General Terms and Conditions

of Wallee Group AG for Platform, Terminals and Payment Acceptance

Structure

- Part A – General Provisions (always applicable)
- Part B – Platform
- Part C – Terminals: Purchase, Service Subscription, Rental, SoftPOS
- Part D – Payment Acceptance via wallee
- Annex 1 – Data Processing Agreement (FADP/GDPR) with Appendix A
- Annex 2 – Switching Providers for Customers in the EU

Part A – General Provisions

A1 Scope and Contractual Documents

A1.1 These General Terms and Conditions (GTC) govern the legal relationship between Wallee Group AG, Neuwiesenstrasse 15, 8400 Winterthur, Switzerland, UID CHE-287.965.343 ("wallee") and its customers ("Customer") for all services provided by wallee, in particular the payment platform, terminals, software, payment acceptance, support and related services ("Services").

A1.2 wallee provides its Services exclusively to businesses, self-employed persons and public-law entities for the purposes of their professional or commercial activities. By entering into the contract, the Customer confirms that it is not acting as a consumer. If, contrary to this confirmation, the Customer acts as a consumer, wallee may terminate the contract with immediate effect; the Customer shall compensate wallee for any resulting damage.

A1.3 These GTC consist of Part A (General Provisions), the Special Parts B (Platform), C (Terminals) and D (Payment Acceptance via wallee) and Annexes 1 (Data Processing Agreement) and 2 (Switching Providers for Customers in the European Union). A Special Part applies to the extent that the Customer obtains the relevant Service.

A1.4 Mandatory requirements under statutory law, regulatory law, the rules of the Card Schemes and the requirements of the Acquirers notified by wallee to the Customer take precedence over all contractual documents and cannot be excluded by any agreement. Otherwise, in the event of any inconsistency, the contractual documents apply in the following order of precedence:

- agreements signed by both parties, in particular partner, framework and walleeJoin agreements and special pricing agreements, each within its scope;
- quotes from wallee accepted by the Customer;
- the service description and the prices of the selected product, package or subscription;
- the General Terms and Conditions for Payment Facilitator Services, to the extent that the Customer accepts payments via wallee;
- Special Parts B to D;
- this Part A.

A1.5 For the processing of personal data on behalf of the Customer, Annex 1 takes precedence over Parts A to D. Agreements signed by both parties take precedence over Annex 1 to the extent that they provide for stricter protection obligations.

A1.6 The Customer's general terms and conditions do not apply, even if wallee does not expressly object to them or provides Services in the knowledge of them.

A1.7 Before the contract is concluded, wallee makes these GTC and the other contractual documents, with the exception of the list under A4.5, available at wallee.com/legal/agb in a form that allows the Customer to retrieve, store and print them.

A2 Definitions

A2.1 In these GTC, the following terms have the following meanings:

- "Platform": the software operated by wallee for payment processing, administration and reporting, including the portal, interfaces (API), plugins and software development kits;
- "Account" and "Space": the Customer's account on the Platform and its sub-areas;
- "Terminal": a payment terminal running wallee software, including accessories, unattended modules and SoftPOS applications;
- "Acquirer": a financial institution that settles card transactions, as well as other providers of payment methods;
- "Card Schemes": Visa, Mastercard and other operators of payment systems, including their rules ("Scheme Rules");
- "End Customer": the Customer's own customer who makes a payment to the Customer;
- "Fees": the charges owed by the Customer to wallee for the Service concerned, excluding value added tax and excluding charges passed on to third parties, such as interchange and scheme fees;
- "Price List": wallee's price list in the version in force at the time the contract is concluded, which wallee makes available to the Customer before the contract is concluded; amendments are governed by A6;
- "Business Day": Monday to Friday, excluding public holidays in the Canton of Zurich;
- "In writing": on paper with a signature, by electronic signature, by e-mail or by a declaration in the portal, unless these GTC provide otherwise.

A3 Conclusion of the Contract and Customer Due Diligence

A3.1 The contract is concluded when the Customer accepts these GTC upon registration, when placing an order or by signing, and wallee confirms the acceptance, but at the latest upon activation of the Account or upon delivery.

A3.2 wallee may decline to enter into a contract without giving reasons.

A3.3 wallee identifies the Customer and the persons acting on its behalf and establishes the identity of the beneficial owners and controlling persons in accordance with the provisions applicable to wallee, in particular the Anti-Money Laundering Act (AMLA) and the requirements of its supervisory authority or self-regulatory organisation, and reviews the Customer's business activities, risk and creditworthiness. The Customer shall provide the declarations and documents requested for this purpose. wallee does not activate any Services until the review has been completed. wallee may engage third parties for this purpose.

A4 Customer's Duties to Cooperate and to Exercise Due Care

A4.1 The Customer shall provide all information completely and truthfully. It shall notify wallee in writing within ten days of any changes, in particular to its company name, legal form, registered office, bank details, beneficial owners, control relationships, business activities, web addresses and Terminal locations, or shall update them in the portal.

A4.2 Upon request, the Customer shall periodically confirm its information and provide information on the background and purpose of individual transactions. It shall cooperate in the clarifications that wallee, an Acquirer or a Card Scheme is required to carry out under statutory law, regulatory law or the Scheme Rules, and shall submit the requested documents within the time limit set. Until a clarification has been completed, wallee may suspend Services and payouts to the extent necessary.

A4.3 The Customer shall comply with the laws applicable to it, in particular those on distance selling, price indication, data protection, unfair competition, accessibility, taxation and sanctions.

A4.4 The Customer confirms that neither it nor its governing bodies or beneficial owners are listed on a sanctions list of the State Secretariat for Economic Affairs (SECO), the European Union, the United Nations or the Office of Foreign Assets Control of the United States (OFAC), nor controlled by such persons. It shall not conduct any business via wallee with sanctioned persons or with a connection to territories subject to comprehensive sanctions, not even indirectly, and shall not circumvent any sanctions. It shall inform wallee without delay if this changes. For Customers in the European Union, the representation regarding sanctions of third countries applies only to the extent that it is compatible with Regulation (EC) No 2271/96; this also applies to measures taken by Wallee Europe S.A. wallee may reject or withhold transactions with a sanctions connection.

A4.5 The Customer shall accept payments only for its own business activities notified to wallee and only via the notified sales channels. It shall not process payments for third parties. Business activities on wallee's list of prohibited and restricted industries are excluded or require prior written consent. The list forms part of the contract. wallee makes it available to the Customer during onboarding before the contract is concluded; the Customer confirms that it has taken note of it. Upon request to info@wallee.com, wallee will send it again at any time. Amendments to the list apply in accordance with A15; requirements under A1.4 apply immediately. The Customer shall notify any changes to its industry or business model in advance.

A5 Prices, Invoicing and Payment

A5.1 The prices of the selected product, package or subscription or of the individual agreement apply. If nothing has been agreed, wallee's Price List in force at the time the contract is concluded applies. Recurring fees are owed from the activation of the relevant Service, irrespective of its use.

A5.2 Unless otherwise stated, all prices are in the agreed currency, net, exclusive of value added tax and other charges. wallee invoices value added tax in accordance with the applicable law. For Services provided to Customers with their registered office in the European Union, the Customer owes the tax under the reverse charge mechanism, to the extent applicable. The Customer shall notify wallee of its VAT identification number. For deliveries into the European Union, the Customer is the importer and bears customs duties, import VAT and other import charges. Amounts in CHF stated in these GTC apply to contracts in euros in the same amount in EUR.

A5.3 Fees of Acquirers, Card Schemes, mobile network operators and other third parties are not included in wallee's prices unless expressly stated otherwise.

A5.4 wallee issues invoices in electronic form. wallee charges recurring fees and transaction fees to the payment method on file or sets them off against the Customer's credit balances. If this is not possible, invoices are payable without deduction within 30 days of the invoice date; the last day of this period is the due date.

