

dedified Germany UG (limited liability)

## **GENERAL BUSINESS TERMS AND CONDITIONS**

(hereinafter referred to as "**GTC User**")

### **1. General and scope of application**

- 1.1 dedified Germany UG (haftungsbeschränkt), Mühlenstraße 8A, 14167 Berlin, Germany (hereinafter the "**Company**" or "**We**") enables its partners (hereinafter the "**Partners**") and their customers (hereinafter the "**Users**" or "**you**") to access regulated payment service providers (hereinafter the "**Payment Service Providers**"), which are used by the Partners for the processing of payment transactions.
- 1.2 Payment Service Provider in terms of these GTC is Mangopay SA, 2, Avenue Amélie, L-1125 Luxembourg and registered in the Luxembourg company register under the number B173459 (hereinafter "**Mangopay**"). Mangopay is an e-money institution licensed in Luxembourg.
- 1.3 The company is Commercial Agent in the sense of Art. 3 b) of the 2nd Payment Services Directive. The company itself does not offer any payment, banking or financial services requiring a license.
- 1.4 These GTCs govern the content, scope and conditions of use of the services offered by us. For all services of the access to Mangopay these GTC have priority over any deviating GTC or terms of use of our users.

### **2. Registration and contract conclusion**

- 2.1 In order to use our services, you must agree to these GTC and those of the Payment Service Providers, and you must register. Consent to the Payment Service Provider's contractual terms and conditions is granted with the acceptance of our GTC.
- 2.2 You agree to the use and forwarding of information serving your registration with our partner for the registration and use of our services and those of the payment service provider.
- 2.3 All information must be complete and correct. Any changes must be notified immediately via the Partners' website.
- 2.4 We reserve the right to request further information from you if the Payment Service Provider so requests or if this is necessary for other reasons.

### **3. Opening of payment accounts**

- 3.1 For the processing of payment transactions between our partners and you, it is necessary to open a payment account. The payment account is opened by you directly with the payment service provider via the interface offered by us.
- 3.2 The prerequisite for opening a payment account is the complete transmission of the required information via the input mask of the partner website. In case, the information is incomplete we will request the missing information from you. If missing information or documents are not submitted within 2 weeks of the request, we reserve the right to reject the application.
- 3.3 Acceptance of the application to open a payment account can only be declared by the Payment Service Provider. The Payment Service Provider may refuse to open a user account in accordance with its terms of use. We will inform you immediately of the acceptance or rejection of your application to open an account.

### **4. Personal user area, personal security features**

- 4.1 To access your payment account, you will receive a personal user area (hereinafter the "**Personal User Area**"), which is accessible to you only. Access to the user account is provided either by the Partner or, at our option, by us. To access the user account, you select personalised security features (hereinafter the "**Personalised Security Features**") during the

registration process. With the Personalized Security Features you get access to your user account and the services of Mangopay.

- 4.2 The personalized security features can be stored on the device from which your entries are made. They are to be kept safe at all times in a way that does not allow access by other persons. You are solely responsible for the security of the storage and your input devices.

## **5. Account management, payment transactions**

- 5.1 Through the Personal User Area you can manage your user account, initiate payments and retrieve account information.
- 5.2 Payments may only be made through the channels and payment methods specified by the Payment Service Provider.
- 5.3 Further details are set out in the Payment Service Provider's terms and conditions.

## **6. Customer service**

Customer enquiries are to be addressed to our partners. Inquiries regarding the payment account or payments are to be directed to Mangopay according to the respective terms and conditions.

## **7. Availability and functionality of services, integrity of systems**

We provide our services with the necessary care and in a manner that allows you to make appropriate use of them within the framework of market practice. The same applies to the availability of the services. No guarantee is given for complete and uninterrupted and fault-free functionality at all times, also with regard to certain transmission times and transmission speeds.

## **8. Remuneration**

Users do not incur any fees for the use of our services. Our partners and payment service providers charge fees according to their general terms and conditions.

