

Nets Easy – Special Terms

Ratepay

JANUARY 2022

1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of Ratepay Payment Methods to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver Ratepay Payment Methods to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.
- 1.5. Nets will in respect of delivery of Ratepay Payment Methods to the Merchant (i) ensure that payment with Ratepay Payment Methods is available as a Payment Method in the Checkout Interface and (ii) fulfil its other obligations as set out in the Ratepay Rules for Merchants.
- 1.6. For the avoidance of doubt, it is noted that Ratepay is not a party to the Agreement of the Ratepay Rules for Merchants.

2. DEFINITIONS

- 2.1. The defined terms in the Agreement and the General Terms shall have the same meaning in this document unless otherwise is stated.
- 2.2. The following terms are defined in this document:

Ratepay

Ratepay GmbH - a registered payment institution and is subject to the regulation and supervision of the Federal Financial Supervisory Authority and the Deutsche Bundesbank

Ratepay Payment Methods

Open Invoice, payment by SEPA Direct Debit, Prepayment, 0% Financing and Payment by Installment.

Ratepay Rules for Merchants

The rights and obligations set out in Sections 3 – 17 below.

- 2.3. Further terms are defined in the Ratepay Rules for Merchants.

3. PURCHASE OF MERCHANT RECEIVABLES THROUGH NETS

- 3.1. The Merchant shall submit any Receivables against its End Customers potentially arising from agreements to be concluded between the Merchant and the End Customer in the online shop where the End Customer has opted for Ratepay Payment Methods, for approval by Nets using the Nets API ("Payment Request"). Nets shall evaluate the probability of payment of the offered receivables in cooperation with Ratepay (scoring, cf. Section 4) in real time and inform the Merchant whether the claim has been accepted for processing by Nets in accordance with these Ratepay Rules for Merchants ("Payment Acceptance") or whether processing by Nets has been rejected in accordance with these Ratepay Rules for Merchants ("Rejection"). In the case of Payment Acceptance, the End Customer is able to conclude the agreement with the Merchant in the online shop with the desired Ratepay Payment Method ("Customer Contract"). Payment Acceptance only confirms that the respective receivable meets the review criteria; it does not constitute an offer by Nets to purchase the respective receivable from the Merchant.
- 3.2. Nets is obliged to purchase all receivables from the Customer Contracts, provided that these receivables meet the following criteria as a whole ("Nets Purchase Obligation"):
 - 3.2.1. a Payment Acceptance is available for the Receivables;
 - 3.2.2. the Receivables are in Euros or Swiss francs; ("Merchant Receivable(s)")
- 3.3. Merchant Receivables include the shopping cart value owed by the End Customer from the Customer Contract plus any shipping costs incurred and include statutory value added tax ("Nominal Amount"). In the case of the Payment Method Ratepay Payment by Installment, the Merchant Receivables also include, in addition to the Nominal Amount, any interest receivables owed by the End Customer for the payment of the Purchase Price in instalments ("Interest") and, if applicable, any fees for conclusion of the Customer Contract.
- 3.4. Immediately after dispatch of the goods or provision of the service according to the Customer Contract by the Merchant or, in the case of Prepayment, immediately after the conclusion of the Customer Contract, the Merchant shall inform Nets about the conclusion of the Customer Contract in a separate message

(“Confirmation Deliver”). Nets shall send the Merchant a response which includes an acceptance of the Confirmation Deliver with a transaction ID or a Rejection of the Confirmation Deliver. A Rejection is only possible if the information required for acceptance has not been correctly transferred for technical reasons. In such a case, Nets shall undertake to purchase the corresponding Merchant Receivables when the Merchant sends a new (correct) Confirmation Deliver to Nets and Nets sends the acceptance of the Confirmation Deliver.

- 3.5. By submitting the Confirmation Deliver, the Merchant offers Nets the respective Merchant Receivables in accordance with Section 3.4. Nets accepts the respective offer by transferring the acceptance of the Confirmation Deliver. The offer and acceptance establish a purchase agreement (“Individual Receivables Purchase Agreement”) for the relevant Merchant Receivables, including all ancillary rights (as defined below).

