

TERMS AND CONDITIONS FOR myVectron RATES FROM VECTRON SYSTEMS AG
IN SHORT: myVectron TERMS OR GTC

Effective as of: May 2026

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Preliminary remarks

Vectron Systems AG, Willy-Brandt-Weg 41, 48155 Münster (the “Provider”) is a leading European provider of POS systems and POS software and operates a comprehensive cloud-based Software-as-a-Service solution along with other web- and app-based services (collectively, “Contractual Services”).

The subject matter of these myVectron Terms and Conditions is the conclusion and use of the myVectron Contract between the Provider and the operator of a business (“Merchant”). A myVectron Contract is based on Contractual Services in the form of the selected modules, services, and rates. These may also include selected services from a bonVito module.

The description of the Contractual Services (“Service Description”) can be accessed in the “Legal Documents” <https://www.vectron-systems.com/de/myvectronlegal/> under “2. Service Description”.

1. CONTRACTING PARTIES

A prerequisite for concluding a contract is that the Merchant is engaged in commercial activity as an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) and, in the case of natural persons, has reached the age of 18 and has full legal capacity.

2. SCOPE OF THE MYVECTRON TERMS

- 2.1 These myVectron Terms and Conditions apply exclusively to the booking and use of the Contractual Services under the selected myVectron rate. The Provider does not recognize any conflicting, deviating, or supplementary Terms and Conditions of the Merchant, unless the Provider has expressly accepted them in writing in individual cases in lieu of these Terms and Conditions.
- 2.2 These Terms and Conditions also apply in the event that the Provider performs services under the Merchant Contract without reservation, despite being aware of the Merchant’s conflicting or deviating contractual terms.
- 2.3 In the contractual relationship with the Merchant, the Provider shall provide only the services described in these Terms and Conditions.
- 2.4 The Merchant may book the Contractual Services listed in the application form at the prices specified therein.
- 2.5 The Terms and Conditions, together with the service description, the application form, the price list contained therein, and the privacy policy (each available at <https://www.vectron-systems.com/de/myvectronlegal/>) are an integral part of the Merchant Contract and are deemed accepted by the Merchant upon conclusion of the Merchant Contract.

3. CONCLUSION OF THE CONTRACT

- 3.1 If the Merchant selects a myVectron Smart rate from the myVectron rates, the conclusion of the Merchant Contract is subject to the Merchant also entering into a so-called acquiring contract with Shift4 Limited (condition precedent). Further information on this can be found at https://www.vectron-systems.com/fileadmin/user_upload/2025-02-25_Preisliste__Smart_4_Pay.pdf.
- 3.2 In all other cases, the following applies: The Merchant may declare their intention to enter into the Merchant Contract by providing a physical or electronic signature (text form is sufficient) on the application form or electronically by clicking a confirmation button on the website within the myVectron customer portal.

3.3 Such a declaration constitutes an offer by the Merchant to enter into the Merchant Contract. The Merchant is bound to this offer for four weeks. The conclusion of the contract requires acceptance by the Provider. Unless otherwise agreed, acceptance is made through confirmation by the Provider in text form (e.g., email) or by implication by activating the Merchant's access to the customer portal, through which the Merchant can manage the Contractual Services they have booked as well as their sites, including employee authorizations and roles ("Customer Portal"), or—if the Merchant leases hardware from the Provider—by handing over the hardware to the Merchant, whichever occurs first. The Provider is under no obligation to accept the offer to conclude the Merchant Contract.

3.4 The Merchant shall immediately notify the Provider of any subsequent changes to their data or, where possible, make such changes themselves in the Customer Portal. With regard to all data entered by the Merchant, the Merchant warrants that such data is accurate and complete.

4. SUBJECT MATTER OF THE CONTRACT AND CONTRACTUAL SERVICES

4.1 The Provider shall grant the Merchant access to the respective Contractual Services booked by the Merchant for the duration of the respective contract.

4.2 The use of additional services offered by the Provider is possible at any time and requires the conclusion of a separate contract. Unless otherwise agreed, the Provider's current price list applies to these services. These additional services are also Contractual Services within the meaning of these Terms and Conditions.

4.3 The following conditions must be met for the Merchant to use the Contractual Services:

- The Merchant has a POS system compatible with the respective Contractual Services, which can be obtained, for example, through rental pursuant to Section 6 or through leasing or purchase of a POS system from the relevant partner.

- The POS system has the software required for each individual contractual service installed, which must be up-to-date and compatible with the POS systems.

- Mandatory updates are installed no later than 12 months after their release, with security-related mandatory updates requiring immediate installation.

- The POS system is configured and programmed in accordance with the requirements of the Contractual Services. The relevant hardware and software requirements can be found here: https://service.vectron.de/vectron-documentation/techdoc/Hardware/POS_systems/-Stationary_Vectron_POS_systems/VPublish-Eng.php?lang=de.

4.4 If these requirements are not met, the Provider is entitled, after an unsuccessful reminder with a reasonable deadline for remedying the issue, to temporarily suspend the affected Contractual Services.

