



GENERAL TERMS AND CONDITIONS OF BUSINESS

of QENTA Payment CEE GmbH
(hereinafter referred to as QENTA
Payment CEE)

1. Definitions

- 1.1. The contractual partner of QENTA Payment CEE is referred to as the 'customer'.

In other documents, customers of QENTA Payment CEE may also be referred to as the client, user, merchant, shop owner, contracting company or CC.

If users or recipients are referred to in the General Terms and Conditions of Business of the company QENTA Payment CEE GmbH, this relates to persons who consciously and intentionally use, visit or receive information sources from QENTA Payment CEE, such as the company's website.

- 1.2. Any publisher, provider or operator, including licensee of a payment method or payment system (credit card company, bank, etc.) is referred to as a financial service provider (hereinafter referred to as FSP).

2. Contractual relationship

- 2.1. QENTA Payment CEE gives the customer the option to process payment transactions via the internet with FSPs incorporating their acceptance contracts. These acceptance contracts should be concluded separately by the customer. The commissioning of QENTA Payment CEE is independent of contracts with FSPs.

- 2.2. In this context, QENTA Payment CEE provides the relevant software, interfaces, documentation, services, user interfaces and expertise.

- 2.3. QENTA Payment CEE is an authorized representative of the customer on their invoice in the context of the FSP. All parties are businesses as defined by the Austrian General Civil Code and Austrian Commercial Code.

These terms and conditions shall only be applicable to contractual relationships of QENTA Payment CEE and consumers, to the extent that they do not infringe statutory consumer regulations.

3. Scope of services

- 3.1. QENTA Payment CEE shall provide the customer, for the duration of this agreement, software, communication and computing services as well as other services that permit the customer to link his website and use to QENTA Payment CEE products (hereinafter referred to as "QENTA products").

These QENTA products may only be used to offer the customer's goods and services. Usage for other purposes is not permitted. In particular, it is not permissible to use the software provided via QENTA products to process transactions for third parties in their name. The performance description for QENTA products forms part of these terms and conditions. The exact performance description shall only be binding if given in the technical documentation provided by QENTA Payment CEE. The performance description for QENTA products can also be viewed on the QENTA Payment CEE website (www.qenta-cee.at) without obligation.

- 3.2. QENTA Payment CEE shall also provide the customer with capacity on their servers to operate the QENTA products chosen by the customer in accordance with the performance description on the internet or on another public network (subsequently WWW). These QENTA Payment CEE servers are connected to the WWW via a fixed connection. QENTA Payment CEE shall only be liable for operating the payment platform (QENTA products) and maintaining the connection to the WWW. The customer is aware that he himself

is responsible for the prompt transfer of the configuration data provided by the FSP to QENTA Payment CEE. The connection between customer's or other internet user's computers to the QENTA Payment CEE servers does not fall within scope of responsibility of QENTA Payment CEE.

- 3.3. The customer is aware that due to the nature of the internet itself, interruption-free and continuous functional access other internet participants cannot be agreed as a contractual service of QENTA Payment CEE.

- 3.4. With regard to the technical and economic development of the internet, legal regulations or the requirements of the FSP and as a consequence of the company's own products or third party products, QENTA Payment CEE reserves the right to replace the agreed services by services of at least the same value or other services fit for the purpose. In the context of this agreement, a service modification by the FSP shall always be an equal-value service and does not entitle the customer to cancel the agreement with QENTA Payment CEE.

- 3.5. The customer shall be responsible for the purchase of his own infrastructure for internet access and shall bear the access costs via the public networks to QENTA Payment CEE systems.

- 3.6. Services other than those given do not form part of the range of services. In particular, the integration must be carried out by the customer himself and does not form part of the range of services provided by QENTA Payment CEE. Services provided free of charge in addition to the agreed services may be discontinued by QENTA Payment CEE at any time without prior notification, unless a separate agreement has been made regarding these services.

4. Information obligations

- 4.1. The customer shall always keep QENTA Payment CEE informed with one or more current email addresses for communication between the contractual parties. Deliveries to these email addresses are regarded as legally delivered assuming no new address is provided to QENTA Payment CEE.

