

## giropay Rules & Regulations

### **Definitions:**

The below terms highlighted in bold and used in this agreement are defined as follows:

- Acquirer:** is the contractual partner of the operator, meaning a company or a bank (in terms of § 1 KWG [German Banking Act]), that acquires suppliers for giropay and giropay sub-licences. The Acquirer is also the contractual partner of the supplier.
- Acquirer system:** is the technical platform provided by the Acquirer to operate giropay and used to process giropay transactions.
- Supplier:** is the supplier of goods and/or services on the Internet and affiliated to the acquirer.
- Bank business day:** is, pursuant to No. 26 (2) Paragraph 1 of the General Terms and Conditions of the Deutsche Bundesbank (dated: 1.4.2006): Monday to Friday as long as one of these days is not a nationwide legal holiday, 24th or 31st of December.
- Operator:** is the contractual partner of the bank and the Acquirer that technologically operates giropay either in its own computing centre or hires an IT service provider as a subcontractor to handle technical operations. Furthermore, the operator is a contractual partner of giropay GmbH and therefore possesses all the necessary rights to operate and licence giropay.
- Operator system:** is the technical platform provided by the operator for operating giropay and used to process giropay transactions.

- Warranty:** is the beneficiary from the giro pay bank transfer. The beneficiary is identical to the warranty. This can be both the supplier as well as the Acquirer. If the supplier is the beneficiary, the Acquirer delivers the bank's declaration by forwarding the payment guarantee to the supplier.
- Warranty case:** despite positive confirmation to the warranty, a giro pay bank transfer order is not carried out, so that the payment amount is not credited to the target account specified by the beneficiary. The cause of this is not the responsibility of the beneficiary and/or the Acquirer. Therefore, the beneficiary would like a settlement from the payment guarantee. Additional details, especially on requirements and enforcement, can be found under point 6.
- giro pay:** giro pay is an Internet-based payment method in which information on the beneficiary and the intended purpose from the shop system of a supplier is automatically entered into the online banking mask of its customer. The system also provides the beneficiary with a confirmation statement concerning the completion of the online transfer. The confirmation statement is combined with a payment guarantee from the bank, giro pay is offered by numerous operators by means of different technical systems, but in accordance to uniform standards.
- The systems of the individual operators are connected to one another so that such online bank transfers - with which banks and beneficiaries with different

operators are connected via different systems - can also be processed via giro-pay in accordance with the rules and regulations in this agreement.

**giropay ID:**

the term “giropay ID” covers various online identification and verification services. The required queries to and confirmations from the participating banks are processed analogously to online bank transfers and confirmation statements in the giropay system.

**giropay brands:**

is the common term for the brands listed in the brand book.

**giropay bank transfer:**

is the electronic online bank transfer initiated by giropay when in use. Within the scope of the giropay bank transfer, the customer waives his or her right to terminate the bank transfer contract (also called "transaction").

**Online Age Verification (AVS):**

is the electronic online age verification initiated using giropay ID (AVS), which is compliant with statutory requirements in Germany according to the Commission for Youth Protection in the Media (“Kommission für Jugendmedienschutz”; “KJM”) decision of October 22nd, 2013. In a successful AVS Verification, participating banks confirm to the Supplier whether the Customer is of legal age of majority or not. Personal data, such as the date of birth, are not communicated. AVS does not release the Supplier from its obligation to ensure that the recipient of any shipped items to which youth protection restrictions apply is in fact the same person for which the AVS Verification was completed.

<b>Bank/Issuer:</b>	is the credit institute or bank that is affiliated with giro pay via the operator. The bank provides the necessary authentication processes as well as the transaction page or online banking mask and is the warrantor.
<b>Customer:</b>	is the orderer of a giro pay bank transfer.
<b>Merchant ID:</b>	is the supplier ID generated by the operator.
<b>Negative confirmation:</b>	is notification from the bank that the customer's bank transfer order was not accepted and not transacted.
<b>Payment Service Provider:</b>	is a the technical/operational service provider for giro pay commissioned by the Acquirer.
<b>Positive confirmation:</b>	is the statement generated by the system confirming that the online bank transfer, which is combined with a payment guarantee from the bank, has been transacted.
<b>Transaction:</b>	is an electronic online bank transfer combined with a payment guarantee from the bank to the beneficiary (also called "giro pay bank transfer") initiated through giro pay.
<b>Verification:</b>	is an electronic verification initiated through giro pay ID, for instance an age verification.
<b>Distribution partner:</b>	is a company commissioned by the acquirer for the purpose of acquiring suppliers on behalf of and in the name of the Acquirer.
<b>Payment guarantee:</b>	is the abstract promissory note that is submitted on behalf of the customer by the bank in its own name to the beneficiary. The payment guarantees submit-

ted as part of giro pay are limited in each case to a maximum amount of EUR 10,000 (ten thousand) per bank transfer contract, even if the respective transfer contract is for a higher amount.

