

## **Welcome to qonqa solutions AG**

Thank you for choosing our qonqa Direct Debit Service. Our Service is subject to the following Standard Terms and Conditions. Please read them thoroughly. A copy of our Standard Terms and Conditions is available for you to download.

### **1. Scope of these Standard Terms and Conditions**

a. These Standard Terms and Conditions shall govern the use of our Direct Debit Service (hereinafter referred to as "Service"). Together with our Data Privacy Policy and all other terms to which we make reference here, the Standard Terms and Conditions shall govern the legal relationship between you and us. In order to use further services, you may have to accept additional terms and conditions. These shall be displayed if such services are requested or used. We recommend printing out or downloading a copy of these Standard Terms and Conditions for future reference. You will always find an updated version of the Standard Terms and Conditions on our website.

### **2. Service**

a. If a payment is made via direct debit, you authorise us to collect the amount from your specified bank account, so that your bank will be instructed to pay out the agreed amount.

b. You guarantee that the funds in the account specified by you suffice to collect the payment amount agreed within the framework of the use of our Service. Should we not be able to carry out the Direct Debit Service due to lack of funds in the account, we shall charge you with all expenses and fees incurred.

c. In the event of a chargeback which you did not personally order and are not responsible for, you authorise us to carry out a new direct debit at a later date, unless you have already settled the open amount by other means.

d. In the event of a failed direct debit, you authorise us to try again to collect via direct debit from your bank account the payment amount and the expenses and fees incurred, unless you have already settled the open amount by other means.

e. Payments made through direct debit procedures may be made subject to a routine security check. Should we, due to our internal risk assessment of a direct debit process, have reason to assume that increased risks are associated with such payments, we have the option of treating the payment order as invalid, and, should payment already have been effected, to revoke such payment.

### **3. Utilisation of our Service**

a. In order to be able to use our Service, you will provide us with your data via an interface. As part of the registration process, you will have to consent to the present Standard Terms and Conditions and to our Data Privacy Policy. By doing so, you declare that you are of full legal capacity and capable of contracting. Should you apply for further services, you may be required to accept further terms and conditions.

b. You may only use our Service if this is lawful in the country of your place of residence. By using our Service, you declare and guarantee that this does not constitute a violation of laws or provisions which apply to you. You are obligated to compensate us for any damage or loss incurred in connection with a breach of the provisions of this section caused by you.

c. The information provided by you during registration or at any time after that must be true and correct. We take any breach of this provision very seriously, and will take action against any attempts with fraudulent intent.

#### **4. Security of our Service**

a. You are obligated to take all reasonable measures in order to keep safe at all times all passwords, PINs, codes or similar security data, and to never disclose them to third parties. Our staff will never ask you to disclose such security data to us or to third parties. Please forward to us any notifications which you receive, or websites which you use, which ask for your security data, other than our own website or the website of a merchant. Should you be in doubt as to whether a website is genuine, please contact our customer services department. We recommend you regularly change your security data in order to prevent unauthorised access. We advise you to choose security data which cannot be easily guessed on the basis of information about you which a person may have or obtain, and to not choose security data which have a meaning. You must not grant others access to your security data and to our Service, or let them watch you while you are using our Service.

b. Should you have any indication or suspicion that your registration data, your security data or other security features may have been lost, stolen, misappropriated, used without authorisation or otherwise infringed upon, we recommend you immediately change your security data. You are obligated to inform us without undue delay should you detect a loss, theft, misappropriation or misuse of your registration data, security data or other security features. Any delay in notifying us may not only endanger the safety of your data, but may also lead to your liability for potential damage and losses. Should you have reason to assume that somebody may have had access to your data, you should also inform the police of such incident.

c. We are entitled to block our Service or otherwise restrict its functions if we have justified suspicions with regard to the safety of your registration data or security data or other security characteristics, or if we assume that our Service may have been used without authorisation or in a fraudulent manner. We will notify you in advance of such blocking or restrictions, and will inform you of the reasons of such blocking or restriction or, should this not be possible, without undue delay after the set-up of the blocking or restriction, provided that this does not violate applicable law or our reasonable security interests. We shall lift the blocking and/or restriction as soon as this is practically possible once the reasons for such blocking or restriction no longer apply.

d. You are obligated to use reasonable diligence in order to ensure that your e-mails are safe and that only you have access to them. Should one of the e-mail addresses which you specified in order to use our Service be endangered, we recommend that you contact our customer services department without undue delay, and also contact your e-mail provider.

e. Irrespective of whether you are using a public computer, a computer to which several persons have access, or your own computer or a mobile telephone in order to use our Service, you are obligated to always ensure that your registration data will not be saved permanently or temporarily, and will not be recorded otherwise. You should never use a feature which allows the saving of registration data or security data by the device used.

f. Further products or services which you may use may have additional security requirements; you are obligated to make yourself familiar with these requirements.

