

GENERAL TERMS AND CONDITIONS OF USE OF PAYEVER SERVICES

1 Scope

- 1.1 These General Terms and Conditions of Use (hereinafter, the "Terms") of payever GmbH, Rödingsmarkt 20, 20459 Hamburg (hereinafter, "payever", "we" or "us") apply for the use of the services provided by us through our website and apps (the "payever Services").
- 1.2 Terms and Conditions of the User which are contrary to or deviate from these Terms are not recognized, unless payever has expressly consented to their applicability in writing. This also applies if payever provides its Services without reservation while having knowledge about terms and conditions of the User which are contrary to or deviate from these Terms.
- 1.3 The General Terms and Conditions for Business Customers additionally apply with regard to Business Customers. In the case of contradictions between these present Terms and the General Terms and Conditions of Use for Business Customers, the corresponding provisions in the General Terms and Conditions of Use for Business Customers have priority.
- 1.4 These present Terms apply without regard to whether the User uses the payever Platform by means of a web browser or an app or otherwise.

2 Definitions

- 2.1 "**Third Party Social Media**" are Facebook, LinkedIn, Instagram, and Google or other comparable services.
- 2.2 "**External Service Providers**" are all third parties, including banks and payment service providers which offer services for Commercial and Private Customers through the payever Platform.
- 2.3 "**Business Customers**" are those customers which register as Business Customers.
- 2.4 "**Customers**" are Business Customers and Private Customers.
- 2.5 "**Users**" are the individual natural persons who actually use the payever platform through a Business Customer Account or a Private Customer Account, without regard to whether such persons are Business Customers or Private Customers.
- 2.6 "**payever Payment System**" means the payment and financing services available through the payever platform.
- 2.7 "**payever Services**" mean all services offered by payever through the payever platform, including the payever payment system as well as the access to the services offered by External Service Providers through the payever Platform.
- 2.8 "**payever Platform**" is the web-based solution through which the payever Services can be used.
- 2.9 "**Private Customers**" are those Customers who register as Private Customers at the time of registration.
- 2.10 "**Transfer Point**" is the router exit to other networks from the computer center of payever or a subcontractor of payever.
- 2.11 "**Payment Services / Payment Service Providers**" are all commercial providers of payment systems and financing services.

3 payever Services

- 3.1 payever offers to Business Customers the possibility of offering the own products and services through the payever Platform and using other services or solutions of payever or other External Service Providers.
- 3.2 The registration on the payever Platform is generally free of charge. There can be charges for individual payever Services or External Service Providers. The Terms of the respective services and solutions apply.
- 3.3 Business Customers are required to provide the information on the platform required by law.
- 3.4 Private Customers can obtain products and services through the payever Platform as well as use other services and solutions of payever.
- 3.5 Which specific services are available at the respective moment result from the information on the payever Platform. Especially some services can only be used if certain technical prerequisites are satisfied at the User or if the User concludes a contract with Business Customers or External Service Providers. The Business Customers or External Service Providers have the sole authority to decide about whether they conclude a corresponding contract.
- 3.6 payever is entitled to regularly expand the range of services and functions of the service or, when needed, modify them, taking into account the justified interests of the Users, in order to adapt the services to new technical requirements or specific requirements in the market or to implement new functionality. Such expansions and adaptations will normally be made by updates, upgrades or patches to the payever Services.
- 3.7 Changes with regard to the functions as well as with regard to the operation and design of the services can result from the modifications described in Clause 3.5. payever will inform the Users in a timely manner in advance about such changes if the expansions or adaptations are material or have a material influence on the existing Business Customers or Private Customers when using the payever Services.
- 3.8 The advance notification intended for material modifications in Clause 3.5 does not need to be issued if a change is intended to be an urgent correction for improper functioning of the service.

4 Communications and solicitation

- 4.1 Users with a Private Customer Account can be sent notifications and recommendations in the context of the payever Services (personal offer) if the User selects or fulfills a specific category of products and services or follows certain Business Customers on the payever Platform and has issued consent to the Business Customer for receiving recommendations.
- 4.2 payever will also send to the User personalized recommendations by email based on the User's preferences and the User's type of use of the payever Services if the User has consented under the payever Services. The consent can already be issued upon registration or later using the User Account and is revocable at any time.
- 4.3 A Business Customer has the possibility of communicating directly with Private Customers through the payever Services by means of various messaging services (for example, chat, email, iMessage, Facebook, Facebook Messenger, Telegram, Slack, Teams, Instagram, WeChat, Line or also WhatsApp). Business Customers and Private Customers can also communicate with payever or among themselves using such messaging services. The respective terms and conditions of use and data protection statements of the services used by the User apply in this regard.

5 User Account

- 5.1 In order to use the payever Platform in its full extent, it is necessary to set up a personal User Account. The User can either register through the User's email address or by means of an account that already exists at a third-party service provider. When registering with the personal email address, the User receives a link for authentication after having provided all information in the registration screen. The registration at payever is completed only when the Customer confirms this link.
- 5.2 The password which enables the User to access the personal area must be treated with strict confidentiality and cannot be disclosed to third parties under any circumstances. The User will take the appropriate and reasonable measures to prevent third parties learning about the User's password.
- 5.3 The User also has the possibility of registering at payever through an existing user account at third party service providers, especially in a social media platform. Upon confirmation with the registration button in the desired service, a link will be established to the respective service provider. The data protection provisions and terms and conditions of use of the respective third-party provider apply for the use of the third-party services.
- 5.4 The chosen third-party service provider may be authorized by the User to forward the information marked as public in the respective account as well as possibly the email address and the date of birth of the User to payever.
- 5.5 At the present time, registration at payever is especially possible through the following service providers in the context of their respectively linked data protection statements.
- Facebook Inc., 1601 S California Ave, Palo Alto, California 94304, USA; <http://www.facebook.com/policy.php>;
 - Google Inc., 1600 Amphitheater Parkway, Mountainview, California 94043, USA; <https://www.google.com/intl/de/policies/privacy/>;
 - LinkedIn Corporation, 2029 Stierlin Court, Mountain View, California 94043, USA; <http://www.linkedin.com/legal/privacy-policy>.
- 5.6 After registration, the User chooses whether the User would like to use the User's account for commercial or private purposes. It is also possible to use an account both for private as well as commercial purposes.
- 5.7 When using the Private Customer Account, the User acts as a private person for purposes of the payever Services and is a consumer within the meaning of § 13 German Civil Code [*Bürgerliches Gesetzbuch*, "BGB"]; i.e. the User concludes any transactions for purposes which cannot be primarily attributed to either the User's commercial or independent professional activities.
- 5.8 The User can use various services to the Private Customer Account; for example, the User can select the User's third categories or follow certain Business Customers or evaluate them.

- 5.9 When using the Business Customer Account, the User acts as a business within the meaning of § 14 BGB for purposes of the payever Services; i.e. the User acts when concluding a transaction in the performance of the User's commercial or independent professional activity, or the User is acting for a business.
- 5.10 The User can use various services through the Business Customer Account, for example, offering for sale products and services in the payever system and soliciting for them or using special solutions and services of payever or other third-party providers. A further conclusion of a contract may be necessary for this purpose under certain circumstances.
- 5.11 payever reserves the right to monitor User Accounts as needed and if there are specific reasons for a justified suspicion about improper use, whereby payever will always take into account the justified interests of the Users.
- 5.12 payever is authorized to block User Accounts if the User has violated the provisions in these Terms.