## **9. Duties of the Users**

- 9.1 Changes to personal or other data must be notified to us immediately by means of appropriate corrections in the personal user area.
- 9.2 You are obliged to protect the equipment used by you for the use of our services and those of the Payment Service Provider and your user account in the necessary manner against cyber security attacks and to carry out regular software updates. The user must observe all security instructions. Data must be secured against loss of data. All personal security features are to be stored carefully and not made accessible to third parties. In the event of loss of personal security features or unlawful use or misuse of the user account, you are obliged to notify this via the Personal User area or directly to the Payment Service Provider.
- 9.3 You shall be liable to us for any damages incurred by us as a result of any breach of these obligations.

## **10. Liability**

- 10.1 We do not assume any liability for malfunctions due to malicious software, such as viruses, spam, Trojans, phishing or other actions of third parties.
- 10.2 We do not assume any liability for the functionality of systems of third parties, in particular of Partners or of Payment Service Providers, unless it is based on faulty programming of the interface to these systems.
- 10.3 Furthermore, we shall be liable in accordance with the statutory provisions if you assert claims for damages based on intent or gross negligence, including intent or gross negligence on the part of representatives or vicarious agents of us. Partners are not representatives or vicarious agents.

- 10.4 Insofar as you suffer damage as a result of slightly negligent breach of a contractual obligation, the fulfilment of which is essential for the proper execution of this agreement, the breach of which endangers the purpose of the agreement and on the observance of which the user can regularly rely (cardinal obligation), the liability for damages is limited to the foreseeable, typically occurring damage, insofar as this exceeds EUR 1,000.00.
- 10.5 Liability for culpable injury to life, body or health as well as liability under the Product Liability Act and Art. 82 DSGVO remain unaffected.
- 10.6 Otherwise the liability of the company is excluded.

## **11. Data protection**

The collection, processing and use of personal data is carried out in accordance with the applicable data protection regulations and our privacy policy at <http://www.dedipay.io>. The Payment Service Provider's privacy policy is available at [www.mangopay.com](http://www.mangopay.com).

## **12. Term, termination**

- 12.1 The term of our business relationship is unlimited. You may terminate the business relationship by giving 30 calendar days' notice. The ordinary termination shall also terminate the contractual relationship with the Partners and the Payment Service Provider.
- 12.2 In case you do not approve modifications or amendments of these GTC, the Company may terminate this Agreement with a notification period of two weeks to the end of the month.
- 12.3 The business relationship ends automatically upon termination of the payment services of the Payment Service Provider.
- 12.4 Upon termination of our business relationship, any credit balance in your user account will be transferred to the bank account specified by you, less any fees still to be paid. The payment account will then be closed.
- 12.5 The right of both parties to extraordinary termination without notice for good cause remains unaffected. A good cause for the Company exists, if you do not approve legally effective modifications of or amendments to these GTC.

## **13. Applicable law and place of jurisdiction**

- 13.1 These GTC and all claims, rights and obligations arising from or in connection with the use of the Services shall be governed by the laws of the Federal Republic of Germany. The UN Sales Convention (CISG) is excluded.
- 13.2 Subject to mandatory provisions of statutory law, the exclusive place of jurisdiction for all disputes between the parties arising from or in connection with these GTC is Berlin, Germany.

## **14. General Provisions**

- 14.1 Verbal promises or agreements between us and the user are legally non-binding and are replaced by these GTC or the contract concluded between us and the user, unless it is expressly stated in the respective agreement that these will continue to apply even after conclusion of the contract.
- 14.2 We shall notify the user of any changes or amendments to these GTCs before they take effect when the user next logs into his user account. The modification or amendment of these GTC shall require your approval in each case.
- 14.3 In the case of section 14.2, the further use of our services by you shall be subject to the User's consent to the amended or supplemented Terms of Use by clicking on the button "Accept Terms of Use".