4.5 The Provider may engage subcontractors to provide the Contractual Services. The Provider is entitled to disclose the Merchant's documents, information, and data to the subcontractor(s) for the purpose of service provision and contract fulfillment—to the extent necessary. In this regard, please refer to the applicable privacy policy.

5. SAAS SERVICES

- 5.1 The description of the SaaS services as part of the Contractual Services is set out in the service description. To the extent provided for in the service description, the Merchant shall receive the access information required for use (e.g., user IDs, API keys) as well as instructions for setup.
- 5.2 Upon provision, the Provider grants the Merchant the non-exclusive, non-transferable, and non-sublicensable right to use the SaaS services within the Merchant's company during the term of the contract. No further rights are granted. Statutory mandatory rights (e.g., Sections 69d, 69e of the German Copyright Act (UrhG)) remain unaffected.
- 5.3 The Provider shall provide the SaaS services in accordance with the state of the art and in line with the service description. Installation, configuration, customization, migration, and training are not included, unless expressly agreed upon. The Merchant is responsible for the migration of data from third-party systems.
- 5.4 The Provider guarantees annual availability of the SaaS services of 98%, calculated on a calendar-year basis. Excluded from this availability calculation are scheduled maintenance windows, necessary maintenance work, incidents beyond the Provider's control (e.g., public network outages, force majeure), and disruptions attributable to the Merchant's infrastructure. Maintenance work will be carried out outside of normal business hours whenever possible.
- 5.5 The Provider is entitled to make the use of certain functions contingent upon the Merchant's complete and accurate provision of the necessary information.
- 5.6 The Provider shall provide maintenance and support services for the SaaS services in accordance with the state of the art. The Provider is not obligated to provide bug fixes, updates, upgrades, or new versions (collectively: "Updates"), unless this is strictly necessary to remedy defects or has been expressly agreed upon otherwise. To the extent that a software update is absolutely necessary for the continued use of individual or all contracted services ("Mandatory Update"), the Provider shall also make this Mandatory Update available free of charge. The Merchant is obligated to have mandatory updates installed immediately. If mandatory updates are not installed, or if necessary updates are prevented or delayed for reasons attributable to the Merchant, the Provider may restrict or suspend the provision of services until proper installation has taken place and is thereby released from their obligation to perform; this also applies in the case of updates to POS software pursuant to Section 7 (POS Software), to the extent that these are necessary for the operation of the SaaS services. Any additional costs for subsequent updates, in particular for additional manual work, shall be borne by the Merchant. In the event of malfunctions, the Provider may, to the extent necessary, intervene via remote access to assist in restoring systems to operation.
- 5.7 To the extent that hardware rental and SaaS services are offered as a bundle, the agreed remuneration may be apportioned accordingly. The Merchant's rights arising from defects in the hardware do not affect the obligation to pay for SaaS services provided in accordance with the contract, and vice versa. The right of retention exists only with respect to directly related partial services.

6. HARDWARE RENTAL

- 6.1 For the duration of the contract term, the Merchant may rent the hardware listed in the price list and ordered by the Merchant in accordance with the following provisions: Hardware includes the items made available during the rental period, including POS software,

accessories, swap and spare devices, as well as hardware provided or replaced in the context of maintenance, repair, and other modification or expansion measures. To the extent that software is installed on the hardware or the Merchant wishes to use additional software to operate the hardware (collectively: "POS Software"), the Merchant acquires rights of use thereto in accordance with Section 7, POS Software.

- 6.2 The Provider leases to the Merchant the hardware specified in the service description and selected by the Merchant for temporary use under the terms of the contract. The hardware is provided exclusively for use in conjunction with the contractual SaaS services. This constitutes a temporary transfer of use; there is no transfer of ownership. The hardware is provided by shipment or, if agreed, by on-site delivery and installation. Delivery and provision dates are non-binding estimates unless they are expressly confirmed as binding. The Provider is entitled to make partial deliveries, provided this is reasonable for the Merchant. Any installation, setup, or training services are only owed if expressly agreed upon.
- 6.3 The Provider is not responsible for installing software on the Merchant's systems; the Merchant is solely responsible for this. The Merchant will engage one of the Provider's authorized partners to install and configure the Provider's software and hardware.
- 6.4 The Merchant bears sole responsibility for migrating data from another system.
- 6.5 The risk of accidental loss and accidental deterioration of the hardware passes to the Merchant upon handover to the transport company; in the case of on-site delivery, upon handover to the Merchant.
- 6.6 The Merchant is obligated to inspect the hardware provided immediately upon handover, and no later than 14 calendar days after handover, for obvious defects, correct identity, completeness, visible damage, basic functionality, as well as obvious compatibility and installation issues in the intended operating environment.
- 6.7 Obvious defects and defects detectable within the scope of the inspection required under this section must be reported in writing within the period specified in the preceding paragraph. If the complaint is not made in a timely manner, the affected hardware shall be deemed approved with respect to these defects; claims for defects (in particular, price reduction, damages in lieu of performance, and reimbursement of expenses) arising from these defects are excluded. This does not affect claims in cases of fraudulent misrepresentation or a warranty from the Provider.
- 6.8 Defects that were not apparent at the time of delivery, as well as defects that arise or occur only during the rental period, must be reported to the Provider in writing immediately upon discovery. If such notification is not provided immediately, the Merchant is obligated under Section 536c(2) of the BGB to compensate for the resulting damage. Furthermore, a reduction in rent is excluded for periods during which we were unable to remedy the situation due to the failure to notify or the delayed notification. Further warranty rights remain unaffected once the notification is provided.
- 6.9 In the case of swap or spare deliveries, major maintenance measures, hardware modifications, as well as POS software updates or other changes affecting basic functionality, the Merchant is obligated to re-test the affected devices or functions in accordance with Section 6.7 after they have been provided and to report any detectable defects in writing within 14 calendar days. Section 6.8 applies accordingly to the legal consequences specified therein, limited to the affected swap/modification delivery.
- 6.10 Complaints and defect notifications must be submitted in writing to contract@vectron.de and must include at least the following: affected devices (type/serial number), time and myVectron Terms and Conditions, effective as of May 2026EN-GTC MyVectron_May_2026