4. SCORING PROCEDURE

- 4.1. In cooperation with Ratepay, Nets shall carry out a software-based scoring process to determine the probability of payment for all Merchant Receivables. During the scoring process, the End Customer’s identity, creditworthiness and likelihood of fraud are assessed on the basis of risk settings for individual transactions. A decision (Rejection or Payment Acceptance) is made for each Payment Request based on the respective risk settings. Nets is entitled to adjust the risk settings and change the scoring procedure at any time without consent of the Merchant in order to minimise the risk of fraud or default in payment.
- 4.2. The Merchant is required to transmit the required data via the Nets API. The required data includes:
- 4.2.1. End Customer data (in particular personal data such as first name, surname, date of birth, invoice and delivery address, e-mail address, telephone numbers);
- 4.2.2. only with Direct Debit: Bank account data (account holder, account number IBAN, routing number BIC, bank name);
- 4.2.3. transaction data, in particular shopping cart items and prices; and
- 4.2.4. technical data, in particular IP address and device information (such as information on device finger printing).
- 4.3. If Nets deems further data to be necessary for the scoring process, Nets shall coordinate with the Merchant to transfer the data to Nets in a suitable form. The Merchant may only refuse to consent to the transfer for good cause (e.g. legal inadmissibility).
- 4.4. Nets is obliged to comply with the Customer’s rights in connection with the scoring procedure in accordance with applicable data protection law (e.g. rights to information, transfer and erasure of data). Ratepay and other external service providers who are involved in the scoring process and who themselves act as

data controllers are disclosed to End Customers in the Ratepay Data Privacy Policy.

5. ASSIGNMENT OF MERCHANT RECEIVABLES TO NETS

- 5.1. Subject to the conditions precedent in Section 5.5 of these Special Terms, the Merchant hereby assigns all future Merchant Receivables, including all ancillary rights (as defined below), to Nets, and Nets hereby accepts this assignment.
- 5.2. “Ancillary Rights” in relation to the Merchant Receivables refer to:
- 5.2.1. rights relating to securities and collateral for Merchant Receivables;
- 5.2.2. receivables from transport and default insurance;
- 5.2.3. contingent claims of the Merchant as well as claims for the surrender or repossession from a direct possessor;
- 5.2.4. priority claims, design rights, rights of withdrawal and rights of appeal as well as all other legal positions, interest claims, claims for compensation, warranty claims, claims for contractual penalties against Customers or third parties who are the direct owners of the goods; and/or
- 5.2.5. other claims against third parties relating to the Merchant Receivables (such as trade credit, transport, burglary, theft and fire insurance, claims against central regulators and purchasing associations, claims against carriers), as well as all other ancillary rights or other ancillary rights in connection with the Merchant Receivables and/or the underlying legal transactions and contracts.
- 5.3. In each case regardless of whether these are transferred together with the Merchant Receivables by virtue of law in accordance with Section 401 BGB.
- 5.4. Additional or new receivables against the End Customer from the reversal of Customer Contracts (such as return costs) are not Ancillary Rights. These receivables are not transferred from the Merchant to Nets within the scope of the Merchant Receivables.
- 5.5. The assignment of the respective Merchant Receivables described in Section 5.1 of these Special Terms, including all aforementioned Ancillary Rights, is subject to the condition precedent of the conclusion of an Individual Receivables Purchase Agreement for the respective Merchant Receivables in accordance with Section 3.5 of these Special Terms.
- 5.6. In the case of Merchant Receivables which the Merchant has already assigned to a supplier of goods within the scope of an extended retention of title, the transfer of receivables, including all Ancillary Rights, takes place at the point in time at which the Merchant Receivables pass back to the Merchant due to the lapse of the extended retention of title (in particular by settling the goods supplier’s claims or waiver of the security).

- 5.7. If there are doubts as to the effectiveness of the assignment of the Merchant Receivables, including all Ancillary Rights, and if this requires a further declaration or action on the part of the Merchant, the Merchant shall make this declaration or perform this action.