6 Availability

- 6.1 The general operating hours of the payever Platform are Mo-Su 00:00 - 24:00 hours. payever will use its efforts within the area it can influence, in order to have high availability of the platform. However, payever does not owe any minimum availability of the platform, unless agreed otherwise with individual Users.
- 6.2 payever does not owe establishing and maintaining the data connection between the User's IT systems and the Transfer Point. payever is not responsible for incorrect functioning on the other side of the Transfer Point. The User is responsible for obtaining and maintaining the hardware and connections to public communications networks needed by the User. The costs for establishing the online connection as well as maintaining it on the side of the User are borne by the User. payever is not liable for the security, confidentiality or integrity of data communications carried out through communications networks of third parties. payever is also not liable for problems in data transmission caused by technical errors or configuration problems on the part of the User.

7 Legal relationships between Private Customers, Business Customers, third-party providers and payever

- 7.1 The payever Platform enables Users to conclude contracts with each other, be it as Private Customers or Business Customers, as well as with External Service Providers. payever is not a participant in these contractual relationships.
- 7.2 payever is especially not liable for the performance of claims in the contractual relationships described in Clause 7.1.

8 Contract term / termination of use

- 8.1 Contracts about use of the payever Services free of charge are not subject to any fixed term and end automatically as soon as the User finally deregisters from the payever Platform or closes the User's account.
- 8.2 The end of use of the payever Platform does not affect any existing contractual relationships between the User, Business Customers and External Service Providers.

- 8.3 Contracts for the use of the payever Platform also end automatically if payever decides to shut down the operation of the platform or individual services due to commercial reasons, competitive strategy, information technology, security technology or other reasons or to offer the functionality through other solutions. payever will inform its Users about this reasonably in advance.
- 8.4 Subject to any contractual provisions otherwise, payever and the User are entitled at any time to terminate the use at any time without stating reasons.

9 Responsibility of the User

- 9.1 Exclusively the User is responsible for the content and correctness of the data and information transmitted by the User.
- 9.2 The User is required to always maintain the data entered on the payever Platform at the most current status.
- 9.3 The User is required not to transmit any data which had content which infringe upon the rights of third parties or violate existing law.
- 9.4 The User is required to comply with all applicable laws when using the payever Platform.
- 9.5 payever reserves the right to block User Accounts in the case of violations of the law and rights or to delete such accounts or to take other measures which appear necessary, in order to prevent further violations.
- 9.6 The User will be attributed with actions taken through the User's User Account; the User is especially bound by the declarations of intent issued through the User Account. The situation is different if it was obviously recognizable for payever that it was not the User that was acting or if the User proves that the act was taken by a third party without the User having any fault.
- 9.7 The Users must report to payever without undue delay any unauthorized action by third parties using the Users' User Accounts. If a User has a reason to suspect that a third party is using the User's User Account, that User is required to change the User's access data without undue delay.
- 9.8 The User is responsible for producing backup copies of any data stored on the payever Platform or sent to the platform. The payever Platform is not suited for backing up data.

10 Prohibited offers and use

- 10.1 Improper offerings and contributions are prohibited. payever can deactivate or delete them without any prior notification. An improper profile, offering or an improper contribution or use of the payever Services exists especially in the following cases:
- false and/or incorrect information;
 - contributions outside the possibilities expressly provided by payever for advertising are misused as pure advertising space for the own business, the own shop, the own items or services or similar purposes;
 - the attention of persons conducting searches is directed to an offering with non-specific or even false information (this includes, but is not limited to, incomplete offerings, false statements);
 - content is made available, offered or exchanged in violation of applicable law or the rights of third parties;
 - these Terms and any further general terms and conditions of payever are violated.

- 10.2 The following use of the services offered by payever is prohibited; the User Account can be blocked for violations:
- sending spam or other disruptive or commercial communication if the addressee has not granted consent;
 - sending, storing or otherwise distributing content which completely or partially has the purpose or has the goal of inciting to hatred against parts of the population or against a specific national, racial, religious or ethnic group or which calls for violence or arbitrary measures against such groups or which infringes upon the human dignity and general rights of privacy of other parties by insulting parts of the population or one of the above designated groups or maliciously denigrating or insulting them;
 - sending, storing or otherwise distributing content which describes children or minors in unnatural sexual poses which are pornographic, especially if such content involves violence, the sexual abuse of children or minors or sexual acts of humans with animals, as well as sending, storing or otherwise distributing content which violates provisions for the protection of minors due to other reasons, especially content falling under the applicable norms in the Agreement between the German States for the Protection of Young People in Media [*Jugendmedienschutz-Staatsvertrag*]; this also applies for content which just references or indicates such content and/or purposes;
 - sending, storing or otherwise distributing content soliciting games which require a permit from the government (especially games of chance within the meaning of § 284 German Criminal Code [*Strafgesetzbuch*, "StGB"]), or involve or solicit chain letters, pyramid schemes, betting or related matters;
 - sending, storing or otherwise distributing content that has the tendency to infringe upon rights of third parties due to obscenity, threats, insults, libel, content injuring personal honor, racist content, content hostile to foreigners or which otherwise infringes upon rights of third parties;
 - sending, storing or otherwise distributing content which infringes upon privacy or intimacy or otherwise infringes upon the general publication right or the right of third parties with regard to their own image;
 - sending, storing or otherwise distributing harmful software and malware, such as e.g. viruses, worms, Trojans or harmful computer codes, files, scripts, agents or programs;
 - sending, storing or otherwise distributing or using programs which are capable of disrupting the operations of payever or influencing or hindering the operations without authorization;
 - sending, storing or otherwise distributing content which infringes upon copyright or protected positions of third parties related to work product (e.g. photographs for which the User does not have the necessary rights);
 - attempting to obtain unauthorized access to the payever Service or to individual modules, systems, applications or User Accounts or granting or procuring such unauthorized access for third parties;
 - storing, sending or otherwise distributing other illegal content, and
 - distributing content and/or writings which are hazardous to minors, pornographic content (e.g. naked pictures, pornographic texts, writings and statements etc.), content and/or writings which glorify violence and/or insight against and/or defame populations as well as other content and/or writings which violate good morals or the law.

11 Rights of use for the payever Platform and any app

- 11.1 The software forming the basis of the payever Platform as well as any app is protected by copyright. payever is the sole holder of all intellectual property rights.
- 11.2 To the extent the User uses an app, the User is granted a non-transferrable, non-exclusive right of use to use the app for the purpose of accessing the payever Platform which is limited by time to the term of the contract.
- 11.3 The User is granted the non-transferrable, non-exclusive right limited to the term of the contract to access the functionality of the platform by way of the internet as well as any app for the purposes of this Agreement. The User does not receive any rights that go beyond this.
- 11.4 After the end of the contract for use, the rights for use automatically revert to payever.
- 11.5 The User does not acquire any right to the source code.