circumstances of discovery, a specific description of the error including observed symptoms, affected version/software status (if applicable), and any impact on operations. At our request, the Merchant must cooperate to a reasonable extent in identifying and reproducing the defect.

- 6.11 Mandatory claims and rights of the Merchant remain unaffected, in particular in cases of fraud, intent, or gross negligence, in cases of injury to life, limb, or health, under the German Product Liability Act, and in the event of a warranty assumed by the Provider.
- 6.12 The exclusions and limitations set out in this Section 6 apply exclusively to the defect that was not reported within the prescribed time limit and only to the specific delivery, swap, or modification service affected. They do not constitute either a general shortening of the statute of limitations or a blanket disclaimer of liability outside the scope of application set out here.
- 6.13 Agreed service levels, availability commitments, and related credits shall continue to apply regardless of the foregoing provisions, unless the non-performance is attributable to a delayed or omitted notice of defect.
- 6.14 Upon termination of the contract, the Merchant must return the hardware, complete, in working order, cleaned, and in standard shipping packaging, to the address designated by the Provider within ten (10) business days. The Merchant shall bear the return shipping costs unless otherwise agreed. If the hardware is not returned, the Provider is entitled to demand the contractual rental fee as compensation for use for the duration of the withholding; further rights remain unaffected.
- 6.15 The hardware is the property of the Provider or its suppliers. Labels, ownership notices, and intellectual property notices may not be removed, altered, or obscured. The Merchant must keep the hardware free of third-party rights and may not grant any rights to third parties. Subleasing, pledging, or transfer of ownership by way of security is prohibited.
- 6.16 The Merchant shall use the hardware in accordance with its intended purpose, exclusively for its own business purposes, and in compliance with the attached technical specifications, manufacturer's instructions, and safety regulations. The Merchant must take all reasonable measures to prevent damage, tampering, unauthorized access, and loss. In particular, the Merchant shall refrain from:
 - a) modifications, disassembly, or repairs without the prior consent of the Provider;
 - b) the use of unauthorized accessories or consumables;
 - c) interfering with the POS software, circumventing technical safeguards, or installing unauthorized software.

In the event of breaches, the Merchant shall bear the resulting additional costs, damages, and risks.

- 6.17 During the rental period, the Provider shall be responsible for the maintenance of the hardware within the scope of the agreed service levels. The Provider is entitled, at its sole discretion, to replace devices or components with equivalent or higher-quality models, provided that the functionality required by the contract is maintained or improved as a result. Wear parts and consumables are only covered by the rental to the extent that this is expressly agreed.
- 6.18 The Merchant bears the risk of loss and damage to the hardware from the transfer of risk until its return. The Merchant must immediately notify the Provider of any loss or damage. In the event of total damage, misplacement, or an irreparable defect for which the Merchant

is responsible, the Provider is entitled to demand the current market value of the hardware or the contractually agreed flat rate; the provision of replacement hardware is subject to availability.

- 6.19 The Merchant must insure the hardware to a reasonable extent against standard risks (in particular theft, fire, and water damage).
- 6.20 The Merchant is responsible for providing a suitable operating environment, power supply, network connections, internet access, and other infrastructural requirements in accordance with the technical specifications. The Merchant shall grant the Provider access to the installation sites as needed to perform maintenance and repair services and shall make suitable personnel available for necessary coordination.
- 6.21 The Provider is entitled, upon reasonable notice and during normal business hours, to inspect the hardware at the installation site or to have it inspected by third parties, to the extent necessary to verify its proper condition, intended use, or to perform maintenance services.
- 6.22 Prior to return at the end of the contract, the Merchant must remove all of their own data, configurations, and information from the hardware and restore it to its original delivery condition, to the extent reasonably possible. The Provider is entitled to delete any remaining data after return without further notice. Upon request, the Provider may assist the Merchant with data deletion in compliance with data protection regulations; this is subject to a separate fee. If the hardware is not returned by the due date, the Provider may, after prior notice, arrange for pickup at the Merchant's expense.
- 6.23 To the extent that hardware and SaaS services are offered as a bundle, the agreed-upon remuneration may be apportioned accordingly. The Merchant's rights regarding defects in the hardware do not affect the obligation to pay for SaaS services provided in accordance with the contract, and vice versa. The right of retention exists only with respect to directly related partial services.

