

### Preamble

These contractual terms and conditions for Alipay of Nexi Germany GmbH Helfmann-Park 7, 65760 Eschborn (hereafter known as: 'Nexi') govern the services provided by Nexi, which are to collect payment orders of Alipay.com Co., Ltd. issued by the Alipay payment system in the course of business operations and settle them with the contract partner. These contractual terms and conditions for Alipay of Nexi Germany GmbH supplement the terms and conditions for the acceptance and settlement of credit and debit cards (Germany; hereafter known as 'contractual terms and conditions'). In the case of contradictions, these contractual terms and conditions for Alipay take precedence. The Nexi services which are the subject of this contract for the use of the Alipay payment system are referred to hereafter as 'Alipay service'.

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### A Subject of the contract

Bearing in mind the following provisions, the contract partner is entitled to submit payment transactions generated by using the Alipay payment system to Nexi for settlement. Within the framework of the contractual terms and conditions, the Alipay transactions which are the subject of the contract are treated the same as those where the payment card is physically present.

The contract company will use a terminal which is approved and set up for Alipay transactions. The contract partner will follow the instructions of the terminal manufacturer when operating the terminal. In doing so, the contract partner enters the transaction data into the terminal. The terminal then creates a QR code using the transaction data as well as the data of the contract partner. The customer of the contract partner ('Alipay user') scans the QR code using a smartphone that is equipped with Alipay functionality. This data is transmitted to the Alipay computer from the smartphone. Via their smartphone and their terminal, the Alipay user and the contract partner each receive an authorisation for the transmitted transaction. Nexi will credit the contract partner for transactions generated in compliance with the contractual provisions on the basis of the transaction list received from Alipay.com Co., Ltd. less the agreed percentage commission. The

amount of the remuneration is agreed by the parties in the additional agreement for Alipay.

In order to avoid money laundering and abuse, or in agreement with other provisions, Alipay.com Co., Ltd. may subject the contract partner or Alipay user to limitations, in particular by not authorising individual transactions or excluding individual persons from the Alipay service entirely. Alipay may also make the authorisation of a transaction dependent upon certain identification procedures on the part of the contract partner, for example checking identification.

The contract partner will use the Alipay service exclusively for payments for goods and services provided by the contract partner and as described by the contract partner in the service agreement. In particular, the contract partner will not use Alipay services for the sale of goods and services of third parties and not for merely forwarding electronic assets. The contract partner will not make their terminal available to any third parties for the settlement of Alipay transactions. The contract partner will not use the Alipay service for the sale of any products or services listed in the **appendix**. The same applies for products and services whose sale is prohibited by the applicable laws and regulations. The contract partner will only use the services which are the subject of this contract for Alipay transactions from the agreed countries, barring such an agreement for only Alipay transactions from Germany.

The contract partner will place the Alipay acceptance logo in a sufficiently prominent position at the point of sale and ensure that their checkout staff have been trained in the operation of the terminal for the processing of Alipay transactions. The contract partner will not discriminate Alipay with regard to other payment methods; in particular, the contract partner will not place the Alipay acceptance logo in a less prominent position than the acceptance logos of other payment methods. The contract partner will not charge a fee to Alipay users for payments made using the Alipay service. The contract partner will not make the Alipay service dependent upon a minimum transaction amount nor only allow the use of the Alipay service up to a certain maximum amount. The contract partner will not limit use of the Alipay service in any other way, unless the limitations are contractually agreed with Nexi or are required by law.

Transaction processing at Nexi is carried out on the basis of the transaction list received from Alipay.com Co., Ltd. Nexi receives the list at 6 a.m. (Beijing time) for the transaction data transmitted to Alipay.com Co., Ltd. on the previous day (Beijing time). Processing is only carried out on banking days in the German state of Hesse. Settlement occurs within two banking days following receipt of the transaction list. The contract partner recognises that the processing platform operated by Alipay.com Co., Ltd. is not continuously available due to maintenance times.

The contract partner will retain receipts for Alipay transactions and for the provision of services from the basic relationship (sale of goods, provision of services) for five years and, at the request of Nexi, who makes the request due to a request by Alipay.com Co., Ltd., will transmit these to Nexi. The retention period begins once the transaction has been concluded. This does not affect the statutory obligations to keep business records on file. Should the contract partner be unable to furnish the requested receipts within two weeks at the latest, Nexi is entitled to reverse the credited amount from the transaction in question. Evidence of the transaction includes product name, price as well as appropriate evidence that the goods or services were delivered or rendered properly. The latter could include video, recording, receipt or the address, name and other contact information of the recipient.

The contract partner will ensure, either themselves or through corresponding contractual agreements with service providers, that the hardware and software used for the Alipay service meet the respective requirements for system connectivity.