12 Rights of use to the User's content

- 12.1 The User irrevocably grants free of charge to payever a non-exclusive right of use for all known and unknown types of use in physical and non-physical form to then content uploaded by the User within the payever Services without any limitation in terms of time, territory and/or substance.
- 12.2 The grant of the rights extends to the exploitation of the content (including any images of persons and other protected items in the work contained in the content) as well as results of processing and images of the content, in each case in the entirety or in parts, and in each case isolated or in connection with other content or other elements, both by payever itself or also using third parties, in each case in any desired number, including especially the following rights:
- the right to reproduce in any form whatsoever (digital, in social media or print etc.), e.g. in advertising brochures, prospectuses, center newspapers, CD-ROM, DVD, memo-sticks etc., by entering into electronic data bases, especially content management systems, electronic archiving, electronic data networks, intranet, extranet and internet, including reproductions in the context of so-called cloud computing, in all data formats and on all data media,
 - the right to distribute, regardless of which form (digital, in social media or print etc.), e.g. in advertising brochures, prospectuses, center newspapers, CD-ROM, DVD, memo-sticks, etc.,
 - the right to publicly perform, present, show and to publicly communicate by means of visual and/or audio media as well as also outside the room in which the demonstration takes place, by means of screen, loudspeaker or similar technical equipment (in each case including presentations at trade fairs, shows, conventions as well as presentations in movie theaters and on stage) and, by all types of broadcasting,
 - the right to publicly communicate and otherwise publicly repeat, regardless of the form, e.g. but making content available on internet websites at the shopping centers, in so-called social media networks (e.g. Facebook, LinkedIn etc.) and/or software applications (e.g. mobile apps), communication on so-called mallwalls, including all related use in the broadest sense of the term within as well as outside the shopping centers, in each case independent of the transmission technology (e.g. push and pull services), the transmission channels (cable, broadcasting, satellite), the receivers (computer, laptop, smartphones, tablet computer etc.) and the data formats (mpeg, gif, doc etc.),
 - the right to process, regardless of the form (also digital, in social media or print etc.), including the right to connect the content to other works and/or elements (images, films, texts, commentaries etc.) and the subsequent exploitation in the processed form, especially reproduction, dissemination, public communication and making publicly available, in each case, regardless of the form (as set forth above), and

- use for all forms of advertising, including image and product advertising and for all unknown types of use.

12.3 payever can transfer or license the above-designated rights of use to third parties without requiring consent.

12.4 Solely payever decides in its free discretion whether and if so, in which form, at which point in time and how frequently the content or the reflections of the content are used and whether and if yes, in which form they will include a corresponding designation of the author and/or the source. The User undertakes not to assert any claims against payever and/or users authorized by payever based on copyright and/or other publication rights.

13 Indemnity

13.1 The User undertakes to indemnify payever against all claims of third parties, including costs for legal services, which are based on use of the payever Platform by the User which is not in accordance with the contract or constitutes misuse and/or is illegal if the User is at fault.

13.2 The User will support payever in defending against these claims, especially by providing all information required for the defense. The User is required to compensate the damages which payever incurs as a result of third parties successfully enforcing such claims.

14 Liability

14.1 payever as well as its legal representatives and agents are liable only for fraudulent, intentional or grossly negligent misconduct, subject to the following reservation in Clause **Error! Reference source not found..** In the case of minor negligence, payever is liable only for the violation of elementary contractual duties; these are such duties which must be complied with as a matter of particular importance in order to achieve the purpose of the contract and which the User can rely on being complied with. The liability is then limited to the foreseeable, typical damages under the contract.

14.2 The above exclusion of liability does not apply for liability for damages resulting from injury to life, physical integrity or health. The exclusion of liability also does not apply to the provisions in the German Product Liability Act [*Produkthaftungsgesetz*]. Aside from this, this provision on liability in this Clause 14 is conclusive. It applies with regard to all claims for damages, regardless of the legal basis of such claims, especially also for pre-contractual claims or claims which are ancillary to the contract.

14.3 The User is required to notify payever about any damages without undue delay at least in text form or to have payever record the damages so that payever is informed as early as possible and can still mitigate the harm, possibly together with the User.

15 Final provisions

- 15.1 The contract language is German for Customers with their registered offices or domiciles in countries in which German is the official language, and for all other Customers, the language of the contract is English.
- 15.2 In the case of inconsistencies between the version in the respective contract language and the version of these General Terms and Conditions in another language, the version in the respective language of the contract has priority.
- 15.3 Exclusive jurisdiction for all disputes under this Agreement is agreed to be the registered office of payever in Hamburg if the User is a commercial party, a legal entity existing under public law or a fund existing under public law or if the User has no place of general jurisdiction in the Federal Republic of Germany.
- 15.4 In the event that the User is a consumer, reference is made to the possibility for dispute resolution out of court in accordance with Art. 14 of the Regulation (EU) No. 524/2013 – the Online Dispute Resolution (ODR) Regulation. Details about this can be found in this regulation at the link: <http://ec.europa.eu/consumers/odr>.
- 15.5 To the extent not prevented by mandatory provisions in the law in the legal system where the User is domiciled, German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.6 payever reserves the right to amend these Terms without stating any reasons. In such as situation, payever will announce such a change in text form at the latest four weeks prior to the change taking effect. If the User does not object to the change within a period of three weeks after receiving the notification about the change, the change will become part of the contract upon expiration of the announced time period. payever will point out to the User in every announcement of changes the possibility to object, the above-mentioned deadline and the legal consequences of allowing the deadline to pass without making use of the possibility to object. However, a corresponding change can only be validly agreed in accordance with this Clause 15 if the change does not lead to a material shift in the relationship between performance and consideration to the detriment of the User.
- 15.7 If the User objects to the changes and the changes involve a payever Service for which payment is charged, the contract will continue at the previous terms and conditions. However, the contract will not continue if it is not possible for payever to continue the contract due to material technical or business organizational reasons and payever notifies the User about this. The changes in such a situation will become part of the contract, but the User has a special right to terminate. payever will inform the User about the special right to terminate and set a deadline of 4 weeks for the User to exercise this right. If the User does not exercise the special right to terminate within this period, the contract will continue at the new terms and conditions. payever will also point out this legal consequence to the User.
- 15.8 The invalidity of individual provisions does not affect the validity of the remaining provisions in these Terms.

Date [01.12.2025]

GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

Preamble

These General Terms and Conditions (hereinafter, the "**Ts&Cs**") apply for the use of the services of payever GmbH, Rödingsmarkt 20, 20459 Hamburg (hereinafter, "**payever**", "**we**" or "**us**") which are directed exclusively towards businesses [*Unternehmer*] within the meaning of § 14 German Civil Code [*Bürgerliches Gesetzbuch*, "BGB"] as customers (hereinafter, the "**Business Customer**", or "**you**"). Pursuant to § 14 BGB, a business is every natural personal legal entity or partnership with legal capacity which concludes contracts in the course of its commercial or independent professional activity.

payever provides to you a web-based platform (the "**payever Platform**") through which payever offers various services. The payever services include, amongst others, acting as a technical connection to payment and financing services of third parties and the technical processing of payments and financing transactions for web shops and stores (the "**payever Payment System**"), but also other services for Business and Private Customers.

With regard to the payment and financing services, payever cooperates with various payment service providers and banks in order to be able to offer various types of payment options for Business Customers. The Business Customer has the possibility of selecting the payment options which the Business Customer would like to integrate in its shop system (e.g. PayPal or Credit Card). After verification of the Business Customer and its approval of the Business Customer by their respective payment service provider or the bank, the Business Customer can then offer the payment services selected by the Business Customer to end-customers in the Business Customer's shop system after installation of a corresponding plugin or through the own payever interface function. In addition, Business Customers are able to offer payment services through a Point-of-Sale solution.

In addition, the payever Platform offers to Business Customers numerous additional functions in addition to the payment services for the purpose of optimizing the purchasing process in web shops and stores (especially the creation of an online shop, a website or a Point-of-Sale solution, services in the area of marketing and communication with end-customers and numerous other applications to optimize the sale of goods and services through the internet or in stores). The Business Customer always remains the contract partner for the end-customer. End-customers can voluntarily register as payever private customers during the purchase process or directly on the payever Platform at any time.