A5.5 Upon expiry of the due date, the Customer is in default without a reminder and owes default interest of 5% per annum. wallee may charge a fee of CHF 20 or EUR 20 for each reminder. The Customer shall compensate any further damage, in particular legal and court costs, to the extent permitted by the applicable law. If wallee hands over a claim to a debt collection agency after an unsuccessful reminder, the Customer additionally owes, from the time that agency is instructed, collection costs according to the following tariff, which the Customer acknowledges as damage caused by default irrespective of any proof of damage (principal claim up to CHF / collection costs not exceeding CHF): 75 / 80; 250 / 149.15; 500 / 195; 1'000 / 260; 2'000 / 355; 3'000 / 448.15; 5'000 / 634.40; 10'000 / 1'100; 30'000 / 1'920; 50'000 / 2'740; above 50'000 not exceeding 5.5% of the principal claim. For claims in euros, the same amounts apply in EUR.

A5.6 If the Customer is in default with a payment, wallee may, after a reminder setting a time limit of at least ten days, suspend Services in whole or in part until payment has been made in full. The obligation to pay the ongoing fees remains in place. The Customer bears the costs of resuming the Services.

A5.7 The Customer may set off only claims that wallee has acknowledged in writing or that have been established by a final and binding decision. wallee may at any time set off its claims against the Customer, in particular fees for the Platform, Terminals and payment processing (PSP fees), against claims of the Customer against wallee, in particular against payout claims and credit balances under Part D, even if these are not yet due or are denominated in a different currency; conversion is made at wallee's daily rate at the time of the set-off. If a company affiliated with wallee, in particular Wallee Europe S.A., provides the payment

acceptance, the Customer instructs that company to deduct wallee's due claims from its payouts and to pay them to wallee; conversely, wallee may set off claims of that company against the Customer against the Customer's credit balances with wallee. The Customer consents to these set-offs and deductions. If wallee or the affiliated company shows a claim as a deduction in a statement, this constitutes a declaration of set-off.

A5.8 The Customer shall raise any objections to an invoice in writing, stating reasons, within 60 days of receipt. Thereafter, the invoice is deemed approved, except for errors that the Customer could not detect despite a reasonable review. D2.3 applies to transaction statements.

A6 Price Adjustments

A6.1 wallee may adjust prices and fees as follows and shall notify the Customer thereof in writing; the notice periods run from receipt of the notification:

- increased or newly introduced costs of Acquirers, Card Schemes, manufacturers, mobile network operators and authorities, in particular interchange and scheme fees, to the extent of the additional costs, with a notice period of 30 days;
- recurring fees once per calendar year to the extent of inflation according to the Swiss Consumer Price Index of the Federal Statistical Office or, for prices in euros, according to the Harmonised Index of Consumer Prices for the euro area (Eurostat), with a notice period of 30 days;
- all other adjustments with a notice period of 60 days.

A6.2 In the event of an increase under the third bullet point of A6.1, the Customer may, until the increase takes effect, terminate the contract concerned with effect from that date, even during a fixed term. If it terminates the Platform contract, it may terminate the contracts under Part C with effect from the same date; A13.6 sentence 1 does not apply in this case. If it does not terminate, the increase is deemed accepted. The termination does not trigger any Fees under A13.6 or C5.6. Adjustments under the first and second bullet points do not give rise to a right of termination. wallee states the reason for the adjustment in the notification. wallee is not obliged to disclose its calculation or its terms with third parties.

A6.3 wallee may implement price reductions at any time without notice.

A7 Confidentiality

A7.1 The parties shall treat as confidential all information of the other party that is not publicly known, in particular terms and conditions, business secrets, technical information, security measures and customer data. They shall use such information solely for the performance of the contract.

A7.2 The obligation does not apply to the extent that a party is obliged to disclose information by law, by an authority, under the Scheme Rules or vis-à-vis Acquirers, or passes the information on to advisers, auditors, insurers and affiliated companies which are themselves bound by confidentiality. A8 and Annex 1 take precedence for personal data.

A7.3 The obligation continues for three years after the end of the contract, and for business secrets and security information without time limit.

A8 Data Protection

A8.1 The parties shall comply with the Swiss Federal Act on Data Protection (FADP) and, where applicable, the General Data Protection Regulation of the European Union (GDPR) and other applicable data protection laws.

A8.2 To the extent that wallee processes personal data on behalf of the Customer, in particular data of End Customers in transactions, the Customer is the controller and wallee the processor. Annex 1 applies in this respect.

A8.3 To the extent that wallee processes personal data for its own purposes, wallee is the controller. This concerns in particular the performance of the contract with the Customer, invoicing, fraud and risk prevention, the security of the Platform, compliance with the AMLA, the Scheme Rules and regulatory law, and payment acceptance under Part D. The legal bases are the performance of the contract, legal obligations and overriding legitimate interests. For product development, wallee uses only data under A8.5.

A8.4 wallee provides information on its own processing in its privacy notice at wallee.com/legal/datenschutzhinweise; the privacy notice is for information purposes only and does not form part of the contract. The Customer shall refer its End Customers to it in its own privacy policy and shall ensure that the disclosure of data to wallee is lawful to the extent that it falls within its area of responsibility; wallee is responsible for its own processing.

A8.5 wallee may anonymise data arising from the use of the Services and use it for its own purposes in anonymised or aggregated form that does not allow any inference to be drawn about the Customer or data subjects, in particular for statistics, fraud prevention and product development.

A9 Information Security

A9.1 wallee protects its systems with appropriate technical and organisational measures in accordance with the state of the art and the standards applicable to it, in particular the Payment Card Industry Data Security Standard (PCI DSS) in its current version. wallee is responsible for the security of the account data that it stores, processes or transmits for the Customer.

A9.2 The Customer shall protect its systems, access credentials and Terminals appropriately. It shall notify wallee of security incidents that may affect wallee's Services or data, in particular any suspected compromise of card data or access credentials, without delay and at the latest within 24 hours of becoming aware of them.

A9.3 wallee informs the Customer of security incidents affecting its data in accordance with Annex 1 section 3.4.

A10 Intellectual Property and Trademarks

A10.1 All rights to the Platform, the software, the Terminals, the documentation, the trademarks and other work results of wallee remain with wallee or its licensors. The Customer receives only the rights of use expressly granted in these GTC.

A10.2 The Customer may not decompile, reverse engineer or modify wallee software or make it available to third parties, unless this is permitted by mandatory law.

A10.3 The Customer may use the wallee trademark only in accordance with wallee's guidelines and only to provide information about the payment options

offered. wallee may name the Customer as a reference unless the Customer objects in writing.

A10.4 wallee may use suggestions and feedback from the Customer regarding the Services without remuneration.

A11 Liability

A11.1 wallee is liable in accordance with the statutory provisions for damage caused by it with wilful intent or through gross negligence. The same applies to personal injury and to liability under the Product Liability Act (PLA).

A11.2 wallee's liability for slight negligence is excluded. To the extent that this exclusion is not effective, in particular due to mandatory law, wallee's liability for slight negligence is limited per calendar year in aggregate to the Fees owed for the Service concerned in the twelve months preceding the first damaging event of the year, but to no more than CHF 10'000 or EUR 10'000. The obligation to pay out amounts received under Part D remains unaffected.

A11.3 Subject to A11.1 and to the extent permitted by law, wallee is not liable for indirect damage and consequential damage, in particular loss of profit, loss of revenue, reputational damage and third-party claims, and is liable for loss of data only to the extent of the costs of restoring the data from backups. wallee is not liable for auxiliaries to the extent permitted by law (Art. 101 para. 2 CO); this exclusion does not apply to sub-processors under Annex 1. If this exclusion is invalid, A11.2 applies.