7. POS SOFTWARE

- 7.1 The POS software is provided to the Merchant as part of the hardware rental (Section 6) together with the hardware. If the Merchant purchases the hardware from a partner, they may also receive it directly via the same partner. The granting of rights of use to the POS software also requires, in this case, the Merchant's acceptance of these Terms and Conditions.
- 7.2 The Merchant is provided with the access information required to use the POS software (in particular, license keys and login credentials). In addition, the Merchant receives usage instructions from the Provider, which are available on the Provider's website.
- 7.3 Upon provision of the hardware, the Provider grants the Merchant a non-exclusive, non-sublicensable, non-transferable right to use the POS software for the Contractual Services, limited to the term of the contract.
- 7.4 The Merchant may purchase additional POS software licenses and other POS software services at any time.
- 7.5 The myVectron rate does not include the setup and installation of the POS software; the Merchant is solely responsible for this. The Merchant may commission one of the Provider's partners to install and set up the software and hardware. The Merchant is also responsible for migrating data from another system.

- 7.6 The Provider shall provide state-of-the-art maintenance and support services for the POS software. The Provider is not obligated to provide bug fixes, updates, upgrades, or new versions (collectively, "Updates") unless this is strictly necessary to remedy defects or has been expressly agreed upon otherwise.
- 7.7 If a software update is absolutely necessary for the continued use of individual or all contracted services (mandatory update), the Provider shall make this update available free of charge. The Merchant is obligated to have mandatory updates installed immediately. The installation of the mandatory update is carried out by the responsible authorized partner or a service Provider otherwise designated by the Provider for this purpose and is subject to a fee. The corresponding costs must be inquired about via the respective partner or service Provider.
- 7.8 Updates that are not strictly necessary for the continued use of the Contractual Services booked by the Merchant are subject to a fee.
- 7.9 If mandatory updates are not installed immediately for reasons attributable to the Merchant, the Provider may restrict or suspend service provision until proper installation has taken place and is thereby released from the obligation to provide services. The Provider notes that rectifying defects requires the immediate and complete installation of mandatory updates. Any additional costs for subsequent updates, in particular for additional manual work, shall be borne by the Merchant. The Merchant may view a maintenance and compatibility overview from their authorized partner. The Merchant shall ensure throughout the entire term of the contract that they use only compatible versions of the hardware and software in use in accordance with the maintenance and compatibility overview.
- 7.10 The Merchant shall independently verify and assess the effects of installing an update on any custom software that may be installed. In the event of malfunctions, the Provider may, if necessary, intervene via remote access to assist in restoring systems to operation.
- 7.11 The Merchant is obligated to have the respective mandatory updates installed immediately. Failure to do so may result in the Provider being able to provide the Contractual Services only to a limited extent or no longer at all, and the Provider shall be released from the obligation to perform.
- 7.12 To the extent the Provider has reserved this right, they may perform updates automatically (remotely). The Merchant shall inform the Provider of the times at which such updates can be performed on a regular basis. If an update is not possible for reasons attributable to the Merchant, the Merchant shall bear any additional costs for updating the POS software, e.g., due to additional manual work that becomes necessary. If the installation is omitted or delayed as a result, Section 7.11 shall apply accordingly.

8. REMUNERATION

- 8.1 The remuneration to be paid by the Merchant for the Contractual Services is determined—subject to any other agreement between the parties—by the Provider's currently valid price list. All prices stated in the Provider's price list are net prices and are subject to any applicable statutory value-added tax.
- 8.2 Unless otherwise provided for in these Terms and Conditions for individual services, the remuneration for the Contractual Services is payable monthly at the beginning of the respective calendar month. If the contract begins or ends during the current calendar month, the usage fee is payable on a pro rata basis (pro rata temporis).