#### **5. Currency conversion**

a. We will always charge your bank account in Euros and will, if applicable, convert foreign currencies if this is necessary in order to carry out the transaction. If a transaction requires a currency conversion, such conversion will be carried out at an exchange rate which is based on the acquisition exchange rate fixed by the credit card company MasterCard. The exchange rate will be adjusted regularly in relation to market conditions, and will be applied directly without prior notification. The exchange rate does not include the additional currency conversion fee charged by us. This currency conversion fee will be charged in the form of a percentage-based surcharge of 0.25% on the transaction value converted into Euros at the acquisition exchange rate.

## **6. Prohibited transactions**

a. It is strictly prohibited to use our Service for payments for the following goods or services : tobacco products, prescription medicines, drugs and drug utensils, weapons (including, without limitation, knives, firearms, guns or ammunition), satellite and cable TV decoders, materials which incite violence, hate or racism, official identity cards and licences, including imitations and private identity cards with an official appearance, or any forged goods, non-licensed or illegal lotteries or illegal gaming services, unencrypted/incorrectly encrypted gaming or goods or services which infringe upon third-party intellectual property rights. We reserve the right to add further categories of prohibited transactions at our sole discretion.

b. It is strictly prohibited to effect payments to persons or legal entities offering non-licensed gaming services, in particular illegal sports bets, casino games or poker. We at all times have the right to refuse performance of our Service or to reverse effected payments if we are of the opinion that you have used our Service, directly or indirectly, for or in connection with unlawful sweepstake transactions. It is your obligation to ensure that you will not use our Service for transactions which are regarded as unlawful within your jurisdiction.

c. It is strictly prohibited to use our Service for any illegal purposes, including, without limitation, fraud and money laundering. We shall inform the competent law enforcement bodies of any suspicious activities.

d. It is your, not our, obligation to ensure that you only make payments to persons or entities for the sale or supply of goods and services provided or received in accordance with applicable laws and regulations. The mere fact that a person or company accepts payments via our Service does not constitute an indication as to the lawfulness of the supply or provision of such person's or company's goods and services. Should you be in doubt as to the lawfulness of a supply or purchase, you should not use our Service.

## **6. Your data**

a. Processing of your data is governed by our Data Privacy Policy, which you can find on our website. By accepting these Standard Terms and Conditions, you also accept our Data Privacy Policy. We recommend printing out and keeping a copy of the Data Privacy Policy together with a copy of these Standard Terms and Conditions.

## **7. Warranty and liability**

a. You may assert the statutory rights with respect to our Service. However, we exclude any expressed or implied warranties or representations going beyond this.

b. Our obligations under these Standard Terms and Conditions are restricted to the provision of our Service, and do not constitute a declaration with regard to, or in addition to, the quality, safety or lawfulness of the goods and services offered by a merchant. We have no influence on the products or services paid by using our Service. Furthermore, we do not warrant that a provider with whom you transact business will actually finalise a transaction, or is entitled to do so.

c. In the event of an unauthorised payment or a payment which was carried out incorrectly due to an error on our part, we shall, upon request, reimburse you for the payment amount including any fees deducted from such amount. The above shall not apply if the unauthorised payment was due to the fact that you failed to safeguard the personalised security features of our Service, or if you fail to inform us without undue delay after detecting a loss of your security data or other circumstances of which you have justified reason to assume that they may impair the safety of your use of our Service. In such cases, you will continue to be liable for all losses incurred, up to the time you provide us with such information.

d. Without restricting in any manner the previous provisions, you are requested to monitor the process of the transaction ordered via our Service and to inform the customer services department without undue delay in the event of questions or problems.

e. Notwithstanding the aforesaid, we shall not be liable for disruptions or impairments of intermediary services on which we rely in order to fulfil our obligations under this agreement, provided that such disruptions or impairments are caused by unusual and unforeseeable circumstances which are beyond our control or the control of the affected intermediary.

f. Furthermore, we cannot ensure uninterrupted, continuous and safe access to our Service under all circumstances. In particular, force majeure, riots, strikes, war and natural disasters or other events beyond our influence (such as measures by domestic or foreign governments, or the reliability and availability of data connections) may lead to disruptions and errors.

g. Furthermore, you hereby acknowledge that your access to our website may occasionally be restricted in order to allow repair and maintenance work, or the implementation of new features or services.

