

General Terms and Conditions "SaaS" of Vectron Systems AG

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Preliminary remark

Vectron Systems AG, Willy-Brandt-Weg 41, 48155 Münster ("**Provider**") operates various cloud-based software-as-a-service solution ("**Contractual Services**"), which provide the operator ("**Operator**") with various web- and app-based services. Subject of these General Terms and Conditions of Vectron Systems AG for the use of the Contractual Services ("**GTC**") is the booking and the use of the individual modules, services and tariffs offered by the Provider and the respective associated services. The supplementary service description of the contractual services ("Service Description") can be found at www.myvectron.de/agb. The prerequisite for booking and using the contractual services is the conclusion of a corresponding operator contract by the operator ("**operator contract**"). These **GTC** together with the supplementary **service description**, the **price list** and the **data protection information** (each available at www.myvectron.de/agb) are an integral part of the operator contract and are deemed to be accepted by the operator upon conclusion of the operator contract.

1. GENERAL CONDITIONS

1.1. Contractual partner

A prerequisite for the conclusion of the operator contract is that the operator is commercially active as an entrepreneur and, in the case of natural persons, has reached the age of 18 and has full legal capacity.

1.2. Scope of these GTC

1.2.1. These GTC apply to the booking and use of the contractual services by the operator. The Provider does not recognise any conflicting, deviating or supplementary terms and conditions of the Operator, unless the Provider has expressly recognised them in writing in place of these GTC in an individual case.

1.2.2. These GTC shall also apply in the event that the Provider performs services under the Operator Agreement without reservation in the knowledge of conflicting or deviating contractual terms and conditions of the Operator.

1.3. Formation of the contract

1.3.1. The Operator may declare its intention to conclude the Operator Contract by physical or electronic signature (e.g. by means of a signature pad) or electronically (if applicable, electronically by a specialist trading partner of the Provider on behalf of the Operator) by clicking on an order or confirmation button or link as well as by confirmation in text form (e.g. e-mail).

1.3.2. Such declaration constitutes an offer by the Operator to conclude the Operator Contract. The operator is bound to this offer for four (4) weeks. The conclusion of the contract requires acceptance by the Provider. Unless otherwise agreed, acceptance by the Provider shall be in text form (e.g. e-mail) or implied by activation of the Operator's access to the Customer Portal with which the Operator or a specialised trade partner authorised by the Operator to do so can manage the modules, services and tariffs booked by the Operator as well as its branches ("**Customer Portal**"). The Provider is under no obligation to accept the offer to conclude the Operator Contract.

1.3.3. By submitting his offer to conclude the operator contract - whether in writing or electronically - the operator acknowledges these GTC, the service description, the data protection information and the price list as binding and assures that the data submitted or confirmed by him are correct and complete. The Operator shall notify the Provider of any subsequent

changes to its data without delay or, as far as possible, make such changes itself in the Customer Portal.

- 1.3.4. The operator is aware that the aforementioned documents are regularly updated and that the current version applies in each case, which can always be called up by the operator at www.myvectron.de/agb.

1.4. Subject of the contract

- 1.4.1. The Provider shall provide the Operator with access to the respective contractual services booked by the Operator.
- 1.4.2. The Provider is entitled to terminate and/or modify the contractual services in whole or in part, in particular if the proper operation of the contractual services (in whole or in part) makes this necessary for (security) technical and/or legal reasons or in order to comply with a court ruling or an official decision. The introduction of new functions does not constitute a change in the performance within the meaning of this provision. In the event of substantial, unreasonable changes to the detriment of the operator, the operator shall be entitled to terminate the contract for good cause.
- 1.4.3. The provider will offer further contractual services in the future. If the operator wishes to use the additional contractual services, he can select this himself or by means of his authorised specialist trade partner via the customer portal.

1.5. Obligations of the provider

- 1.5.1. The provider is obliged to provide the services owed in accordance with the contract and in compliance with the relevant service descriptions. The Provider shall provide the services in accordance with the state of the art.
- 1.5.2. After acceptance of the Operator Contract by the Provider, the Operator's access to the Customer Portal shall be activated and the Operator shall be granted access to the Portal with the access data specified by the Operator.
- 1.5.3. The Provider may use subcontractors to provide the contractual services. The Provider is entitled to pass on documents, information and data of the Operator to the subcontractor(s) for the purpose of providing the service and fulfilling the contract - insofar as this is necessary. In this regard, reference is made to the applicable data protection information.
- 1.5.4. The Provider owes an availability of the contractual services of 98% calculated for the calendar year. The time spent on the required regular maintenance and care or technical improvement of the contractual services ("**maintenance time**") as well as cases pursuant to Clause 1.5.5 and Clause 1.11 are excluded from the availability calculation. The Provider shall attempt to carry out the maintenance and servicing work without restrictions on usability during regular working hours (Central European Time/GMT). The Provider has already taken the maintenance time into account when calculating the usage fee; a corresponding reduction due to the maintenance time is excluded.
- 1.5.5. The Provider draws the attention of the Operator to the fact that restrictions or impairments of the contractual services may arise in whole or in part which lie outside the Provider's sphere of influence. This includes, in particular, actions of third parties who are not acting on behalf of the Provider, technical conditions that cannot be influenced by the Provider and force majeure (cf. clause 1.11). The hardware, software and technical infrastructure used by the Provider may also have an influence on the Provider's services. Insofar as such circumstances

have an influence on the availability or functionality of the service provided by the Provider, this shall have no effect on the contractual conformity of the service provided.