A11.4 wallee is not liable for the services, decisions, availability and errors of Acquirers, Card Schemes, banks, network and mobile network operators, manufacturers of hardware and operating systems and other third parties that wallee does not engage as auxiliaries. This applies in particular to declines, chargebacks, blocks and delayed payouts by third parties. If wallee engages an Acquirer within the scope of Part D, it is liable only for the careful selection and instruction of that Acquirer; its own obligation to make payouts under Part D remains unaffected.

A11.5 The Customer is liable for all damage incurred by wallee as a result of a breach of its obligations. It shall hold wallee harmless from claims, fines, contractual penalties and fees of third parties, in particular of Acquirers and Card Schemes, that result from a breach of duty by the Customer, its auxiliaries or its offerings, including reasonable costs of legal defence.

A11.6 The Customer shall notify wallee of any damage in writing, stating reasons, within 90 days of becoming aware of it, so that wallee can mitigate the damage. If it fails to do so, wallee is not liable for damage that could have been avoided had notice been given in time.

A12 Force Majeure

A12.1 Neither party is liable for non-performance or delayed performance to the extent that it is attributable to events beyond its reasonable control, in particular natural events, epidemics, war, terrorism, cyber attacks despite appropriate protective measures, orders by authorities, failures of power and telecommunications networks and supply shortages of manufacturers. Failures of third parties engaged by wallee constitute force majeure only if wallee selected them with due care and the failure could not have been avoided with reasonable redundancy.

A12.2 The affected party shall inform the other party without delay and shall resume performance as soon as possible. If the event lasts longer than 60 days, either party may terminate the contract concerned by giving 30 days' notice. Payment obligations for Services already rendered remain in place.

A13 Term, Termination and Suspension

A13.1 The term and notice periods are determined by the selected product, the Special Part or the individual agreement. If nothing has been agreed, the contract is concluded for an indefinite period and may be terminated by either party by giving one month's notice to the end of a calendar month.

A13.2 Either party may terminate the contract with immediate effect for good cause. For wallee, good cause includes in particular:

- a material breach of these GTC by the Customer, or a breach repeated despite a reminder;
- a payment default of more than 30 days despite a reminder;
- false or incomplete information provided by the Customer at the conclusion of the contract or in the review under A3.3 and A4.2;
- a well-founded suspicion of fraud, money laundering, terrorist financing, sanctions violations or unlawful business;
- significant irregularities in the transactions processed, in particular repeatedly exceeding the Card Schemes' thresholds for fraud or chargebacks;
- a request by an Acquirer, a Card Scheme or an authority to end the cooperation with the Customer;
- the opening of bankruptcy, composition or comparable proceedings against the Customer, or the Customer's insolvency;
- the cessation of the Customer's business activities or its deletion from the commercial register;
- a change of control of the Customer to a competitor of wallee or to a person who does not pass the review under A3.3, as well as any other material change of control that makes it unreasonable for wallee to continue the contract for risk or regulatory reasons.

A13.3 Instead of terminating, wallee may suspend Services in whole or in part. The suspension takes effect immediately to the extent necessary to avert damage, significant legal risks or threats to the security of the Platform, and otherwise after five Business Days' advance notice. wallee lifts the suspension as soon as the reason for it no longer applies.

A13.4 wallee does not state the reasons for clarifications, suspensions, retentions or terminations to the extent that statutory reporting or confidentiality obligations preclude this. Suspensions ordered by an authority or prescribed by law take precedence over all contractual obligations to perform and to make payouts. The statutory requirements on terminating a business relationship following a report to the Money Laundering Reporting Office remain reserved. wallee is not liable for the consequences of measures that it takes in good faith to comply with statutory, regulatory or official obligations, except in the case of wilful intent or gross negligence.

A13.5 Terminations shall be made in writing. A declaration in the portal is sufficient for termination, to the extent that the portal offers this function.

A13.6 The Customer may terminate the Platform contract at the earliest with effect from the end of any current

fixed terms of its contracts for Terminals under Part C. If the Platform contract ends earlier for reasons for which the Customer is responsible, the Customer owes the Fees for the service subscription and rental until the end of the fixed term, for the rental in accordance with C5.6.

A13.7 Fees already paid are not refunded. If wallee terminates without good cause on the part of the Customer, if the Customer terminates for good cause on the part of wallee or under A6.2, A15.2, A16.3 or Annex 1 section 4.2, or if the contract ends under A12.2, wallee refunds Fees paid in advance for the period after the end of the contract on a pro rata basis.

A13.8 If the Customer revokes a contract to which Art. 404 CO applies mandatorily at an inopportune time, it owes a contractual penalty equal to the Fees of the contract concerned for three months; it shall compensate any greater damage to the extent that it exceeds the contractual penalty.

A14 Consequences of Termination

A14.1 Upon the end of the contract, all outstanding claims of wallee become due immediately.

A14.2 With the end of the contract, the Customer's access to the Account lapses. The Customer shall itself back up the data it requires before the contract ends (B6.2). There is no entitlement to export, surrender or transfer of data, in particular not for tokens, card data and other payment method data. Annex 1 section 7.1, Annex 2 and mandatory statutory claims, in particular under Art. 28 FADP and Art. 20 GDPR, remain reserved.

A14.3 After the end of the contract, wallee deletes or anonymises the Customer's data, unless and for as long as a statutory or regulatory retention obligation applies. wallee blocks data that it is required to retain, in particular transaction, settlement, identification and clarification data (Art. 958f CO, Art. 7 AMLA, Scheme Rules), for other purposes and deletes it upon expiry of the retention period. wallee does not cleanse backups individually; they are deleted upon expiry of their defined retention period and until then are used only for restoration and for compliance with statutory obligations.

A14.4 The Customer shall remove all references to wallee visible to End Customers and delete the software provided to it. Until then, it continues to owe the agreed fees to the extent that the Services continue to be used.

A14.5 Annex 2 additionally applies to Customers with their registered office or a branch in the European Union.

A14.6 The provisions on confidentiality, data protection, liability, consequences of termination, settlement and retention under D2 and the final provisions survive the end of the contract.

A15 Amendments to the GTC and the Services

A15.1 wallee may amend these GTC and the service descriptions. wallee notifies the Customer of amendments by e-mail or in the portal at least 30 days before they take effect, provides the new version together with an overview of the amendments and draws attention to the right of termination and the consequences of remaining silent.

A15.2 If the Customer does not agree with an amendment that is to its disadvantage, it may, until the amendment takes effect, terminate the contract concerned with effect from that date; the termination does not trigger any Fees under A13.6 or C5.6. If it terminates the Platform contract, it may terminate the contracts under Part C with effect from the same date; A13.6 sentence 1 does not apply in this case. If it does not terminate, or continues to use the Services after the amendment has taken effect, the amendment is deemed accepted. Deviating rules in agreements signed by both parties remain reserved.

A15.3 wallee may bring into force with a shorter notice period or immediately any amendments that are necessary due to mandatory requirements imposed by law, by authorities or by the Scheme Rules, or to avert security risks. Amendments that are solely to the Customer's advantage apply immediately.

A15.4 wallee continuously develops its Services and may change, replace or discontinue functions, provided that the contractual core of the Service is preserved and the change is reasonable for the Customer. If the Customer has to adapt its integration as a result, wallee generally announces this at least 90 days in advance, except for security or legal reasons.

A16 Engagement of Third Parties, Assignment and Transfer

A16.1 wallee may engage third parties to provide its Services, in particular data centres, cloud providers, logistics and repair service providers. The rules on sub-processors in Annex 1 apply to the processing of personal data.

A16.2 The Customer may transfer rights and obligations under the contract or assign claims against wallee only with wallee's prior written consent.