## 1. General Requirements for the

- 1.1 At the time the Acquirer contract is signed and during the entire term of the contract, the Acquirer shall meet at least one of the following requirement criteria:
- a) The Acquirer is owner of a (sub) licence to operate bank businesses in accordance to the provisions of the German Banking Act ("KWG") or is the owner of an equivalent European licence; or
  - b) The Acquirer is an Electronic Money Institution ("ELMI") authorised by the British Financial Services Authority ("FSA"); or
  - c) The Acquirer possesses a so-called credit card primary licence, i.e. it is registered as an Acquirer of one of the international credit card providers VISA, MasterCard or DinersClub; or
  - d) The Acquirer is subject to a routine check by a European Financial Services Authority (such as: BaFin, FAS etc.). This check must be able to be verified.
- 1.2 If the Acquirer no longer meets at least one of the requirement criteria listed above under 1.1, the Acquirer must inform the operator of this fact in writing immediately. The operator is then entitled to terminate the Acquirer contract without notice. If a third party puts forward claims against the operator due to the absence of the listed requirement criteria, the Acquirer shall exempt the operator from any and all claims.
- 1.3 The giro pay Acquirer is entitled to employ technical service providers, distribution partners and payment service providers as subcontractors within the framework of this contractual relationship; they shall thus be subject to the stipulations therein.

## 2. General Obligations of the Acquirer

- 2.1 The Acquirer is prohibited from affiliating banks in their role as issuer to giro pay via the Acquirer system.
- 2.2 In accordance to more detailed stipulations in the Acquirer contract and the provisions of these Rules & Regulations, the Acquirer is entitled to affiliate suppliers to giro pay. For technical implementation and connection, the Acquirer may use the services of a subcontractor for this purpose (e.g. Payment Service Providers).
- 2.3 The Acquirer acknowledges that it functions as a connector between operators and suppliers and does not mainly use giro pay for payment of the goods and services it itself offers. An Acquirer thus accepts a bundling function for giro pay transactions that are initiated by the supplier's customer on its Internet sites / market places. The Acquirer acknowledges that this is the business foundation for guaranteeing the transaction or volume-based purchase conditions by the operator.

Against this backdrop, the Acquirer undertakes to meet the obligations provided for according to this contract and is further obligated to generate at least 90% of all monthly giro pay bank transfers by means of its affiliated suppliers and not as independent transactions that it generates directly or indirectly through its own offerings of goods and services (for example, in case of its own shop systems).

The operator is entitled to monitor the number of independent transactions of the Acquirer. If the number of independent transactions initiated via giro pay during a two month period per contractual year adds up to more than 10% of the entire number of transactions of the Acquirer initiated via giro pay, the operator is entitled to terminate this contract without notice and without the need of prior warning. The above-mentioned regulation does not apply to those Acquirers who also function as payment service providers, i.e. who provide their own electronic money transfer service for the supplier and the customer so that it is possible to transfer money.

- 2.4 The Acquirer informs its Suppliers of the option to use giro pay GmbH's marketing information and materials (logos, help texts, etc.). These marketing materials are openly accessible on the websites of giro pay GmbH.

- 2.5 Within the framework of the legally permissible, the Acquirer will ensure by means of suitable contractual regulations that its affiliated suppliers, especially in the event of a warranty case, but also in case of other questions from suppliers and customers on the topic of giro pay, will contact the Acquirer or the supplier exclusively. A service hotline or a support will not be provided by the operator and/or giro pay for questions from suppliers and customers.



