



**TERMS AND CONDITIONS FOR  
PAYMENT ACCEPTANCE AND SETTLEMENT**

v1.4 as of 01/08/2022

Object of the Contract and Terms and Conditions for Payment Acceptance .....2  
    Object of the Contract .....2  
[A] General Provisions .....2  
    [1] Submission Principles and Authorisation .....2  
    [2] Service Fees and Other Fees.....3  
    [3] Settlements, Lien, Provision and Increase of Collateral .....3  
    [4] Card Association Requirements, Use of Third Parties by the Contracting Party .....5  
    [5] Consent regarding Data Protection, Other Reporting Obligations (PCI).....5  
    [6] Credit Entries, Cancellations .....6  
    [7] Cardholder Complaints.....7  
    [8] Acceptance Information.....7  
    [9] Information Disclosure Obligations.....7  
    [10] Liability, Claims for Damages .....8  
    [11] Term, Termination and Payment of Damages.....8  
    [12] Compliance with Statutory and Regulatory Provisions .....10  
    [13] Waiver of Statutory Provisions .....10  
    [14] Miscellaneous.....11  
[B] Special Terms and Conditions for the Acceptance and Settlement of Credit and Debit Cards with Physical  
Presentation of the Card .....11  
    [1] Card Acceptance Terms and Conditions .....11  
    [2] Authorisation at POS .....12  
    [3] Submission Principles .....13  
    [4] Reclaiming Payment .....13  
[C] Special Terms and Conditions for the Acceptance and Settlement of Credit and Debit Card Data Transmitted in  
Writing, by Telephone or Online .....14  
    [1] Card Acceptance Terms and Conditions .....14  
    [2] Reclaiming Payment .....14  
    [3] Additional Security Requirements regarding Online Payments .....15  
    [4] Other Contracting Party Obligations .....16  
[D] Additional Sector-Specific Terms.....16  
    1 - Hotels .....16  
    2 - Car Rental Companies .....17  
    3 - Ticketing and Voucher Companies .....17  
    4 - Self-Service Terminals .....17  
[E] Special Terms and Conditions for Contactless Payments .....17  
    [1] Scope .....17  
    [2] Submission Principles and Authorisation .....17  
    [3] Other Contracting Party Obligations .....18



## Object of the Contract and Terms and Conditions for Payment Acceptance

### Object of the Contract

These terms and conditions (hereinafter also referred to as “terms“, “agreement“, “contract“) by

**SnapSwap International S.A.**, registered office - 9, Rue du Laboratoire, L - 1911, Luxembourg - an electronic money institution authorized by the Commission de Surveillance du Secteur Financier (hereinafter referred as “SnapSwap“), in the capacity of Payment Facilitator,

and

the **Contracting Party** (hereinafter - “Contracting Party“) is an entrepreneur/ merchant subject to the e-comm industry standards, who accepted these terms and set them binding for a particular relationship with SnapSwap.

The Contracting Party appoints SnapSwap to process payment orders issued using respective payment instruments (hereinafter referred to as “Card” or “Cards“) and to settle these with the Contracting Party.

“Cards” as defined herein also include card data stored on another medium (e.g. smartphone). Irrespective of the customer’s payment order, based on a separate contractual payment obligation SnapSwap shall pay card revenue submitted by the Contracting Party under the following conditions. These terms govern the settlement of card transactions in both card-present and card-not-present transactions.

[–] This Contract only has legal effect if the acquirer supports the Contracting Party’s payment acceptance. By any means, the acquirer, considering and detecting any fraudulent activity in respect of the Contracting Party’s payments, is entitled to initiate the termination of the relationship between SnapSwap and the Contracting Party leading to the subsequent termination of the entire Contract.

[–] During the whole term of this Contract the customer’s dispute rights remain exclusively entitled according to the payment scheme rules, and the Contracting Party obliges not to limit them by any means. Any statements, rights and claims of the Contracting Party of the opposite shall be null and void.

## [A] General Provisions

### [1] Submission Principles and Authorisation

1.1 Under these terms, the Contracting Party is entitled to accept all cards of the agreed type (e.g. corporate or consumer credit cards) for cashless payment settlement. The Contracting Party shall submit for settlement exclusively to SnapSwap all payment orders issued in its business operations using credit and debit cards accepted and submitted under the terms of this agreement when a card is presented.

1.2 Should a cardholder opt for cashless payment settlement using their card, the Contracting Party must accept it under the terms hereof, provided that acceptance of that card type has been agreed between SnapSwap and the Contracting Party. Card acceptance must not be made conditional on a minimum transaction amount. No surcharge may be imposed for accepting a card.

1.3 Under the terms of this agreement, the Contracting Party is entitled to accept and submit payment orders exclusively within the European Economic Area (EEA) and Switzerland.

1.4 The Contracting Party shall explicitly designate all reserved card transactions as reservations before submission to SnapSwap. Where a card transaction and/or authorisation is not explicitly designated as a “reservation”, it shall be treated as a “final authorisation”. The Contracting Party shall immediately cancel reservations if no card transaction is booked after such a reservation. If a reservation is made, the Contracting Party shall furthermore inform the cardholder of the amount the Contracting Party has reserved on their card and shall obtain their consent thereto. The cardholder’s consent must also be obtained if the Contracting Party subsequently increases the amount of the



reservation. The Contracting Party shall submit reservations as a final authorisation within the deadlines specified by the card associations for each card product or type of transaction.

1.5 Where a transaction/authorisation with a Mastercard card is not designated as a reservation despite meeting the following requirements for a reservation, the Contracting Party shall pay SnapSwap an additional fee for that card transaction ("Mastercard Processing Integrity Fee") in accordance with the applicable schedule of fees and services. The requirements for a reservation as defined herein are as follows:

a) Booking later than three working days after obtaining authorisation

and/or

b) authorisation and clearing amount do not match and/or

c) authorisation and clearing currency do not match.

Furthermore, the Contracting Party shall pay SnapSwap the Mastercard Processing Integrity Fee if the Contracting Party cancels a transaction/authorisation that is not explicitly designated as a reservation. The reason for the cancellation is irrelevant in this case.

1.6 A cardholder's card data may only be saved in a secure, PCI-certified environment and only with the cardholder's express consent. The cardholder's consent ("consent agreement") must contain the following elements: Confirmation of the saved card number (PCI compliant, e.g. by reducing the number to the last four digits), the reason for using the card data, the agreement term and confirmation by the Contracting Party that all changes will be communicated to the cardholder via an agreed means of communication. The Contracting Party must in advance provide information and obtain the cardholder's consent on the following points: Cancellation and return conditions, registered office of the Contracting Party, transaction amount and currency or the description of how the transaction amount is determined. Where surcharging is allowed on an exceptional basis, e.g. by an express legal condition, confirmation of

the surcharge levied. Transactions may only be initiated for the purposes stated in the "consent agreement".