A16.3 wallee may transfer the contract or individual rights and obligations to a company affiliated with it or to the legal successor of the business unit concerned; the Customer consents to this in advance. wallee notifies the Customer of the transfer no later than 30 days after its completion. If wallee transfers to a company that is not affiliated with it, the Customer may terminate the contract concerned within 30 days of the notification with effect from the end of the following month. wallee announces the transfer of its role as processor 30 days in advance; Annex 1 section 4.2 applies mutatis mutandis.

A17 Communication and Language

A17.1 wallee generally communicates with the Customer electronically, in particular by e-mail to the address stored in the Account and via the portal. Notifications are deemed received on the day after they are sent. The Customer shall keep its contact details up to date.

A17.2 The Customer bears the risks of unencrypted electronic communication that it chooses itself. It shall never transmit confidential data such as card data or passwords by e-mail.

A17.3 wallee may inform the Customer about its own similar products and services at the e-mail address received in connection with the contract. The Customer may object to this free of charge upon registration and in every communication via an unsubscribe link.

A17.4 These GTC are available in German, French, Italian and English versions. In the event of any discrepancies, the German version prevails.

A18 Final Provisions

A18.1 Should any provision of these GTC be invalid or unenforceable, the remainder of the contract remains valid. The invalid provision shall be replaced by a valid provision that comes closest to its economic purpose. The same applies to gaps.

A18.2 If a party refrains from enforcing a right, this does not constitute a waiver of its future enforcement.

A18.3 The contract is governed by Swiss substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG). Mandatory provisions of another law remain reserved to the extent that they apply irrespective of the choice of law.

A18.4 The exclusive place of jurisdiction for actions brought by the Customer arising out of or in connection with the contract is Winterthur; the subject-matter jurisdiction of the Commercial Court of the Canton of Zurich remains reserved. For Customers with their registered office in another state bound by the Lugano Convention, this agreement constitutes an agreement on jurisdiction within the meaning of Art. 23 of that Convention. wallee may additionally bring proceedings against the Customer at the Customer's registered office or before any other court having jurisdiction by law or treaty in Switzerland, in a Member State of the European Union or in a state bound by the Lugano Convention.

A18.5 These GTC apply to new contracts from their publication at wallee.com/legal/agb. They replace all previous general terms and conditions of wallee together with the associated parts, in particular the Terms of Participation wallee Platform version 1.1 (January 2022), the GTC for Terminal Purchase and Service Subscription (April 2022), the GTC for the Rental of Terminals, the part "Products and Programs" (March 2024) and the Data Processing Agreement version 1.0. For existing contracts, they take effect in accordance with the amendment procedure of the previous GTC; wallee notifies them to these Customers together with the list under A4.5 and additionally asks them for express acceptance in the portal; their entry into force does not depend on this, subject to the following sentence. If the previous GTC provided for a different applicable law or a different place of jurisdiction, A18.3 and A18.4 apply to Customers with their registered office in the European Union only after their express acceptance in the portal or in writing.

Part B – Platform

B1 Services

B1.1 wallee provides the Platform to the Customer as software-as-a-service. The scope of functions is determined by the selected product and the documentation at app-wallee.com/doc in the version in force at the time the contract is concluded; changes are governed by A15.4.

B1.2 The Platform transmits payment data between the Customer, Acquirers and other payment service providers. Unless Part D provides otherwise, wallee acts as a technical service provider. In that case, wallee does not accept any customer funds, does not owe any payout and does not warrant that third parties will authorise or settle a payment or will not charge it back.

B1.3 The use of certain payment methods requires contracts between the Customer and Acquirers or other providers. The Customer concludes these itself and bears their fees, unless Part D applies.

B1.4 For payment methods and additional services of third parties, in particular Google Pay, Apple Pay, TWINT and purchase on invoice, their terms and conditions additionally apply. By activating them in the portal, the Customer accepts these terms and conditions. wallee has no influence on the data processing by these providers.

B2 Availability and Maintenance

B2.1 wallee operates the Platform with the care of a professional provider and aims for high availability. wallee owes a specific level of availability only if this has been agreed in writing in a service level agreement.

B2.2 wallee may interrupt operation for maintenance, security measures, troubleshooting and further development. wallee announces planned maintenance work with expected restrictions in advance where possible and schedules it outside peak business hours where possible. wallee publishes the current status at status.wallee.com.

B2.3 Interruptions under B2.2 and disruptions for which wallee is not responsible constitute neither a defect nor grounds for a reduction of the Fees. Claims under an agreed service level agreement and liability for wilful intent and gross negligence remain reserved.

B3 Access and Users

B3.1 The Customer creates its access credentials upon registration and may create further users and application users with their own rights in the portal. It assigns rights in accordance with the principle of least privilege and uses two-factor authentication to the extent that wallee offers it.

B3.2 Anyone who logs in with valid access credentials or keys is deemed vis-à-vis wallee to be authorised by the Customer. wallee checks only the access credentials. The Customer is liable for all acts carried out with its access credentials until it has notified wallee of their loss or misuse, unless the misuse is attributable to a breach of duty by wallee.

B3.3 If there is a suspicion that unauthorised persons know the access credentials, the Customer shall change them immediately or have them blocked by wallee.

B3.4 The Customer may grant third parties, in particular developers and integrators, access to its Account or Space by means of invitations. It is responsible for their acts as for its own.

B4 Integration and Software

B4.1 The Customer is responsible for integrating the Platform into its systems and for the operation and security of those systems, even if it uses plugins, software development kits or templates from wallee or third parties.

B4.2 Unless otherwise agreed, wallee provides integration software free of charge; wallee gives a warranty for it only in the case of wilful intent, gross negligence and fraudulent concealment. wallee provides security updates for the versions supported from time to time. The Customer shall install them within 30 days, and without delay in the case of critical security vulnerabilities. wallee is not liable for damage resulting from updates that have not been installed. Open-source components are subject to their respective licences.

B4.3 If wallee adapts interfaces, it ensures compatibility where possible and announces changes that are not backward compatible in accordance with A15.4. The Customer bears the costs of adapting its systems.

B5 Customer's Obligations in Payment Processing

B5.1 The Customer shall integrate the Platform only in accordance with wallee's documentation. It shall store, process or transmit card data only if it demonstrates compliance with PCI DSS. It shall never store sensitive authentication data such as card verification codes (CVC, CVV).

B5.2 The Customer shall comply with the PCI DSS requirements of its Acquirers and shall demonstrate compliance upon request, in particular by means of an annual self-assessment questionnaire (SAQ). The allocation of PCI DSS obligations between wallee and the Customer is set out in the description at files.wallee.com/legal/pci.htm in the version in force at the time the contract is concluded; it forms part of the contract. Amendments apply in accordance with A15, and requirements of the PCI Security Standards Council in accordance with A15.3.

B5.3 If the Customer embeds wallee payment pages in its website, it shall protect them against script attacks and provide wallee with the confirmations required for its self-assessment questionnaire.

B5.4 The Customer shall use the authentication procedures prescribed by the Card Schemes, in particular EMV 3-D Secure, and shall inform its End Customers before the purchase of its identity, prices and terms of delivery, return and refund.

B5.5 The Customer is solely responsible for its offering, its contracts with End Customers, refunds and support towards End Customers. wallee does not review the transactions processed via the Platform, but is entitled to do so.

B6 Data on the Platform

B6.1 During the term of the contract, the Customer may access the transaction data of its Account for at least the last twelve months. After the end of the contract, A14 applies.

B6.2 wallee is not an archiving service provider. The Customer shall itself back up and archive the data it requires for its accounting and statutory retention obligations.

B6.3 wallee may access the data to the extent necessary for operation, support, security, invoicing, risk prevention and compliance with legal obligations.

B7 Right of Use

B7.1 For the term of the contract, wallee grants the Customer a non-exclusive, non-transferable and non-sublicensable right to use the Platform for its own business activities in accordance with these GTC.