- 4.2. In addition, at the time of concluding the agreement, the customer shall notify QENTA Payment CEE of all persons with whom QENTA Payment CEE may enter into legally binding agreements and business communication. These persons will be provided with a customer password and only these persons shall be authorized to obtain information from QENTA Payment CEE or submit legal declarations to QENTA Payment CEE. In terms of business relationships agreed before these terms and conditions came into force, QENTA Payment CEE shall also be entitled to provide information to the persons previously announced or known persons.

- 4.3. For QENTA Payment CEE, only the organisations legally entered into the commercial register and with power of representation can enter into legally binding declarations.

- 4.4. The customer is required to provide QENTA Payment CEE with all documents, data, files, information, documents and other material required to fulfil the contractual obligation of QENTA Payment CEE promptly, in full and without error and in a standard format for the relevant purpose.

- 4.5. QENTA Payment CEE is required to keep these documents confidential. Data, in particular data required by the FSPs or computing centers or third parties acting in their name or on their behalf, may be passed on at any time. There shall be no forwarding of data to third parties for marketing or advertising purposes at any time

- 4.6. Customers, users and recipients of all types of information from QENTA Payment CEE shall agree that QENTA Payment CEE may use their data for in-house marketing activities and may be contacted by QENTA Payment CEE for this purpose and via remote communication methods in the context of section 107 of the Austrian Telecommunications Law (including telephone and email), whereby QENTA Payment CEE agrees not to pass any data to third parties for marketing purposes. This agreement may be cancelled at any time by the customer, user or recipient.

With the aim of developing the services offered and to provide optimal customer care, QENTA Payment CEE uses a system which is equipped with functions for user specific analyses of click patterns. The customer, user or recipient may revoke their agreement to this specific point at any time.

Messages on the function or the status of QENTA products (e.g.: for information on maintenance work or downtimes) may be sent out at any time as part of fulfilling the contractual agreement.

- 4.7. QENTA Payment CEE is not responsible for information or data entered by the customer including based on the scope in line with sections 13 ff of the Austrian E-Commerce Law.
- 4.8. The customer is required to provide QENTA Payment CEE immediately on request with complete details of the type and use of actual or planned QENTA products or services. These details must show which product is being used by the customer in which product version or interface version and in which e-commerce or software application. In addition, details must be provided on which domains, subdomains or minisites the QENTA products are integrated or are planned to be integrated.
- 4.9. If customer data is sent to QENTA Payment CEE that is subject solely to their legal title for intellectual property, QENTA Payment CEE should be notified of this fact. QENTA Payment CEE shall only be liable for intentional, culpable infringement of these rights, but not for third party damages. QENTA Payment CEE shall retain the data provided by the customer or arising as part of processing the order for the legally required period. Data shall not be retained for any period extending beyond this.
- 4.10. If changes are made in the customer's contractual agreements with third parties that may affect the contractual agreement with QENTA Payment CEE, the customer must notify QENTA Payment CEE immediately. QENTA Payment CEE shall not be required to incorporate future changes in the use of their products by the customer and in this case still reserves the claim to the agreed remuneration up to the end of the agreement period.

5. Liability / warranty

- 5.1. It is established that in the processing of internet payment transactions, there is a multi-person agreement in force. QENTA Payment CEE enters the agreement solely as an agent of the customer.
- 5.2. No liability shall be accepted or warranty provided by QENTA Payment CEE for errors by third parties, such as FSPs or consumers. This also applies in the event of insolvency of an FSP, customer or other third parties.
- 5.3. QENTA Payment CEE shall only accept liability in the context of providing their services in the event of intentional injury or gross negligence. QENTA Payment CEE shall accept no liability for damages due to minor negligence or "reckless" gross negligence.

QENTA Payment CEE accepts no liability for lost profit, process costs and for damage exceeding the maximum coverage sum provided by the QENTA Payment CEE liability insurance in the event of damage.

