

GENERAL TERMS AND CONDITIONS OF BUSINESS

These are the General Terms and Conditions of Business ("GT&Cs") of Wirecard Technologies GmbH, Einsteinring 35, 85609 Aschheim ("Wirecard Technologies") concerning use of its e-commerce platform SUPR, which is available at <http://de.supr.com> ("SUPR").

SUPR enables sellers, service providers and other business owners ("Shop Operators") to create, adapt and manage their own online shop ("SUPR Online Shop"). Additionally, SUPR offers the technical means to technically link services of selected third parties to the respective SUPR Online Shop and thus use these services.

Sellers are then able to sell products, services and deliverables to their own customers via these SUPR Online Shops. In this respect, customers of the SUPR Online Shops can either conclude a contract with the respective Shop Operator as non-registered customers ("Visitors") or as registered customers of the SUPR network ("Members"). The SUPR network ("SUPR Network") joins together all SUPR Online Shops and enables Members to make purchases on a cross-shop basis. For this, the customer has to register, once only, for the SUPR Networks and is then able to log in with his log-in details and conveniently make purchases within the network. As a result of the conclusion of a contract concerning the creation of the SUPR Online Shop, the Shop Operator is also registered as a Member of the SUPR Network. Use of the SUPR Network by Members and Shop Operators will be governed by separate GT&Cs, viewable [here](#). Visitors and Members are hereinafter jointly referred to as "Customers".

The English version of these GT&Cs is provided only for assistance. The German version, which shall be provided to Shop Operators at any time upon request, shall be the sole authoritative version and shall be solely binding for the purposes of interpretation.

1. SCOPE OF APPLICATION

1.1 These GT&Cs will apply to all contracts concluded between the Shop Operator and Wirecard Technologies concerning the setting-up and use of a SUPR Online Shop.

1.2 Deviating, conflicting or supplementary General Terms and Conditions of Business of the Shop Operator will become part of the contract in relation to Wirecard Technologies only if and insofar as Wirecard Technologies has given its express written consent to their application. These GT&Cs will apply even if Wirecard Technologies unreservedly renders the services despite knowing of terms and conditions conflicting with or deviating from these GT&Cs.

2. CONTRACTUAL PARTNER

2.1 These GT&Cs will govern the contractual relations between SUPR and the Shop Operators.

2.2 Only companies as defined by Section 14 BGB, i.e. individuals or legal entities, or partnerships with legal capacity, that are acting in pursuit of their trade or their self-employment when entering into a legal transaction, can be Shop Operators.

2.3 Only persons who are of legal age (as defined by Section 2 BGB) and full legal capacity (as defined by Sections 104 et seqq. BGB) may register as Shop Operators. If the individual's place of residence is in a country other than Germany, the statutory provisions applicable there relating to full age and legal capacity will apply.

3. SUBJECT-MATTER OF THE SERVICES, AVAILABILITY

3.1 SUPR is an online service that enables Shop Operators to create, adapt and manage their own Online Shop. Via these SUPR Online Shops, Shop Operators are then able to sell products to their Customers and/or offer services and/or deliverables to their Customers. Wirecard Technologies offers a multitude of services for this on SUPR. Some of these are already made available to the Shop Operator on SUPR upon registration ("Basic Services"), and some can, subject to a fee, be ordered on SUPR as a separate service following registration ("Premium Services"). Moreover, it is possible to order packages that combine multiple Premium Services ("Tariff Plans"). Additionally, SUPR also displays services that the Shop Operator can order from selected third parties ("Third-party Providers"), including, for example, legal consultants, content providers, web designers. With regard to offers from Third-party Providers, Wirecard Technologies is called in only as an intermediary platform between the Shop Operator and the Third-party Provider. Wirecard Technologies will not be a party to the contracts with Third-party Providers and will assume no responsibility for these.

3.2 The subject-matter and scope of the services will ensue from the description of the services on the SUPR website as current at the time of the purchase order. The SUPR services will, among other things, include:

3.2.1 CONFIGURATION AND CUSTOMISED ADAPTATION

SUPR offers the technical means to configure the SUPR Online Shop. In this respect, the free basic version already includes one layout for SUPR Online Shops.