B7.2 The Customer may not operate the Platform for third parties or resell it, except under a written agreement, in particular as a partner or via walleeJoin.

B7.3 If the Customer infringes the right of use, wallee may block access and terminate the contract for good cause.

B8 Support

B8.1 wallee provides support for questions regarding the Account and the Platform via the channels indicated on wallee.com. More extensive support and guaranteed response times require a separate agreement.

B8.2 wallee provides services outside the agreed scope, such as integration assistance, training or customisation, on the basis of a quote or at the current hourly rate.

B9 Term

B9.1 The Platform contract applies for the minimum term stated in the product and is thereafter renewed for one month at a time, unless it is terminated by giving one month's notice to the end of the minimum term or of a renewal month. If no minimum term is stated, it is one month. A13.6 remains reserved.

Part C – Terminals

C1 Scope and Requirements

C1.1 This Part applies to the purchase and rental of Terminals, to the service subscription and to SoftPOS applications (C7). The operation of a Terminal requires a valid Platform contract, an active service subscription and a payment acceptance contract with wallee or an Acquirer.

C1.2 The approvals, certifications and supported functions of a Terminal, in particular EMV, ep2, contactless payment and unattended interfaces, are set out in wallee's current written product information. Any further commitments must be made in writing.

C2 Purchase of Terminals

C2.1 Orders become binding upon confirmation by wallee. Partial deliveries are permitted. Delivery dates are non-binding unless they have been expressly confirmed as binding. Unless otherwise agreed, wallee delivers against advance payment or by charging the payment method on file. wallee additionally charges for shipping, packaging, activation and configuration in accordance with the Price List. If a delivery has to be repeated for reasons for which the Customer is responsible, the Customer bears the additional costs.

C2.2 Benefit and risk pass to the Customer upon handover to the carrier. If shipment is delayed for reasons for which the Customer is responsible, they pass upon notification that the goods are ready for shipment.

C2.3 If wallee delivers on invoice, the Terminals remain the property of wallee until the purchase price has been paid in full. The Customer consents to the registration of the retention of title in the register at its registered office and signs the application upon request. For deliveries abroad, the retention of title is governed by the law of the country of destination. Until payment has been made in full, the Customer may neither sell nor pledge the Terminals nor otherwise dispose of them, except as a reseller under an individual agreement.

C2.4 The Customer shall inspect each delivery within five Business Days for quantity, transport damage and obvious defects and shall notify any complaints in writing within that period. It shall notify defects discovered later within five Business Days of their discovery. If no notification is made, the delivery is deemed approved.

C2.5 If the Customer does not accept or does not pay for the goods, wallee may, at its option, either insist on performance and claim compensation for the damage caused by the delay together with default interest under A5.5, or, after setting a grace period of ten days, withdraw from the contract, demand the return of goods already delivered and claim a contractual penalty of CHF 400 or EUR 400 per order. wallee charges for services already rendered on a time and materials basis. The Customer shall compensate any greater damage to the extent that it exceeds the contractual penalty.

C3 Warranty for Purchased Terminals

C3.1 wallee warrants that new Terminals are free from defects in material and workmanship for twelve months from delivery. For refurbished devices, the period stated in the quote applies, but at least three months. Claims become time-barred three months after the expiry of these periods; Art. 210 para. 1 CO is modified accordingly; Art. 210 paras. 4 and 6 CO remain reserved.

C3.2 wallee decides whether to repair a defective Terminal or to replace it with an equivalent new device or a device refurbished to an as-new condition. Further claims, in particular rescission and price reduction, exist only if the remedy fails twice. Replaced parts become the property of wallee. The remaining warranty period, but at least three months, applies to the replacement device.

C3.3 No warranty applies to wear parts such as batteries and printer rolls, or to damage caused by improper installation, operation or storage, operation outside the manufacturer's specifications, overvoltage, moisture, vandalism, interference by third parties or opened devices.

C3.4 Within the warranty, the Customer bears the costs and risk of shipping to wallee; wallee bears the costs of returning the repaired or replaced Terminal, unless the service subscription provides otherwise. If wallee does not find a defect, it may charge a flat inspection fee in accordance with the Price List.

C3.5 The warranty does not include remedying defects at the Terminal's location, unless this has been agreed in the service subscription. Liability for fraudulently concealed defects remains unaffected.

C4 Service Subscription

C4.1 A service subscription is mandatory for each Terminal. Depending on the package, it includes in particular the licence for the Terminal software, operation via the Platform, software updates, support and, where agreed, the SIM card, the replacement of defective devices and insurance benefits.

C4.2 Purchased Terminals cannot be operated without an active service subscription either; wallee points this out in the quote. If the subscription ends, in particular as a result of termination or payment default, wallee may deactivate the Terminal remotely, and a rented Terminal only if the rental contract also ends. Reactivation requires a new, paid subscription.

C4.3 wallee continuously updates the Terminal software remotely. wallee installs security updates without prior notice. The Customer shall ensure that its Terminals are regularly connected to the Platform. wallee is not liable for damage resulting from updates that the Customer does not install despite their being made available or whose installation it prevents.

C4.4 A SIM card supplied by wallee may be used only in the designated Terminal. It includes the data volume stated in the selected package; wallee may charge for excess usage, in particular roaming, in accordance with the Price List. wallee may block it immediately in the event of misuse, suspected misuse or payment default and may deactivate individual services, in particular roaming, at any time. wallee charges a flat fee of CHF 50 for unblocking. wallee is not liable for network coverage or disruptions of mobile networks. For operational reasons, in particular in the event of a change of mobile network operator, wallee may replace or deactivate the SIM card after reasonable prior notice.

C4.5 Depending on the product, the fees for the service subscription are owed monthly or annually in advance. wallee charges for services outside the subscription in accordance with the Price List or on a time and materials basis.

C4.6 The service subscription is concluded for twelve months and is renewed for further periods of twelve months at a time, unless it is terminated by giving three months' notice to the end of the term. Deviating terms in the selected product take precedence. For Customers under Annex 2, its periods for switching providers additionally apply. The service subscription is a licence and maintenance contract sui generis and not a mandate.

C4.7 If the Customer obtains Terminals, the service subscription or the Platform via a partner of wallee, wallee may deactivate the Terminals and TIDs concerned if the cooperation between wallee and the partner ends, unless the Customer concludes its own service subscription with wallee within the time limit set by wallee. wallee gives the Customer reasonable advance notice of the deactivation.

C5 Rental of Terminals

C5.1 Rented Terminals remain the property of wallee at all times. The Customer shall use them only for the agreed purpose, for itself or for companies affiliated with it, and only at the notified locations. Subletting and passing them on are excluded. The rental is exclusively for professional or commercial purposes.

C5.2 The rental fees are owed three months in advance and are charged to the payment method on file. The services included in the service package are determined by the selected product.

C5.3 The Customer shall handle the Terminals with care, clean them in accordance with instructions and insure them from handover against damage, theft and loss, unless the insurance is included in the service package. It shall report theft in accordance with C6.4, with a copy of the police report.

C5.4 For defects for which the Customer is not responsible, the statutory provisions on rental apply (Art. 259a et seq. CO); wallee remedies them by repair or replacement; the selected service package governs the procedure and time limits. The Customer may claim a reduction of the rental fees in proportion to the impairment from the notification of the defect; the reduction ends upon delivery of a functioning replacement device or completion of the repair. A11 and C8 apply to damages. The Customer shall compensate damaged, stolen or lost Terminals at the repair price, but at no more than the price of an equivalent replacement device in accordance with the Price List, unless it proves that it is not at fault and to the extent that no insurance under C5.3 covers the damage.

C5.5 The rental contract is concluded for twelve months and is renewed for further periods of twelve months at a time, unless it is terminated by giving three months' notice to the end of the term. wallee may terminate it with immediate effect for good cause, in particular upon the end of the Platform contract and in the event of payment default if the Customer fails to pay within a time limit of ten days set in writing with a warning of termination (Art. 257d CO); upon termination of payment acceptance, D3.1 applies.