1 Definitions

- 1.1 "**Bank**" means those credit institutions which have a permit from the relevant national public authorities, for example, the Federal Financial Supervisory Authority [*Bundesaufsichtsamt*, "BaFin"] under § 32 German Banking Act [*Kreditwesengesetz*, "KWG"].
- 1.2 "**Third Party Social Media Providers**" are Facebook, LinkedIn, Instagram, Google and Twitter or other comparable services.
- 1.3 "**External Service Providers**" are all third parties, including banks and payment services which offer services for the Business Customers through the payever Platform.
- 1.4 "**End-Customer**" is the respective customer of the Business Customer which uses the Business Customer's services or purchases the products of the Business Customer.
- 1.5 "**AI Act**" means the regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act).
- 1.6 "**Customer Administrator**" has the meaning set out in Section 4.1.
- 1.7 "**Customer Data**" has the meaning set out in Section 4.9.

- 1.8 **"Users"** are the individual natural persons who use the payever Platform for the Business Customer.
- 1.9 **"payever Payment System"** means the payment and financing services available through the payever Platform.
- 1.10 **"payever Services"** mean all services offered by payever through the payever Platform, including the payever Payment System with access to the External Service Providers using the services offered with the payever Platform.
- 1.11 **"payever Platform"** is the web-based solution through which the payever Services can be used.
- 1.12 **"Transfer Point"** is the router exit from the computer center of payever or a subcontractor of payever to other networks.
- 1.13 **"Parties"** are payever and the respective Business Customer.
- 1.14 **"Affiliated Companies"** mean any company that is directly or indirectly owned or controlled by a company, in these Ts&Cs in particular one of the contractual parties or an External Service Provider, or that controls or owns one of the aforementioned companies. Control means the power to instruct the management of the company. Ownership means the beneficial ownership of at least 50 % of the voting shares or rights.
- 1.15 **"Payment Services/Payment Service Providers"** are all commercial providers of payment systems and financing services.

2 Scope and relationship to other provisions

- 2.1 These Ts&Cs apply for all payever Services used by the Business Customer. The scope includes all services which we provide through websites operated by payever (e.g. "www.payever.org" "www.payever.de", "www.getpayever.com") and related domains and subdomains or by means of payever apps or similar programs for all devices, but also all other services in connection with the payever Platform.
- 2.2 The Ts&Cs for the payever Services also apply to business customers. In the event of contradictions between these Ts&Cs and General Terms & Conditions of Use for the payever Services, the relevant provisions of these Ts&Cs take precedence.
- 2.3 It is possible that supplemental terms and conditions of contract may apply for individual payever Services.
- 2.4 To the extent that services are provided by External Service Providers, the Business Customer and the External Service Provider establish a separate contractual relationship with own rights and duties about such services.
- 2.5 Deviations from these Ts&Cs are only deemed to have been agreed if we have expressly confirmed them in writing. The mere omission of an objection on our part against other general terms and conditions does not have the result that they are deemed to have then been agreed.
- 2.6 To the extent any existing supplemental description of services or other terms and conditions of contract are contrary to the content of these Ts&Cs, these Ts&Cs apply unless the supplemental description of service expressly states that a deviation from these Ts&Cs is intended.
- 2.7 Deviations from these Ts&Cs in individual cases require text form. This also applies to a waiver of the text form requirement. There are no oral side-agreements to these Ts&Cs.

3 Conclusion of the contract

- 3.1 The contract for the payever Services between you and payever is concluded by the customer setting up a customer account and registering as a Business Customer. With certain payever Services, the conclusion of the contract may depend on further documents to be submitted, a separate review and/or approval process by payever or External Service Providers or the conclusion of additional service-specific conditions by payever or the External Service Provider. The regulations on termination by payever, in particular section 9.8, remain unaffected.
- 3.2 All statements by payever in advertising materials, on the website or in apps are non-binding and constitute neither an offer nor a statement about quality unless the respective advertising materials clearly state otherwise in individual cases.
- 3.3 The contract language is German for Business Customers in Austria, Germany and Switzerland. The English version of these Ts&Cs is the binding version for Business Customers in other countries.

4 Registration and activation of the payever Services

- 4.1 The use of the payever Services requires a successful registration by creating a payever Business Customer account and naming a user who will act as the business customer's administrator for the payever platform (hereinafter "**Customer-Administrator**"). Within the Business Customer account, the respective Customer-Administrator can add further users to the Business Customer account and assign them corresponding read and write rights. For this purpose, it is necessary that the respective user creates an independent user account with his own access credentials via the payever platform. The payever Ts&Cs apply to the user accounts.
- 4.2 For the registration of a user account, an e-mail address, a password and the specification of the full name of the user is required. A telephone number may optionally be provided. The same applies to business customer accounts, whereby the full name of the Customer-Administrator must be provided. In addition, further information about the company can be provided.
- 4.3 After registration on the website, in one of the payever apps or another method, the Customer-Administrator will receive a confirming email together with an activation link for the purpose of completing the set-up of the Customer-Administrator 's account. If the Customer-Administrator sets up a customer account when making a payment, we will send the access data to the stated email address and will set up the customer account in parallel.
- 4.4 payever or the respective External Service Provider may examine the request from the Business Customer for the payment services by inquiring about additional information (e.g. excerpt from the commercial register, list of shareholders, registration with the business administration authorities [*Gewerbeanmeldung*] and similar items) in order to activate the payever Payment System.
- 4.5 In the case of individual services offered by External Service Providers, there will be a further verification by the respective External Service Provider prior to activation which might include a check of the credit standing and risks with regard to the respective Business Customer. These verifications will be made in the sole responsibility of the respective External Service Provider without any involvement on the part of payever.
- 4.6 After verification of the request, payever will issue an acceptance or rejection with regard to the services you would like to have. An acceptance or rejection can also relate to individual types of payment. The acceptance can also occur by way of automatic activation. In the case of a rejection, the service affected by the rejection cannot be used by the Business Customer. The Business Customer accordingly has no claim that the Business Customer can use a specific payever Service, e.g. a specific payment option.
- 4.7 The selection of one of the payment services not yet used by the respective Business Customer can require the performance of a (further) check of the credit standing and risk related to the Business Customer in order to be admitted to the respective new payment service.

- 4.8 All payever customer and user accounts are protected with a password. The password which enables access to the customer and user accounts must be treated strictly confidential and cannot be disclosed to third parties under any circumstances. The Business Customer will take the appropriate and state-of-the-art measures to prevent third parties learning about the Business Customer's passwords. The Business Customer must inform the Customer Administrator and other Users of the Business accounts accordingly and impose corresponding obligations on them.
- 4.9 The Business Customer is obligated to keep the address, contact, payment, and other data stored in their payever customer account (hereinafter "**Customer Data**") up to date at all times. The stored Customer Data can be changed using the functions of the payever platform or, if this is not possible, communicated to payever at least in text form by email or post. The contact details specified in Section 4.10 can be used for this purpose.
- 4.10 payever would like to inform you through the payever customer account or through the email address provided by the Business Customer during the registration about changes in the payever Platform or also provide information about the own products which are similar to the products you use, to the extent permitted by law. However, if you do not (any longer) wish to have any direct advertising, you can object at any time using the email address with a letter to payever GmbH, Rödingsmarkt 20, 20459 Hamburg, or by email to support@payever.de with the reference. Please use the email address to which you would no longer like to receive this advertising information or provide us a corresponding email address when you write to us. You will only incur the transmission costs according to the prime rates of your telecommunications provider as a result of the objection.
- 4.11 The Business Customer is required to take appropriate measures to make sure that the Users to whom the Business Customer has granted access to the customer account also comply with the duties imposed on the Business Customer under these Ts&Cs. Violations by the Users will be treated as a violation of the own duties by the Business Customer. This applies to both Customer-Administrator and other Users.
- 4.12 The Business Customer shall inform payever immediately if he suspects that third parties have or had unauthorized access to the Customer Account. In such cases, the Business Customer shall immediately change the affected access data, instructs the Users accordingly or removes the affected Users from their Business Customer account.