Additionally, SUPR offers many options for customising the layout offered. For this, SUPR makes available various tools and input masks. Among other things, the Shop Operator is given the option of uploading images and graphics and designing its Online Shop with a CSS source code using the CSS Code Editor. All options as well as any existing performance requirements (system requirements) and performance restrictions are described on the SUPR website.

3.2.2 OPERATION

SUPR offers Shop Operators various tools (some as a Basic Service, some as a Premium Service on an individual basis or on a tariff basis) necessary for the operation of an Online Shop. This includes, on the one hand, the means enabling the Shop Operator to incorporate article and information sites into its respective Online Shop and, on the other hand, tools that enable ordering, payment, order acknowledgement and invoicing. Furthermore, a management area is made available to the Shop Operators. A precise description of the services is given on the SUPR website.

3.2.3 WIDGETS

Regardless of an Online Shop, Shop Operators will also be able to use so-called widgets following registration. Widgets are modular components that Shop Operators and other providers can integrate into their websites, blogs, social media and apps. They enable a single product to be offered for sale without an Online Shop. Widgets contain only the representation of a product, including a checkout module. A precise description of the services is given on the SUPR website.

3.2.4 CONNECTION TO THIRD-PARTY SERVICES

For the operation of the Online Shop, Wirecard Technologies additionally collaborates with Third-party Providers that offer their services on SUPR (e.g. for marketing, payment or shipment). For these services, the Online Shop Operators may order from Wirecard Technologies the technical means to use these third-party services (as a Premium Service). However, the third-party service itself will be rendered by the Third-party Provider on the basis of a separate contract (independently of Wirecard Technologies).

3.2.5 HOSTING

SUPR enables the complete hosting of all article data and SUPR Online Shop content and makes the SUPR Online Shop available at its own web address. The storage space for this hosting is limited. A precise description of the services and details relating to storage space limitations are given on the SUPR website.

3.2.6 SUPR NETWORK

The SUPR Network combines all SUPR Online Shops. Every Customer who has registered for this as a Member can, by logging in, make purchases from every other shop in the SUPR Network without having to register anew. Additionally, Shop Operators can use the SUPR Network's functionalities also as Customers for contracts with other SUPR Online Shops. Upon the registration of a SUPR Online Shop, the SUPR Network's functionalities will also be activated for Shop Operators.

3.2.7 SUPPORT

Wirecard Technologies makes available to the Shop Operator various help services and guides as text or video. Contact options are provided or retrievable on the SUPR website.

3.3 Wirecard Technologies offers the Shop Operator the means to operate up to a total of five SUPR Online Shops via SUPR. This will apply even if the Shop Operator registers multiple times, e.g. under different usernames.

3.4 Wirecard Technologies guarantees an availability rate of 99 % on average over the year. The following times are excluded herefrom:

3.4.1 times when the services are unavailable owing to technical or other problems that are not within the sphere of influence of Wirecard Technologies (force majeure, fault on the part of third parties, causes within the Shop Operator's sphere of influence (e.g. hardware faults) etc.);

3.4.2 times of non-availability owing to scheduled and announced maintenance work. Wirecard Technologies will endeavour to schedule such maintenance work at times that will cause the least possible disruption to the operation of the individual SUPR Online Shops, e.g. during times of low usage of SUPRA Online Shops. In this respect, it is to be taken into account that Wirecard Technologies cannot fully rule out such disruption, as SUPR Online Shops are possibly provided in different time zones.

3.5 Insofar as interfaces for the integration of Third-party Providers' services are made available to the Shop Operator, Wirecard Technologies guarantees that the functionality of such interface will correspond to the respective performance specification. Beyond this, no further compatibility with the Third-party Providers' services is guaranteed.