### **3. Technical Service Obligations in Conjunction with the Operation of the Acquirer System and Connection to giro pay**

- 3.1 If the operator changes the interface specified and if such a change has had considerable effects on the security of the Acquirer system, the operator will promptly inform the Acquirer about the interface change. The Acquirer will then be obligated to implement such changes in its Acquirer system immediately so that complete interoperability of the systems is guaranteed without restrictions.
- 3.2 The Acquirer will ensure that the Acquirer system is ready for operation with a capacity of 99% on average per month. Not covered are the periods in which the Acquirer system is interrupted or impaired due to necessary maintenance work. Including necessary maintenance, availability may not go below the 95% average monthly threshold. The Acquirer shall inform the operator 5 (five) business days in advance of the time and the exact duration of the work as well as the concrete scope of the usage restrictions.
- 3.3 The operator and the Acquirer will agree to a measurement procedure to determine the agreed availability pursuant to point 3.2. Based on this, the Acquirer will provide the operator reports once a month, free of charge, that contain a record of the availability achieved (base report). Above and beyond base reports, the Acquirer will make available, upon written request and free of charge, the system data recorded for the operator, making it possible for the operator to review the reports provided by the Acquirer; this request cannot be submitted later than 4 (four) weeks after the handover of the base reports.
- 3.4 In case the Acquirer falls below the availability of the Acquirer system agreed to under point 3.2 for two consecutive months or if the Acquirer undershoots the agreed availability of the Acquirer system more than two times a year by 2 percentage points, the operator can demand, in writing, that the Acquirer implement remedial measures immediately to ensure the contractually agreed availability of the Acquirer system. If the Acquirer cannot meet such a demand or if the Acquirer is culpable of again falling below the agreed availability (compare point 3.2), despite a warning, within a six-month period after receiving the warning, the operator has the right to terminate the Acquirer contract without notice. Further rights of the operator shall remain unaffected by this.

#### 4. Obligations with the Use of giropay Brands

- 4.1 The Acquirer is entitled to use the giropay brands only as stipulated in the following provisions and as stipulated in the Brand Book.
- 4.2 The operator will grant the Acquirer the non-exclusive (simple) right to use giropay and the "giropay" word mark, and the "giropay" word mark/figurative mark (referred to hereinafter as "giropay brands") limited to the European Union region (referred to hereinafter as "licencing region") and limited to the term of the agreement.
- 4.3 If third-party claims are filed against the Acquirer due to the infringement of rights of third parties through the use of giropay brands, the Acquirer will inform the operator and giropay GmbH of this in writing immediately. The partners will closely coordinate their defence against such claims.
- 4.4 The Acquirer will provide the operator and giropay GmbH with all information and documents necessary for defence against such claims and will ensure other appropriate support. The Acquirer will follow all instructions that giropay GmbH issues with regard to the defence of such claims.

The Acquirer will be released from all third-party claims due to the infringement of third-party intellectual property rights through the use of giropay brands unless the claim of the Acquirer refers to a culpable infringement of intellectual property rights through the Acquirer and/or does not correspond to the agreed use of giropay brands or the Acquirer has not followed an instruction of giropay GmbH in terms of the above-mentioned sentence and non-compliance with this instruction resulted in damage for the Acquirer.

- 4.5 The acquirer is aware that, on the system side, giropay is only available if the domestic or overseas supplier maintains an account with a bank within the Single European Payments Area (SEPA).
- 4.6 The Acquirer will undertake to use the giropay brands only in their unchanged form in order to market, introduce, offer, and advertise the giropay system.

- 4.7 The Acquirer must ensure through suitable contractual regulations that suppliers will also use the giro pay brands only in an unchanged form. Furthermore, the Acquirer will ensure that the suppliers comply completely with the regulations on using the giro pay brands.
- 4.8 Prior to the issuance of sub-licences to a supplier for the use of the giro pay brands, the Acquirer will undertake to register the sublicensee with the operator, whereby all information listed in the attachment to the Rules & Regulations must be included. In a technical respect, the Acquirer must ensure that every supplier contractually affiliated with it is registered with the operator in order to ensure that the operator allocates a merchant ID to the supplier. Prior to the allocation of a Merchant ID, the Acquirer is prohibited from affiliating to the respective supplier. The operator reserves the right to reject suppliers. This rejection can only be made with good reason. An important reason for rejection exists particularly if, during the course of registration, the information given is incomplete or incorrect. The allocation of a Merchant ID means that the supplier has been approved for giro pay.
- 4.9 The Acquirer must ensure through suitable contractual regulations that the operator possesses the non-exclusive right limited to the term of the supplier agreement to use the supplier information listed in the attachment to the Rules & Regulations under a), b), e), f) and g), if necessary by linking to the respective supplier website in order to be able to refer to the supplier as a giro pay subscriber on the websites of giro pay GmbH. The operator is also entitled to transfer this right to giro pay GmbH.
- 4.10 The Acquirer will not grant to its affiliated suppliers any rights that go beyond the scope defined herein without the express written permission of the operator.
- 4.11 The contractual partners must immediately inform one another in writing concerning any brand infringement that they become aware of. The Acquirer will additionally undertake to continually monitor compliance with the stipulations of the operator as described under point 4 on the handling of the giro pay brands by its affiliated suppliers, and, in case of a violation of these stipulations, the Acquirer will implement suitable remedial measures concerning its affiliated suppliers.
- 4.12 In case of a particularly difficult and/or repeated violation against the provisions for the use of giro pay brands by a supplier, the Acquirer is obligated to terminate without notice the relevant supplier contract with regard to giro pay. In case the operator is not expected to wait for the Acquirer to make the necessary intervention due to the delinquencies of its suppliers or if the delinquency of the supplier is particularly seri-