- 5.4. The customer shall check the service provided by QENTA Payment CEE immediately and notify the customer immediately of any faults or damage. All warranty and liability claims lapse if the customer does not provide notification or lodge a complaint within 24 hours as required. If otherwise agreed, complaints relating to a fault should be made in the form a precise description of the type and scope of the fault.
- 5.5. QENTA Payment CEE accepts no liability for damage arising due to circumstances relating to third parties (such as crashes and errors due to viruses, Trojans and similar, caused by power supply companies, etc.).
- 5.6. Consulting services on the part of QENTA Payment CEE should be regarded as support for the customer. Unless a special fee has been explicitly agreed for this service, QENTA Payment CEE shall not accept any liability (in particular according to sections 1299 and 1300 of the Austrian General Civil Code).
- 5.7. The customer shall be liable to QENTA Payment CEE for damages incurred by the customer's own culpable actions or by persons associated with the company (section 1313a and section 1315 of the Austrian General Civil Code, in particular for FSPs, subsidiaries, representatives, etc.).
- 5.8. The software and interfaces / user interfaces covered by this agreement have been designed for a variety of application options and cannot take into account every conceivable potential application in all details. Due to this large range of varied application options and with regard to their complexity, it is not generally possible to supply software that is entirely free of errors. There is no fault insofar as these are errors that with the normal standard of diligence are not necessarily apparent. In particular, QENTA Payment CEE makes no claims with regard to compatibility.
- 5.9. No claims to reductions of more than half (laesio enormis) shall be accepted by either party.
- 5.10. QENTA Payment CEE shall not be liable for checking the correctness of any data given or sent from the customer.

6. Contract period and termination

- 6.1. The agreement shall start in each case with the signing or at the agreed start date and shall be agreed for a nonspecific time, unless a specific duration has been otherwise agreed. The start of the contractual relationship shall be regarded as the start of the provision of services by QENTA Payment CEE.
- 6.2. The customer shall be permitted to terminate the contractual relationship or parts of the agreement, observing a 6-month deadline to the end of a calendar year, and initially to the end date of the calendar year following the year in which the order was placed. The decisive factor is the receipt of the signed agreement at QENTA Payment CEE. If no termination is submitted in line with the required deadlines, the contractual relationship shall continue automatically.
- 6.3. QENTA Payment CEE can terminate the contractual relationship observing a 30-day deadline to month end in each case.
- 6.4. QENTA Payment CEE shall be entitled to terminate the contractual agreement due to important reasons immediately at any time. Important reasons shall be agreed in particular, but not exclusively, as the situations given below:
- 6.4.1. Infringement of payment obligation by the customer