4. REGISTRATION AND CONCLUSION OF A CONTRACT CONCERNING FURTHER SERVICES

4.1 The shop URL and the Shop Operator's email address will be requested during the registration process on the SUPR website. By filling in and sending off the form for the registration of a new shop, the Shop Operator will apply for the conclusion of a contract with Wirecard Technologies. By entering the necessary information, by accepting these GT&Cs, the **Network GT&Cs** and the **Data Protection Notice** and by clicking on the "Register free of charge" button, the Shop Operator will submit an offer for the conclusion of a contract concerning use of SUPR and the SUPR Network. The Shop Operator will automatically receive confirmation of receipt requesting confirmation of the email address given. Only after this email address has been successfully confirmed by the Shop Operator will the contract with Wirecard Technologies be brought about.

4.2 Following registration, the Shop Operator will be able to order Premium Services from Wirecard Technologies on an individual basis or in the form of tariff plans. To this end, the Shop Operator will select on SUPR the respective Premium Service and/or the Tariff Plan by clicking on the “Make a booking” button. An order form will then appear. By entering the necessary information, by accepting the Special Terms and Conditions applicable to the Premium Service in the individual case concerned and by clicking on the “Make a binding booking” button, the Shop Operator will submit an offer for the conclusion of a contract concerning use of the respective Premium Service or the Premium Services combined in the Tariff Plan. The Shop Operator will automatically receive confirmation of receipt of the purchase order. The contract will not be brought about until the Shop Operator has received SUPR’s acknowledgement of the order.

4.3 In the case of offers with Third-party Providers, Wirecard Technologies will act only as an intermediary. Upon selecting the Third-party Provider’s offer, the Shop Operator will be redirected to the Third-party Provider’s website or offer. These GT&Cs do not cover the conclusion of a contract between the Shop Operator and the Third-party Provider. Please check the Third-party Provider’s possibly relevant terms and conditions of business.

5. THE SHOP OPERATOR’S DUTIES AND OBLIGATIONS

5.1 The data requested from the Shop Operator during the registration process and during the process of booking Premium Services and/or Tariff Plans will be provided fully and correctly and be regularly updated.

5.2 The Shop Operator undertakes to keep any access details secret in relation to unauthorised third parties. In particular, the username and password will be kept safe in such a way that access to these details by unauthorised third parties is impossible, and misuse of the access by third parties is thus ruled out. The Shop Operator will, without undue delay, inform Wirecard Technologies as soon as it becomes aware that the password has become known to unauthorised third parties. The Shop Operator will be liable for loss incurred upon Wirecard Technologies as a result of any use of SUPR by unauthorised third parties, insofar as the Shop Operator is at fault for this.

5.3 The Shop Operator will ensure that it can be contacted via the email address provided by it. In principle, the correspondence concerning the contract between Wirecard Technologies and the Shop Operator will be handled via email.

5.4 The Shop Operator will refrain from using the contractual services in any way that impairs the functionality of SUPR or other services of Wirecard Technologies or that is to be classified as an attack on third parties (e.g. hacking attempts, use or sending of spy software, mass sending of emails).

5.5 The Shop Operator will be responsible for the legitimacy of its SUPR Online Shop. In particular, the Shop Operator will

5.5.1 arrange and use its SUPR Online Shop(s) in accordance with the statutory requirements relevant in the territory where distribution is envisaged;

5.5.2 heed the statutory requirements also for the integration of third-party services via interfaces made available by Wirecard Technologies;

5.5.3 in particular heed copyrights, trademark rights, patent rights, name rights and marking rights, as well as other industrial property rights or personality rights of third parties, and not update and/or make publicly accessible any data files or information with content or representations that infringe third-party rights or in respect of which the Shop Operator does not have the rights necessary for implementing this contract with Wirecard Technologies;

5.5.4 not make publicly accessible any extremist (as defined by Sections 130, 130a and 131 StGB) content or any content that is sexually indecent, is pornographic as defined by Section 184 StGB or is likely to cause serious moral harm to children or adolescents or impair their well-being or harm the reputation of Wirecard Technologies;

5.5.5 fulfil the respective applicable duties relating to provider identification ("Mandatory Legal Notice") and duties to provide information concerning data protection ("Data Privacy Statement").