6. COLLECTION RISK AND RECOVERY

- 6.1. Without prejudice to Section 12, Nets bears the risk that Merchant Receivables (i) cannot be recovered in whole or in part from the respective End Customer due to the End Customer's insolvency (del credere) or (ii) does not effectively exist due to a case of fraud. "Fraud" refers to cases in which Nets has sent a Payment Acceptance and it turns out that the transaction in question was initiated by a third party who is using the identity of a End Customer in a fraudulent manner.
- 6.2. The End Customer's insolvency is presumed if the End Customer does not pay within one hundred twenty (120) calendar days of the due date, unless the End Customer disputes their payment obligation before or after the aforementioned deadline.
- 6.3. Nets is responsible for the collection and enforcement of the Merchant Receivables and bears all costs incurred in connection with this.
- 6.4. Nets shall pay the agreed Purchase Price for the Merchant Receivables, irrespective of whether Nets decides to enforce the respective Merchant Receivables.
- 6.5. If Merchant Receivables cannot be collected in accordance with Section 17 German Value Added Tax Act ("UStG"), Nets may provide the Merchant with a detailed record listing the respective Merchant Receivables which cannot be collected, so that a claim for repayment of the value added tax against the tax office can be justified. Upon provision of the above mentioned record, Nets is entitled to request payment from the Merchant of the value added tax paid to the Merchant with the payment of the Purchase Price. If the End Customer settles the Merchant Receivable after the value added tax adjustment by the Merchant, Nets shall inform the Merchant so that the Merchant can take the adjustment into consideration in its value added tax return in accordance with Section 17 UStG. Nets shall pass on the value added tax paid by the End Customer to the Merchant.

7. END CUSTOMER INVOICING

- 7.1. The Merchant is responsible for invoicing the End Customer. The Merchant must (i) provide the bank details transferred by Ratepay, (ii) specify Ratepay as the payee and (iii) notify the End Customer that the Merchant Receivables have been assigned to Ratepay.
- 7.2. If offered by Ratepay, the Merchant can instruct Ratepay via Nets to send e-mails to process the Ratepay Payment Methods, e.g. in order to send invoices and

order confirmations to the End Customer. Ratepay shall provide the appropriate IT infrastructure for this in the form of the e-mail server. The Merchant is responsible for the content of the e-mails and the correct transfer of the necessary information to Nets.

- 7.3. Nets shall inform the Merchant about the receipt of Merchant Receivables if the Ratepay Payment Method Prepayment is used, and the Merchant shall immediately send the goods to the End Customer.
- 7.4. The Merchant is not permitted to charge End Customers an additional fee in the form of a surcharge for using the Ratepay Payment Methods. Section 675f (6) BGB remains unaffected.

8. DEALING WITH END CUSTOMER OBJECTIONS AND FRAUD REPORTS, DUNNING BLOCKS

- 8.1. Within the scope of the 1st level support, Merchant and Nets shall take over communication with End Customers relating to all objections and other enquiries regarding Merchant Receivables ("Customer Objections"). Nets shall support the Merchant with the processing upon request (2nd Level Support). The contact provided by Ratepay during the integration process shall be available to Nets for all queries of the Merchant.
- 8.2. If a End Customer contacts Ratepay with a Customer Objection relating to the guaranteed service according to the Customer Contract (Section 10.1.6 of these Special Terms), Ratepay shall ask the End Customer to contact Nets directly with their Customer Objection and shall provide the End Customer with the contact to the Nets ecomm support department provided by Nets, apart from in the case of a Fraud Report in accordance with section 8.3 of these Special Terms.
- 8.3. If a recipient of the End Customer communication contacts the Merchant to report that a Customer Contract was not concluded by the End Customer or at their instigation ("Fraud Report"), the Merchant is obliged to report such fraud immediately to Nets by contacting the person named for this purpose and stating the relevant Merchant Receivables. In the case of a Fraud Report, Nets shall inform Ratepay to take over the further processing of the case.
- 8.4. If a Customer Objection or Fraud Report is received by the Merchant, the Merchant can report the relevant Merchant Receivables to Nets in order to suspend further reminders or collection correspondence ("Dunning Block"). For this purpose, the Merchant shall transfer the relevant Merchant Receivables, including the transaction ID, to Nets. Nets shall forward the information immediately to Ratepay via the Ratepay API. Nets shall inform Ratepay to set a Dunning Block of twenty-one (21) days for the reported Merchant Receivables. The Merchant shall attempt to clarify the Customer Objection before expiry of the Dunning Block. In the event of a Fraud Report, the Merchant