ous, the operator is entitled to temporarily block the connection of the respective supplier to giro pay according to prior information from the Acquirer. The block will be lifted as soon as the supplier has returned to a contractually compliant behaviour or as soon as the Acquirer has implemented suitable measures with regard to the supplier.

- 4.13 If the Acquirer does not meet or insufficiently meets its obligations regulated under point 4 for the use of giro pay brands and this contractual violation, despite written warning, is not immediately discontinued and the consequences of said violation not immediately rectified, within a period of 10 days at the latest, however, the operator is entitled to block access to or connection of the Acquirer with giro pay for as long as the contractual violation continues or until the consequences of the violation have been completely rectified. If the Acquirer has not discontinued the contractual violation subsequent to receiving such a warning within one month of its receipt, the operator has the right to terminate this agreement without notice. Further rights of the operator shall remain unaffected by this. The above-mentioned regulations shall apply accordingly if the Acquirer does not, or not to a sufficient degree, handle a violation of the provisions listed under point 4 by one of its affiliated suppliers. The operator is not bound to the above-mentioned time limits and the requirement of a warning if there is an important reason for a block or termination and waiting for the above-mentioned time limits is unacceptable for the operator.
- 4.14 The right to termination without notice is not excluded due to the above-mentioned regulations.

## 5. Obligations in Setting up the giroipay Service

- 5.1 The Acquirer is basically free to select its customers, to technologically set up its Acquirer system as well as set its prices and conditions for its customers, i.e. its affiliated suppliers.
- 5.2 The Acquirer must ensure through suitable contractual regulations with the supplier that the supplier will deliver all goods and render all services offered at the same prices to each one of its customers who intends to pay through the use of giroipay as well as those customers who select a different kind of payment. In particular, the supplier will not calculate any additional costs for the customer.
- 5.3 giroipay may generally be used to pay for all goods and services unless a good or a service is listed in the below negative list.
- 5.4 The Acquirer and its affiliated suppliers are prohibited from offering or using giroipay to pay for the following goods and services (negative list):

Any goods and services that are or will be illegal as such and whose solicitation, offering or distribution is or will become illegal or will be offered or are offered in conjunction with illegal, obscene or pornographic contents, especially

- a) any kind of goods and services whose solicitation, offering or distribution would violate copyright and intellectual property rights as well as other third-party rights (e.g. the right to one's own picture, name and personal rights):
- b) any kind of goods and services that are counted among the "illegal products" in terms of Article 4 of the Youth Media Protection State Treaty (which, among others, portray propaganda or evidence of unconstitutional organisations, that glorify the war, that violate human dignity, or show children or youth in unnatural, sexually enticing bodily behaviour or are of a pornographic nature);
- c) archaeological findings;
- d) drugs, narcotics, and mind-altering substances;
- e) goods that are subject to a trade embargo;
- f) body parts and the mortal remains of people;

- g) national socialist articles and publications;
- h) protected animals and protected plants.

However, between the contractual partners, there exists agreement that giropay can be offered as a payment system for gambling games, sports betting, casinos and lottery as long as the respective supplier has all the necessary German public legal permits and all of its products are set up to conform to the law. Regardless of the above-mentioned regulations, the contractual partners are in agreement that giropay can be used as a payment system for erotic products as long as and to the extent that the respective supplier has all the necessary German public legal permits and all of its products are set up to conform to the law, i.e. particularly taking into account all regulations concerning the protection of minors.

The Acquirer is obligated to ensure compliance with the provisions listed above under point 5.4 by means of suitable contractual conditions and is subject to a routine check in accordance to the attachment called Risk Management Processes.