5.6 Contractual relations with Customers that place purchase orders on the SUPR Online Shops will arise only between the Shop Operator and the respective Customer. Only the Shop Operator will be obliged in relation to its Customers.

5.7 In SUPR, the Shop Operator will only enter data that is stored separately as backup copies and will not be irrecoverable in the event of loss. Wirecard Technologies' liability for loss of data will be limited to the customary recovery expenditure that would have been incurred, had backup copies been made accordingly. Liability will not apply, insofar as the loss incurred would have been avoided, if the Shop Operator had regularly backed up all relevant data commensurately with the risk.

6. COSTS AND CHARGES

6.1 The Basic Services from Wirecard Technologies will be free of charge. The Shop Operator may be obliged to pay monthly fees as a result of the conclusion of a contract concerning Premium Services and/or Tariff Plans.

6.2 Prices for Premium Services and/or Tariff Plans will ensue from the price list <https://supr.com/pricing/> or from the description of the respective Premium Service and/or the Tariff Plan.

6.3 Monthly fees arising for Premium Services and/or Tariff Plans will be settled via the available payment methods. The Shop Operator will select the payment method when booking the respective Premium Service or the respective Tariff Plan or by separate email notification to Wirecard Technologies (the options are described in greater detail on the SUPR website) and by authorising the payment instruction.

6.4 In the event of unsuccessful direct debits, or in the event of booking reversals (e.g. charge-backs), for which the Customer is at fault, Wirecard Technologies may, for every unsuccessful direct debit or booking reversal, charge the Shop Operator for the costs incurred upon Wirecard Technologies and for the costs charged by third parties.

6.5 In the event of cancellation, or reversal of a booking, by the Shop Operator or in the event of an unsuccessful direct debit (e.g. owing to insufficient funds on the bank account or owing to incorrect bank account details), Wirecard Technologies will be entitled to wholly invoice the Shop Operator for any applicable fees to be paid for Premium Services and/or Tariff Plans for the entire residual term. In the case of SEPA direct debits, Wirecard Technologies will give at least 5 calendar days' prior notice of the direct debit (e.g. by issuing an invoice).

6.6 The invoice for Premium Services will be issued in pdf format and be sent automatically by email to the email address given by the Shop Operator. On request, and subject to a processing fee per invoice, the invoice may be sent by post. The sum of the processing fee will depend on the actual shipping costs.

7. RIGHTS OF USE, INDEMNIFICATION

7.1 During the respective contract term, Wirecard Technologies will, in respect of software, programmes, scripts, content, texts, images, animations, film material and sound material made available ("SUPR Services"), grant the Shop Operator the non-exclusive (ordinary), non-transferable, non-sublicensable right to use the respective contractual SUPR Service for the contractual purpose. The contractual SUPR Services will not be made available physically outside of Wirecard Technologies' SUPR infrastructure. The subject-matter of this right of use encompasses Internet-based access to the SUPR Services offered by Wirecard Technologies. The right of use also relates to new SUPR service versions, updates and upgrades imported by Wirecard Technologies during the term of the contract.

7.2 During the respective contract term, the Shop Operator will, in respect of the content of its Online Shops, such as images, layout ("Shop Operator IP"), grant Wirecard Technologies the non-exclusive (ordinary), non-transferable, non-sublicensable, territorially unlimited right to fully use the Shop Operator IP for advertising purposes. The granting of rights expressly encompasses all known and unknown forms of advertising on the Internet and in all other media outside of the Internet, in particular on the television and in print media. It also encompasses use of extracts of the Shop Operator IP and use in connection with other works.

7.3 The Shop Operator guarantees that it owns the rights granted and that it is entitled to effectively grant Wirecard Technologies the rights mentioned in subsection 7.2. Additionally, the Shop Operator guarantees that it will comply with the requirements under subsection 5.5.3, and that the works are free of third-party rights that could conflict with the granting of the rights under the contract.