5 Registration with a customer account at Third Party Social Media Providers

- 5.1 In addition to registration with the email address at payever, there is also a possibility in some cases for the User to register for payever Services through an existing customer account ("**Account**") at third party providers, especially on social media platforms such as Facebook, Twitter, Google or LinkedIn.
- 5.2 By confirming on the registration button of the desired service, a link to that service will be established, for example, to facebook.com, google.com or twitter.com. The provisions on data protection and terms and conditions of use of the respective third party provider apply for using the third party provider's services. If applicable, the selected third party provider is authorized as appropriate by the Business Customer to forward to payever the information designated as public in the respective account as well as, for example, the email address and the date of birth stored with the respective service provider.

The addresses of the Third Party Social Media Providers through which a registration with payever may be possible and the corresponding URL with their information about data protection are:

- Facebook Inc., 1601 S California Ave, Palo Alto, California 94304, USA; <http://www.facebook.com/policy.php>;
- Google Inc., 1600 Amphitheater Parkway, Mountain View, California 94043, USA; <https://www.google.com/intl/de/policies/privacy/>;

- LinkedIn Corporation, 2029 Stierlin Court, Mountain View, California 94043, USA; <http://www.linkedin.com/legal/privacy-policy>;
- Apple Inc., One Apple Park Way, Cupertino, California 95014, USA, <https://www.apple.com/legal/privacy/de-ww/>.

6 payever Services

- 6.1 Unless expressly provided otherwise, the payever Services are offered to the Business Customer free of charge.
- 6.2 payever offers various services through the payever Platform. The Business Customer can determine by itself which specific payever Services the Business Customer would like to use.
- 6.3 The use by the Business Customer is subject to additional terms and conditions for certain payever Services, for example, the Business Customer must accept additional terms and conditions that such payever Services may be subject to a charge. As a general rule the Business Customer has no claim that specific payever Services be provided or activated for the Business Customer.
- 6.4 The payever Services also include access to services offered and rendered by External Service Providers. payever offers in the payever Platform only the technical platform for the integration of these services offered by External Service Providers in the website, the apps or other programs of the Business Customer.
- 6.5 payever states in the descriptions for each service whether a service offered by an External Service Provider or a payever Service is involved.
- 6.6 Through the payever Platform the Business Customer can use the payever Payment System which makes it possible to integrate various payment options in the Business Customer's own website or any other system. All payment options are offered by External Service Providers. In this situation payever also only makes it possible to technically integrate the payment options.
- 6.7 An independent contractual relationship between the Business Customer and the respective External Service Provider is concluded when using the payment options or other services offered by External Service Providers. The respective External Service Provider and not payever owes the respective service. This contractual relationship is subject to separate terms and conditions. The External Service Provider can make the offering of the respective payment option dependent on additional terms and conditions.
- 6.8 The accounting for the payment options is carried out between the Business Customer and the External Service Provider (e.g. a Bank or the payment service provider) operating the respective payment option.
- 6.9 payever offers communication services on the payever Platform. These communication services make it possible to integrate communication channels in the web shop, the website or apps and other programs of the Business Customer. The Business Customer can especially use the communication services in order to communicate directly with the Business Customer's End-Customers. The Business Customer is responsible on its own for making sure that the communication services have the functionality which the Business Customer wants.
- 6.10 payever offers marketing services on the payever Platform. payever carries out for the Business Customer the respectively agreed marketing measures in these services. The details are set forth in the order issued by the Business Customer.
- 6.11 payever may also charge for individual payever Services. The exact scope of service and the resulting costs can be reviewed at payever's website. If the Business Customer uses payever Services which involve fees, the accounting will take place between the Business Customer and payever.

- 6.12 payever reserves the right to have all payever Services rendered by third parties.
- 6.13 If an End-Customer orders services or goods from the Business Customer, the corresponding contract comes into existence only between the Business Customer and the End-Customer. The Business Customer remains responsible for the invoicing and requesting payment from the End-Customer. Only the Business Customer is also responsible towards End-Customers for duties to notify with regard to the purchased goods / services, especially any changes in invoices due to returns and/or a cancellation, discounts or credits.
- 6.14 The payment by the End-Customer can be reversed by the External Service Provider if the Business Customer violates one or more of the duties set forth in these Ts&Cs, especially in Clauses 6 and 9, or if one of the following situations exists:
- A consent from the Bank or the payment service provider for the payment or the financing is missing or refused.
 - Billing and/or End-Customer information transmitted by the Business Customer contains errors.
 - Services and/or deliveries have not been performed by the Business Customer or have not been performed within a reasonable set deadline.
 - There is no valid debit authorization from the End-Customer.
 - The End-Customer has no legal capacity when making the purchase.
 - There are sales for which a suspicion of fraud has been notified to the Business Customer.
- 6.15 If the Bank or the payment service provider incurs costs for the reversal, the Business Customer must bear these costs. If the existence of one or more of the above-mentioned situations is already identified when checking the credit standing, however, there will be no payment.
- 6.16 payever reserves the right to use AI systems and other AI technology of third parties in accordance with the AI Act to provide the payever services.

7 Operation of the payever Platform

- 7.1 payever provides the payever Platform to the Business Customer at the Transfer Point with an availability on average in the contract year of at least 99 %. payever and the Business Customer agree that (partial) failures of the payever platform do not lead to defects if the aforementioned availability is reached or exceeded on an annual average basis during the contract period. The Parties understand availability to mean the technical ability to use the Platform as well as the interfaces provided by the Business Customer for the transfer of data at the Transfer Point. Down-times resulting from maintenance and software updates do not constitute available time; this work will be carried out if possible outside normal business hours during the time between 20:00 hours and 07:00 hours CET.
- 7.2 The promised availability does not include times in which the payever Platform cannot be reached due to technical or other problems for which payever is not responsible. Availability problems resulting from the fact that the Business Customer and/or its Users have not complied with the information provided by payever or the External Service Provider on technical requirements and preconditions for the use of payever services shall be deemed equivalent to the foregoing. This includes service-specific information, for example on required plugins and/or APIs, as well as information available via the payever Help Center (<https://support.payever.org>).
- 7.3 payever intends that the payever Platform will always correspond to the state-of-the-art in technology. payever is entitled to make regular updates or upgrades to the Platform in order to adapt the Platform to new technical needs or to implement new functions. payever will inform the Business Customer in a timely manner in

advance, if possible, about the planned updates or upgrades. Advance notification is especially not necessary if an update or upgrade is urgently needed to correct errors in the platform.

- 7.4 If and to the extent the provision of a new version or change in functionalities of the payever Platform involves a change in the agreed features of the Platform with regard to services for which there is a charge, payever will make sure that the suitability of the platform for use in accordance with the contract is not materially restricted. The provisions on amendments to the Ts&Cs in Clause 19 apply for material, subsequent changes involving a change in the agreed quality of the payever Platform.