- 8.3 This remuneration does not include any setup costs for hardware or software that may arise. In case of doubt, these will be calculated separately by the partner supplying the hardware and invoiced separately to the Merchant.
- 8.4 Payment by the Merchant is made via direct debit from the Merchant's account based on a corresponding SEPA Direct Debit mandate. If the Merchant revokes the SEPA mandate or does not provide one, payment must be made by bank transfer. In this case, the Merchant will be charged an additional fee of 15.00 euros per invoice to cover the extra manual work. Unless otherwise agreed, the invoice amount is due immediately upon receipt without deduction when paying by invoice. Any fees for returned direct debits or similar charges resulting from the inability to debit the payment will be passed on to the Merchant by the Provider.
- 8.5 If the Merchant defaults on payments, a default interest of 8% p.a. above the respective base interest rate pursuant to Section 247 of the BGB will be charged.
- 8.6 The Provider is entitled to temporarily suspend the provision of services should the Merchant be in default. A suspension of service within the meaning of this clause means that the Merchant can still access their Merchant account, but the individual, contracted services (such as reporting) will no longer be updated. The Merchant agrees that invoicing shall be carried out exclusively electronically. The Provider may choose to make the invoice available to the Merchant via email, as a PDF document, or via the customer portal.
- 8.7 The Provider is entitled to adjust the contractually agreed prices for the Contractual Services once a year in line with changes in personnel costs in the IT sector. The price adjustment serves exclusively to pass on actual cost increases and not to increase the profit margin.
- 8.7.1 The basis for the price adjustment is the "Index of Average Gross Monthly Earnings of Full-Time Employees in Germany for the Economic Sector of Information Technology Services" (WZ 2008, Code J 62.0), published by the Federal Statistical Office of Germany in Series 16, Section 2.4.
- 8.7.2 The price adjustment is calculated using the following formula:
- $$\text{New Price} = \text{Previous Price} \times (\text{Current Index Level} \div \text{Base Index Level})$$
- The base index level is the index level last published at the time the contract was concluded. The current index level is the index level last published at the time of the adjustment declaration.
- 8.7.3 A price adjustment is permitted no more than once per calendar year. It shall be announced to the Merchant in writing or in text form with a notice period of at least two months to the end of the month. The notice must include the previous price, the new price, the base index level, the current index level, and the percentage adjustment amount.
- 8.7.4 If the relevant index is no longer published, the index published by the Federal Statistical Office of Germany that most closely reflects the development of average gross monthly earnings in the aforementioned economic sector shall be decisive. The Provider shall inform the Merchant of such a change in the relevant index in a timely manner.
- 8.7.5 Price reductions resulting from a decrease in the relevant index must be passed on by the Provider immediately and to the same extent. The Merchant shall assert such price reductions by written or textual notice to the Provider.

- 8.7.6 If the price increases by more than 5% compared to the previous price, the Merchant is entitled to terminate the contract with one month's notice to the end of the month. This special right of termination must be exercised within four weeks of receiving the price adjustment notice. The Provider shall expressly refer to this right of termination in the notice.
- 8.7.7 The price adjustment is contingent upon the relevant index having increased by at least 2% since the conclusion of the contract or since the last price adjustment. Smaller changes in the index do not result in a price adjustment but will be taken into account in the next adjustment.
- 8.7.8. At the Merchant's request, the Provider is obligated to verify the basis for the price adjustment by submitting the relevant index publications.

9. PROVIDER OBLIGATIONS

- 9.1 The Provider is obligated to perform the services owed in accordance with the contract and in compliance with the relevant service descriptions. The Provider shall perform the services in accordance with the state of the art.
- 9.2 Upon conclusion of the contract, the Provider shall activate the Merchant's access to the Customer Portal.
- 9.3 The Provider hereby informs the Merchant that restrictions or impairments to the Contractual Services may arise, in whole or in part, that are beyond the Provider's control. This includes, in particular, actions by third parties not acting on behalf of the Provider, technical conditions beyond the Provider's control, and force majeure. The hardware, software, and technical infrastructure used by the Merchant that does not originate from the Provider may also affect the Provider's services. To the extent that such circumstances affect the availability or functionality of the service provided by the Provider, this shall not affect the contractual compliance of the service provided.
- 9.4 The Provider reserves the right to make the use of certain functions contingent upon the Merchant's complete and accurate provision of the required information.

10. DATA ACT

- 10.1 Upon request, the Provider shall make the readily available "product data" and "related service data" within the meaning of Regulation (EU) 2023/2854 (Data Regulation), including necessary metadata, available to the Merchant immediately, continuously, in real time, and free of charge in a standard format in the form of the "E-Journal." Further details regarding the right to data can be found in the service description for this service.
- 10.2 The Provider processes the Merchant's usage data and data derived from it in order to transmit it to third parties both for the provision of services under this contract and for the provision of services for other purposes ("Industry Partners"), provided the Merchant has expressly consented to this.

11. MERCHANT OBLIGATIONS

- 11.1. The Merchant is authorized to use the Contractual Services provided by the Provider solely for its own business and, in particular, may not allow third parties to use them. The Provider reserves the right to claim damages in the event that the Merchant negligently permits unauthorized third parties to use the Contractual Services. In the event of unauthorized

transfer of use to third parties, the Merchant shall, upon request, immediately provide the Provider with all information necessary to assert claims against the third party.