7.4 On first request, the Shop Operator will indemnify Wirecard Technologies against all third-party claims, in particular against claims on account of copyright infringements or personality right infringements, that are asserted against Wirecard Technologies in connection with the exercise of the contractual rights. The above obligation will apply only insofar as the Shop Operator is at fault for the infringement of rights. The Shop Operator will, without undue delay, notify Wirecard Technologies, if it becomes aware of any impairments of the contractual rights. Wirecard Technologies will be entitled to take suitable measures itself to avert third-party claims or to pursue its rights. Measures by the Shop Operator itself will be subject to prior agreement with the licensee. Indemnification will also include reimbursement of the costs incurred upon the licensee as a result of any legal action/legal defence.

8. WARRANTY

8.1 If the services become unsuitable, or materially less suitable, for the contractual use, the Shop Operator will, without undue delay, inform Wirecard Technologies thereof in text form.

8.2 Insofar as the statutory provisions relating to liability for defects under lease agreements apply to individual services rendered under these GT&Cs, Section 536 a (2) BGB (the lessee's right to eliminate defects itself) and Section 536 a (1) BGB (the lessor's liability for damages) will be waived, insofar as the standard concerned provides for no-fault liability.

9. LIABILITY

9.1 Wirecard Technologies will be liable for wrongful intent and gross negligence without limitation. In cases of slight negligence, Wirecard Technologies will be liable without limitation in accordance with the Produkthaftungsgesetz as well as in the event of loss arising from mortal injury, physical injury or health damage to persons.

9.2 In all other respects, Wirecard Technologies will, in cases of slight negligence, be liable only in the event of a breach of a material contractual duty where fulfilment of the duty is a prerequisite for the proper implementation of this contract, compliance would normally be expected by the Shop Operator, and a breach would, on the other hand, jeopardise the attainment of the contractual purpose (material contractual duty). In these cases, liability will, in terms of the amount, be limited to the loss that was foreseeable at the time of the conclusion of the contract and is typical of this type of contract. This limitation of liability will also apply in favour of the authorised agents used by Wirecard Technologies.

9.3 In the case of liability for data loss, subsection 5.7 of these GT&Cs will apply.

10. STATUTE OF LIMITATION

10.1 The general limitation period for the Shop Operators' claims arising from this contract (also for contractual and extra-contractual damage claims) is one year, unless the application of normal statutory limitation (Sections 195 and 199 BGB) would lead to a shorter limitation period in the individual case concerned. The limitation period will begin at the point in time specified in Section 199 (1) BGB.

10.2 The Shop Operators' claims arising from subsection 9.1, sentence 1, or arising from the Produkthaftungsgesetz, and in cases of loss arising from mortal injury, physical injury or health damage to persons will be excluded from the provision in subsection 10.1. Such claims will be governed by the statutory provisions.

11. CONTRACT TERM, TERMINATION AND BLOCKING

11.1 The contract concerning Basic Services will be concluded for an unlimited period.

11.2 Wirecard Technologies may terminate the contract as a whole or in respect of individual Basic Services at any time with six weeks' notice in text form. The contract may be terminated by the Shop Operator at any time with six weeks' notice in text form. This may be brought about by letter or by email. In the case of notice of termination by the Shop Operator, notice will be sent to Wirecard Technologies' address of the branch located Gleueler Straße 245-249, 50935 Cologne or to unsubscribe@supr.com. In the case of notice of termination by Wirecard Technologies, notice will be sent to the address registered in the Shop.

11.3 The contract concerning Premium Services and/or Tariff Plans will be agreed upon for a contract term of six months in each case and be extended by a further six months at a time, unless six weeks' notice of termination of the respective Premium Services is given before the respective contract term ends. In the case of booked Premium Services and/or Tariff Plans, the right of ordinary termination mentioned in subsection 11.2 will be excluded for the term of the Premium Services and/or Tariff Plans. Termination may be brought about by letter or by email. In the case of notice of termination by the Shop Operator, notice will be sent to Wirecard Technologies' address of the branch, located Gleueler Straße 245-249, 50935 Cologne or to unsubscribe@supr.com. In the case of notice of termination by Wirecard Technologies, notice will be sent to the address registered in the Shop.