shall (in accordance with Section 9.2 of these Special Terms) submit the Documentation to Nets no later than fourteen (14) days after the Dunning Block is reported. Nets shall forward the Documentation immediately to Ratepay via the Ratepay API.

- 8.5. If Nets receives a Fraud Report, Nets shall inform the Merchant and Ratepay via the Ratepay API (tbc). Nets shall inform Ratepay to set a Dunning Block of twenty-one (21) days for the relevant Merchant Receivables and request the documentation via Nets (in accordance with Section 9.2 of these Special Terms). The Merchant is obliged to send the Documentation to Nets within fourteen (14) days of this notification. Nets shall forward the Documentation immediately to Ratepay via the Ratepay API.
- 8.6. In the event of a Customer Objection, the Merchant is entitled to report the same Merchant Receivables to Nets. Nets shall inform Ratepay a second time before the first Dunning Block expires, in order to set a second Dunning Block for another twenty-one (21) days. Ratepay shall set a Dunning Block of twenty-one (21) days for the reported Merchant Receivables. An additional, even longer Dunning Block for the same Merchant Receivables must be expressly requested from Nets by the Merchant and it is up to Ratepay to decide whether a third Dunning Block should be set for the same Merchant Receivables and how long it will last. Nets shall immediately inform the Merchant about this decision.
- 8.7. If clarification between the Merchant and the End Customer leads to the conclusion that a Customer Objection is justified or if the Merchant grants the End Customer a right of withdrawal, the Merchant shall inform Nets via the Nets API by reporting a Payment Change Request. The confirmation sent by the Nets API to the Merchant is deemed to be a declaration of withdrawal from Nets in accordance with Section 12.3 of these Special Terms. To clarify, this rule does not apply to Fraud Reports. Unless otherwise agreed between Nets and the Merchant, the reversals of services provided by the Merchant for the End Customer (in part or in whole) takes place directly between the Merchant and the End Customer only, even in the case of Merchant Receivables fully served by the End Customer.
- 8.8. If the clarification between the Merchant and the End Customer leads to the conclusion that a Customer Objection is unjustified, the Merchant shall inform Nets immediately, but always before expiry of the Dunning Block. Nets shall forward the information immediately to Ratepay via the Ratepay API. The notification must include the relevant Merchant Receivables, the Documentation (cf. Section 9.2 of these Special Terms) as well as a reason. Nets shall then continue with collection of the Merchant Receivables and shall take over communication with the End Customer. If, within the scope of the recovery process for Merchant Receivables, it is established that a Customer Objection was justified even though the Merchant

reported the Customer Objection to Nets as unjustified, Nets can withdraw from the Individual Receivables Purchase Agreement in accordance with Section 12.3 of these Special Terms. This rule also applies accordingly in cases where the Merchant has not reported a Customer Objection or the assessment of a Customer Objection to Nets or has not done so in good time.

- 8.9. The Merchant is also obliged to inform Nets immediately as soon as it experiences any delays with shipping, the delivery of orders or the processing of returns or Customer Objections. Nets shall forward the information immediately to Ratepay via the Ratepay API. If there is a possibility that Nets may remind affected End Customers during the delay about default of payment or submit Merchant Receivables to the debt collection service provider, the Merchant must report the relevant Merchant Receivables to Nets. Nets shall inform Ratepay to set a Dunning Block. Ratepay shall then set a Dunning Block of twenty-one (21) days for the reported Merchant Receivables ("Preventive Dunning Block").