1.7 The issuing of an authorisation number does not restrict SnapSwap's chargeback rights, because when it obtains an authorisation number from the card issuer, SnapSwap can only check the credit limit on the card and whether the card number has been blocked due to card loss or theft.

The form and contents of data transmissions are specified in data protocols of the card settlement companies and determined on that basis. These must be complied with by the Contracting Party. At its own expense, the Contracting Party must immediately implement any amendments to the above-mentioned data protocols made by the card settlement companies at the request of payment system operators (card associations).

1.8 The Contracting Party is not entitled to assign its claims against SnapSwap to third parties without the prior written consent of SnapSwap.

## **[2] Service Fees and Other Fees**

By accepting these terms and conditions you irrevocably accept relevant Fees as displayed within the relevant section of the service designated website.

## **[3] Settlements, Lien, Provision and Increase of Collateral**

3.1 Under the terms of this agreement, and irrespective of the cardholder's payment orders, SnapSwap shall pay the Contracting Party a sum equal to the total card revenue submitted minus the agreed service fee and any applicable charges. Such payment shall not constitute any acknowledgment by SnapSwap of any legal obligation to reimburse card revenue submitted by the Contracting Party. In exchange for such settlement, the Contracting Party assigns to SnapSwap its claim against the cardholder for the underlying transaction. The assignment shall take effect on receipt of the card transaction data by SnapSwap. SnapSwap shall accept the assignment. After processing the card transaction data submitted by the Contracting Party, SnapSwap shall credit it to the Contracting



Party's account subject to the SnapSwap settlement schedules. The complete data sets or sales slips received by SnapSwap along with the card revenue shall be allocated for payment to the bank account indicated by the Contracting Party within the payment period agreed with the Contracting Party.

3.2 If the reference date or the payout date does not fall on a banking day, the payment period shall begin on the next banking day. For the purposes of the payment and settlement periods under this agreement, "days" shall always refer to banking days.

3.3 SnapSwap shall credit the proceeds of settled card revenue received from the card issuers to the SnapSwap custodial account at a Luxembourg electronic money institution on behalf of the Contracting Party. SnapSwap shall ensure that payment amounts received as per the first sentence are not mixed with their own money. SnapSwap is authorised to take any fees and interest from the custodial account for the benefit of the Contracting Party.

3.4 In the case of

- a) repeated complaints from cardholders;
- b) repeated use of counterfeit or stolen cards in the Contracting Party's business operations;
- c) well-founded suspicion that total billing amounts have been divided into several smaller amounts;
- d) non-compliance with these terms;
- e) to secure its own future claims against the Contracting Party for chargeback of sales transactions or
- f) non-performance due to insolvency or cessation of activity by the Contracting Party, SnapSwap is entitled to credit the submitted card revenue to the Contracting Party,

only after chargeback periods defined by the card associations have expired and to assert its right of retention.

3.5 The Contracting Party grants SnapSwap a legal right of lien over all the Contracting Party's present and future claims against SnapSwap arising under these terms to secure all existing, future and conditional claims by SnapSwap against the Contracting Party under this contract, particularly payment claims from chargebacks and including any penalties levied by card associations. SnapSwap hereby accepts this lien.

3.6 SnapSwap is entitled to require the Contracting Party to provide or raise appropriate collateral in the form of bank guarantees or rolling reserves to secure all existing, future and conditional claims. The Contracting Party shall immediately comply with any such request from SnapSwap. If SnapSwap did not ask for collateral to be provided or raised when the contract was signed, it can still require collateral to be posted during the term of the contract if circumstances that justify classifying the claims in a higher risk category only occur or become known to SnapSwap during the term of the contract. Such circumstances shall in particular include cases where

- a) SnapSwap becomes aware of serious adverse circumstances affecting the Contracting Party, its owner or shareholders,
- b) there is or is likely to be a substantial deterioration in the Contracting Party's financial position or its financial position does not seem secure,
- c) the value of the existing collateral has fallen or is likely to fall.

3.7 The Contracting Party is only entitled to submit card revenue in the currency agreed with SnapSwap, and this card revenue must be in the same currency as that used or selected by the respective cardholder when placing the order or making the purchase. SnapSwap shall settle card revenue in the settlement currency agreed with SnapSwap. JCB and UnionPay card revenue must be submitted and settled in the same currency for both cards. The exchange rate for currency conversions is determined based on the current SnapSwap schedule of fees and services.

3.8 Unless otherwise agreed in writing, SnapSwap shall provide the Contracting Party



with a record of the card revenue submitted and the fee payable, either on the account statement showing which card revenue has been credited or separately in hard copy or electronic form (as a PDF or Excel file). Diners Club/Discover card revenue shall be consolidated before being documented. The Contracting Party must check the accuracy and completeness of the transaction records and statements immediately after receipt. Objections concerning inaccurate or incomplete sales figures or bills issued must be raised by the Contracting Party in writing within four weeks of receipt. The deadline applies to the date the objection is sent. If the Contracting Party does not raise objections in a timely fashion, the record shall be deemed accepted. SnapSwap shall expressly draw attention to this consequence.

3.9 Unless otherwise agreed, information on payment transactions effected under Regulation (EU) 2015/751 (Art. 12(1)) shall be provided to the Contracting Party on a monthly basis digitally for a three-month period. After this period, the information shall be deleted and can no longer be provided to the Contracting Party.

#### **[4] Card Association Requirements, Use of Third Parties by the Contracting Party**

4.1 After having been sent the card associations' regulations and/or procedural rules and/or other requirements – in particular with respect to the authorisation and submission of card revenue, the Contracting Party shall comply with and implement them within the reasonable period specified by SnapSwap, Mastercard, Visa or another card association. The Contracting Party shall in particular comply with the information provided by card associations on products and services that are illegal and therefore may not be paid for using card association products.

The Contracting Party shall bear any costs it incurs in complying with and implementing the card associations' regulations and/or procedural rules and/or other requirements. SnapSwap shall advise the Contracting Party accordingly where necessary.

The Contracting Party shall reimburse all expenses incurred by SnapSwap that SnapSwap deemed necessary to implement this Contract. These include any penalties imposed on SnapSwap by acquirer, Mastercard, Visa and/or

any other card association or any other damages arising in connection with the implementation of this Contract.

Where an expense is incurred due to culpable behaviour on the part of SnapSwap, there shall be no reimbursement of expenses.

SnapSwap is entitled to require the Contracting Party to temporarily suspend the submission of card revenue, particularly where acquirer, Mastercard, Visa or another card association requests that acceptance be suspended.

4.2 SnapSwap is obliged, with respect to the card associations and acquirer, to obtain undertakings from or enter into agreements with businesses used by the Contracting Party to support the processing of payment transactions ("payment service providers"), in order to ensure the application of card association rules in the processing of card transactions and which contain the obligations of the payment service providers and give SnapSwap the right to conduct audits and perform checks. Therefore, in connection with the settlement of payment transactions, SnapSwap shall only procure services from payment service providers that have given such undertakings to SnapSwap or have entered into such agreements with SnapSwap. On request, SnapSwap shall provide the Contracting Party with templates for the undertaking or contractual arrangements to be forwarded to the payment service providers. Where a payment service provider appointed by the Contracting Party creates payment obligations for SnapSwap vis-à-vis the card associations due to non-compliance with card association requirements (payment of damages, contractual penalties), the Contracting Party must indemnify SnapSwap against these payment obligations.