8 Technical prerequisites

- 8.1 payever does not owe the establishment and maintenance of the data connection between the IT systems of the Business Customer and the Transfer Point. payever is also not responsible for errors in functioning downstream from the Transfer Point. The Business Customer is responsible on its own for procuring and maintaining the hardware and connections to public telecommunications networks required by the Business Customer. The Business Customer bears the costs for establishing and maintaining the online connection on the part of the Business Customer. payever is not liable for the security, confidentiality or integrity of the data communications carried out through communications networks of third parties. payever is also not liable for problems in data transmission caused by technical errors or configuration problems on the part of the Business Customer.
- 8.2 The Business Customer is responsible on its own for implementation of the payever Platform with the Business Customer's shop system, its apps or other programs as well as the examination of the functionality in the context of a test system and the maintenance of all integrations. payever especially also does not provide support for the integration of individual services of the web shop of the Business Customer.
- 8.3 It is the responsibility of the Business Customer to ensure compliance with the information provided by payever or the External Service Provider regarding technical requirements and prerequisites for the use of payever Services. This includes service-specific information, such as on required plugins and/or APIs, as well as information available via the payever Help Center (<https://support.payever.org/hc/en-us>).

9 Duties of the Business Customer to cooperate

- 9.1 To the extent this can be reasonably expected of the Business Customer, the Business Customer is required to provide reasonable cooperation. Reasonable cooperation especially includes the duties set forth in this Clause 9.
- 9.2 Business Customers are obliged to provide the legally required information on the platform.
- 9.3 The Business Customer shall independently ensure to be able to receive the service owed by payever. In particular, the provision of the necessary hardware and software by payever is not part of the contract. The operation and configuration of the platform shall be the sole responsibility of the Business Customer, unless explicitly specified otherwise. Clause 8 shall be considered.
- 9.4 The Business Customer will make sure, without any specific request being required, that payever receives all documents and information required for the performance of the payever Services, and the Business Customer will especially transmit all relevant information for processing purchases to payever and/or the Bank or the payment service providers involved in the specific payment process. This duty to provide information also expressly relates to all information which payever needs to connect the Business Customer to the payever Platform. Services.
- 9.5 The Business Customer must immediately report to payever any error noticed by the Business Customer when using the payever Platform. The Business Customer must especially refrain from all acts which have the purpose of causing a problem in the payever Platform.

- 9.6 The Business Customer undertakes not to use the payever Platform for illegal purposes. Communication of the following content using the payever Platform is especially prohibited:
- a) Content which includes and/or has the purpose of inciting hate against sections of the population or against another national, racial, religious or ethnic group, content which calls for violence or arbitrary actions against such groups or which attacks the human dignity and general rights of privacy of others by scolding, maliciously denigrating or insulting parts of the population or a group designated above;
 - b) Content which describes children or youth in unnatural, sexual postures or which is pornographic, especially if the content involves violence, the sexual abuse of children or youth or sexual acts of people with animals, as well as content which for any other reasons violates provisions designed to protect young people, especially content within the applicable provisions in the agreement between the German States on the Protection of Youth in Media [*Jugendmedienschutz-Staatsvertrag*]; this also applies for content which just refers or implies such content and/or purposes;
 - c) Content which advertises for games that require a governmental license (especially games of chance within the meaning of § 284 German Criminal Code [*Strafgesetzbuch*, "StGB"]) or involves or advertises for chain letters, pyramid schemes, betting or related matters;
 - d) Content which has tendencies to threaten, insult, liable or otherwise violate personal honor and/or which has racial tendencies or tendencies to express hostility towards foreigners;
 - e) Content which violates the right of privacy and intimacy and/or other general privacy rights and/or threatens or otherwise coerces or would coerce others persons in any manner if the content were carried out;
 - f) Content which infringes on the right of third persons to their own image;
 - g) Content which violates copyright and/or the protection of work product of third parties (e.g. photos for which you do not have the necessary rights);
 - h) Other illegal content.
- 9.7 The Business Customer represents that it will not commit any infringements of copyright when using the payever Platform, for example, by impermissibly downloading copyright protected data files. Such use of the payever Platform is prohibited.
- 9.8 The Business Customer is prohibited from offering, advertising, offering, selling or providing items or services via the payever Platform or payever Services if and to the extent that this, or the purchase or acceptance thereof, violates statutory provisions, third-party rights or morality.
- 9.9 It is the responsibility of the Business Customer to check and ensure that advertising, offering, selling, acquiring, accepting or providing the Business Customer's items or services does not violate statutory provisions, third party rights or morality. This obligation also applies to the Business Customer for all content and information that he publishes or communicates via the payever Platform or the payever Services.
- 9.10 payever reserves the right to subject the sale, offering or provision of certain items or services or the publication of information or content to further requirements. Clause 19 shall apply.
- 9.11 To the extent the Business Customer has offerings in connection with erotic business (e.g. night clubs) and the distribution of erotic items, dating services of any kind, betting/gambling, narcotics, regardless of their prescribability or marketability, novel foods subject to approval or dietary supplements or trading in weapons, although this is in a legally permissible scope, payever reserves the right not to conclude contracts with the Business Customer or, if payever learns about corresponding offerings by the Business Customer, payever reserves the right to terminate the contractual relationship upon reasonably taking into account the interests of the Business Customer.

- 9.12 The Business Customer is strictly responsible for the information and data provided to payever by the Business Customer not infringing provisions in the law or rights of third parties, and the Business Customer will indemnify payever against all assertions of corresponding claims by third parties, including the reasonable costs for legal defense. This applies especially also with regard to valid declarations of consent by End-Customers to the extent these declarations are necessary for collection and use of data carried out using the payever Platform, for example, for checking identity and credit standing, processing payments, subsequent transactions by payever or retained third parties.
- 9.13 payever reserves the right to pass on to the Business Customers requirements and terms and conditions imposed on payever by the External Service Providers (e.g. payment service providers and banks) that cooperate with payever. Especially the Business Customer's general terms and conditions must meet legal requirements.
- 9.14 The Business Customer is prohibited from manipulating the payever Platform with any means whatsoever (scripts, programs, circumventing access restrictions). The Business Customer shall instruct all Users of the User Account accordingly.

10 Monitoring and blocking payever User Accounts

- 10.1 payever reserves the right to monitor User Accounts in the case of suspicion of improper use.
- 10.2 When using payever's free services, payever is entitled to block and even permanently delete certain User Accounts in individual cases without advance notice and without stating reasons.
- 10.3 In the event of the use of payever Services for which there is a charge, payever has the right, after weighing and considering the interests of the User and according to the severity of the violation as well as the degree of fault, to warn the Business Customer and/or the User and / or to block or permanently delete his/her customer account if
- a) there is evidence that access data has been or will be misused or that the access data has been or will be provided to an unauthorized third party or that unauthorized third parties have otherwise gained access to the Business Customer account, possibly via individual User Accounts;
 - b) the blocking is necessary for technical reasons;
 - c) payever is obliged to block the account due to legal, judicial or official requirements;
 - d) the Business Customer is in default of payment of an agreed fee and the blocking or deletion is not disproportionate;
 - e) the business customer has provided incorrect payment data or has not updated provided payment data and regular fulfillment of the Business Customer's service obligations is not guaranteed;
 - f) there is a risk of significant damage to or impairment of the services provided by payever.
- 10.4 payever shall announce the blocking in text form no later than one working day before it takes effect, provided that the announcement is mutually reasonable and compatible with the purpose of the blocking. The blocking shall be lifted immediately as soon as the reason for the blocking has ceased to exist. Insofar as the purpose of the blocking permits, in particular in the cases of letters d) and e), the Business Customer shall retain the option of retrieving and decrypting business data as required. The right to give extraordinary notice of termination is not affected.