- 6.4.2. Improper behaviour of the customer or his employees against QENTA Payment CEE and their employees
- 6.4.3. Initiation of insolvency proceedings or of proceedings in line with Austrian law on company reorganisation
- 6.4.4. Forwarding of rights arising from the contractual relationship with third parties
- 6.4.5. Forwarding or infringement of intellectual goods rights of QENTA Payment CEE.
- 6.4.6. Omission of the required disclosure of data for business operations
- 6.4.7. Other breach of contract from this contractual relationship
- 6.4.8. Culpable or otherwise unlawful behaviour of the customer
- 6.4.9. Infringement of the duty to maintain confidentiality
- 6.5. In the event of breaches of contract, in particular the timely payment of the agreed fee, QENTA Payment CEE shall be entitled to institute an immediate restriction or cancellation of services, without automatically cancelling the agreement in the process or removing the obligations to pay fees to QENTA Payment CEE.
- 6.6. Cancellation and termination notices shall be made via certified letter to the relevant contractual partner, whereby receipt at the contractual partner's site is the decisive factor.
- 7. Notices**
- 7.1. Legal notices may only be exchanged between the contractual partners in writing, unless a more secure form is required, including sending via electronic means. In agreeing to this contract, the customer declares that QENTA Payment CEE has complied with all the duties to inform and other requirements of the E-Commerce Law on their website and the customer shall be viewed as educated and informed.
- 8. Time of performance**
- 8.1. Transactions are normally processed by QENTA Payment CEE in a few seconds.
- 8.2. Planned maintenance windows and their expected duration shall be disclosed. The customer is aware that the system will not be available during maintenance periods.
- 8.3. If due to system problems or unplanned but necessary maintenance work there are delays or system downtimes, QENTA Payment CEE shall be entitled to restore service provision within 48 hours.
- 9. System requirements and obligations of the customer**
- 9.1. The customer shall ensure that the system requirements of his IT systems are appropriate for facilitating QENTA Payment CEE transactions.
- The customer shall promptly and correctly maintain or have maintained the software provided, otherwise no liability can be accepted by QENTA Payment CEE in this respect. In addition, the customer shall make backup copies of the data produced at the company site. The customer is aware that the regulations of the FSP must be observed and that certain data must under no circumstances be stored or only stored in masked format.
- Updates provided to the customer by QENTA Payment CEE and regular security checks of his system must be carried out by the customer.
- 9.2. Extending beyond the requirements for confidentiality, the customer shall be required to keep confidential in particular access data, passwords, certificates and all sensitive data or due to its nature or correspondingly identified data and information. The customer shall be liable for all damages arising from the violation of this regulation.
- 9.3. The customer shall set up and maintain QENTA products on his own account and risk. The customer is required to use QENTA products correctly and forbids all use or action that could damage or endanger QENTA Payment CEE, other users or FSPs. Correct usage also includes observing all instructions, recommendations, etc. that QENTA Payment CEE provides at the time that agreement is concluded and as part of operating and installation instructions and that if required are given to the customer subsequently. The customer shall be required to check his computing system regularly to ensure that it is free of viruses and sabotage programs and observes security standards conforming to the latest technological advances. This includes in particular organisational and technical precautions against information piracy and all forms of misuse. The customer shall also guarantee regular data backups. His responsibility also includes the correct assignment of the transaction data provided by QENTA Payment CEE with his own data inventory and backup of these assignments.
- 9.4. Data transfer that is not based on the route of the standard use of a product, is always at the customer's own risk. The customer must not make accessible, send or allow access to any illegal and immoral content as part of the commercial relationship, this applies in particular to content that infringes the rights of third parties or to pass off as their own the illegal or immoral content of third parties.
- 9.5. The customer shall keep QENTA Payment CEE informed immediately and at all times (at the latest within 24 hours following occurrence) of faults and suspected mistakes of QENTA products and support QENTA Payment CEE in correcting these errors and researching the causes. A delayed notice of defects or fault/error messages shall result in the exclusion of all warranty and compensation claims.
- 9.6. The customer shall include a standard size logo and slogan for QENTA Payment CEE or their products free of charge for QENTA Payment CEE on all internet sites involved with the services of QENTA Payment CEE in a visible area.
- 9.7. Conversely, QENTA Payment CEE shall be permitted to use the customer's logos and slogans as well as his name, business name, brand or other branding on internet sites published by QENTA Payment CEE for advertising purposes or in other publications and reports about QENTA Payment CEE.
- 9.8. The customer shall give his consent to store data, including meeting minutes, required to fulfil the conditions of the agreement and associated data.
- 10. Fee**
- 10.1. The customer shall pay one-off costs for the provision of a usage right (of a licence). These costs are incurred based on the price issued by QENTA Payment CEE on the signing of the order or quotation. The usage rights granted to the customer in this agreement are only transferred to the customer following full payment of the above mentioned costs.

- 10.2. Before a usage right is granted, the customer may test products from QENTA Payment CEE if agreed in advance.
- 10.3. Costs for the provision of services shall be billed quarterly in advance by QENTA Payment CEE. With regard to costs extending beyond this scope (or transaction costs), the claim to the agreed fee shall be due after each service is performed and paid immediately on receipt of invoice.
- 10.4. The customer is to query in writing invoices submitted by QENTA Payment CEE immediately, but at the latest within 14 days following receipt of invoice; where no query is received, the invoices shall be regarded as approved.
- 10.5. Should FSPs stipulate costs to QENTA Payment CEE arising from the order agreement with the customer, or arising from transactions, QENTA Payment CEE shall be entitled to pass these costs onto the customer.
- 10.6. All prices shall be regarded as net prices in euros, excluding postage and packaging costs and all legal fees incurred. Sales tax shall also be payable by the customer.
- 10.7. If QENTA Payment CEE provides services that are not included in the individual agreement, these may be invoiced separately. Cost estimates from QENTA Payment CEE shall be chargeable and non-binding, unless otherwise agreed.
- Offsetting by the customer against existing requests for payment from QENTA Payment CEE is not permissible (offsetting ban).
- 10.8. In case of default, default interest amounting to 10% above the base rate announced by the European Central Bank, with annual capitalisation, shall be agreed.
- 10.9. For each reminder due to non-payment or late payment of the customer, a charge of €15.00 will be levied. If engaging a professional representative (lawyers, collection agencies, etc.) to collect outstanding payments, all costs prior to legal action shall be paid as damages by the customer.
- 10.10. The prices agreed at the time the agreement is concluded shall be deemed guaranteed. The prices shall be modified to the extent permitted by changes in the 1996 consumer price index or a subsequent index that has since come into force.
- The reference figure shall be based on the index of the month in which the agreement was concluded. Changes shall not be applied if they do not exceed 5% of the previous defining amount. If exceeded, the entire change will be taken into account and may be applied from the time in the month in which the 5% barrier was exceeded, including retrospectively. Failure to impose a higher price does not represent a waiver to any claim for an increase. QENTA Payment CEE shall be entitled to subsequent billing, for the entire period of the agreement, to the exclusion of the legal (3-year) limitation period.