#### **[5] Consent regarding Data Protection, Other Reporting Obligations (PCI)**

5.1 Both Contracting Parties shall comply with the relevant data protection regulations and provisions. Furthermore, the Contracting Parties shall protect collected and stored cardholder data against unauthorised access by third parties and shall only use the data for the performance of the contract. The Contracting Party agrees that, in order to provide its services, SnapSwap can



forward the Contracting Party's master data and transaction data to its card processor and can forward transaction data to card associations outside Europe, provided that this is necessary to settle card transactions, to protect the legitimate interests of SnapSwap and the card associations, and that the legitimate interests of the Contracting Party are not adversely affected. The Contracting Party further agrees that SnapSwap uses credit agencies and forwards Contracting Party data to such agencies for this purpose and checks this data against card association data banks to prevent fraud. SnapSwap collects or use probability values calculated using address data to decide whether to establish, implement or terminate the contractual relationship.

5.2 Furthermore, the Contracting Party shall protect collected and stored cardholder data against unauthorised access by third parties and shall only forward this data to authorized third parties for the performance of the contract. The Contracting Party shall also register with SnapSwap in accordance with the requirements of the Mastercard Site Data Protection (SDP) and Visa Account Information Security (AIS) programs set up by the card associations Mastercard and Visa according to the Payment Card Industry Data Security Standard (PCI DSS) to protect against attacks and to prevent card data from being compromised; where specific transaction volumes are exceeded, the Contracting Party shall, at SnapSwap's request, become certified in line with Mastercard and Visa requirements and provide SnapSwap with a copy of the certificate on an annual basis. Moreover, the Contracting Party shall only submit card revenue to SnapSwap via a PCI-certified service provider or PCI- certified software.

5.3 The Contracting Party shall provide data processing information aimed at cardholders in the check-out area, on its website at appropriate locations or – in the case of mail or telephone orders – together with the order execution.

5.4 The data read from the card chip or magnetic strip and card data provided by customers in writing, by telephone or online must not be stored on the Contracting Party's own systems once authorisation has been given. In connection with card settlement with SnapSwap, the Contracting Party shall only avail of the services of third parties where these parties meet card association

requirements, particularly the PCI standards, and undertake to comply with these PCI standards. The Contracting Party shall indemnify SnapSwap against claims for damages and contractual penalties imposed on SnapSwap by acquirer, Mastercard, Visa or other third parties due to non-registration and/or non-certification in line with the PCI-DSS standard or due to any successful (or unsuccessful) attempts to compromise card data at the Contracting Party's business.

5.5 The Contracting Party is required to treat as confidential any passwords forwarded to it. It is required to immediately inform SnapSwap of any unauthorised attempts to access its card IT systems or of any suspicion that card data may have been compromised and to take the necessary measures in consultation with SnapSwap. If a card association reports suspicion that data has been compromised, the Contracting Party is required to immediately inform SnapSwap and to appoint an audit company approved by the card association to conduct a forensic investigation and draw up a PCI audit report. This investigation will involve checking whether the PCI standards were met by the Contracting Party and whether third parties have accessed card data in the Contracting Party's systems or those of companies appointed by it. Once the audit report is drawn up, the Contracting Party must immediately rectify any and all security defects and send SnapSwap a project plan for achieving PCI-DSS compliance. The Contracting Party shall bear the audit costs. Where SnapSwap deems the measures insufficient, SnapSwap is entitled to terminate the contract on exceptional grounds with four weeks' notice to month-end.

## **[6] Credit Entries, Cancellations**

6.1 The Contracting Party shall only reimburse card revenue from canceled transactions by means of an instruction to SnapSwap to credit the amount to the cardholder's account. SnapSwap shall credit the amount to the cardholder and debit the Contracting Party by that amount. SnapSwap is entitled to retain the service fee for the original debit transaction (plus the interchange and card scheme fees). The Contracting Party is not entitled to request a credit entry if it has not submitted the corresponding card transaction in advance to SnapSwap for settlement or there is no revenue



underlying the card transaction submitted. SnapSwap is only required to make reimbursements within six months of the card transaction being submitted.

6.2 If an EMV-certified POS terminal or an EMV-certified checkout system is used (hereinafter also referred to collectively as “terminal”), an electronic credit record must be generated in accordance with the operating instructions of the device and submitted to SnapSwap within two days of submitting the credit entry. At the same time, a credit slip with the card data and credit amount shall be issued, signed by the cashier and the original handed to the cardholder.

6.3 If the checkout has no terminal or if an electronic credit record cannot be issued for technical reasons, the credit entry can be documented by issuing and submitting a credit slip, while giving the original to the cardholder. The Contracting Party’s checkout personnel must fully complete and sign the credit slip. The slip must be submitted to SnapSwap within ten working days after issue. However, if a hard-copy credit slip is submitted, the card issuer may chargeback the card transaction on this ground only. The Contracting Party bears the risk of chargeback on this ground.

6.4 If ePayment software is used and a card transaction is cancelled, the Contracting Party shall issue an electronic credit entry to the cardholder’s card using the relevant software.

## **[7] Cardholder Complaints**

Cardholder complaints and claims in relation to the services provided in the underlying transaction shall be settled directly by the Contracting Party with the cardholder.

## **[8] Acceptance Information**

Depending on the accepted payment methods or card types of the card associations, the Contracting Party is required to display the corresponding acceptance marks provided by SnapSwap and the authentication procedure marks in a prominent location at the checkout area and/or on its payment website, in the catalogue or in other media. Furthermore, the Contracting Party shall clearly and unequivocally

inform cardholders at the above-mentioned appropriate locations if it does not accept specific card types issued by a card association.

## **[9] Information Disclosure Obligations**

9.1 The Contracting Party shall immediately inform SnapSwap in writing of any changes to the data provided by it in the service agreement. This applies in particular to

- a) changes to the legal form or company name;
- b) changes of address and/or bank account details;
- c) change in location of the business operations at which the services underlying the card transactions submitted are provided;
- d) the sale or lease of the company, other change of ownership and/or closure of the business;
- e) the transfer of the Contracting Party’s shares or those of its direct or indirect shareholders or other measures with a similar economic effect that result in a change of control at the Contracting Party or its direct or indirect shareholders, in particular where individual shareholders hold more than 25% of the shares or voting rights in the Contracting Party;
- f) significant changes to the product range offered by the Contracting Party in-store or online, in the catalogue or in other media;
- g) change of payment service provider or network operator;
- h) applications for insolvency proceedings or composition proceedings.

9.2 When notified of a change of ownership by the new owner, SnapSwap is entitled to only credit the Contracting Party for card revenue submitted from that date once it has fully verified the change of ownership.