Should the contract partner approve a credit to an Alipay user via the Alipay payment system, the contract partner will initiate this credit within the working day on which the approval was given using the card payment terminal or checkout connection.

### **B Use of the Alipay acceptance logo**

Alipay.com Co., Ltd. is the owner of all copyrights with regard to the Alipay payment system as well as all Alipay brands in particular. For the duration of the agreement with Nexi, the contract partner is entitled to use the brands and legally protected processes and software exclusively for the use of the Alipay service and within the framework of the stipulations of this agreement. These usage rights are not exclusive, may not be sublicensed and are non-transferrable, and they may be amended or withdrawn in writing during the duration of this contract by Alipay.com Co., Ltd. No copyrights are transferred with this agreement. The contract partner will take reasonable steps to protect the copyrights of Alipay.com Co., Ltd. and will cease to use them at the request of Alipay.com Co., Ltd.

### **C Confidentiality, information, publications**

The parties recognise that information which was received from the other party respectively in connection with the Alipay service and which was labelled as confidential or which could be recognised as confidential according to circumstances has value to the divulging party. For this reason, neither party will divulge such information unless required to do so for the fulfilment of contractual duties or as required by law or authorities. So far as allowable,

the divulging party will inform the other party in advance of any divulgement beyond the handling of the contract.

To the extent required by provisions in legislation or from authorities, the contract partner will make available to Nexi and/or Alipay.com Co., Ltd. information which Alipay.com Co., Ltd. may make available to requesting authorities and cooperating banks.

The contract partner will not issue any press releases or other public statements on the Alipay service without the prior written consent of Nexi. For the duration of this agreement, Alipay.com Co., Ltd. is entitled to name the contract partner along with its brand logo in association with the Alipay payment system, for example in connection with the publication of lists of acceptance outlets or on invoices issued to Alipay users.

Information pertaining to the contract partner will be transmitted for recording to Alipay.com Co., Ltd. in China. The same applies to the transaction data.

### **D Duration, termination**

The additional agreement for the provision of the Alipay service can be terminated with a notice period of 30 days.

Should Alipay.com Co., Ltd. terminates its partnership with Nexi, Nexi is entitled to terminate the Alipay service with a notice period of five days. Should Alipay.com Co., Ltd. exclude the contract partner from the use of the Alipay service, Nexi is entitled to terminate the Alipay service on behalf of the contract partner without notice.

Es wurden keine Einträge für das Inhaltsverzeichnis gefunden.

All amendments or additions to this agreement must be in writing in order to be valid. The same applies to any agreement waiving the requirement for changes to be made in writing. If any provision of the additional agreement is or should become invalid, this does not affect the validity of the remaining provisions. The parties are to replace the invalid provision with a valid provision which best achieves the desired economic result.

### Appendix to Item A, paragraph 4:

Prohibited products and services: illegal political audio and video products and publications; illegal programming channels; confidential governmental documents and information; other reactionary articles and expressions; pornographic audio and video products and publications; pornographic services; pornographic programming channels; other pornographic objects or services; devices and equipment for gambling; private lotteries; gambling/lottery services; drugs and drug paraphernalia; weapons of any kind (incl. military weapons/firearms and accessories); weapon replicas, ammunition and explosives; objects whose possession or use is limited by law; objects used for committing crimes; poisonous goods; dangerous chemicals; narcotics and psychopharmaceuticals; toxic medications; instruments for determining the sex of embryos; impotence drugs; credit speculation service (incl. in relation to rating at Taobao); cash service by means of credit cards; international marriage services; services in relation to hacking; malware; other software services which endanger Alibaba or its associated companies; falsification of certificates and stamps; crowdfunding websites; services associated with high levels of risk; collection of identifying data and other information which endangers the private sphere; devices and materials for espionage; other objects or services for the endangerment of the private sphere; pyramid schemes; lottery draws; gold futures; counterfeit money; bank account transactions (bank cards); shares; funds; insurance; insurance portals; investment savings plans in gold; financial banking products; cash-back services; earmarked prepaid cards; securities; illegal fundraising); money change services; virtual currencies in foreign accounts; receipts; transactions with BitCoin, LiteCoin, YBcoin and other virtual currencies; magic cards etc.; satellite antennas etc.; architectural and cultural relics; objects or services which violate government provisions; fireworks and firecrackers; donations for charitable and aid organisations; human organs; surrogate mother services; surrogate test-taking services; legally protected animals; legally protected plants; smuggled goods; special conditions for special occasions (e.g. the Olympic Games); medications; auctions; video chat services; religious websites; monitoring of personal data on computers; draws; animals and plants bearing dangerous pathogens, parasites or other dangerous germs, as well as products made from such animals and plants; products, medications or other goods from epidemic regions with infectious diseases which endanger the health of humans and animals.