C5.6 If the rental contract ends before the expiry of the fixed term for reasons for which the Customer is responsible, the Customer owes, as liquidated damages, the rental fees until the end of the fixed term plus a flat fee for taking back and refurbishment in accordance with the Price List. The total amount is at least CHF 150 and at most CHF 650 per Terminal. The Customer is free to prove that the damage is lower; the minimum amount remains owed. Fees already charged are not refunded, subject to A13.7.

C5.7 Upon the end of the contract, the Customer shall return the Terminals with accessories to wallee within 14 days, cleaned, complete and in the condition required by the contract. For Terminals not returned, wallee charges the price of an equivalent replacement device in accordance with the Price List and, for excessive wear and tear or damage, the cost of repair, but no more than the price of an equivalent replacement device.

C6 Special Forms of Use and Security

C6.1 For use in unattended environments, in particular in vending machines, charging stations, car parks and kiosks, the Customer is responsible for the proper integration, installation, physical protection against tampering and compliance with the requirements of the Card Schemes. It shall provide for an emergency mode of operation independent of the payment system so that failures do not cause personal injury or damage to property. If it activates offline or deferred authorisation, it bears the risk of transactions subsequently declined.

C6.2 C7 applies to SoftPOS applications.

C6.3 Terminals placed on the market by wallee in the European Economic Area from 28.06.2025 meet the applicable accessibility requirements; wallee provides the conformity information. The Customer is responsible for the accessible design of its own offering, its website and the integration of the Terminals.

C6.4 The Customer shall keep a register of its Terminals with location and serial number, visually inspect them daily for tampering, in particular for attached foreign devices (skimming), train its staff and report suspected cases immediately. wallee may prescribe a shorter inspection interval, in particular where tampering occurs more frequently. It shall report the theft or loss of a Terminal without delay, at the latest within 24 hours; wallee may block the Terminal immediately. The Customer is liable for transactions and damage until the report has been made. The obligations under the service subscription and the rental remain in place.

C6.5 Software on the Terminals is protected by copyright. The Customer may use it only for its intended purpose and shall not install any applications of its own without wallee's written approval.

C6.6 The End Customer enters their PIN on any Terminal personally and unobserved. The Customer and its staff shall not ask for, observe or note down the PIN and shall not point cameras or mirrors at the PIN entry. The Customer shall position Terminals so that third parties cannot see the entry. It shall capture card data only via the Terminal; it shall not photograph, copy or note it down.

C7 SoftPOS

C7.1 This section applies to wallee's SoftPOS application, with which the Customer accepts contactless payments on a commercially available mobile device ("Device"), together with the associated wallee systems and the security check (attestation and monitoring) ("SoftPOS"). It also constitutes the End User License Agreement (EULA) for SoftPOS. The Customer accepts it upon conclusion of the contract, at the latest upon activation of the application. It takes precedence over the other provisions of Part C. C2, C3 and C5 apply only to a Device supplied by wallee, not to SoftPOS itself.

C7.2 The use of SoftPOS requires a valid Platform contract, a licence for each activated Device in accordance with the selected product and a payment acceptance contract with wallee or with an Acquirer approved by wallee for SoftPOS. The licence is deemed a service subscription under C4; C4.6 does not apply. The supported payment methods, functions and certifications are set out in the product information under C1.2. SoftPOS processes payments only with an active internet connection.

C7.3 wallee grants the Customer, for the term of the licence, a non-exclusive, non-transferable and non-sublicensable right to use SoftPOS on the agreed number of Devices for its own business activity notified to wallee, and only in the countries for which wallee has approved the Customer's payment acceptance. All rights in SoftPOS remain with wallee and its licensors (A10). Third-party components and open-source components are additionally subject to their licences.

C7.4 The Customer may not copy, modify, decompile or reverse engineer SoftPOS, circumvent protection and verification mechanisms, extract keys or other protected data or make SoftPOS available to third parties. It shall integrate SoftPOS into its own applications only via the interfaces documented by wallee. wallee's licensors may enforce these obligations directly against the Customer.

C7.5 The Customer procures and operates the Device, the operating system and the internet access at its own expense and risk. It shall operate SoftPOS only on Devices and operating system versions that wallee has approved and published. wallee may withdraw the approval of Devices and versions at any time for security reasons and announces this in advance where possible. The Customer shall check the suitability of a Device before procuring it. If the approval of a Device or version is withdrawn, there is no claim to reimbursement of the cost of the Device or to any other compensation. wallee gives no warranty for hardware, operating system, NFC reading performance and network connection; wallee is not liable for disruptions caused by other applications on the Device.

C7.6 The Customer shall obtain and update the application only via the official app store of the operating system or a channel designated by wallee in writing, in particular a mobile device management system. The app store is additionally subject to the terms of its operator. The Customer activates the application with the activation code that wallee provides for the relevant Terminal and shall keep it secret. Before activation, it shall verify, in accordance with wallee's instructions, that the application originates from wallee. B3.2 applies mutatis mutandis.

C7.7 In addition to C6.4 and C6.6, the Customer shall comply with wallee's user documentation and security instructions. By activating the application, it confirms

that it has taken note of them. It shall ensure in particular that:

- the Device is not rooted or otherwise altered in its protective functions, no developer or debugging functions are active and no applications from unknown sources are installed;
- the Device is protected by a screen lock and the operating system and the application are up to date, with the Customer installing updates of the application without delay and at the latest within the period set by wallee;
- the Device is under its supervision or that of its staff while in use, is protected against access by unauthorised persons and is not operated unattended;
- the screen is neither recorded nor mirrored during a payment;
- its staff are trained in secure use before first use and regularly thereafter.

C7.8 SoftPOS checks the integrity of the Device and the application upon activation and continuously thereafter (attestation and monitoring). For this purpose, wallee processes device and security data, in particular the device identifier, model, operating system version and patch level, the version and integrity characteristics of the application, indications of tampering, and error and usage data of the application. wallee processes this data as controller under A8.3 for security, fraud prevention, troubleshooting and compliance with the requirements of the PCI Security Standards Council, the Card Schemes and the Acquirers, and may disclose it for these purposes to the service providers it engages, to Acquirers and to Card Schemes; for the further development of SoftPOS, wallee uses it in accordance with A8.5. The Customer shall inform its staff accordingly. The security check serves to protect the payment system. It does not give rise to any monitoring obligation owed by wallee to the Customer; the Customer's own obligations remain unaffected.

C7.9 wallee may decline transactions and block the application on a Device immediately and without prior notice if the security check detects tampering, a configuration that has not been approved, an application on the Device that jeopardises security or an outdated version, or cannot be carried out, if misuse or compromise is suspected or if an Acquirer, a Card Scheme or an authority so requires. wallee lifts the block as soon as the reason has ceased to exist. The Fees remain owed during the block to the extent that the Customer is responsible for the reason.

C7.10 The Customer shall report to wallee the loss, theft or transfer of a Device and any suspected tampering or compromise of the Device, the activation code or access credentials without delay, at the latest within 24 hours of becoming aware of it, via the support channels indicated on wallee.com or in the portal. Before transferring a Device, having it repaired or disposing of it, the Customer shall deactivate the Terminal in the portal and delete the application. The Customer is liable for transactions and damage until the report has been made.

C7.11 wallee informs the Customer by e-mail, in the portal, in the application or at status.wallee.com about changes to the approved Devices and operating system versions, changes to the user documentation and the security instructions, access and activation data provided, planned maintenance work and security incidents affecting SoftPOS. wallee notifies amendments to this section in accordance with A15. If a third party manages Devices for the Customer, in particular a partner or the operator of a mobile device management system, wallee may also address these communications to that third party. The Customer shall implement wallee's security instructions within the period set and shall ensure that the third party implements them as well.