9.3 On request, the Contracting Party shall immediately forward SnapSwap the latest audited annual financial statements or other



business documentation required to assess the Contracting Party's financial position.

9.4 The Contracting Party is liable to SnapSwap for damages arising from its culpable breach of these information disclosure obligations.

9.5 Under money laundering regulations, SnapSwap is required to obtain information on the Contracting Party. The Contracting Party shall duly provide SnapSwap with the information requested fully and accurately, to cooperate with SnapSwap or third parties in the collection of this data and to immediately inform SnapSwap of any changes to this information.

9.6 The Contracting Party agrees that SnapSwap can forward the Contracting Party's company name to Mastercard, Visa and/or another card association or service provider to check for previous breaches of contract with other card settlement companies and to mitigate the relevant risks. This consent also applies where the contract is terminated by SnapSwap due to breach of contract on the part of the Contracting Party.

## **[10] Liability, Claims for Damages**

10.1 SnapSwap and its legal representatives or agents shall only be held liable if they are in breach of essential contractual obligations (key obligations), or in cases of personal injury or damage for which SnapSwap is responsible under mandatory statutory provisions, unless the damage is attributable to grossly negligent or intentional breach of contractual obligations by SnapSwap, its legal representatives or agents.

10.2 Where essential contractual obligations as defined above are breached due to inadvertent negligence, SnapSwap's liability shall be limited to EUR 10,000 per instance and a total of EUR 50,000 per calendar year. This limitation of liability also applies in the event of grossly negligent breach of contractual obligations by agents that are not legal representatives or senior executives of SnapSwap.

10.3 By all means SnapSwap's liability is limited to damage caused directly by SnapSwap that is generally and typically foreseeable in such cases. There is no liability for lost profits in any case.

10.4 SnapSwap's liability for damages arising due to failure to execute a payment order or incorrect or delayed execution of payment is limited to EUR 12,500. This does not apply to wilful intent and gross negligence, damages for interest and risks specifically assumed by SnapSwap.

10.5 The Contracting Party is liable to SnapSwap for damages arising due to the culpable compromising of card data, due to culpable breach of contract or breach of card association requirements on the part of the Contracting Party; (contractual) penalties imposed by acquirer, Mastercard, Visa or another card association in connection with breach of contract are also deemed damage.

## **[11] Term, Termination and Payment of Damages**

11.1 The agreement comes into effect when these terms are accepted by the Contracting Party.

11.2 The agreement term for card-present transactions is 60 months. The agreement term for card-not-present transactions is 12 months. Each agreement can be terminated at the earliest at the end of the contract subject to six months' notice. Otherwise, the term is extended for an indefinite period. It can be terminated at the end of any calendar year subject to six months' notice. Each agreement can be terminated at any time by SnapSwap without notice if SnapSwap becomes aware of terms breach or of any other negative facts concerning the Contracting Party, its owners or senior executives. Termination must always be notified in writing but not via telecommunications (fax or email).

11.3 This does not affect the right to terminate without notice for good cause. Good cause for termination without notice by SnapSwap shall include in particular where

a) SnapSwap becomes aware of significant adverse circumstances regarding the Contracting Party or its owners which would make it unreasonable for SnapSwap to honour the contract. Such circumstances shall include a situation where the Contracting Party has provided incorrect information in the contract, if



there is or is likely to be a significant deterioration in its financial position (for example due to an (impending) application for insolvency proceedings or composition proceedings, direct debit returns due to insufficient funds, negative financial reports), its financial position does not seem secured or where it is in culpable breach of its information disclosure obligations under the terms of this agreement,

b) the Contracting Party has not submitted any card revenue for settlement within six months of concluding the contract,

c) the Contracting Party submits card not present transactions effected without physical presentation of a credit card without having concluded a corresponding service agreement for card not present transactions,

d) the Contracting Party is in arrears with the settlement of payables due to SnapSwap despite having received a grace period and having been threatened with termination of the contract,

e) the Contracting Party submits card revenue from third parties for settlement or submits card revenue for goods or services that are not covered by its business purpose, price segment or categories of goods and services stated by it,

f) SnapSwap tells the Contracting Party that the service fee agreed in the discount model is insufficient to cover the interchange, card scheme fee and processing costs arising due to the settlement of the Contracting Party's card revenue, and the Contracting Party does not agree to an adjustment within two weeks of receiving the cost calculations and SnapSwap's request for an adjustment,

g) the amount or number of card transactions charged back to the Contracting Party in a calendar week or a calendar month exceeds (1%) of the total amount or number of card transactions submitted by the Contracting Party during that period, the total amount of card transactions charged back to the Contracting Party over one month exceeds EUR 5,000 or the ratio of monthly transactions submitted with stolen, lost or counterfeit cards to the monthly revenue submitted with cards that are not stolen, lost or counterfeit exceeds 1%,

h) the Contracting Party repeatedly makes credit entries without submitting any transactions or making any sales, or the total amount and number of credit entries made by the Contracting Party in a calendar week and/or a calendar month is at least 30% of the total card transactions submitted for settlement,

i) the amount and number of authorisation requests made by the Contracting Party and rejected by SnapSwap in a calendar week and/or a calendar month amount to 10% of overall authorisation requests made in this period,

j) the Contracting Party repeatedly requests or obvious intends to repeatedly request the authorisation of card transactions for which the Contracting Party has no acceptance entitlement,

k) the Contracting Party has repeatedly failed to comply with the settlement terms,

l) the Contracting Party is in serious and/or repeated breach of its obligations under the agreement, making it unreasonable for SnapSwap to honour the contract,

m) the Contracting Party does not comply with SnapSwap's request to register in accordance with the PCI DSS requirements,

n) the Contracting Party does not comply with its information disclosure obligations,

o) the Contracting Party is not (or no longer) in possession of the licences, approvals and/or other permits necessary for its business operations and/or it has these withdrawn and/or refused for any reason,

p) the Contracting Party's shares or those of its direct or indirect shareholders are (fully or partially) transferred or other measures with a similar economic effect are taken resulting in a change of control at the Contracting Party or its direct or indirect shareholders,

q) acquirer, Mastercard, Visa or another card association requests that SnapSwap suspend card acceptance for the Contracting Party for good cause,



r) the Contracting Party transfers its registered office abroad or transfers its bank account to a bank outside the European Economic Area or Switzerland,

s) the Contracting Party does not comply with its obligation to provide, maintain or renew bank guarantees or under another agreement within a reasonable deadline set by SnapSwap,

t) when using a POS terminal/POS checkout system, the Contracting Party repeatedly fails to submit sales slips signed by the cardholder despite being asked to do so by SnapSwap or fails to submit these within the deadline set by SnapSwap,

u) the Contracting Party fails to comply with SnapSwap's request to install an EMV-certified POS terminal/POS checkout system in good time,

v) the Contracting Party changes its product range to the extent that it would be unreasonable for SnapSwap to continue the contractual relationship, even with due regard to the legitimate interests of the Contracting Party,

w) when the contract was concluded, the Contracting Party gave false information on its business operations or on the goods or services offered by it, in particular where it did not indicate that these included erotica, third-party gambling revenue, mail-order sales of medication or tobacco products or other goods or services that are illegal or unethical under the laws of any EEA country or the country to which they are delivered, did not notify SnapSwap of subsequent changes to its product range or business purpose in advance in writing, or continues to submit card revenue for settlement from this product range or business purpose despite not being approved to do so,

x) the Contracting Party does not comply in a timely manner with SnapSwap's request to implement the current card association / payment method procedures,

y) the Contracting Party does not meet the security requirements regarding online payments.