11.4 The right of extraordinary termination for good cause without prior notice will remain unaffected. Good cause will exist, if there are existing facts that, in due consideration of all circumstances of the individual case concerned and the interests of the contracting Parties, make it unreasonable for the terminating Party to continue the contract as a whole or in respect of individual Premium Services and/or Tariff Plans. Good cause entitling Wirecard Technologies to extraordinary termination will exist, if, in particular, but not exclusively, one of the events specified below occurs:

11.4.1 Good cause will exist, if, in particular, the Shop Operator materially breaches the duty arising from subsections 5.4. and 5.5.

11.4.2 Insolvency proceedings concerning the Shop Operator's assets are instituted.

11.4.3 The Shop Operator defaults on the payment of a monthly invoice for the fees to be paid under this agreement and, despite a reminder and the setting of a grace period by Wirecard Technologies, fails to make this payment within the set period.

11.5 When the contract ends, Wirecard Technologies will inform the Shop Operator that the Shop Operator's data will be deleted within a period of six weeks, insofar as this data is no longer needed for handling the contract. This data may be requested from Wirecard Technologies before it is deleted, or this data will be available to the Shop Operator in the log-in area for downloading. The data format available is described on the SUPR website. If costs are incurred upon Wirecard Technologies in connection with the sending of this data (e.g. data carrier and postage costs), Wirecard Technologies will invoice the Shop Operator for these costs.

11.6 Wirecard Technologies will be entitled to delete unlawful content or – insofar as necessary – block the Shop Operator's access to the content and/or contractual services concerned in the event of a breach of provisions under subsections 5.4 and 5.5 of these GT&Cs. Prior to the deletion of data, and following the blocking of data, Wirecard Technologies will, insofar as possible, give the Shop Operator the opportunity to comment. The right to terminate the contract for good cause will remain unaffected. If the Shop Operator is at fault for the breach, Wirecard Technologies will be obliged to compensate for the loss resulting therefrom.

12. DATA PROTECTION

12.1 The Shop Operator will be responsible for compliance with applicable data protection law in relation to its Online Shop Visitors and Customers on the SUPR platform. In particular, the Shop Operator will be responsible for the lawfulness of the data processing in connection with use of the Online Shop and for compliance with the duties to inform on the basis of the (EU) 2016/679) General Data Protection Regulation (EU) 2016/679) applicable from 25.05.2018 and the national data protection laws.

12.2 As the SUPR platform operator, Wirecard Technologies GmbH will collect and process personal data on behalf of the Shop Operator. By concluding the contract, therefore, the Shop Operator undertakes to sign and return the agreement on commissioned **data processing** to Wirecard Technologies in duplicate.

12.3 Further information on the handling of personal data on the e-commerce platform SUPR can be found **here**.

13. AMENDMENT OF THE GT&CS, ALTERATION OF SERVICES

13.1 The GT&Cs may be amended insofar as this is necessary for adapting to developments that were unforeseeable at the time of the conclusion of the contract and were not initiated by Wirecard Technologies or are beyond Wirecard Technologies' influence, and that, if not taken into account, would disrupt the balance of the contractual relationship to a significant extent, and insofar as material provisions of the contractual relationship are not affected as a result thereof. Material provisions are provisions concerning the type and extent of the contractually agreed services and concerning the contract term, including the provisions relating to termination. Furthermore, the GT&Cs may be adapted insofar as this is necessary for eliminating material difficulties in the implementation of the contract that are due to omissions in the contract that have arisen after the contract was concluded. This may be the case, if, in particular, case law relating to the effectiveness of provisions of these GT&Cs changes, if one or more provisions of these GT&Cs are declared ineffective by case law, or a change of law leads to one or more provisions of these GT&Cs being ineffective.

13.2 Wirecard Technologies will be entitled to carry out at any time changes to the IT systems used to provide SUPR, and/or changes to other SUPR Services, if and insofar as this is necessary for good reason unforeseeable at the time of the conclusion of the contract, and the Shop Operator can be reasonably expected to accept the change. Good reason will exist insofar as these changes are necessary for adapting to the state of the technological art, or for optimisation, in particular insofar as the changes serve to maintain or improve IT systems and the SUPR Services, or if newly issued or amended statutory or other sovereign provisions make it necessary to alter the Services.

