

The Contractual Partner shall itself configure the FDMA Expert decision matrix or the selection of the corresponding industry-specific risk pattern. Subject to such decision matrix and/or the selected industry-specific risk pattern, FDMA Expert makes the final decision on the blocking, approving or manually checking of a transaction. The industry-specific risk pattern of FDMA Expert merely makes a recommendation based on the most advanced fraud detection technologies. The Contractual Partner is aware that the use of FDMA Expert based on the defined decision matrix or the selected industry-specific risk pattern may result in the refusal of certain card turnovers which may subsequently turn out to have been initiated by legitimate cardholders and/or not to have constituted misuse. The Contractual Partner shall not assert on such basis any claims against Nexi for loss of profits or on any other grounds.

Any liability of Nexi in this regard shall be excluded.