C7.12 wallee remedies defects in the application by means of updates; further rights in respect of defects are excluded to the extent permitted by law. B2 applies to availability. SoftPOS depends on approvals, requirements and licences of third parties, in particular the PCI Security Standards Council, the Card Schemes, the licensors of the security components and the providers of operating systems and app stores. If these change or cease to apply, wallee may adapt, restrict or suspend SoftPOS or discontinue it by giving 30 days' notice or, where necessary, immediately. wallee informs the Customer as early as possible and refunds prepaid licence fees pro rata; subject to A11.1, there are no further claims.

C7.13 The term of the licence is determined by the selected product; if nothing is stated, A13.1 applies. The licence ends without notice of termination together with the Platform contract or with the end of payment acceptance for SoftPOS. If the Customer materially breaches C7.4 or C7.7, wallee may terminate the licence for good cause with immediate effect. When the licence ends, the Customer shall cease use and delete the application from all Devices; wallee may deactivate it remotely.

C7.14 Under A11.5, the Customer is liable in particular for damage and third-party claims arising from the operation of SoftPOS on tampered or non-approved Devices and from a breach of C6.6, C7.4, C7.7 and C7.10. C8 applies to wallee's liability.

C8 Liability for Terminals

C8.1 A11 applies to Terminals. The exclusion of liability for slight negligence under A11.2 also applies to purchase, rental, the service subscription and SoftPOS; if it is ineffective for rented Terminals, A11.2 sentence 2 applies.

Part D – Payment Acceptance via wallee

D1 Scope

D1.1 If a Customer with its registered office in Switzerland or in a third country accepts payments with Wallee Group AG as payment facilitator, its "General Terms and Conditions for Payment Facilitator Services" additionally apply in the version available at the time the contract is concluded at files.wallee.com/legal/terms-and-conditions-for-payment-acceptance-and-settlement_lang.htm. They take precedence over this Part D; amendments are governed by section 1.15.4 thereof, and A15 does not apply to them. Under those terms, the Customer may terminate at the earliest after three years by giving two months' notice, and wallee at any time by giving two months' notice.

D1.2 For Customers with their registered office in the EEA, Wallee Europe S.A., 9B boulevard Prince Henri, L-1724 Luxembourg, provides the payment facilitator service. This contract is concluded by separate acceptance with Wallee Europe S.A. and is governed exclusively by its terms and conditions at

files.wallee.com/eu/legal/terms-and-conditions-for-payment-acceptance-and-settlement_lang.htm; Part D, with the exception of D3 and D4 in relation to Wallee Group AG, as well as A18.3 and A18.4 do not apply to it; the termination of payment acceptance by Wallee Europe S.A. is equivalent to termination under D3.1.

D1.3 Acceptance via wallee is available only in the countries, currencies and industries approved by wallee and for the approved payment methods. wallee may decline individual Customers, industries and payment methods without giving reasons.

D1.4 If the Customer exceeds the Card Schemes' thresholds for fraud or chargebacks, it shall implement the remediation plan required by wallee and bear the resulting fees. The Customer acknowledges that, in the event of termination for good cause, it may be entered in warning lists of the Card Schemes, in particular Mastercard's MATCH and Visa's VMSS; wallee and its Acquirer are obliged to make such a report.

D1.5 wallee's Acquirer may terminate or restrict the Customer's payment acceptance to the extent provided for by the Scheme Rules.

D2 Payout, Retention and Settlement

D2.1 wallee pays out amounts received, less fees, refunds, chargebacks, fines and other claims, in accordance with the agreed payout schedule to an account held in the Customer's name in Switzerland or in the European Economic Area. If the amounts received are insufficient to cover these, wallee charges the shortfall to the payment method on file; if this is not possible, the Customer shall settle the negative balance immediately upon receipt of the invoice. If it does not pay within ten days, it is in default without a reminder; A5.5 applies.

D2.2 wallee may retain payouts and require security to the extent that there is an increased risk, in particular in the event of suspected fraud, unusual transaction patterns, increased chargeback ratios, a material deterioration in the financial situation, after the end of the contract for the duration of the Card Schemes' chargeback periods, and to the extent required by law, sanctions or authorities. The retention is based on the risk reasonably expected. wallee reviews it monthly, releases amounts that are no longer required and prepares the final statement no later than 13 months after the end of the contract. If the terms under D1.1 provide for a shorter maximum retention period, they take precedence. Retained amounts constitute security provided by the Customer and bear no interest. Claims arising from chargebacks received after the final statement remain reserved.

D2.3 Transaction statements are deemed approved if the Customer does not object to them in writing within four weeks of their being made available. Errors that the Customer could not detect despite a reasonable review remain reserved.

D3 Platform and Acceptance from a Single Source

D3.1 The termination of payment acceptance via wallee entitles wallee to terminate the contracts for the Platform and Terminals as well, with effect from the same date or with immediate effect. wallee may, at its own discretion, grant the Customer a time limit to provide evidence of an acceptance contract with another Acquirer supported by wallee.

D4 walleeJoin

D4.1 If a merchant enters into a contract via a walleeJoin partner, the merchant is itself a Customer of wallee under these GTC. The walleeJoin partner is not a representative of wallee and cannot make any commitments on behalf of wallee.

D4.2 The merchant may grant the walleeJoin partner access to its Account; B3.4 applies. If the cooperation between wallee and the walleeJoin partner ends, the contracts between wallee and the merchant continue at the existing prices; A6 remains reserved. C4.7 remains reserved.

D4.3 The merchant authorises wallee to disclose to the walleeJoin partner the information required for the partner's remuneration, settlement and support, in particular company name and contact details, status of the Account, Terminals, transaction volume, Fees and statements. A7 does not preclude this. wallee does not disclose information about clarifications, reports to authorities or the reasons for suspensions and retentions; A13.4 takes precedence. wallee discloses personal data only to the extent necessary; the legal bases are the performance of the contract and the legitimate interest in settlement with the walleeJoin partner. wallee obliges the walleeJoin partner to use this information only for these purposes and to treat it as confidential.

D4.4 If the merchant is managed via a walleeJoin partner as a sub-account (join platform), the merchant, upon acceptance of its application, instructs wallee to grant the partner access to this sub-account. In doing so, the partner processes the data as the merchant's processor on the basis of an agreement between them. The merchant may revoke the instruction at any time. To the extent that wallee charges Fees of the sub-account to the walleeJoin partner under the contract with that partner, the merchant does not owe them to wallee.

D4.5 If the cooperation between wallee and the walleeJoin partner ends or the merchant revokes the instruction under D4.4, wallee transfers the sub-account to a separate Account of the merchant, provided that the merchant cooperates.

Annex 1 – Data Processing Agreement

1 Subject Matter and Roles

1.1 This Annex governs the processing of personal data by wallee on behalf of the Customer under Art. 9 FADP and, where applicable, Art. 28 GDPR. The Customer is the controller and wallee the processor.

1.2 The subject matter is the processing of personal data for the provision of the Services under these GTC, namely the receipt, transmission and storage of transaction data and the provision of reports and analyses to the Customer. The duration corresponds to the term of the contract; retention under A14.3 is carried out by wallee as controller under A8.3.

1.3 The data subjects are End Customers, employees and suppliers of the Customer. The data processed are identification and contact data, payment and transaction data, device and usage data such as IP addresses, and data for fraud prevention. wallee processes sensitive personal data only to the extent that the Customer enters such data into the Platform.

2 Instructions

2.1 wallee processes the data only on documented instructions from the Customer, including with regard to disclosures abroad. These instructions result from the contract and the Customer's settings in the portal. The Customer shall give further instructions in writing; they are deemed to be change requests and may be subject to a charge.