13.3 Moreover, Wirecard Technologies will be entitled to at any time carry out changes to the Basic Services made available. This includes Wirecard Technologies' right to alter the subject-matter of the Basic Services and/or expand or restrict the scope of the Basic Services.

13.4 Wirecard Technologies may, at its reasonable discretion in accordance with Section 315 BGB, adapt the price list (as defined in subsection 6.2.) to the development of the total costs relevant to the calculation of the prices. In particular, the total costs will consist of technical and operating costs relating to the SUPR Services (e.g. the operation of computer centres, hardware, software licences), customer care costs (e.g. accounting and IT system), personnel and service costs, energy costs, overhead costs (e.g. for administration, marketing, rents). A price increase will come into consideration, if the total costs rise, and a price reduction will be made, if the total costs fall. Increases in any type of cost, e.g. technology costs, will be used for a price increase only to the extent that these increases are not balanced out by any reductions in costs in other areas, e.g. in customer care. In the case of cost reductions, Wirecard Technologies will reduce the prices to the extent that these cost reductions are not wholly or partly balanced out by increases in another type of cost. Wirecard Technologies will, in exercise of its reasonable discretion, choose the respective date of a price change in such a way that cost reductions are not taken into account on the basis of criteria more unfavourable for the Shop Operator than cost increases, i.e. in such a way that cost reductions affect the prices at least to the same extent as cost increases.

13.5 The Shop Operator consents to being informed by email (to the email address last given by it) about changes under subsections 13.1 to 13.4. The Shop Operator will be informed, in text form, of planned changes at least six weeks before the changes are scheduled to enter into effect. In the event of changes that are not exclusively in the Shop Operator's favour, the Shop Operator will have the right to terminate the contract in text form (e.g. by letter or email), without prior notice, with effect from the effective date of the changes. This will be specifically pointed out to the Customer in the notification of the changes. The amended GT&Cs will be deemed approved, unless the Shop Operator gives notice of termination in writing or by email within this period after receipt.

13.6 In its notification of changes, Wirecard Technologies will specifically point out the right to lodge an objection, the time limit for doing so, the assumption of approval and the right to terminate.

13.7 Notwithstanding the provisions in subsections 13.4 and 13.5, Wirecard Technologies will, at the time of any change in the statutory rate of value-added tax, be entitled to adjust the prices accordingly in the event of an increase in the statutory rate of value-added tax or be obliged to adjust the prices accordingly in the event of a reduction. This will not give rise to a right of termination for the Shop Operator.

13.8 In all other respects, amendments to the GT&Cs, in particular collateral agreements, must be in text form.

14. FINAL PROVISIONS

14.1 The laws of the Federal Republic of Germany, excluding UN sales law, will apply.

14.2 If the Shop Operator is a merchant, a legal entity under public law or a special fund under public law, Munich will be the place of jurisdiction for all disputes arising from the contractual relationship between the Shop Operator and Wirecard Technologies. This will apply to business owners accordingly.

14.3 Wirecard Technologies reserves the right to wholly or partly transfer to a third party its rights and duties arising from this contract. The Shop Operator will be informed, in text form, of the planned changes at least six weeks before they are scheduled to enter into effect. The Shop Operator will have the right to terminate the contract in text form (e.g. by letter or email), without prior notice, with effect from the effective date of the changes. This will be specifically pointed out to the Shop Operator in the notification of the changes. The transfer of the rights and duties will be deemed approved, unless the Shop Operator gives notice of termination within this period.

14.4 If a provision in this contract is or becomes ineffective or inoperable, this will not affect the validity of the remainder of the contract. The Parties will endeavour to replace the ineffective or inoperable provision with an effective and operable provision that reflects as far as possible the ineffective or inoperable provision in economic terms. The same will apply in the event of any omission in these GT&Cs.