11.4 At the end of the contract, the Contracting Party shall remove all references to card acceptance, unless the Contracting Party is otherwise entitled to retain them.

11.5 The Parties also agree that the Contracting Party shall submit card revenue made in its business operations exclusively to SnapSwap for settlement throughout the agreed Contract term. Where the Contracting Party does not submit such card revenue to SnapSwap for settlement or does not do so to SnapSwap exclusively, SnapSwap is entitled to terminate the contract on exceptional grounds and/or to invoice the Contracting Party for lump-sum compensation in this regard. This lump-sum compensation claim is calculated by multiplying the monthly service fee levied for the last 12 months (or six months where the contract term has not yet been in effect for 12 months), less expenses not incurred by SnapSwap, by the remaining term (i.e. the number of days between the last submission to SnapSwap and the contract term actually agreed). There shall be no claim to lump-sum compensation where the Contracting Party can show that a claim for this amount is not justified. Regardless of the enforcement of a claim for lump-sum compensation, SnapSwap is entitled to assert a claim for damages actually incurred and for other damages, by applying the lump-sum compensation allowance where applicable.

## **[12] Compliance with Statutory and Regulatory Provisions**

The Contracting Party is required to comply with all relevant laws and (regulatory) provisions. The Contracting Party hereby warrants to SnapSwap that it has all the licences, approvals and/or other permits necessary for its business operations and that it shall maintain legal ownership thereof throughout the contract term. The Contracting Party shall immediately inform SnapSwap in writing but not via telecommunications (fax or email) if any such licence, approval or permit is withdrawn, refused and/or not renewed for any reason.

## **[13] Waiver of Statutory Provisions**

Contracting Party claims and objections against SnapSwap regarding any incorrect payment transaction are excluded if the Contracting Party has not notified SnapSwap within 6 months at the



latest of the date on which a debit with an unauthorised or incorrect payment transaction was made.

## **[14] Miscellaneous**

14.1 References to other provisions relate to these Terms and Conditions unless other provisions are specifically indicated.

14.2 Any amendments or additions to these Terms and Conditions or to the underlying Contract must be in writing in order to be valid. This also applies to any agreement to revoke this written form requirement.

14.3 Should one of the provisions hereof be or become invalid, this shall not affect the validity of the other provisions. The Parties are bound to replace the invalid provision with a valid provision which comes as close as possible to the original economic intent.

14.4 SnapSwap can amend or supplement the Terms and Conditions provided it informs the Contracting Party in writing. Amendments or additions shall be deemed acknowledged by the Contracting Party if it has not objected thereto within six weeks of receipt of the written notification. SnapSwap shall expressly draw the Contracting Party's attention to these consequences when the notification is sent. Objections sent within the six-week period shall be deemed to meet this deadline. If the Contracting Party exercises its right to object, the amendments to the legal relationship between the Contracting Party and SnapSwap shall be dropped and SnapSwap shall be entitled to terminate this service agreement on exceptional grounds subject to two months' notice. This right to terminate expires within three months of receipt of the Contracting Party's objection.

14.5 The Contracting Party is not entitled to assign claims against SnapSwap to third parties without the prior written consent of SnapSwap.

14.6 For the dispute resolution procedure the Parties agree that SnapSwap shall respond to any Contracting Party complaints via email.

14.8 The Contract is subject to the laws of Luxembourg being sole place of jurisdiction for all

legal disputes arising from this contractual relationship.

## **[B] Special Terms and Conditions for the Acceptance and Settlement of Credit and Debit Cards with Physical Presentation of the Card**

### **[1] Card Acceptance Terms and Conditions**

The Contracting Party is not authorised to accept the card for cashless payment settlement or to submit card revenue to SnapSwap for settlement where

a) the customer does not physically present the card but seeks to transmit or has transmitted the card data to the Contracting Party in writing (e.g. by fax or postcard), by telephone, email or online, unless the Contracting Party has concluded a separate written contract with SnapSwap to this effect,

b) the Contracting Party's claim against the cardholder is not established as part of its own business operations but as part of those of a third party, or does not relate to a service provided on their own account to the cardholder,

c) the transaction to be settled does not come under the business purpose and goods, product or service segment indicated by the Contracting Party in this Contract, in its voluntary disclosures or in other statements,

d) the claim to be settled relates to an illegal or unethical transaction under the laws applicable to the legal transaction with the cardholder,

e) given the circumstances in which the card was presented, the Contracting Party should have had doubts as to the customer's entitlement to use the card. Such doubts should arise in particular:

aa. where the total amount of the card transaction is split at the cardholder's request or is to be split across several credit cards,

bb. where the cardholder, when presenting the card, has already signalled potential problems with acceptance.



SnapSwap is entitled to amend or supplement the terms and conditions specified under Section B by written notification to the Contracting Party subject to four weeks' notice if SnapSwap has to make such amendments due to potential fraudulent practices, changes to legal provisions or corresponding requirements of Mastercard Europe/Inc. (hereinafter referred to collectively as "Mastercard"), Visa Europe/Inc. (hereinafter referred to collectively as "Visa"), acquirer or another card association.

## **[2] Authorisation at POS**

2.1 The Contracting Party shall transmit authorisation requests regarding card transactions electronically to SnapSwap using a contactless-enabled and EMV- certified POS terminal or a contactless-enabled and EMV-certified checkout system (hereinafter referred to collectively as just "terminal"). The terminal must meet card association security requirements, have card association approval and in particular be PCI-certified and able to process contactless transactions in accordance with the Special Terms and Conditions on Contactless Payment. The Contracting Party shall instruct its network operator accordingly. As part of the authorisation process, the Contracting Party shall read the chip card, where applicable, using the chip reader on the terminal. Unless otherwise agreed in writing with SnapSwap, the Contracting Party is required to immediately request online electronic authorisation for every card transaction, regardless of amount, via the SnapSwap terminal (zero-euro limit). If a chip card is presented, offline authorisation is also permitted if, following the successful reading of the chip, the cardholder is requested by a message in the terminal display to enter a personal identification number (PIN) and payment is confirmed after the PIN has been entered. The magnetic strip on the card should only be read by the terminal if the chip on the card is faulty or the card has no chip; all the data from the magnetic strip shall be sent to SnapSwap.