- 5.5 The beneficiary account of the bank transfer initiated through giropay can be either an account of the respective supplier or an account belonging to the Acquirer. After receiving positive confirmation, the acquirer is obligated to forward it without delay to its supplier or to ensure, in suitable form, so that notification from the bank concerning the acceptance of the customer's irrevocable payment order (giropay payment) that has been transacted is sent to the supplier and that it can expect the payment of credit in its account.
- 5.6 The Acquirer is obligated to ensure through suitable contractual agreements with the supplier that, in setting up the payment process, the supplier is obligated to query only the BIC (Bank Identifier Code / international bank sorting number), or the information required to obtain the BIC. If, in an exceptional case, the supplier would like further customer information (especially the customer's name and IBAN (International Bank Account Number)) on top of that, the supplier is obligated, by means of suitable contractual agreements, to clarify to the customer and make it easily recognisable that stating additional customer information as part of the payment process is voluntary and optional. This kind of request for the IBAN to be always given voluntarily and optionally by the customer is then additionally only permitted if an easy-to-identify guideline explains the request for the IBAN clearly and can be called up by the customer at any time.

- 5.7 The Acquirer is obligated to ensure through suitable contractual agreements with the supplier that the supplier sets up the order process and its website in such a way that the customer, when transacting the giro pay bank transfer, is unequivocally on the online banking page of its bank and can identify it by the display of the bank's URL in the address line of the browser and by checking the security certificate. The Acquirer is obligated to ensure, in particular, through suitable contractual regulations that the supplier may not use iframes when integrating giro pay into the payment process. The term "iframes" is defined by the contractual partners as a technology that is used to integrate Internet contents into the Internet offering of the supplier without the user of the Internet offering noticing that it is not the internal content of the supplier.
- 5.8 If the Acquirer becomes aware that one of its affiliated suppliers is violating the provisions under point 5, it is obligated to implement suitable remedial measures against the respective supplier. In case of a particularly difficult and/or repeated violation, the Acquirer is obligated to terminate the corresponding supplier agreement without notice. In case the operator is not expected to wait for the Acquirer to make the necessary intervention due to the delinquencies of its suppliers or if the delinquency of the supplier is particularly serious, the operator is entitled to temporarily block the respective supplier's connection to giro pay. The block will be lifted as soon as the supplier has returned to a contractually compliant behaviour or as soon as the Acquirer has implemented suitable measures with regard to the supplier.
- 5.9 The Acquirer is further obligated carefully select its suppliers. For the purposes of carefully selecting a supplier, as well as monitoring compliance to contractual obligations by its affiliated suppliers and preventing abuse, the Acquirer has introduced the risk management processes described in **Attachment 4**. At the request of the operator, the Acquirer must show suitable evidence of continual monitoring of compliance with the above provisions in accordance to these risk management processes.
- 5.10 If the Acquirer does not meet or insufficiently meets its obligations regulated under point 5 of these Rules & Regulations and this contractual violation, despite written warning, is not immediately discontinued and the consequences of said violation not immediately rectified, within a

period of 10 days at the latest, however, the operator is entitled to block access to or the connection of the Acquirer to giropay for as long as the contractual violation continues or until the consequences of the violation have been completely rectified. This shall apply in particular if the Acquirer does not, or not to a sufficient degree, handle a violation of the provisions listed under point 5 by one of its affiliated suppliers. If the Acquirer has not rectified the contractual violation subsequent to receiving such a warning within one month of its receipt, the operator has the right to terminate this agreement without notice. Further rights of the operator shall remain unaffected by this.



## 6 Warranty Case

6.1 If a bank transfer contract is effected, but the payment is not carried out or the beneficiary account belonging to the beneficiary of the payment amount specified is not credited within three bank business days of positive confirmation; in other words, a shortfall in payment to the beneficiary's account has occurred, and the beneficiary therefore requests via the Acquirer a settlement from the payment guarantee (warranty case), the Acquirer can file a payment claim in writing within a notification period of 6 weeks, however not before 5 bank business days after the payment guarantee has been issued. The operator will function as the direct contact partner of the Acquirer.

The following requirements must therefore be fulfilled so that a warranty case may be submitted:

- The guaranteed transaction amount is not credited to the beneficiary account within five bank business days
- The transaction date is no later than 6 weeks

6.2 If the above requirements are not met and the warranty case is submitted anyway, the operator is entitled to charge the Acquirer a processing fee for each unauthorised warranty case.

6.3 Submission of the warranty case

The form of the submission of a warranty case (electronic/non-electronic) will be agreed on between the Acquirer and the operator.