- 11.2. The Merchant shall provide the Provider with reasonable assistance in the performance of the Contractual Services. The Provider is entitled to reimbursement from the Merchant for any additional costs incurred should such costs result from the Merchant's failure to perform, or the untimely, incomplete, or improper performance of, their existing obligations under this agreement.
- 11.3. The Merchant is solely responsible for ensuring that the necessary telecommunications equipment and POS systems for connecting to the Vectron Cloud, as well as the other technical requirements for using the Contractual Services, are in place. The relevant information can be obtained from the Provider's authorized partner. The Merchant bears sole responsibility for the functionality of its telecommunications equipment and technical devices, as well as the installed software, unless such software originates from the Provider.
- 11.4. The Merchant shall ensure that adequate and state-of-the-art measures are in place within its area of responsibility and organization and, in the interest of data and information security, shall in particular ensure regular data backups and, with regard to its connection to the Contractual Services, take the necessary security-related precautions.
- 11.5. The Merchant is obligated to keep the identifier assigned to them for access to the Contractual Services confidential, to protect it from access by third parties, and not to disclose it to unauthorized third parties. In the event of loss or unauthorized third-party access to login credentials, the Merchant is responsible for all actions taken using their login credentials. In such a case, the Merchant shall immediately notify the Provider in writing so that the Provider may, if necessary, arrange for access to be blocked.
- 11.6. The Merchant shall not use the Contractual Services unlawfully or abusively, nor allow them to be used in such a manner, in particular not for the conduct of business that breaches legal provisions.
- 11.7. The Merchant shall indemnify the Provider against all actual and alleged claims by third parties, including the costs of legal prosecution and enforcement, arising from the Merchant's acts or omissions, in particular claims arising from an unlawful or abusive use of the Contractual Services, non-compliance with applicable regulations, or a culpable breach of third-party rights by the Merchant or with the Merchant's approval. The Merchant must immediately inform the Provider should such a breach be imminent or have already occurred.
- 11.8. If the rate selected by the Merchant includes a minimum revenue requirement, the details thereof are set out in the current price list. The minimum revenue amount becomes due if the remuneration payable for the Merchant's paid use of the Contractual Services selected by the Merchant does not reach the specified minimum amount.
- 11.9. The Merchant shall comply with all applicable export, re-export, and sanctions regulations. The Merchant shall not transport hardware or other Contractual Services to countries subject to such restrictions, nor allow such services to be used by persons subject to such

restrictions. The Provider may suspend the fulfillment of its contractual obligations to the extent and for as long as the Merchant fails to fulfill these obligations.

12. BREACH OF MERCHANT OBLIGATIONS; SUSPENSION

- 12.1 The Provider may suspend the Merchant's access to the Contractual Services in whole or in part at any time and without prior notice, or terminate the Merchant's user account, if (i) the Merchant seriously or repeatedly breaches its contractual obligations, (ii) there is a risk of damage to or impairment of the Provider's systems, data, or services, or the systems or data of another Merchant or other customers of the Provider, or a risk of harm to the general public, or (iii) circumstances exist that entitle the Provider to terminate the contract without notice.
- 12.2 If the suspension is based on a breach of contract by the Merchant, access will only be restored once the breach has been remedied. The Provider is not obligated to restore access if this is unreasonable for the Provider, for example, if the reason for the suspension simultaneously entitles the Provider to terminate the contract without notice and the Provider has terminated the contract for this reason.
- 12.3 A suspension or cancelation based on a breach of contract by the Merchant does not entitle the Merchant to suspend payments or assert claims for damages against the Provider.

13. WARRANTY

- 13.1 The Provider provides a warranty for Contractual Services only to the extent that the law mandates a warranty obligation for such services, such as in the case of rental (specifically regarding hardware rental and SaaS services). The warranty is then provided in accordance with the following provisions:
- 13.2 The Merchant is obligated to report any defects that arise (e.g., functional failures, malfunctions, or impairments of the service) to the Provider immediately and as precisely as possible in writing to the authorized partner. Before making such a report, it is recommended to check the service status at <https://status.vectron.cloud/>. For hardware rentals, the provisions of Sections 6.6–6.8 et seq. of this Section 13.2 shall apply.
- 13.3 Furthermore, the Merchant shall provide the Provider with appropriate support in analyzing and rectifying defects and shall immediately grant access to documents that may offer further details regarding the occurrence of the defect. The Merchant shall bear any additional costs resulting from incorrect or incomplete information provided by the Merchant or from delays in the analysis or rectification of defects for which the Merchant is responsible.
- 13.4 If the Merchant wrongfully claims the existence of a defect for reasons not attributable to the Provider, the latter shall be entitled to compensation from the Merchant for the expenses incurred for the diagnosis of the defect and any rectification thereof.
- 13.5 Claims for defects are excluded if the Merchant, either on their own or through third parties without prior authorization from the Provider, uses functionalities of the Contractual Services in a manner other than intended or in an operating environment other than the intended one; if they use third-party software in connection with the use of the Contractual Services (in particular "script integrations"); in the event of non-compliance with application instructions; or the use of incorrect or missing processing data. This does not apply if the Merchant proves that any defects that arise are unrelated to such circumstances. If error

analysis is significantly impeded by such circumstances, the Merchant shall bear any resulting additional costs.