11 Warranty

- 11.1 The payever Services include various services. To the extent the nature of the services can involve defects, the provisions in this Clause **Error! Reference source not found.** apply.

- 11.2 The warranty with regard to services that are free of charge is based on the statutory provisions.
- 11.3 The provisions in this Clause 11.3 apply for services for which there is a charge:
- 11.3.1 A defect shall be deemed to exist if the service against payment does not fulfill the functions conclusively specified in the service description or if these functions provide defective results so that the use of the platform is impossible or significantly restricted.
- 11.3.2 The Business Customer is obligated to immediately notify payever in writing of any errors and to describe them in detail or have them recorded by payever so that payever is informed as early as possible and can possibly analyze, reproduce and remedy the error with the Business Customer.
- 11.3.3 payever is required to correct defects in the payever Platform and the related services for which there is a charge within a reasonable time. Equivalent to the foregoing is to provide instructions for the use with which the Business Customer can reasonably bypass errors that have occurred in order to use the payever Services in accordance with the contract.
- 11.3.4 The Business Customer undertakes to grant payever access to the Business Customer's shop system or other programs to the extent this is necessary and can be reasonably expected of the Business Customer for the purpose of examining and correcting defects.

12 Liability

- 12.1 payever only enables the technical processing of transactions between Business Customers and End-Customers as well as between Business Customers and External Service Providers (e.g. Banks and payment service providers) using the payever Platform. Therefore, payever is not liable in any manner whatsoever for obligations under such contracts.
- 12.2 In the case of payever Services which are free of charge, payever is liable in accordance with the provisions in the law which apply for lending out items [*Leihe*].
- 12.3 In the case of services for which there is a charge, payever is liable for damages in accordance with the provisions in the law on personal injury and for damages in accordance with the German Product Liability Act [*Produkthaftungsgesetz*] as well as for damages which have been caused by intentional or grossly negligent or fraudulent misconduct or for damages resulting from any guarantees.
- 12.4 Aside from this, in the case of services for which there is a charge, payever is liable for damages resulting from culpable violation of material contractual duties, i.e. those duties, the performance of which first even makes it possible to properly perform the contract and which the Business Customer can normally rely on being complied with. The liability is limited to compensation for the typically foreseeable harm under the contract. In these cases, payever shall not be liable for lost profits or indirect damages.
- 12.5 Any further liability of payever for damages is excluded.
- 12.6 To the extent the liability of payever is excluded or limited, this also applies for the personal liability of the legal representatives, senior employees and payever's agents for purposes of performance [*Erfüllungsgehilfen*].
- 12.7 The Business Customer is required to notify payever in writing without undue delay about any damages that fall under the above provisions on liability or to have such damages recorded by payever, so that payever is informed as early as possible and can conduct any litigation of harm together with the Business Customer.
- 12.8 Any contributory culpability on the part of the Business Customer will be taken into account. payever is especially only liable for the recovery of data to the extent the Business Customer has taken all data back-up precautions in accordance with the state of the art in technology.

13 Rights of use

- 13.1 The software forming the basis of the payever Platform is protected by copyright. payever is the sole holder of all intellectual property rights.
- 13.2 The Business Customer is granted the non-transferrable, non-sublicensable, non-exclusive, worldwide right limited to the term of this Agreement to access the functionalities of the Platform through the internet for the purposes of this Agreement. The Business Customer does not receive any further rights. The underlying software of the Platform shall be operated exclusively by payever and the Business Customer shall not be entitled to download or install it or otherwise reproduce, distribute or use it; the Business Customer shall also not receive any rights to the source code.

14 Contract term and termination

- 14.1 A contract with payever for cost-free payever Services is concluded for an indefinite period of time, starting on the date when the contract is concluded.
- 14.2 payever Services for which there is a charge always have a specific minimum contract term beginning on the date when the contract is concluded. The respective contract is automatically extended by a certain period unless the proper notice of termination is given prior to the expiration of the minimum contract term or the then current contract term. You can find details about the contract term, extensions and notice periods in the respective service description.
- 14.3 Both Parties can terminate cost-free payever Services at any time; in the case of paid Services, a notice period shall apply, if applicable, in accordance with the service description or the relevant passages in these Ts&Cs. The notice of termination must be in text form. Sending an email satisfies this requirement; the email must come, however, from an address of the Business Customer known to us when the notice of termination comes from the Business Customer in order to be able to clearly attribute the notice of termination to the Business Customer.
- 14.4 Both Parties retain the right to give notice of termination of the contract with immediate effect for just cause.
- 14.5 To the extent the Business Customer receives services provided by External Service Providers, those services are potentially subject to the own terms and conditions of contract which can also contain provisions on the contract term and termination of the respective contract. These termination rights and periods shall not affect those of this agreement.

15 Confidentiality and secrecy

- 15.1 The Parties undertake to treat confidential information and documents of the other party which are either to be regarded as confidential due to the nature of the information or the circumstances of their disclosure or which have been designated or marked as confidential by the disclosing party as trade secrets, to use them exclusively for the purposes of this agreement and not to make them accessible to third parties. The receiving party shall take appropriate technical and organizational measures to prevent unauthorized access/disclosure of confidential information. Third parties within the meaning of this agreement shall also include companies affiliated with the respective receiving party in which the receiving party does not hold a majority of capital and voting rights. The employees of the receiving party as well as other third parties engaged by it (including subcontractors and freelancers) shall be obligated accordingly.
- 15.2 Confidential information on the part of payever shall include, in particular, the software of the Platform, the visual design of the software, the user interface and all operating elements as well as all technologies of payever, and information provided by payever in the context of support requests or cooperation for the purpose of troubleshooting.

- 15.3 The receiving party shall be entitled to disclose the information and documents made available to it to third parties if and to the extent this is indispensable for the performance of this agreement or the exercise of contractual rights or if this is mandatory for legal or regulatory reasons. In the event of requests by third parties, judicial or administrative authorities regarding the disclosure of confidential information, the receiving party shall immediately inform the disclosing party thereof in writing or in text form. The receiving party shall further support the disclosing party in its efforts to prevent the disclosure of the confidential information.
- 15.4 The duty of confidentiality shall not apply to the extent that the confidential information was already known to the receiving party prior to disclosure, is generally known or becomes known through no fault of the receiving party, was developed by the receiving party itself without access to the confidential information of the disclosing party or is brought to the attention of the third party by a bona fide third party authorized to do so. The mandatory statutory duties of disclosure shall remain reserved. If the receiving party invokes one or more of the aforementioned reasons, it must substantiate them by submitting suitable evidence.
- 15.5 The duty of confidentiality shall commence upon knowledge of the confidential information and shall continue for the entire term of this contract. In addition, the duty of confidentiality shall exist for a period of five years from termination or the end of the term of the contract, unless statutory provisions provide for a longer duty of confidentiality. In particular, any business secrets shall be treated confidentially for as long as they are business secrets.
- 15.6 During the period of validity of this confidentiality obligation, confidential information shall be returned immediately, undamaged and in full at the first request of payever, insofar as this would not contradict performance obligations under this agreement. payever may also order that certain confidential information be destroyed, deleted or placed in safekeeping and that the execution be confirmed in writing by the Business Customer. The above provisions in this clause shall only apply to the extent that this does not significantly impair the use of the contractual service in accordance with the agreement.
- 15.7 Notwithstanding the foregoing, payever shall be entitled to name the Business Customer as a reference customer or cooperation partner, in particular in advertising materials and publications in all media as well as in the context of presentations and press releases, advertising materials such as emails and mailings and on the payever website. For this purpose, payever may also use the company name (Section 17 of the German Commercial Code, *Handelsgesetzbuch*, "HGB") and the logo of the Business Customer (also insofar as this is protected by trademarks or other marks). The Business Customer may revoke this consent in writing at any time with effect for the future. This clause 15.7 shall only apply if and to the extent that the information does not allow any conclusions to be drawn about the natural person behind the Business Customer and the scope of application of the General Data Protection Regulation is opened.
- 15.8 With the exception of clause 15.7, the above provisions shall not establish any rights of use under intellectual property law. All rights of use granted under this agreement shall remain unaffected by the above provisions.