## **7. Data Security and Confidentiality Obligations**

- 7.1 The Acquirer must ensure the legality of collecting, processing, using and transmitting personal data. To the extent that the Acquirer makes personal data available, it will guarantee that the data were legally collected, processed and used for the purposes intended in the contract and may be sent to the operator. The operator is not obligated to check the legality of the collection, processing and use of such data. The acquirer will release the operator from third-party claims that are due to the fact that the collection, processing and use or transfer of personal data as ordered was illegal. The above right of indemnity also covers the costs of legal defence.
  
- 7.2 The Acquirer must ensure by means of suitable contractual regulations that its affiliated suppliers comply with all regulations concerning data protection and confidentiality set forth in the Acquirer agreement.

## 8. General

Fulfilment of all contractual obligations on the part of the operator and compliance with all contractually agreed dates requires that the acquirer meets its contractual obligations promptly and properly in every regard. Should the operator be hindered from fulfilling its contractual obligations to the Acquirer due to late and/or incomplete fulfilment of the contractual obligations on the part of the Acquirer, the operator shall not default during the hindrance. Any agreed time limits and dates will be postponed for a reasonable period of time, at least, however, for the period of time in which the Acquirer did not fulfil its contractual obligations.

These Rules & Regulations may be changed in accordance to the established regulations concerning the replacement of systems.

The changes will become effective on the due date specified in the announcement letter and will replace all previous and similar regulations. They will apply to all agreements that are concluded after the due date. If the changes are in effect for already existing and current rights and obligations, the parties must implement the changes starting from the time that they were aware of the changes up to the due date specified, however, no later than within three months. The right to extraordinary termination remains unaffected by this.

## **Agreement Attachment 1: Brand Book of giro pay GmbH**

### Brand Book

#### **Definitions:**

For the purpose of these terms of use,

"brands" refer to

- a) the "giro pay" word mark and/or
- b) the word / figurative mark



This also includes online identification and verification services offered as "giro pay ID". Using the appendix "ID" – as shown below – is expressly permitted when offering such services.



User of the owner of an Acquirer licence and its sublicencees (suppliers).

#### **General Requirements for Use of the Brands**

1. Variation prohibited  
The user is not entitled to vary the brands in any way. They must be used exclusively as they are registered by the brand owner, giro pay GmbH, with the German Patent and Trademark Office and as they are shown in Article 1 as well as in the attachment to this Brand Book.

2. Notation of the word mark

The terms "giropay" and "giropay ID" must always be written in lowercase letters, even if it is used at the beginning of a sentence. Additional spaces between the words may not be added to the words giropay and giropay ID (example: not "g i r o p a y" or "giro p a y," etc.) and also not written in uppercase letters (example: not "GIROPAY"). The terms "giropay" and "giropay ID" may be emphasised in italics in continuous texts. Special regulations in headlines are possible; however must always be clarified with the operator.
3. Standard colours of the word/figurative mark
  - 3.1 If the word/figurative mark "giropay" is used, the standard colours used (the word part "giro" in a red font colour on a white background, the word part "pay" in a blue font colour on a blue background, which reaches around the word part "giro" as a frame) may not be changed. This restriction on changes also applies to the appendix "ID". Additional details can be found in the attachment to this Brand Book.
  - 3.2 As an alternative to the colour representation, the word/figurative marks can also be used in black/white format if the colours red and blue are replaced by a uniform black colour. This alternative black/white representation must be absolutely refrained from if, next to giropay and/or giropay ID, another payment process with the same colour scheme is represented. Additional details can be found in the attachment to this Brand Book.
  - 3.3 giropay GmbH alone reserves the right to implement differently the word/figurative marks within the standard colours defined (Attachment 1.1).
  - 3.4 The colour values for representing the word/figurative marks of giropay GmbH can be found in Attachment 1.1.
4. Requirement to label

When using the term "giropay" or the word/figurative mark "giropay" in a brochure or comment page (Internet) exclusively on this topic, this product must be provided with a reference from which it can be derived that these are registered brands of giropay GmbH. This reference must be on the same page on which the brands are used. The concrete design of this label will be left up to the Acquirer.