2.2 Card data may only be entered into the terminal manually to obtain authorisation in the event of an operating fault . In this case, the Contracting Party is not obliged to accept the card.

2.3 Once a terminal is installed in a checkout area, the Contracting Party shall notify

SnapSwap accordingly and provide SnapSwap with the terminal ID number to allow SnapSwap to initialise the terminal and approve it for card processing.

2.4 If for technical reasons the terminal, the connection to SnapSwap or the SnapSwap data centre should malfunction, making electronic authorisation requests and/or transaction data transmission impossible, the rules in on the non-electronic authorisation of card transactions shall apply to payments with Mastercard, Visa, JCB and Diners Club/Discover credit cards. If in these cases there are any chargebacks by the card issuer, the Contracting Party must prove that electronic authorisation was not possible by presenting an electronic terminal printout with an error message.

2.5 For card transactions with Maestro, Visa Electron, V PAY and UnionPay cards, the Contracting Party may only obtain online authorisation electronically by means of a terminal. These cards require the cardholder to enter a personal identification number (PIN), which is then accepted by the terminal. The authorisation procedure for UnionPay card transactions also requires the cardholder to sign the sales slip after PIN entry and approval by the terminal.

2.6 If a manual sales slip is produced, which the Contracting Party may only do in the event of a disruption to the electronic authorisation procedure, SnapSwap's payment obligation per cardholder and total billing amount for the transaction between the Contracting Party and the cardholder is limited to the maximum amount not requiring authorisation as defined in the service agreement or notified subsequently in writing (floor limit). This floor limit is variable and may be changed at any time by SnapSwap by notification to the Contracting Party, for example depending on the level of fraud in the Contracting Party's business. In certain circumstances, the floor limit may be reduced to EUR 0 per card transaction. Unless otherwise specified in the service agreement or notified in writing to the Contracting Party by SnapSwap, the floor limit is EUR 0. For Diners Club/Discover cards, the floor limit is always EUR 0.

2.7 If the total billing amount for a card transaction exceeds the agreed floor limit the Contracting



Party shall obtain authorisation for the transaction from SnapSwap by telephone before issuing the sales slip. If SnapSwap approves the authorisation, it will issue an authorisation number, which the Contracting Party must record on the sales slip. In this case, the Contracting Party must enter the number into the terminal so that an electronic sales slip can be issued. The Contracting Party may not split the total billing amount of a transaction into several billing amounts and use them to obtain authorisation separately if using a terminal nor use them to stay below the floor limit if a sales slip is being issued manually. SnapSwap is released from any obligation to pay this total billing amount if it exceeds the floor limit and SnapSwap has not authorised the total amount before it is submitted. The same applies if the Contracting Party reduces the total billing amount to below the floor limit by printing several sales slips for one billing amount.

### **[3] Submission Principles**

3.1 When a card is presented, the Contracting Party will use a terminal to read the data either from a chip on the card or from the magnetic strip, if the card has no chip. The Contracting Party shall transmit all the data for the card transaction, in particular the card number, expiry date, total billing amount in the original transaction currency and Contracting Party number, to SnapSwap electronically within two days of the transaction date, using a terminal initialised and approved by SnapSwap, unless it is authorised to use sales slips. The Contracting Party is responsible for ensuring that the card data is received by SnapSwap in full, on time and in a data set suitable for electronic processing. The Contracting Party shall electronically submit only card transactions for which it has received an authorisation number from SnapSwap, unless SnapSwap has approved another submission procedure (e.g. batch procedure) in writing.

3.2 The Contracting Party must submit all card transaction data from Maestro, Visa Electron, V PAY and UnionPay cards to SnapSwap electronically and immediately after the transaction date. Manually produced sales slips may not be submitted for Maestro, Visa Electron, V PAY or UnionPay transactions, nor may any transactions requiring the customer to enter a PIN.

3.3 Only when the terminal is malfunctioning may the Contracting Party record all credit card data and the transaction amount by taking a manual imprint of the card using a handheld imprinter and have the slip signed by the cardholder. The Contracting Party shall abide by the provisions. If the disruption to the terminal has not been rectified by close of business on the transaction date, the Contracting Party shall submit the manual sales slips to SnapSwap for settlement no later than six days after the transaction date. If the disruption has been rectified by close of business on the transaction date, the Contracting Party shall enter the card transaction data manually via the terminal and submit this electronically on the transaction date. In this case, sales slips produced manually but not submitted are to be kept with the terminal slips and presented to SnapSwap within the deadline set by SnapSwap at its request in the event of a complaint by the cardholder and/or the card issuer.

3.4 The Contracting Party must keep copies of all electronic and manually produced sales slips and all documents about the sales underlying these card transactions, in particular electronic or manually produced sales slips and till receipts or bills and the 'no refund policy' (= evidence that before the transaction was completed the customer was notified of the Contracting Party's general terms and conditions/cancellation policy), for 18 months after the respective slip or document was produced, and must promptly send SnapSwap on request, within the deadline set by SnapSwap, a copy of the sales slip and other documents so that it can examine any queries from the card issuers. This does not affect the Contracting Party's statutory storage obligations. If the Contracting Party does not send SnapSwap on request a copy of the sales slip or other documentation for a settled card transaction within the deadline set by SnapSwap, and if the transaction is charged back to SnapSwap by the card issuer as a result, SnapSwap is in turn entitled to charge this sales transaction back to the Contracting Party.

### **[4] Reclaiming Payment**

4.1 In the event of non-compliance with one or more provisions, SnapSwap is entitled to reserve their right to reclaim payment of settled card revenue within a period of 18 months from the



date of a card transaction if the card issuer has charged the transaction back to SnapSwap.

4.2 In the cases mentioned above, SnapSwap shall invoice the Contracting Party for card revenue already paid, less the service fee already paid on that card revenue by the Contracting Party, and shall offset it against the Contracting Party's other due receivables. If offsetting is not possible, the Contracting Party must pay the total immediately upon receipt of SnapSwap's invoice.

4.3 The provisions of Section B shall continue to apply for 18 months after this contract comes to an end.

## **[C] Special Terms and Conditions for the Acceptance and Settlement of Credit and Debit Card Data Transmitted in Writing, by Telephone or Online**

### **[1] Card Acceptance Terms and Conditions**

1.1 The Contracting Party is not authorised to accept card data for cashless payment settlement or to submit card transactions to SnapSwap for settlement under the following circumstances:

a) the customer's residential, delivery or billing address is not in EEA and Switzerland; if card transactions with order, delivery or billing addresses outside these countries are submitted, SnapSwap is entitled to charge back the payment of these card transactions if the legitimate cardholder, via the card issuer, disputes the right to debit the card account,

b) the Contracting Party does not use the current card association authentication procedures (currently "Verified by Visa" and "Mastercard SecureCode" (in future "Mastercard Identity Check") or "Maestro SecureCode") to transmit Mastercard, Visa or Maestro card data online and/or does not send the three-digit card security number to SnapSwap electronically when the card data is transmitted by telephone or in writing,

c) the sale to be settled was not carried out directly between the cardholder and the Contracting Party, but in a third-party business,

d) the transaction underlying the sale to be settled does not correspond to the Contracting Party's business purpose or area of business as stated in the acceptance agreement or voluntary disclosures,

e) the claim to be settled relates to illegal, unethical, violent or degrading content under the laws applicable to the legal transaction with the cardholder,

f) the Contracting Party's goods or services underlying the sale to be settled are offered for sale under domain addresses (URL) or advertising or sales channels not mentioned by the Contracting Party in the agreement or not subsequently approved by SnapSwap in writing following notification by the Contracting Party,

g) given the circumstances in which the card was presented, the Contracting Party should have had doubts as to the customer's entitlement to use the card. Such doubts should arise in particular:

aa. where the total amount of the card transaction is split at the cardholder's request or is to be split across several credit cards,

bb. where the cardholder, when presenting the card, has already signalled potential problems with acceptance.