11. Passing on

- 11.1. The customer is required to prohibit all passing on of the services and information supplied to him by QENTA Payment CEE (software products, usage rights and similar).

12. Intellectual property rights

- 12.1. All intellectual property rights of QENTA Payment CEE are protected by law. Any granting of rights in this regard shall be carried out solely under the regulations given under this point.

- 12.2. The customer shall not be granted the exclusive right to use the software, services and information solely for his own purposes and on his own account to the agreed extent. Processing for third parties in the company's own name or under another name using the services provided by QENTA Payment CEE is not permitted. Reproductions of the product or the accompanying materials is not permitted either.

- 12.3. On concluding the agreement, the customer is always granted the authorisation to use the product in-house for the product for the agreed duration of the agreement.

In the event of termination of the agreement, the customer is obliged to refrain from any further usage and to return all equipment and data provided. Copies of all data, in particular software, passwords and documentation, must be deleted.

- 12.4. In the event of violation of the actions forbidden under this point, the customer shall be required to pay a penalty. Any other claims for damages and compensation (including intellectual property rights) shall remain unaffected.

13. Links

- 13.1. Where links to other sites are provided on QENTA Payment CEE internet sites ("linked"), these are to be regarded as for information purposes only. No liability of any kind shall be accepted for the content of these sites.

14. Confidentiality

- 14.1. Both contractual parties are required to maintain confidentiality regarding business and operational secrets of the other contractual partner that has become known to the other party based on the contractual relationship or via any other means.
- 14.2. However, where data from QENTA Payment CEE must be disclosed to third parties in order to correctly fulfil contractual obligations with the customer, the customer shall be entitled to disclose this information and the customer shall waive all claims that may arise as a result.

15. Special provisions for the use of transaction processing with or without software installation

- 15.1. QENTA Payment CEE shall grant the customer the non-exclusive usage right, with the order or acceptance of the quotation for a purchased licence, based on the terms of this contract.
- 15.2. The customer shall be solely responsible for the selection of features and products to achieve the desired results and for its installation. Installation, training and use of the products, and consulting services, do not form part of this licence agreement. At the customer's request, a special agreement may be concluded in this regard.

15.3. The customer may use this licence to process transactions via QENTA Payment CEE for all purposes at his company regardless of the various websites or domains, as long as he is acting in his own name and in his own account, the offering is related to his normal business activities and all payments processed via the licence are invoiced under a single designated agreement for each FSP.

Each individual means of payment is processed at the FSP per license via one agreement or one configuration set, or one account or one agreement number for each application.

If companywide usage is desired, a special agreement must be concluded.

15.4. The customer shall be entitled to load the software onto a server for use in line with the agreement. The customer is permitted to store the software on hard disks and to reproduce it as part of the correct implementation of the application. The customer shall also be entitled to produce the required number of backup copies. The reproduction of the documentation (parts) provided by QENTA Payment CEE is not permitted.

The software must only be used on computers and system configurations recommended by QENTA Payment CEE, for which the software has been specifically developed. Usage in other system environments can modify the properties and functionality of the software and for this reason is not permitted. The customer shall not be entitled – including for troubleshooting purposes – to translate, modify or edit the software, to decompile, reverse engineer or disassemble the software.