h. We shall only be liable to you for losses or damage caused directly or, applying reasonable discretion, foreseeably by a breach of the present agreement. We and the companies associated with us, our representatives and/or suppliers shall never be liable for loss of profits, loss of turnover and income, loss of business opportunities, loss of business value or company value or loss of expected savings, loss of, or damage to, data or indirect losses or consequential damage. Our liability for bad faith, intent and gross negligence, as well as for breaches causing death, bodily injuries or adverse health effects shall not be restricted by the above. The same shall apply with regard to intentional or negligent breaches of essential contractual obligations. Essential contractual obligations shall mean our obligations, the fulfilment of which is what allows the proper performance of our Service, and in the compliance with which you as the customer may usually trust. It shall, however, not cover disclosures, recommendations or information which we are not obligated by law to provide.

i. You agree to compensate, defend and indemnify and hold harmless, us and other companies affiliated with us, from and against any and all claims, demands, costs and expenses (including legal costs, fines and penalties) incurred due to an infringement or breach of these Standard Terms and Conditions or of applicable law by you or your representatives. This provision shall survive the termination or expiry of the contractual relations between us and you.

j. Should we not react to a violation of breach by you or a third party, this shall not constitute a waiver of our right to take measures in the event of subsequent or similar violations.

## **8. Changes to the Standard Terms and Conditions**

a. These Standard Terms and Conditions and any additional terms and conditions may be subject to change. Changes will be implemented by us after prior notification, in accordance with this section.

b. We shall inform you by e-mail, to the e-mail address provided by you, of any planned changes. In addition to this, the changed Standard Terms and Conditions shall be published on our website.

c. Planned changes will become effective two months after the date of the notification, unless you notify us prior to the implementation of such changes that you do not consent to such changes. Changes which make these Standard Terms and Conditions more favourable for you will come into effect immediately, provided that this is stated accordingly in the notification of such changes.

## **9. How we communicate**

a. We will usually contact you via e-mail. For this purpose, you will need to specify at least one valid e-mail address at all times. You are requested to regularly and frequently check the e-mail account for incoming messages. E-mails may contain links to more detailed communication on our website. Any messages and contact via e-mail from us which you receive on a business day after 5 p.m. shall be regarded as having been

received on the following business day. If messages are received prior to 5 p.m., they are considered to have been received on the same business day.

b. If applicable law requires us to provide you with information by means of a permanent medium, we shall either send you an e-mail (with or without attachments) or send you a notification with a reference to information on our website, so that you are able to file the information in print format or a different format which can be stored permanently for future reference. You are requested to store copies of all messages which we send you or make available to you.

c. In order to be able to view e-mails, you will need a computer with e-mail software which can show e-mails in the HTML format. We may furthermore send you attachments in the Adobe Systems Inc. Portable Document Format (PDF); you will need Adobe Acrobat Reader, which can be downloaded free of charge from [www.adobe.com](http://www.adobe.com), in order to be able to read such messages.

d. We will never send you e-mails with attached executable files or links to executable files. Should you receive an e-mail with an attachment like this, you should delete the message without clicking on the attachment or the link. If you are uncertain whether a message originates from us, please contact customer services.

e. We shall communicate with you in German or in English, and will accept all inquiries sent to us in German or in English. Documents or messages in other languages only constitute a concession on our part, and do not lead to an obligation for us to carry out any further communication in such other language.

f. Apart from e-mails, we may also contact you by letter or telephone. If you use mobile telephones, we may also communicate with you by text message. For all messages or notifications by post which you receive in Germany, the date of receipt shall be the date of the postmark plus 3 days. For international post, the date of receipt shall be the date of the postmark plus 5 days. Text message shall be deemed to have been received on the same business day.

## **10. Complaints**

a. Any complaints about us or the Service provided by us should first be directed to our customer services department. You should state clearly that you intend to file a complaint. This will help us to distinguish between a complaint and a mere inquiry. After receiving your complaint, we will send you a confirmation of receipt by post or e-mail at short notice. We endeavour to furnish you with an answer or solution to your complaint at short notice. Should this not be possible due to unforeseeable circumstances or lack of information, we shall inform you accordingly.

## **11. Miscellaneous**

a. Use of our Services and of these Standard Terms and Conditions shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany. Any disputes under these Standard Terms and Conditions, or disputes arising otherwise in connection with the use of our Service, shall exclusively be brought before the courts in Germany, provided that this complies with applicable EU laws.

b. Should a part of these contract terms be held to be invalid, unlawful or unenforceable by a court with jurisdiction, such part shall be severed from the remaining terms, which shall, to the extent permitted by law, continue to be valid and enforceable.

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Last updated: April 2013