1.2 SnapSwap is entitled to amend or supplement the conditions by written notification to the Contracting Party with four weeks' notice if SnapSwap deems this necessary due to potential misuse or to comply with changes in statutory provisions or with the requirements of acquirer, Mastercard, Visa or another card association.

### **[2] Reclaiming Payment**

2.1 In the event of non-compliance with provisions, SnapSwap is entitled to reserve its right to reclaim payment of card revenue settled within a period of 18 months from the date of a card transaction if the card issuer has charged the transaction back to SnapSwap.

2.2 Furthermore, the Contracting Party must refund any card transaction previously paid by SnapSwap if the cardholder demands that the debit to their account is canceled or refuses



payment and the cardholder declares in writing, within six months of their account being debited or the date on which the service was or should have been provided, that

a) they did not receive the goods or services at the delivery address provided by them, unless – within 14 days of being notified of the complaint by SnapSwap – the Contracting Party can provide documentation showing that the goods were delivered to the delivery address provided,

b) the goods supplied or the services provided by the Contracting Party did not match the Contracting Party's product description in terms of quality, colour, size, quantity or service, the goods were delivered in damaged condition or too late, or the services were inadequate or provided too late, unless the Contracting Party claims either that the cardholder did not return the goods or else can prove by means of appropriate documentation that the defect, the deviation or the damage either did not exist or has been rectified by replacing or repairing the goods or rectifying the service and delivering the goods or services to the cardholder again.

2.3 SnapSwap shall invoice the Contracting Party for the card transaction previously paid, less the service fee billed, and shall offset the balance against funds credited for other transactions. If offsetting is not possible, the Contracting Party must pay the total revenue charged back immediately upon receipt of SnapSwap's invoice.

2.4 The issuing of an authorisation number does not restrict SnapSwap's restitution rights, because when it obtains an authorisation number from the card issuer, SnapSwap can only check the credit limit on the card and whether the card number has been blocked due to card loss or theft. SnapSwap cannot check that the customer's name matches the name of the legitimate holder of the card presented.

2.5 If the card is accepted online, SnapSwap shall not reclaim payment of a card transaction from the Contracting Party on the grounds that the legitimate cardholder did not authorise their account to be debited if the Contracting Party can prove that it verified the card transaction using the current card association authentication procedures (currently "Mastercard SecureCode" (in future "Mastercard Identity Check") or

"Maestro SecureCode" for Mastercard and Maestro sales and "Verified by Visa" for Visa or Visa Electron sales) in accordance with Mastercard and/or Visa requirements. Payments may still be charged back if the card transaction was effected using a prepaid card.

### **[3] Additional Security Requirements regarding Online Payments**

3.1 If a Contracting Party saves, processes or transmits payment data in its usual course of business, it must implement security measures in its IT infrastructure in accordance with Section C, clauses 4.1-4.7 of Circular 4/2015 (BA) "Minimum standards for the security of online payments (MaSI)" issued by the German Financial Supervisory Authority (BaFin). The Contracting Party can find information about this BaFin circular on its website, accessible at <[www.bafin.de](http://www.bafin.de)>. For saving, processing or transmitting contractual payment data, the Contracting Party shall only use service providers that have made a contractual undertaking to comply with the provisions of MaSI and shall, upon request, provide evidence of this undertaking to SnapSwap.

3.2 If a Contracting Party saves, processes or transmits payment data, it must cooperate with SnapSwap and the competent law enforcement agency in investigating payment security incidents as well as incidents relating to data protection breaches.

3.3 The Contracting Party shall support technologies, e.g. in accordance with the requirements set out in Section C which enable issuers of payment cards to authenticate the cardholder for the relevant card transaction.

3.4 The Contracting Party shall clearly separate the payment processes from its online shop in order to make it easier for cardholders to determine when they are communicating with the payment provider and when they are communicating with the Contracting Party (e.g. by redirecting the cardholder and opening a new window so that the payment process is not displayed within a frame of the Contracting Party).



## **[4] Other Contracting Party Obligations**

4.1 The Contracting Party must comply with the provisions on distance contracts according to the laws of its jurisdiction of incorporation. In particular, it must incontrovertibly point out to the cardholder that it is responsible for the sale of the goods or services, payment settlement, the goods and services themselves, customer service, processing complaints and conditions of sale. The Contracting Party must identify itself as the cardholder's contracting party on its homepage, in its catalogue or in its other media.

4.2 The cardholder must have access to the Contracting Party's General Terms and Conditions on its homepage, in its catalogue or in its other media and these must be acknowledged by the cardholder before they enter the card data.

4.3 The Contracting Party must clearly indicate the following information on its homepage, accessible via the internet address indicated in the contract, in its catalogue or in its other media:

- a) company name and address, commercial register number and relevant commercial court if applicable, name of senior executive(s) and/or board members and all other details required by law,
- b) contact address for customer service, including email address and telephone number,
- c) description of goods and services on offer as well as the price of the goods and services including all taxes and other price components, plus any delivery and shipping costs,
- d) data protection provisions and information on the security of card data transmission,
- e) settlement currency,
- f) delivery terms.

4.4 In the event of any new internet domain addresses (URL) and new sales channels via which the Contracting Party intends to submit card revenue to SnapSwap, the Contracting Party must promptly contact SnapSwap in writing for its approval before submitting card revenue.

4.5 The Contracting Party shall ensure that card data cannot be misused by its staff or on its premises. SnapSwap must be immediately notified if the Contracting Party suspects or knows that card data is being misused in its business, that data espionage is going on in its business or an excessively high rate of authorisation requests are being denied.

4.6 The Contracting Party shall transmit card data to SnapSwap exclusively in encrypted form using at least 128-bit encryption.

4.7 The Contracting Party shall allow SnapSwap to inspect its premises on request to enable SnapSwap to verify compliance with the terms of the contract.