9. INFORMATION REQUIREMENTS / FURTHER SUPPORT

- 9.1. The Merchant shall inform Nets about any reversals, cancellations, returns, reductions or other changes immediately in a Payment Change Request.
- 9.2. Within fourteen (14) calendar days of a request to do so by Nets, the Merchant shall transfer to Nets all information, records and documents available to the Merchant or a representative of the Merchant which are necessary or useful for the verification and enforcement of the Merchant Receivables. The following documents must be submitted in all cases ("Documentation"):

Documents Minimum requirements

- Open Invoice Invoice number
- Order number
- Surname and first name of the buyer
- Surname and first name of the seller
- Invoice address
- Delivery address
- Item number
- Item description
- Item quantity
- Invoice amount
- Purchase date
- User ID of the buyer
- Proof of delivery Tracking number / tracking details
- Tracking events
- First name and surname of the recipient
- Delivery address
- Signature of the recipient
- Event type description
- Event date
- Event location

- 9.3. Should Nets require additional, special evidence or documents which are necessary for enforcement

(especially judicial enforcement) of the Merchant Receivables, the Merchant shall provide these documents within one month of a request by Nets, provided that the Merchant or a vicarious agent appointed by the Merchant is in possession of the required documents.

- 9.4. If Nets informs the Merchant after the conclusion of the Customer Contract that there is suspicion of fraud or another criminal offence (in particular money laundering) due to a subsequent fraud check, the Merchant must immediately cancel the Customer Contract if possible and in particular prevent the dispatch of goods. If cancellation is no longer possible or the goods have already been dispatched, the Merchant shall support Nets in enforcing all civil and criminal claims, in particular by providing all of the data available to the Merchant.
- 9.5. If the Merchant receives payments in connection with the Merchant Receivables, the Merchant shall reject the payments received and notify the payer that the payments must be made to Ratepay instead.

10. GUARANTEES

- 10.1. Upon conclusion of these Ratepay Rules for Merchants, as well as upon each conclusion of an Individual Receivables Purchase Agreement, the Merchant shall assure by means of an independent guarantee promise and guarantee that at the time of the conclusion of an Individual Receivables Purchase Agreement:
- 10.1.1. the Merchant Receivables fulfil the criteria described in Section 3.2 of these Special Terms;
- 10.1.2. the Merchant Receivables exist (subject to Section 10.3 of these Special Terms);
- 10.1.3. the Merchant Receivables have not yet been assigned or transferred to third parties, unless this assignment was made in accordance with a customary retention of title agreed between the Merchant and the respective goods supplier;
- 10.1.4. the Merchant is the owner of the Merchant Receivables, the Merchant is permitted to assign the Merchant Receivables and the Merchant Receivables are free from third party rights;
- 10.1.5. the Merchant Receivables are not the subject of third party liability claims, in particular claims according to Section 13c UStG;
- 10.1.6. the service resulting from the Customer Contract shall be provided in full, on time and free of defects and no objections or defences can be raised against the Merchant Receivables due to other contractual relationships between the Merchant and the End Customer;
- 10.1.7. the Merchant Receivables are not based on a Customer Contract for an (i) excluded service without the consent of Nets in accordance with Section 11 of these Special Terms or (ii) services which infringe

other immoral, illegal or third-party property rights, in particular copyright or trademark rights.

- 10.2. Furthermore, Nets is entitled to claim damages for the breach of a guarantee after the deadline has expired without success, unless the Merchant is not responsible for the breach of the guarantee.
- 10.3. However, the existence of Merchant Receivables is not guaranteed (Section 10.1.2 of these Special Terms) in the event of fraud despite (i) securing the online shop with appropriate state-of-the-art measures, such as encryption technology ("TLS"), regular security updates, suitable password guidelines, access protection for the IT infrastructure and, if applicable, (ii) secure web development.

