



Service Terms Mobile POS

1. Definitions

In addition to the definitions contained in the General Terms and Conditions of GP ("GTC") of GP Payments Acquiring International GmbH (hereinafter "GP"), the following terms have the meanings defined below:

- 1.1 **"App"** is the term used in the definition of **"Services"** in Section 1.6 of these Service Terms Mobile POS.
- 1.2 **"Authorised Users"** are natural persons whom the Merchant authorises to access the Services on their behalf and to use the App within the scope of the Services, in particular their employees.
- 1.3 **"Fiscalization Services"** means the services relating to the implementation and enforcement of regulations and systems to ensure that all financial transactions are recorded and reported accurately for tax purposes.
- 1.4 **"fiskaltrust"** is the third-party service provider mentioned in Section 3.1 that provides the Fiscalization Services.
- 1.5 **"Merchant Account"** is the account described in Section 4.1 that the Merchant creates with GP.
- 1.6 **"Services"** means the smartphone POS system provided by GP under these Service Terms Mobile POS, which is an all-in-one solution that integrates both cash handling and bank card acceptance, and in which payment card processing takes place on the same device as the POS. The POS system is supported by a back-office management system that runs in an external cloud environment provided by GP and can be accessed by the Merchant via a browser. The Services require the installation of software (the **"App"**) on the Merchant's smartphone. The App is currently available for the Android platform (minimum Android version 8, GP recommends version 10 or higher) and may be available for other smartphone operating system platforms such as iOS in the future.
- 1.7 **"Updates"** has the meaning set out in Section 2.7 of these Service Terms Mobile POS.

2. Provision of Services

- 2.1 During the term of these Service Terms Mobile POS, GP shall provide the Services in accordance with the Service Terms Mobile POS and additionally with the inclusion of the GTC. In the event of contradictions between the GTC and the Service Terms Mobile POS, the Service Terms Mobile POS shall take precedence. The procedure for contract amendments regulated in the GTC shall apply to the Service Terms Mobile POS as a whole, i.e. including, but not limited to, the incorporated GTC.
- 2.2 In order to use the Services, the Merchant must install the App on compatible smartphones. The Merchant and the Authorised Users may only use the App in accordance with the Service Terms Mobile POS, the GTC and the applicable statutory provisions, including the applicable data protection regulations. The rights granted to the Merchant in the App shall be governed by the provisions of the GTC, in particular Section I. (General Terms and Conditions) No. 25 (Property Rights, Expertise and Right of Use). Use of the app is only permitted if and as long as it is linked to the Merchant Account.
- 2.3 The Merchant and their Authorised Users are prohibited from
 - (i) modifying the App;

- (ii) reverse engineering, decompiling, disassembling, reconstructing or otherwise examining the App and/or determining the source code (unless this is mandatorily permitted under applicable law);
- (iii) attacking the IT systems of GP and/or its affiliates within the meaning of Section 15 of the German Stock Corporation Act (Aktengesetz) (e.g. by denial-of-service or other attacks) or to infiltrate without permission
- (iv) introduce viruses or other malware into the App;
- (v) prevent the lawful use of the App by third parties;
- (vi) use the App for fraudulent purposes or in connection with a criminal offence; and/or
- (vii) take any other action that may interfere with the smooth and proper operation of the App or the provision of the Mobile POS Services.

- 2.4 The Merchant undertakes to indemnify GP against all third-party claims based on unauthorised, improper or unlawful use of the Services, including the App, if and to the extent that the Merchant or one of their Authorised Users is responsible for this improper or unlawful use.
- 2.5 The Merchant shall take appropriate measures to inform and oblige their Authorised Users to comply with these Service Terms Mobile POS including the GTC and to remedy any violations. This applies in particular to those cases in which the Service Terms Mobile POS require certain behaviour on the part of the Authorised Users. The Merchant shall be liable for the actions and omissions of their Authorised Users as if they were their own fault, § 278 BGB.
- 2.6 The provisions of Section I. (General Terms and Conditions) Clause 23 (Connection to the Internet and Payment Interfaces) of the GTC apply accordingly to the Services and the interfaces used for this purpose. Notwithstanding the foregoing, GP shall be entitled to implement maintenance windows with limited service availability at its own discretion which may also extend beyond the time windows specified in Section I. (General Terms and Conditions) Clause 23 (Connection to the Internet and Payment Interfaces) Sub-clause (3) of the GTC. GP will endeavor to schedule such maintenance windows during periods of low usage.
- 2.7 GP reserves the right to update the Services through updates, upgrades or other modifications or improvements (hereinafter collectively referred to as **"Updates"**) as follows:
 - a) GP is authorised to implement updates in an appropriate manner at any time, provided that such updates do not impair the purpose of the contractual relationship with the Merchant, do not disrupt the equivalence relationship between performance and consideration and are in compliance with applicable mandatory laws. Updates are permitted in particular
 - (i) to improve, optimise, expand, modernise, advance or further develop the Services or their functionalities, for example by adding new functions, functionalities or services or to optimise the user experience;
 - (ii) adapt the Services to a new technical environment, in particular to make them available on a different platform, host server, web address or domain and/or in a different cloud

- environment and to migrate the data required for this accordingly;
- (iii) adapt the Services for a larger number of users, for different user profiles and for user access to different features, functionalities and services;
 - (iv) for other important operational reasons (e.g. the expiry of a licence required for the Services).
 - (v) to adapt the Services to changes in applicable laws and regulations or to comply with orders or requests from competent courts, governmental bodies or regulatory authorities.
- b) If GP carries out a material update that has a significant negative impact on the Merchant, the Merchant may terminate the Service Terms Mobile POS (but not the Merchant Agreement) in writing with immediate effect within a period of 30 days after implementation of the update. Any fee already paid shall be refunded pro rata temporis.