- 13.6 In the case of defects for which the Provider is responsible, the statutory provisions shall apply in principle. With regard to SaaS services and hardware rental, the following shall also apply: Sections 536b and 536c of the BGB apply with respect to Contractual Services. The application of Section 536a(1) of the BGB is excluded to the extent that the provision provides for strict liability. The application of Section 536a(2) of the BGB is also excluded.
- 13.7 The Provider will remedy any reported defects within a reasonable period of time, at their own discretion, by repair, swap, or delivery of equivalent replacement hardware. The Merchant's rights in the event of defects are limited to subsequent performance during the rental period; any further rights arise exclusively from the liability provisions in these Terms and Conditions. In the event of an insignificant reduction in the value and/or suitability of the Contractual Services, the Merchant has no claims for liability for defects.
- 13.8 With regard to software, the Provider is obligated to provide mandatory updates to the extent that this is absolutely necessary to remedy defects or is otherwise agreed upon in writing in these Terms and Conditions or the Merchant Contract.
- 13.9 Should a hardware error occur in the course of an update (e.g., system crash, failure of the startup process, etc.), the Provider may access the POS system via remote maintenance to restore it to operation.
- 13.10 If the Provider fails to remedy the defect at least three times, the Merchant is entitled to terminate the affected partial service for cause. A failure to remedy the defect is also given if it is impossible for the Provider to remedy the defect, if the Provider refuses to remedy the defect, or if the Provider's remedy of the defect is unreasonable for the Merchant for other reasons.
- 13.11 In the event of a change to the scope of delivery after the conclusion of the contract at the Merchant's request, as well as in the event of the introduction of special taxes applicable to the goods, both contracting parties are entitled to demand an adjustment of the remuneration corresponding to the change.

14. LIABILITY

- 14.1 The Provider shall be liable to the Merchant for damages or reimbursement of needless expenses in all cases of contractual and non-contractual liability arising from intent or gross negligence in accordance with statutory provisions.
- 14.2 In all other cases, the Provider shall be liable only for a breach of a contractual obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the Merchant may reasonably rely (so-called "cardinal obligation"), and such liability shall be limited to compensation for typically foreseeable damages. In all other cases, the Provider's liability is excluded.
- 14.3 The Provider's liability for damages resulting from injury to life, limb, or health, under the German Product Liability Act, and to the extent of any warranty assumed by the Provider remains unaffected by the foregoing limitations of liability and exclusions.
- 14.4 The Provider's liability for damages incurred by the Merchant resulting from data loss is excluded to the extent that the damage is attributable to the Merchant's failure to perform data backups (regarding the data on the hardware) within their area of responsibility on a

regular and proper basis, thereby ensuring that lost data can be restored with reasonable effort.

- 14.5 Claims for damages shall become time-barred within one (1) year of the Merchant's knowledge or grossly negligent ignorance of the circumstances giving rise to the claim, but no later than one (1) year after the end of the year in which the claim arose. This does not apply in cases of intent, gross negligence, damages resulting from injury to life, limb, or health, or claims under the German Product Liability Act.
- 14.6 To the extent that the Provider's liability is excluded or limited, this also applies to the personal liability of the Provider's legal representatives and organs, their employees, and their vicarious agents.

15. OWNERSHIP

- 15.1 The Merchant may not sell, pledge, give away, rent, or lend the leased hardware, including the POS software, or the rights of use thereto, nor may the Merchant transfer ownership thereof as security.
- 15.2 The Merchant must ensure that the leased hardware is free from any third-party claims. The Provider must be notified immediately by the Merchant of any third-party claims regarding the leased hardware, as well as any theft, damage, or loss. The Merchant shall bear the costs of measures taken to prevent third-party access that were not caused by the Provider and have not been paid for by third parties.
- 15.3 Subsequent modifications, additional installations, programming, or other changes to the leased hardware are permitted only if the Provider has given prior written consent. If the Merchant has independently made subsequent modifications, additional installations, programming, or other changes to the hardware and/or POS software, fiscal compliance in particular cannot be guaranteed.
- 15.4 The Merchant is obligated, at the Provider's request, to restore the hardware—including the POS software—to its original condition at the end of the contract at the Merchant's own expense, unless the Provider has waived this requirement or the original condition can only be restored at disproportionately high cost. The Merchant is entitled to remove any installations made by them at the end of the contract, provided that the original condition is restored. Modifications and installations do not entitle the Merchant to claim compensation from the Provider.
- 15.5 The Merchant shall bear all expenses associated with the operation of the hardware, in particular taxes, insurance premiums, maintenance, and repair costs. If maintenance work is due at the end of the contract term in accordance with the manufacturer's operating instructions, the Merchant shall bear the costs thereof. If the Provider makes payments on behalf of the Merchant that are not required to be made by the Provider pursuant to a special agreement, the Provider may seek recourse against the Merchant.
- 15.6 The Merchant must ensure that the provided hardware is handled in accordance with the manufacturer's operating instructions. The leased hardware must be treated with care within the scope of the contractual purpose and kept in a condition that complies with operational and tax regulations at all times.