16 Duty to back-up data and data protection

- 16.1 The Business Customer undertakes to take all required measures under data protection law.
- 16.2 When providing and operating the Platform as well as the related services, payever functions as a data processor within the meaning of the German Data Protection Act [*Bundesdatenschutzgesetz*, "BDSG"] and the General Data Protection Regulation with regard to personal data for which the Business Customer is the data controller. For this purpose, the Parties are concluding a corresponding data processing agreement in accordance with the requirements in the law which is attached to this agreement as [Annex 1](#).
- 16.3 payever has no duty of safe-keeping or duties to protect data integrated or imported by the Business Customer or Users that go beyond the degree necessary for using the payever Platform. The Business Customer is responsible for complying with any duties to retain records under commercial law or tax law.

17 Compensation for payever Services for which there is a charge

- 17.1 The prices for payever Services for which there is a charge are set forth in the price list or the product description applicable at the time the respective Contract is concluded. All prices are stated without value added tax.
- 17.2 payever is entitled to adjust in a specific case the amount of the compensation to be paid on an ongoing basis by the Business Customer with effect for the future by giving two months' advance unilateral notice to the Business Customer during the term of the contract if such a price increase corresponds to a general increase in the prices of payever.
- 17.3 If payever makes a material increase in the price, the Business Customer has a special right of termination. The Parties assume when the contract is concluded that a substantial price increase normally exists in the case of an increase of 20 % of the compensation agreed in the corresponding specific case. payever will inform the Business Customer about such a special right of termination and state a reasonable deadline for exercising the special right of termination. If the Business Customer does not make use of its special right of termination within the deadline set for the Customer, the Business Customer's consent to an adjustment of the compensation is deemed to have been issued and the contract will continue in accordance with the new terms and conditions. payever will inform the Business Customer about this legal consequence.
- 17.4 The Business Customer will be in default with payment of the agreed compensation if the payment is not received at payever within two weeks after receiving the invoice. In the case of default in payment, interest will be charged in an amount of 9 percentage points above the base interest rate of the European Central Bank. If the business customer is in default with its payments and payever must issue a reminder for the payment, payever reserves the right to charge reminder fees in the amount of EUR 2.50. The assertion of any further damages is reserved. The Business Customer retains the possibility to prove that payever did not incur any damages or incurred lower damages.
- 17.5 In the event of default in payment, payever reserves the right to block the customer account of the relevant Business Customer or the User until receipt of the outstanding payments.

18 Time bar

- 18.1 Claims of the Business Customer based on a violation of a duty that does not constitute a defect are time barred within one year beginning when the claim arises, unless intentional or grossly negligent misconduct is involved. This does not apply if the involved harm to the Business Customer consists of personal injury. Claims based on personal injury are time barred in the statutory time bar period.
- 18.2 Claims for correction of defects are time barred within one year after the time bar period starts to run under the law, unless there has been a fraudulent failure to disclose the defect.

19 Subsequent amendments to these Ts&Cs and the payever Services

- 19.1 The following provisions shall apply to amendments to the Ts&Cs with regard to cost-free payever Services:
- 19.1.1 payever reserves the right to amend these Ts&Cs as well as any existing supplementary contractual conditions without stating reasons. In such a situation, payever will give the Business Customer reasonable notice in text form, at least four (4) weeks, prior such a change takes effect. Within this period, the Business Customer shall be entitled to extraordinary termination with effect from the expiry of this notice period. payever shall inform the Business Customer of the special right of termination. If the Business Customer does not make use of this special right of termination, the contract shall continue with the amended terms and conditions after the expiry of the period. payever shall also inform the Business Customer of this legal consequence in the notice of amendment.
- 19.2 The following provisions shall apply to amendments to the Ts&Cs with regard to payever Services for which there is a charge:

19.2.1 payever reserves the right to amend these Ts&Cs as well as any existing supplementary contractual conditions. In such a case, payever shall notify the Business Customer of such an amendment in text form with a reasonable notice, at the latest four (4) weeks prior such change takes effect. Within this period, the Business Customer shall be entitled to terminate the contract extraordinarily with effect from the expiry of the period. payever shall inform the Business Customer of the special right of termination. If the Business Customer does not make use of this special right of termination, the contract shall continue with the amended Ts&Cs after the expiry of the period. payever shall also inform the Business Customer of this legal consequence in the notice of amendment.

19.2.2 Amendments to the Ts&Cs that affect the payever Services for which there is a charge may only be made:

- a) to comply with the applicable law and the case law in this respect or due to a change in the applicable law or the case law in this respect;
- b) to ensure or improve IT security and the technical performance of the payever services;
- c) to adapt the payever services to existing or new market-specific needs of the clientele or the clientele of payever; or
- d) due to actual business reasons of payever, such as the optimization of its own operational processes, provided that the legitimate interests of the customers are sufficiently taken into account;

and only insofar as the main performance obligations of the Parties are not significantly changed to the disadvantage of the Business Customer.

19.3 payever regularly enhances and adapts the range of services and functions of the payever Services in order to adapt them to new (security) technical or market-specific requirements or to implement new functionalities. Such enhancements and adaptations usually made available by means of technical updates, upgrades or patches of the payever services. The acceptance and installation of such updates, upgrades or patches by the Business Customer shall be deemed an active acceptance of the respective changes to these Ts&Cs including additional agreements between the Parties and excludes the Business Customer's special cancellation rights pursuant to Sections 19.1 and 19.2 provided that payever fulfils its obligations with regard to the notice of amendment. Payever will inform the Business Customer refers to this legal consequence in the notice of amendment.

19.4 Both Parties' right to ordinary cancellation of the respective agreement remains unaffected.

20 Final provisions

20.1 The Parties agree on the application of the law of the Federal Republic of Germany, except for the United Nations Convention on Contracts for International Sale of Goods (CISG) dated 11 April 1980, with regard to all legal relationships under and in connection with the contractual relationship between the Business Customer and payever.

20.2 Place of performance is at the registered office of payever.

20.3 Exclusive jurisdiction for all disputes between the Parties under and in connection with these Ts&Cs is in Hamburg.

20.4 Contractual claims against payever can only be assigned to third parties with the prior written consent of payever. The Business Customer can only exercise a set-off or a right of retention based on its own claims if its claims have been finally adjudicated or are undisputed or have been acknowledged.

20.5 If individual provisions in these Ts&Cs, including this provision, are completely or partially invalid, this does not affect the validity of the remaining provisions or parts of such provisions. Instead of the invalid or missing provisions, the respective statutory provisions apply.

[Annex 1](#)

Data Processing Agreement

Date [01.12.2025]