## **[D] Additional Sector-Specific Terms**

### **1 - Hotels**

Hotels are entitled to enter card data provided by the cardholder into the POS terminal manually and to obtain pre-authorisations to check creditworthiness or for guaranteed reservations if the cardholder plans to arrive after a certain time of day specified by the hotel and verifiably brought to the attention of the cardholder. The Contracting Party shall have the cardholder sign a blank authorisation to debit the card account in order to settle accommodation costs charged by means of express checkouts and other expenses – for telephone or minibar, for example – for which the cardholder does not sign. If the card data is accepted for guaranteed reservations or bookings, the hotel is entitled under Mastercard and Visa rules to charge the agreed fee for just one overnight stay using the card number provided. When making a guaranteed reservation, the hotel shall demonstrably notify the cardholder of the amount and currency of the room rate and the cancellation and no-show procedures in accordance with card association procedures. These stipulate inter alia that the cardholder must be expressly informed that cancellation fees will be levied and must be told the amount thereof and must expressly agree thereto. The hotel shall also send the cardholder confirmation of the reservation and a reservation number in text form (i.e. in writing, by fax or email). In addition, the hotel shall write the words 'no-show' on the signature line of the sales slip



and send the sales slip to SnapSwap within two days.

## 2 - Car Rental Companies

For claims for accident damage caused by the cardholder and not covered by accident insurance, as well as for other charges (fuel, etc.), the Contracting Party shall submit a separate sales slip to SnapSwap (printed after the damage was caused or when the vehicle is returned), signed by the cardholder, regardless of the car rental price. For the settlement of repair costs for accident damage, a cost estimate from a garage, the hire contract and the accident report must be sent to SnapSwap in addition to the sales slip signed by the cardholder. For the settlement of traffic fines, the corresponding penalty charge notices must be sent to SnapSwap.

## 3 - Ticketing and Voucher Companies

The parties agree that the Contracting Party is not itself the organiser or service provider of the events and/or vouchers it offers. It is an agent, and the card transactions it submits to SnapSwap for settlement originate in third-party businesses (including event organisers). If individual events or other services are cancelled, called off or are otherwise not performed or do not take place, and as a result the card issuers charge back card transactions submitted by the Contracting Party for third parties, SnapSwap is entitled to charge back these card transactions to the Contracting Party. The Contracting Party therefore indemnifies SnapSwap against damages that SnapSwap may incur because an event, conference, meeting or other service does not take place and/or is not performed.

## 4 - Self-Service Terminals

4.1 If the Contracting Party meets the following additional criteria, SnapSwap shall reimburse the Contracting Party for claims against cardholders where the card transaction was carried out by the cardholder using a self-service terminal with an EMV card terminal module:

a) Each authorisation data set and the clearing data set must include the correct indicator for self-service terminals (Mastercard indicator '2', Visa Indicator '3').

b) Each authorisation data set must include the merchant category code, the POS country code and the POS postal code.

c) The use of self-service terminals is limited to a maximum of EUR 80 per card transaction and per day.

d) At the cardholder's request, the Contracting Party must give them a receipt containing the transaction amount, transaction date, card number and, for fuel payment terminals, the quantity of fuel sold.

e) Self-service terminals may not be used to make cash withdrawals or market telecommunications services.

4.2 If the Contracting Party does not meet the aforementioned criteria or if the legitimate cardholder denies having completed the transaction at the Contracting Party's self-service terminal, and the card issuer charges the card transaction back to SnapSwap as a result, SnapSwap is entitled to charge the corresponding card transaction back to the Contracting Party in turn. SnapSwap also has the aforementioned rights if it has previously issued an authorisation number.

## [E] Special Terms and Conditions for Contactless Payments

### [1] Scope

1.1 The following rules apply in addition to the acceptance and submission of card revenue using cards with a contactless interface.

1.2 Under the following provisions, SnapSwap allows the Contracting Party to accept cards with a contactless interface for cashless payments and to submit receivables generated using such a card to SnapSwap for settlement.

### [2] Submission Principles and Authorisation

2.1 When a card with a contactless interface is presented, the Contracting Party shall read the data contactlessly, that is without physical contact between the terminal and the card, using a terminal-reader combination initialised and



approved by SnapSwap (hereinafter “terminal”) and obtain electronic authorisation from SnapSwap. Once authorisation is issued, the Contracting Party shall send all the data for the card transaction, in particular card number, expiry date, total billing amount and SnapSwap Contracting Party number, to SnapSwap electronically in the original transaction every business day via an end-of-day reconciliation. The Contracting Party is responsible for ensuring that the card transaction data is received by SnapSwap in full, on time and in a data set suitable for electronic processing.

2.2 The Contracting Party must have the cardholder authenticate the card transaction by signing their name or entering their PIN or by making correct use of a biometric method. This obligation does not apply to cases where the individual card transaction does not exceed the limit for contactless payments without authentication (hereinafter “transaction limit without authentication”). This amount is set by the card associations. As at the contract date, the transaction limit without authentication is EUR 25.

2.3 If contactless data is sent without cardholder authentication by signature or PIN or by making correct use of a biometric method, SnapSwap obligation to pay is limited per cardholder and transaction to the transaction limit without authentication. This obligation only applies to SnapSwap where the individual card transaction submitted does not exceed the transaction limit without authentication.

2.4 Authentication is required in all cases where the individual card transaction exceeds the transaction limit without authentication. If the Contracting Party does not comply with this obligation, SnapSwap is released from its obligation to pay. If the card issuer charges the card transaction back to SnapSwap because no authentication was obtained by a signature on the sales slip, correct PIN entry or correct use of a biometric method, SnapSwap is entitled to charge the card transaction back to the Contracting Party.

2.5 If, for technical reasons, it is not possible to authenticate a contactless electronic authorisation request, e.g. because the chip on the card does not permit such a function or the terminal used for this transaction cannot

determine the card data by contactless means, the card data must in all cases be read physically (by contact between the card and the terminal) from the chip on the card or, where necessary, from the magnetic strip, and the cardholder must authenticate payment by means of their signature or by entering their PIN using a terminal in accordance with the standards defined by SnapSwap in their conditions for the acceptance and settlement of credit and debit cards.

### **[3] Other Contracting Party Obligations**

3.1 For card transactions that exceed the transaction limit without authentication for contactless payments, the Contracting Party must print a sales slip at the terminal, file it in accordance with the terms and conditions of SnapSwap for the acceptance and settlement of credit and debit cards and present it to SnapSwap within a period defined by SnapSwap, usually 14 days from the request, in the event of a cardholder complaint.

3.2 The Contracting Party must affix the acceptance mark required by the relevant card association and provided by SnapSwap in a prominent position near the checkout.

3.3 The Contracting Party authorises card associations to refer to the Contracting Party's company as a Mastercard and/or Maestro PayPass partner in press releases and/or for advertising purposes.

3.4 The Contracting Party shall keep the contactless terminal in use for at least 12 months after it is first used.

3.5 The Contracting Party shall use a card reader that shows all acceptance marks under card association requirements for all cards the Contracting Party is entitled to accept in accordance with the service agreement with SnapSwap.