11. EXCLUDED SERVICES

- 11.1. Use of the Ratepay Payment Methods is excluded for goods and services in the industries and/or business sectors listed below ("Excluded Services"):
- a) Gambling and/or betting without a license in Germany;
 - b) Distribution of vouchers for a fee;
 - c) The manufacturing, use, trade, storage and service of weapons and ammunition;
 - d) Transactions related to pornography or prostitution;
 - e) The manufacturing, use or trade in unrestricted asbestos fibres and products containing asbestos, with the exception of asbestos-cement boards if the asbestos content is less than 20%;
 - f) The manufacturing of or trade in products containing PCBs (polychlorinated biphenyls);
 - g) The manufacturing, distribution, sale and trade of pesticides, herbicides, pharmaceuticals and other dangerous substances subject to international exit or ban regulations;
 - h) The manufacturing, use or trade in chlorofluorocarbons (CFCs), halons and other chemical or ozone-depleting substances which are not in accordance with international treaties such as the Montreal Protocol or the Stockholm Convention;
 - i) Cross-border trade in and disposal of hazardous waste, chemicals or pesticides which are not in accordance with the Basel Convention or the Rotterdam Convention;
 - j) Trade in wild fauna and flora covered by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES);
 - k) Overfishing and harmful fishing techniques such as dynamite, shark fin and driftnet fishing in the marine environment with nets more than two and a half (2,5) km in length;
 - l) Animal experiments, other than for medical purposes;
 - m) The production, distribution, sale and trading of articles of fur;
 - n) The use of wildlife for entertainment.

11.2. If and to the extent that the Merchant intends to offer the Ratepay Payment Methods for Excluded Services to its Customers, the Merchant shall obtain the consent of Nets. Approval or rejection by Nets shall be granted informally by e-mail at its own discretion.

12. REVERSAL OF PURCHASED MERCHANT RECEIVABLES

12.1. An Individual Receivables Purchase Agreement shall be reversed in accordance with this Section 12 of these Special Terms if and insofar that the Merchant Receivables fulfil one of the criteria specified in Section 12.2 of these Special Terms ("Defective Receivables") and if Nets withdraws from the Individual Receivables Purchase Agreement in accordance with the process described in Section 12.3 of these Special Terms ("Nets Withdrawal").

12.2. Defective Receivables exist under the following conditions:

12.2.1. An End Customer effectively exercises their statutory right of withdrawal with regard to the Customer Contract or effectively withdraws from the Customer Contract on the basis of a contractual right of withdrawal granted by the Merchant (such as a 100-day right of return);

12.2.2. An End Customer exercises a right of withdrawal granted by a Merchant in an individual case or an End Customer raises a justified Customer Objection in relation to the guarantee in accordance with Section 10.1.6 of these Special Terms (cf. Sections 8.7 and 8.8 of these Special Terms);

12.2.3. The Merchant does not transfer the Documentation within fourteen (14) calendar days in accordance with Section 9.2 of these Special Terms or does not transfer additional special evidence or documents to Nets within one month of being requested to do so by Nets;

12.2.4. The period between the transfer of the Confirmation Deliver to the Nets API and the actual dispatch of the goods is longer than two (2) working days;

12.2.5. The Merchant delivered the goods after Nets informed the Merchant that there was a suspicion of fraud and despite the fact that the Merchant could have prevented the delivery by reacting immediately to such a notification;

12.2.6. The goods are shipped express, i.e. the goods are handed over to the Merchant's shipping service provider or the End Customer within less than twelve (12) hours after Payment Acceptance;

12.2.7. The data specified in Section 4.2.1 of these Special Terms changed after the Payment Acceptance was transferred;

12.2.8. In the case of the Ratepay Payment Method Prepayment, the End Customer did not pay the Merchant Receivables to Ratepay within seven (7) calendar days of the conclusion of the Customer Contract;

12.2.9. The Merchant Receivables' underlying conditions deviate from the conditions for End Customers specified in Section 2.4 of these Special Terms;

12.2.10. The Customer Contract was concluded with an End Customer who is not of legal age;

12.2.11. The Merchant Receivables are not governed by German, Austrian, Swiss or Dutch law or any other applicable national law expressly accepted by Nets; or

12.2.12. The Merchant violates a guarantee relating to the Merchant Receivables in accordance with Section 10 of these Special Terms (with the exception of Section 10.1.6 of these Special Terms).