15.5. If the customer requires information on creating interoperability of the software with other independently created computer programs, an enquiry to this effect shall be sent to QENTA Payment CEE initially. QENTA Payment CEE reserves the right to provide the customer with the necessary information. The regulations of copyright law shall remain unaffected.

The rental or any other circulation of the software either for a fee or free of charge is not permitted.

15.6. In case of breach of confidentiality, the offending party shall pay the other party a penalty in the amount of the last six months of the contract fee due; this is regardless of any additional claims for damages.

16. Special regulations on maintenance and support services (hereinafter referred to as MaS)

16.1. The contractual MaS consists of QENTA Payment CEE providing the customer with software modifications (updates) as a result of technological changes and developments as well as due to changes in statutory requirements and supporting the customer in solving problems that may arise in implementing or using QENTA products or their functionality. These MaS services are normally provided using remote communication methods. QENTA Payment CEE shall decide at its sole discretion when modifying the software when and to what extent these types of MaS services are carried out and shall not be required to make any changes immediately.

QENTA Payment CEE shall respond with appropriate actions within a reasonable timeframe.

These services are provided by QENTA Payment CEE as part of the individual agreement concluded and represent paid for and free services. If the services are to be provided for a fee under a separate agreement (not covered by the individual agreement), the customer shall be alerted to this in advance.

16.2. Only products published by QENTA Payment CEE, correctly licensed and unmodified can be supported by MaS. Products from third parties such as compilers, runtimes and other tools,

add-ons or modifications by third-party companies, etc. cannot be supported. Errors which limit usage of the program to an objectively unacceptable degree, so that correction cannot be anticipated until the next scheduled program version, shall be corrected at the discretion of QENTA Payment CEE in the current program version or are compensated for by an acceptable workaround or an alternative solution. Following receipt of error notifications, QENTA Payment CEE shall immediately begin corrective procedures and provide to the customer following completion of this error correction work, the result of which will be made available to the customer.

16.3. The MaS shall normally only be provided individually during opening hours. QENTA Payment CEE shall also provide MaS that represents a collective system monitoring and recommissioning around the clock.

16.4. With custom solutions or implementation tools such as plugins provided to the customer by QENTA Payment CEE, these shall not be entitled to MaS, so that any disadvantages (particularly the impossibility to upgrade, customization, etc.) cannot be undertaken by QENTA Payment CEE.

17. Severability clause

17.1. If any provision of the terms and conditions of business, as well as the contractual relationship, becomes invalid or void, this shall not affect the validity of the remaining provisions.

17.2. In place of ineffective regulations, provisions that approximate the economic purpose of the invalid provision as closely as possible shall automatically apply. Particular emphasis shall be placed on the meaning and purpose of the agreement.

18. Legal validity

18.1. The concluded individual agreements as well as these general terms and conditions shall apply primarily to this contractual relationship. QENTA Payment CEE concludes their contracts solely on the basis of these general terms and conditions. The Austrian General Civil Code and Austrian Commercial Code apply with second-level priority. Where necessary due to legislative changes or changes to the contractual conditions or specifications of the contractual partners or QENTA Payment CEE, a change to these terms and conditions required from a technical, economic or legal point of view, QENTA Payment CEE shall be entitled to amend the terms and conditions to the degree that is strictly necessary. The customer shall provide his consent in this respect in advance. The change shall become legally effective upon announcement of the new terms and conditions by QENTA Payment CEE.

The application of Austrian law is expressly agreed that with the exception of reference standards (e.g. PILA, intergovernmental agreements, the Rome Convention, etc.). The application of UN Sales Law is expressly excluded.

19. Succession

19.1. All contract provisions shall be imposed on the part of the contractor to individual and / or universal legal successors.

20. Language

20.1. The contractual, sales and commercial language shall be German. If in the course of a business process, documents are written in a language other than German, the German formulation shall always take precedence in the event of doubt.



GENERAL TERMS AND CONDITIONS OF BUSINESS

of QENTA Payment CEE GmbH
(hereinafter referred to as QENTA
Payment CEE)

21. Place of fulfilment and jurisdiction

21.1. The place of fulfilment shall be QENTA Payment CEE headquarters. The jurisdiction for all disputes arising from this contractual relationship shall be the Landesgericht for ZRS Graz.

General terms and conditions of business of

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