### Use in Conjunction with Word or Image Names

1. Any use of "giropay" terminology that is applicable for negatively compromising the discriminability of the brand must be refrained from.
2. This applies especially to the other terms placed in front of or after the term "giropay" and/or "giropay ID" and/or combining the term "giropay" and/or "giropay ID" by means of a hyphen or a slash with
  - a) a false company name, such as giropay AG or
  - b) a different brand name, such as giropay/XY process or
  - c) a different bank or financial service, for example, giropay charge or
  - d) a different bank or financial service product.
3. The word marks of giropay GmbH may not be used in conjunction with a possessive pronoun (example: "Our giropay process offers you..."), rather may only be used as an established term (example: "Pay simply, quickly and reliably with giropay").
4. Should a word mark of giropay GmbH be used in a different form (e.g. as a verb), the operator must be consulted in advance on a case-by-case basis.
5. Using the word/figurative mark on the Internet:
  - e) Animation of the logo and/or the claims ("online zahlt man giropay" or "online ausweisen – mit giropay ID") is not permitted.
  - f) In case the logo is linked, only the websites of giropay GmbH (i.e. [www.giropay.de](http://www.giropay.de) or [www.giropay-id.de](http://www.giropay-id.de)) may be linked to, and not a sub-page or a different website

### Use in Conjunction with Other Payment Options

1. If a mark of giropay GmbH is used next to other payment and/or verification options, the spacing regulation from Attachment 1.1 must be adhered to.
2. In order to represent the giropay brands on par with the other payment options, the giropay brand must be displayed with the same height, frequency and colour design as the references to the other payment options.

### Marketing in Search Engines

1. The use of the terms "giropay" and/or "giropay ID" as a keywords in search engine marketing (paid content) requires previous written release from giropay GmbH.
2. Release from the giropay GmbH must be obtained via the operator, which also has a list of the relevant search engines.

### **Responsibility for giropay Transactions**

The user is obligated to ensure that the way the brands are used does not create the impression that the operator or giropay GmbH would assume in any way a guarantee or warranty or liability or any other obligation with regard to the goods or services to be acquired or that were acquired via "giropay."

### **Brand Abuse**

The user is obligated to immediately inform the operator if he or she discovers that a third party is using the brand incorrectly.

### **Other Provisions**

Attachment 1.1 is an essential component of the Brand Book.

**Attachment 1.1 of the Brand Book**

(See embedded document - please double-click to open)



## **Agreement Attachment 2: Merchant ID application**

### **Supplier Registration**

To register a supplier with giroipay, the following information must be provided to the operator completely and truthfully:

- a) Complete company name; in case of legal persons by stating the legal form and all authorised representatives
- b) Complete address under which the supplier is established
- c) VAT identification number of the supplier in accordance to Article 27a Value-Added Tax Act or business identification number pursuant to Article 139c of the Revenue Code or comparable numbers.
- d) Commercial Registry, Register of Associations, Partnership Registry or Cooperative Society Register where the supplier is entered as well as the relevant registry number
- e) Complete Internet address at which giroipay / giroipay ID is going to be used\*
- f) Statement of goods and services category in accordance to Attachment 3
- g) Logo of the supplier\*\*
- h) Contact data for support services (contact partner, telephone, e-mail)
- i) (if necessary) additional support services (example: hotline, Web address, FAQ, etc.)
- j) Contact address for marketing cooperation with giroipay GmbH (contact partner, telephone, e-mail)

The Acquirer will issue the operator permission to forward its data to giroipay GmbH. The data is required to identify suppliers, especially in conjunction with cases of incorrect use, e.g. connection of the same supplier to another Acquirer. . Forwarding data to unauthorised third parties is excluded.

Furthermore, the acquirer will ensure that the supplier has agreed to the forwarding of its data to giroipay GmbH and can provide the operator proof of permission upon request. An excerpt of these data may be used for example for a supplier directory on the websites of giroipay GmbH. This concerns the following data:

- Company name and address
- Website address
- Support services
- Logo
- Goods category

\*)

In the Internet offerings offered by the supplier, there may be a difference between the actual shop offerings and other contents of the Internet offerings so that the website address of the shop offerings has to be given.

\*\*)

Size and format of the logo are specified by the operator.

**Agreement Attachment 3:  
Goods and service categories:**

Antiquities & art  
Audio & Hi-Fi  
Auto & motorcycle  
Baby  
Beauty & Health  
Books & Magazines  
Office & stationary  
Business & Industry  
Computer  
Food & Beverage  
Films & DVDs  
Cameras & Camcorders  
Garden  
Mobile phones & Organisers  
Home appliances  
Home improvement  
Real estate  
Clothing & Accessories  
Lottery & Betting  
Furniture & Interior Design  
Model-building  
Coins  
Music  
Musical instruments  
Online games  
PC & Video Games  
Prepaid  
Software  
Toys  
Sports  
Tickets  
Animals and pets  
TV, Video & Electronics  
Watches & Jewellery  
Holiday & Travel  
Dating & Erotic  
Print & Images  
Legal Advice  
Internet & Telecommunications  
Lifestyle & Hobby  
Recreation & Games

Education & Training  
Merchandising & Fan Items  
Logistics  
Gifts

## **Agreement Attachment 4: Risk Management Processes:**

### **1. Initial review**

(1) As part of the risk management processes, the Acquirer or a distribution partner authorised by the Acquirer (e.g. bank, savings bank or payment service provider) will review the suppliers affiliated to giro pay by the Acquirer on the following occasions and in the scope defined below.