12.3. In the event of Defective Receivables, Nets Withdrawal takes place as follows:

12.3.1. The Merchant immediately transfers a change notification for the Defective Receivables ("Payment Change Request") to Nets via the Nets API, especially in the case of Section 12.2.1 and Section 12.2.2 of these Special Terms. The confirmation sent to the Merchant via the Nets API is considered to be a declaration of withdrawal; or

12.3.2. Nets sends the Merchant a list of the relevant Defective Receivables (including the transaction ID) as a declaration of withdrawal. After receiving the declaration of withdrawal, the Merchant is obliged to initiate the Payment Change Request for the relevant Defective Receivables via the Nets API.

12.4. As a result of Nets Withdrawal, the respective Individual Receivables Purchase Agreement is (in some cases partially) reversed and the Merchant owes the repayment of the Purchase Price for the respective Merchant Receivables to Nets as well as reimbursement of any collection costs. Section 6.3 of these Special Terms does not apply in this case.

12.5. Under the condition precedent that the Nets Withdrawal according to Section 12.3 of these Special Terms is declared in relation to the relevant Defective Receivables, Nets hereby assigns all current and future Defective Receivables (unless otherwise extinguished by operation of law) to the Merchant, and the Merchant hereby accepts this assignment.

12.6. If the End Customer has already made payments on Defective Receivables to Nets before Nets' Withdrawal, Nets shall refund the End Customer on behalf of and for the Merchant instead of to the Merchant in the event of Nets' Withdrawal. The refund to the End Customer discharges the debt in the relationship between Nets and the Merchant. The refund is always paid to End Customers by Nets with the agreement of Ratepay.

13. RESTRICTION OF THE RATEPAY PAYMENT METHODS / SAFEGUARDING MEASURES

13.1. Nets is entitled to temporarily block the use of the Ratepay Payment Methods for the Merchant if

- Ratepay obliges Nets to do so due to a change in the law or a judicial, official or supervisory decision. In this case, the Merchant is entitled to terminate the Payment Service Contract in connection with these Ratepay Rules for Merchants with immediate effect.
- 13.2. The Nets Purchase Obligation according to Sections 3.2 and 3.4 of these Special Terms does not apply to Merchant Receivables which, following a purchase of Receivables, would count as Defective Receivables under the conditions of Sections 12.2.4 to 12.2.12 of these Special Terms.
- 13.3. Nets is entitled to take the measures stipulated in Section 12.4 of these Special Terms ("Safeguarding Measures"), provided that at least one of the following conditions is met:
- 13.3.1. A relevant deterioration in the Merchant scoring has occurred. A relevant deterioration within the meaning of the preceding sentence exists if
- 13.3.1.1. The Creditreform credit rating index 2.0 of a Merchant based in Germany is three hundred (300) or more; or
- 13.3.1.2. The Creditreform credit rating index of a Merchant based in another country is three hundred (300) or more.
- 13.3.1.3. The Creditreform credit rating is cancelled, so the credit rating is no longer shown;
- 13.3.2. The Merchant repeatedly fails to transfer a Payment Change Request to Nets immediately after receiving a declaration from the Customer in accordance with Section 12.2.1 or 12.2.2 of these Special Terms;
- 13.3.3. The actual return rate (ratio of the value of all Payment Change Requests and the value of all Payment Requests) differs from the average return rate of the previous month
- 13.3.3.1. by more than five (5) percentage points, provided that the average return rate does not exceed twenty per cent (20%); or
- 13.3.3.2. by more than ten (10) percentage points, provided that the average return rate is more than twenty per cent (20%).
- If the value of the previous month is not available, for example if the contractual period is not sufficiently long, the average return rate initially specified by the Merchant for Nets is used as a reference;
- 13.3.4. The Payment Service Contract has been effectively terminated in connection with these Ratepay Rules for the Merchants and the End Customers have a right according to Section 12.2.1 of these Special Terms in relation to the Customer Contracts.
- 13.4. Under the conditions of Section 13.3 of these Special Terms, Nets is entitled at its own discretion, taking into account the legitimate interests of the Merchant, to take the following Safeguarding Measures and notify the Merchant by e-mail:
- 13.4.1. Extension of the Purchase Price payment term as agreed by a maximum of ninety (90) additional days;
- 13.4.2. Retention of the Purchase Price owed by Nets for the Merchant Receivables, either in full or in part.
- 13.5. The Merchant can avert the Safeguarding Measures by providing a bank guarantee accepted by Nets or a cash security, the amount of which is determined by Nets and presented to the Merchant as a substantiated calculation, or the Merchant can take other suitable measures to which Nets has expressly agreed.
- 13.6. Nets shall cease taking the Safeguarding Measures within two weeks after the preconditions for the Safeguarding Measures according to Section 13.3 of these Special Terms are no longer applicable and shall notify the Merchant by e-mail.
- 14. DATA PROTECTION**
- 14.1. The Merchant undertakes to handle data with care and adhere to all relevant legislation and judicial regulations. The Merchant shall act in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons (GDPR) when handling personal data.
- 14.2. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of the Ratepay Payment Methods to the Merchant.
- 14.3. Information on Nets' general handling of Personal Data is stated in the General Terms.
- 15. AMENDMENTS TO THE PAYMENT SERVICE CONTRACT**
- 15.1. Amendments to these Ratepay Rules for Merchants shall be offered to the Merchant in writing no later than two (2) months before the proposed date of their entry into force. The Merchant's consent is deemed to have been given if the Merchant has not indicated its rejection prior to the proposed time for the changes to take effect. Nets shall specifically point out this deemed approval in the offer. If the Merchant rejects the offered amendments, the Merchant has the right to terminate the Payment Service Contract in connection with these Ratepay Rules for Merchants without notice and free of charge before the changes take effect. Nets shall specifically point out this right of termination in the offer.
- 16. TERMINATION OR SUSPENSION**
- 16.1. Nets is entitled to suspend the offering of Ratepay Payment Methods to Merchants and/or terminate the Payment Service Contract with regard to the provision of Ratepay Payment Methods with a Merchant if the respective Merchant no longer meets the Ratepay Rules for Merchants.