16. PRIVACY

- 16.1 The parties shall enter into a data processing agreement for the processing of personal data. The Merchant is also responsible for complying with their privacy obligations in connection with the use thereof and must implement appropriate technical and organizational measures.
- 16.2 The Provider is entitled to collect and evaluate operational, status, and telemetry data of the hardware in anonymized or aggregated form to ensure security, availability, and performance, as well as to further develop products.

17. TERM

- 17.1 The minimum contract term is 24 months from the date the contract is concluded. Upon expiration, the contract term is automatically extended for additional 12-month periods, unless this contractual relationship has been terminated in writing by either party at the end of the respective contract term with three months' notice.
- 17.2 If additional modules are added during the term of the contract, this shall apply, depending on the selected rate, for the respective term of the contract. In such cases, payment shall be made on a pro-rata basis.

18. EXTRAORDINARY TERMINATION FOR CAUSE

- 18.1 Either party may terminate the Contractual Services for good cause without notice. In particular, good cause exists for the Provider if the Merchant is in default of payments totaling at least two monthly installments despite a reminder, if the Merchant modifies the Contractual Services without authorization, uses them in breach of contract, or significantly jeopardizes them, or if insolvency proceedings are opened against the Merchant's assets or if the opening of such proceedings is rejected due to lack of assets.
- 18.2 In the event of termination, the Merchant must immediately cease using the Contractual Services, return any items provided without delay, and delete any software provided without delay. For hardware, Section 6.22 applies additionally.
- 18.3 If the Provider terminates the contractual relationship without notice for any of the foregoing reasons, the Provider may seek compensation from the Merchant for the damages incurred by the Provider as a result of the premature termination of the contract.

19. FORCE MAJEURE

- 19.1 The Provider is released from an obligation to perform if the non-performance is attributable to circumstances of force majeure or other unforeseeable circumstances for which the Provider is not responsible (e.g., pandemics, war, strikes, natural disasters, water damage, internet system failures, or sabotage by malware).
- 19.2 The exemption from the obligation to perform applies for the duration of the impediment plus a reasonable restart period thereafter. If the impediment lasts longer than two months, both parties are entitled to terminate the contract with respect to the affected service after

a reasonable grace period has expired. In such cases, there are no claims for damages or reimbursement of expenses against the Provider.

- 19.3. The Provider shall inform the Merchant immediately upon becoming aware of the occurrence of a force majeure event or other circumstances mentioned in Section 19.1.

20. AMENDMENTS TO THE MYVECTRON TERMS AND CONDITIONS

20.1 Deemed Consent

The Provider may amend these Terms and Conditions if new regulatory requirements arise due to technological advancements, changes in legal requirements, or new case law. A prerequisite for any amendment is that it does not result in a disadvantage to the Merchant.

In such cases, the amended Terms and Conditions will be sent to the Merchant by email no later than two months before they take effect. The changes are deemed to have been approved by the Merchant if the Merchant does not object in writing by the scheduled effective date. The Provider shall inform the Merchant of this consequence in the notice of amendment. The foregoing provisions do not apply to price adjustments. These are subject exclusively to the provisions of Section 8.7 of these Terms and Conditions.

20.2 Tacit Consent

If the Provider and the Merchant extend an existing Merchant Contract during the term of the contract by the Merchant utilizing additional paid services, the conclusion of the contract shall be deemed as tacit acceptance of the amended Terms and Conditions if the Provider informs the Merchant of this legal consequence upon the conclusion of the new contract and makes the new Terms and Conditions available to the Merchant upon the conclusion of the new contract.

21. FINAL PROVISIONS

- 21.1. The transfer of the Merchant Contract or individual rights or obligations arising from it by the Merchant to third parties requires the prior written consent of the Provider. Section 354a of the German Commercial Code (HGB) remains unaffected.
- 21.2. The Merchant may set off a claim only against their own undisputed or legally enforceable claim. The same applies to the assertion of rights of retention, provided that the counterclaim is also based on the same contractual relationship.
- 21.3. The place of performance for the contract is Münster, Germany.
- 21.4. The performance and legal relationship between the parties shall be governed exclusively by German law, excluding its conflict-of-laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 21.5. If the Merchant is a business person within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with the contract is Münster, Germany.
- 21.6. Unless expressly provided otherwise in these Terms and Conditions, all declarations and communications within the scope of the contractual relationship and the business relationship must be in writing. The use of electronic signatures, including qualified

electronic signatures and recognized procedures such as DocuSign, is sufficient to satisfy the written form requirement. A handwritten signature is not required in these cases. Email is not sufficient to satisfy the written form requirement.

- 21.7. If any provision of this contract is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions of the contract. The parties shall endeavor to replace the invalid or unenforceable provision with a valid and enforceable one that comes as close as possible in economic terms to the invalid or unenforceable provision. The same applies in the event of a gap in this contract.