2.2 Processing that wallee is required to carry out by law or by an authority remains reserved. wallee carries out processing under the Scheme Rules as controller under A8.3. wallee informs the Customer thereof to the extent permitted.

2.3 If wallee considers an instruction to be unlawful, it informs the Customer and may suspend its execution until it is confirmed or amended.

2.4 The Customer instructs wallee to anonymise data processed on its behalf in accordance with A8.5.

3 wallee's Obligations

3.1 wallee obliges all persons who have access to the data to maintain confidentiality.

3.2 wallee takes the technical and organisational measures set out in Appendix A to this Annex. It may adapt them to the state of the art, provided that the level of protection is not reduced.

3.3 wallee supports the Customer with appropriate measures in responding to requests from data subjects, in data protection impact assessments and prior consultations (Art. 22 and 23 FADP; Art. 35 and 36 GDPR) and in notifications to authorities, to the extent that the Customer cannot retrieve the information itself in the portal. Significant effort is remunerated on a time and materials basis.

3.4 wallee notifies the Customer of a breach of data security affecting its data without delay after becoming aware of it, as a rule within 48 hours. The notification contains, to the extent known, the nature of the breach, the categories and approximate number of data subjects and data records concerned, the likely consequences, the measures taken and a contact point. wallee provides further information in stages.

3.5 If data subjects contact wallee directly, wallee refers them to the Customer.

4 Sub-processors

4.1 The Customer approves the engagement of the sub-processors that wallee publishes at wallee.com/subcontractor.html with their company name, service and countries of location. wallee imposes on them the same data protection obligations as in this Annex and is liable for them as for its own acts.

4.2 wallee announces the addition or replacement of a sub-processor to all Customers at least 14 days in advance by e-mail or in the portal and updates the list; if the sub-processor processes data outside Switzerland and the European Economic Area, the notice period is at least 30 days. The Customer may object in writing within this period on important grounds relating to data protection. If the parties do not find a solution, either party may terminate the Services concerned with effect from the date on which the change takes effect.

4.3 Acquirers, Card Schemes and other payment service providers to which wallee transmits data on the Customer's instructions are not sub-processors of wallee but separate controllers or processors of the Customer. The same applies to walleeJoin partners to which the Customer grants access under D4.4. Within the scope of Part D, wallee transmits data to the Acquirer as controller under A8.3.

5 Disclosure Abroad

5.1 wallee processes the data mainly in Switzerland and in the European Economic Area. Certain sub-processors have their registered office or their servers in other countries, in particular in the USA; the countries and the safeguard applicable in each case are stated in the list under section 4.1. Data are disclosed to countries without adequate data protection only if the requirements of Art. 16 and 17 FADP and, where applicable, Art. 44 et seq. GDPR are met, in particular on the basis of a certification of the recipient under the Swiss-U.S. or EU-U.S. Data Privacy Framework or on the basis of standard contractual clauses of the European Commission with the adaptations required for Switzerland and a documented risk assessment.

5.2 The Customer is responsible for transfers made on its instructions to Acquirers, payment method providers and other third parties in countries outside Switzerland and the European Economic Area. Section 4.3 sentence 3 applies to transfers within the scope of Part D.

6 Evidence and Audits

6.1 wallee provides the Customer with all information required to demonstrate compliance with this Annex, primarily current certificates and audit reports, in particular the PCI DSS attestation of compliance.

6.2 The Customer may request more extensive audits at most once per calendar year, with 30 days' advance notice, during business hours and by an auditor who is bound by confidentiality and is not a competitor of wallee, except in the event of a well-founded suspicion of a breach or by order of an authority. The Customer bears the costs, unless the audit establishes a material breach by wallee.

7 Return and Deletion

7.1 After the end of the contract, wallee deletes or anonymises the data in accordance with A14.3. The data are returned by being retrievable in the portal during the term of the contract; if termination with immediate effect or a suspension prevents retrieval, wallee makes the data available at the Customer's request within 30 days of the end of the contract, unless statutory obligations preclude this. If the Customer does not retrieve the data, deletion is deemed to have been chosen. Upon request, wallee confirms the deletion in writing, stating the data that it continues to retain under A14.3.

8 Liability

8.1 Liability is governed by section A11, unless mandatory law provides otherwise.

Appendix A – Technical and Organisational Measures

A.1 wallee takes in particular the following measures:

- physical access control to data centres in accordance with PCI DSS through certified data centre operators;
- system access control with personal accounts, strong passwords and two-factor authentication;
- data access control based on an authorisation concept, least privilege and logging with a defined retention period;

- encryption of all personal data in transit using current TLS versions and encryption of card data at rest; pseudonymisation where possible;
- separation of production, test and development environments and separation of clients (multi-tenancy);
- availability and resilience through redundant systems, daily encrypted backups with a geographically separate, immutable copy, an emergency plan and regular restoration tests;
- a process for detecting, handling and reporting security incidents;
- vulnerability management, penetration testing and system hardening in accordance with PCI DSS in its current version;
- review and monitoring of sub-processors before engagement and periodically;
- training of employees and their undertaking to maintain confidentiality;
- regular review of the effectiveness of the measures.

Annex 2 – Switching Providers for Customers in the European Union

1 Scope

1.1 This Annex applies only to Customers with their registered office or a branch in the European Union and only to the extent that Regulation (EU) 2023/2854 (EU Data Act) applies mandatorily to the Service concerned. It takes precedence over deviating provisions of these GTC; the EU Data Act governs this Annex irrespective of A18.3. Art. 31 EU Data Act remains reserved.

2 Switching, Export and Deletion

2.1 The Customer may, by giving two months' notice in writing, request switching to another provider, export to its own infrastructure or deletion of its exportable data. The contract for the Service concerned ends upon successful completion of the switch or, in the case of mere deletion, upon expiry of this notice period.

2.2 The transition period is no more than 30 days from the expiry of the notice period under section 2.1. If this is technically not feasible, wallee shall notify the Customer thereof, stating reasons, within 14 Business Days and shall set a transition period of no more than seven months. During the transition period, wallee continues to provide the Service, supports the switch appropriately and without undue delay, maintains the continuity of the Service, provides information on known risks to continuity and maintains a high level of security. The Customer may extend the transition period once before its expiry for an appropriate period determined by the Customer.

2.3 Exportable data are, exhaustively, the transaction, master and configuration data entered by the Customer or generated through its use, together with the associated metadata. wallee makes them available via the portal or API in a structured, commonly used and machine-readable format. Not exportable are data that serve the internal functioning of the Platform and whose disclosure would jeopardise business secrets or security, namely, exhaustively, risk and fraud models, scoring logic, key material and tokens. wallee transmits card data only to the extent that this Annex mandatorily requires it, and only in encrypted form to a recipient that demonstrates compliance with PCI DSS.

2.4 After the transition period, the Customer may retrieve its data for 30 days. Thereafter, wallee deletes all exportable data and confirms this, subject to the retention obligations under A14.3.

2.5 wallee supports the Customer's exit strategy with documentation and appropriate information. wallee does not owe any integration services with the new provider.

3 Fees

3.1 Until 11.01.2027, wallee may charge fees for switching and data export not exceeding the costs directly associated therewith. From 12.01.2027, wallee does not charge any fees for this. Ordinary Fees until the end of the contract and agreed compensation for early termination of fixed terms remain reserved, to the extent that they are proportionate. The amount of these Fees and compensation is stated in the Price List before the contract is concluded.

3.2 This Annex contains the information under Art. 26(a) EU Data Act on procedures, time limits, formats and restrictions. wallee publishes the register under Art. 26(b) with data structures, data formats and interfaces in the API documentation at app-wallee.com/doc/api/web-service. wallee publishes the information under Art. 28 EU Data Act on the jurisdiction to which the infrastructure is subject and on the measures against unlawful governmental access at wallee.com/legal.