3. Provision of Fiscalization Services

- 3.1 In order to use the Services, the Merchant is required to also enter into an agreement on the provision of the Fiscalization Services with third-party service provider fiskaltrust Deutschland GmbH, Moosweg 3, 51377 Leverkusen, Germany ("**fiskaltrust**"). The Merchant acknowledges and agrees that the use of the Services is not possible if the Merchant does not enter into a respective agreement with fiskaltrust.
- 3.2 After the Merchant has entered into an agreement with GP regarding the provision of the Services, GP will provide the Merchant with login data for the fiskaltrust webportal on which the Merchant will conclude the agreement with fiskaltrust in electronic form.
- 3.3 fiskaltrust will not issue invoices to the Merchant regarding the Fiscalization Services. The remuneration for the provision of the Fiscalization Services is already settled with the payment of the fee for the use of the Services to GP.

4. Setting up, protecting and deleting the Merchant Account

- 4.1 In order to use the Services, the Merchant must have created a digital merchant account with GP and registered there ("**Merchant Account**"). If the Merchant is a natural person, they must be of legal age and have unlimited legal capacity. The Merchant must provide complete and truthful information when registering. If the data provided by the Merchant changes during the term of the user relationship, the Merchant must change it immediately. Each Merchant may only create one Merchant Account for themselves. In the event of a breach of these requirements, GP is entitled to block the Merchant Account and deny them and their Authorised Users access to the Services, including the App. The Merchant is responsible for all actions of third parties in connection with their Merchant Account, insofar as he is responsible for these actions.
- 4.2 The Merchant is obliged to keep the login data for their Merchant Account secret and to protect it from access by third parties. When accessing the Merchant Account, including when registering and making changes, the Merchant is obliged to ensure that third parties cannot view the data entered. Authorised Users are subject to corresponding obligations when accessing the Merchant Account.
- 4.3 The Merchant may also create a digital account with GP for each of their Authorised Users, which is linked to the Merchant Account. The Merchant can define the scope of the usage rights assigned to these accounts, to the extent this is technically provided for. The provisions of Section 3.1 and 3.2 apply accordingly to the Authorised Users and the accounts assigned to them.

- 4.4 The Merchant shall inform GP immediately in writing or in text form (e.g. by e-mail) in accordance with Section I. (General Terms and Conditions) Clause 21 (Notifications, exclusion of information obligations) of the GTC of any loss, unauthorised disclosure, theft or other unauthorised acquisition of their or their Authorised Users' password by a third party, as well as any unauthorised use of their Merchant Account or an account of their Authorised Users, so that GP can block the affected account(s) and issue new access data.

- 4.5 The use by third parties or a transfer of the Merchant Account or an account of an Authorised User to third parties is not permitted. GP has no access to the password and will not ask the Merchant or Authorised Users to disclose it.

5. Temporary blocking of access to the Services

- 5.1 GP is entitled to temporarily block the access of a Merchant and/or their Authorised Users to the Services, including to the App, in whole or in part, if and to the extent that GP has a legitimate interest in a temporary blocking which, after a reasonable and objective consideration of the circumstances of the individual case, outweighs the interests of the Merchant and takes into account the interests of the Merchant and GP. This may be the case in particular if there are concrete indications that

- (i) the Merchant or the affected Authorised User has violated or is violating the terms of these Service Terms Mobile POS and/or applicable law;
- (ii) the Merchant or the affected Authorised User has disclosed their login data to third parties, or
- (iii) if there are other reasonable indications for GP of unauthorised use by third parties or other misuse of the login data or an account.

When deciding on a temporary blocking and its conditions, in particular the duration, GP will take into account the legitimate interests of the Merchant as well as any statements made by the Merchant and the Authorised User concerned.

- 5.2 If the result according to Section 5.1 does not result in an overriding interest of GP in an immediate complete or partial blocking, GP will warn the Merchant by e-mail before blocking. If the reason for the warning is not remedied within a reasonable period of time or if the violation of the terms of these Service Terms Mobile POS and/or applicable law occurs again within 6 months after receipt of the warning, GP shall in any case have the right to temporarily block the Merchant Account and/or the access of the Merchant and/or an Authorised User.

- 5.3 In the event of a temporary blocking of a merchant account or the access of the Merchant or an Authorised User, GP shall immediately inform the Merchant and, if applicable, the Authorised User concerned by e-mail about the blocking and its details, in particular the duration of the blocking, insofar as this is already foreseeable.

- 5.4 After expiry of the blocking period or if the reason for the blocking no longer exists, access to the Merchant Account or the Authorised Users' account will be reactivated and GP will inform the Merchant and, if applicable, the Authorised User concerned by e-mail in good time.

6. Termination of the contractual relationship in relation to the Services

- 6.1 With regard to the term and termination of these Service Terms Mobile POS, the provisions of the GTC relating to GP tom (in particular Section I (GTC), Clause 14 (Term and Termination), Sub-clause (1), Sentence 6) shall apply accordingly. Notwithstanding the foregoing, the Service Terms Mobile POS shall end automatically as soon as

- the Merchant Agreement ends, regardless of the legal grounds.
- 6.2 After termination of the Service Terms Mobile POS, the Merchant shall, if they have not already done so,
- (i) cease using the App and ensure that their Authorised Users do the same, and
 - (ii) delete all Apps linked to their Merchant Account from all devices.

- 6.3 Any termination of these Service Terms Mobile POS in accordance with Section 6.1 shall not affect the validity of the Merchant's agreement with fiskaltrust. Data protection: Reference is made to the Merchant Data Processing Notice of GP which can be found here: <https://www.globalpayments.de/en/privacy-policy>.