- 16.2. Nets is entitled to suspend if Ratepay requests Nets to terminate or suspend a specific Payment Service Contract.
- 16.3. Ratepay is entitled to check the correct implementation of the Ratepay Rules for Merchants by the Merchant. Ratepay shall inform Nets in the event of incorrect implementation by the Merchant. Nets shall ask the Merchant to comply with the checkout requirements and demand compliance within the period specified by Ratepay. Nets must immediately disable the Merchant on the Platform at the request of Ratepay until the Merchant can prove the correct implementation of the checkout requirements.

17. MISCELLANEOUS

- 17.1. These Ratepay Rules for Merchants are subject to the law of the Federal Republic of Germany.
- 17.2. These Ratepay Rules for Merchants do not constitute a contract in favour of third parties within the meaning of Section 328 BGB or a contract with protective effect in favour of third parties. Third parties, especially End Customers, are not entitled to derive claims or rights from these Ratepay Rules for Merchants.
- 17.3. If Nets does not exercise or assert any of the rights or any of the provisions of these Ratepay Rules for Merchants, this shall not be deemed to be a waiver of such rights or provisions.
- 17.4. After termination of the Payment Service Contract in relation to these Ratepay Rules for Merchants, Nets and the Merchant remain entitled and obliged to process Merchant Receivables which have already arisen from Individual Receivables Purchase Agreements but have not yet been fully processed in accordance with these Ratepay Rules for Merchants.
- 17.5. The Parties agree that Section 675f (5) 2 BGB (German Civil Code) (fee for payment services), Section 675h BGB (ordinary termination of a framework contract on payment services), Section 675y BGB (liability of the payment service provider in case of non-execution or defective execution of a payment order; obligation to make enquiries), Section 675z BGB (other claims in case of non-execution or erroneous execution of a payment order or an unauthorised payment transaction) and Section 676 BGB (proof of execution of payment transactions) – insofar that these even apply to these Ratepay Rules for Merchants – are hereby waived.