Prior to admitting the supplier to giro pay, the Acquirer or a bank or savings bank authorised by the Acquirer will

(a) clearly and unambiguously identify the supplier in compliance with the standards of the German Anti Money Laundering Act ("Geldwäschegesetz"; "GWG") and the German Tax Code ("Abgabenordnung"; "AO") (see Agreement Attachment 4 Section 1 (2)), if authentication is not already present from other business relationships. For this purpose, "other" business relationships" include business bank accounts or credit card acceptance agreements with the acquirer or with a bank or savings bank affiliated with the acquirer.

(b) review the credit rating and reliability of the supplier using suitable measures.

(c) compare the goods and services that the supplier sells with the products and services listed in the negative list under point 5.4 of the Rules & Regulations.

(d) Verification whether shop website matches the stated industry and verification of compliance with mark use rules pursuant to the terms of this agreement.

(2) The following data and information are to be reviewed in detail as part of the initial review:

- (a) Review of the register statement
- (b) Voluntary disclosure normally used with the Acquirer
- (c) Copy of personal identity card of the authorised representative -> compare register statement review
- (d) Industry review along the lines of the KK industry directory "SIC Code" or DIN industry list or comparable
- (e) Review of the shop page to ensure it matches the stated industry and brand application in accordance to the provisions of this agreement

If there is a credit card acceptance agreement with the Acquirer or a bank/saving bank commissioned by the Acquirer, then the above points listed under (1) a) and b) and (2) points (a) to (c) do not have to be checked.

If there is a business checking account with the Acquirer or a bank/saving bank commissioned by the Acquirer, then the above points listed under (1) a) and b) and (2) points (a) to (c) do not have to be checked.

(3) If the Acquirer already has in its possession suitable review results on a supplier, a repeat review in accordance to the specifications of this agreement attachment is not necessary. The obligation to present these review findings resulting from other review occasions upon the request of the operator shall remain unaffected (compare below regulation under point 2).

(4) The Acquirer is obligated to perform a comprehensive review of the related supplier by means of the above criteria if multiple customer complaints with regard to a supplier or multiple warranty cases with one supplier occur.

(5) Once the Acquirer becomes aware the following changes, the Acquirer is obligated to inform the operator of them immediately in writing:

(a) Changes on the website of a supplier that result in the impression emerging or the possibility of it emerging that this is or could be a different company than the originally registered supplier; as well as

(b) Changes in the website of a supplier that are relevant with regard to the payment method offered, especially with regard to giro pay. This is then particularly the case if, due to a change in the order (sequences) or contents of the necessary entries, the impression could emerge that something in giro pay has changed.

(6) Exceptions for giro pay ID

(a) The review of the Supplier pursuant to the GWG and the AO as described in section 1. (1) (a) in combination with section 1. (2) (a) to (e) of this Agreement Attachment is not mandatory for the Acquirer if the Supplier wants to offer exclusively giro pay ID in their online shop – i.e. explicitly does not want to implement the online bank transfer functionality of giro pay. The Acquirer may still undertake such review at its discretion.

(b) The review described in this Agreement Attachment in sections 1. (1) (b), (c) and (d) and 1. (2) and 1. (3) must be undertaken even where only giro pay ID is distributed.

## 2. Documentation

The acquirer will document in writing and in detail the results of the identity, credit rating, reliability and exclusion review. The documents (e.g. supplier contract, credit rating documents, bank information, review reports of the online shop, correspondence with the supplier) are stored by the Acquirer in a read-only format and archived in accordance to legal retention periods.

The review findings are to be submitted to the operator immediately upon request by the operator.

### **3. Routine review**

The Acquirer will perform ongoing reviews of the affiliated retailers by means of:

- 1) Semi-annual random spot checks of the initial review criteria
- 2) Multiple customer complaints and warranty cases on one retailer are cause for a repeat review

The Acquirer and retailer will agree on reporting requirements in case of changes to the initial review criteria.