1.5.6. The provider reserves the right to make the use of certain functions dependent on the complete and correct provision of the respective required information by the operator.

1.6. Prerequisite for the use of the contractual services

1.6.1. A prerequisite for the use of the contractual services by the operator is that:

1.6.1.1. a cash register system compatible with the respective contractual services is available at the operator's premises,

1.6.1.2. the software required for the individual contractual services, which is up-to-date and compatible with the POS systems, is installed on them and

1.6.1.3. it is configured and programmed according to the requirements of the contractual services.

The corresponding hardware and software requirements can be obtained from the responsible specialised trade partner or service provider/subcontractor of the supplier.

1.6.2. The provider is not obliged to check whether the technical requirements for the use of the contractual services or the respective contractual services are met at the operator's premises. It is the responsibility of the operator to establish the prerequisites set out in clause 1.6.1at its own expense.

1.6.3. If, during the term of the Operator Contract, a software update is absolutely necessary for the use of the contractual services booked by the Operator ("**mandatory update**"), the Provider shall provide the mandatory update to the Operator free of charge. The installation of the mandatory update shall be carried out by the responsible specialised trade partner or any other service provider engaged by the Provider for this purpose and shall be subject to a charge. The relevant costs are to be enquired about with the respective specialised trade partner or service provider. Other software updates, i.e. those which are not mandatory for the further use of the contractual services booked by the operator, are subject to a charge (subject to the booking of the Vectron POS update - see item 2.3).

1.6.4. The operator is obliged to have the respective mandatory updates installed in due time. Failure to have such updates installed will result in the Provider only being able to provide the contractual services to a limited extent or no longer being able to do so and will be released from its obligation to provide services.

1.6.5. Depending on the tariff, module or service selected by the Operator, updates (error corrections, functional improvements or new versions) of the POS software may be carried out automatically by the Provider. To this end, the Operator shall inform the Provider of the times at which such updates can be carried out on a regular basis. If an update is not possible for reasons for which the Provider is responsible, the Provider shall bear any additional costs for updating the POS software, e.g. due to additional manual effort then required. If the installation is omitted or delayed as a result, this will have the consequence that the Provider can only provide the myVectron services to a limited extent or no longer and is released from its obligation to perform.

1.7. Obligations of the operator / minimum turnover

- 1.7.1. The operator is not entitled to allow third parties to use the services provided by the provider for commercial purposes.
- 1.7.2. The operator shall support the provider in the provision of the service to a reasonable extent. The Provider shall be entitled to compensation from the Operator for any additional costs incurred, should these arise as a result of the Operator's failure to perform its obligations or its failure to perform them in a timely, complete or proper manner.
- 1.7.3. The operator shall ensure on its own responsibility that the necessary telecommunications equipment and POS systems for connection to the Vectron Cloud for the use of the contractual services as well as the other technical requirements for the use of the contractual services are available. The operator shall be solely responsible for the functionality of its telecommunication equipment and technical devices as well as the software installed thereon.
- 1.7.4. The operator shall ensure sufficient and state-of-the-art measures in the interest of data and information security in its organisational and responsibility area, in particular for regular data backups and, with regard to its connection to the contractual services, for the necessary security-relevant precautions.
- 1.7.5. The operator is obliged to keep secret the identification assigned to him for access to the contractual services, to protect it from access by third parties and not to pass it on to unauthorised third parties. In the event of loss or knowledge of unauthorised third parties of access data, the operator shall inform the provider immediately in text form so that the provider can arrange for the access to be blocked if necessary. The operator is responsible for all actions taken using his identification.
- 1.7.6. The operator will not use or allow the use of the contractual services in an unlawful or abusive manner, in particular not for the processing of transactions that violate legal provisions.
- 1.7.7. For the duration of this contract, the operator grants the provider a non-exclusive right, transferable only to the extent necessary for the performance of the contract, to use the intellectual property of the operator during the term of this contract to the extent necessary for the provision of the contractual services to the operator.
- 1.7.8. The operator shall indemnify the provider against all actual and alleged claims of third parties, including the costs of legal prosecution and enforcement, which are based on acts or omissions of the operator, in particular claims which are based on or occur with the approval of the operator due to an illegal or improper use of the contractual services or non-compliance with applicable regulations or a culpable infringement of the rights of third parties. The operator must inform the provider immediately if such a violation is imminent.
- 1.7.9. If the tariff selected by the operator includes a minimum turnover, the details of this can be found in the respective current price list. The minimum turnover amount is regularly due if the remuneration due through the chargeable use of the contractual services selected by the operator does not reach the specified minimum amount.

1.8. Violation of operator obligations; blocking

- 1.8.1. The Provider may at any time and without prior notice block the Operator's access to the contractual services in whole or in part or delete the Operator's user access if (i) the Operator seriously or repeatedly breaches its contractual obligations - in particular from Clause 1.6(ii) there is a risk of damage to or impairment of the systems, data or services of the Provider or the systems or data of another Operator or other customers of the Provider or there is a risk

of damage to the general public or (iii) circumstances exist which entitle the Provider to terminate the contract without notice.

- 1.8.2. If the blocking is based on a breach of contract by the provider, access will only be restored when the breach has been permanently eliminated or the risk of repetition has been excluded by a cease-and-desist declaration subject to a penalty. The provider is not obliged to provide access again if this is unreasonable for him, for example if the reason for the blocking entitles the provider to terminate the contract without notice at the same time.
- 1.8.3. A blocking/deletion based on a breach of contract by the operator does not entitle the operator to suspend payments or to assert claims for damages against the provider.

1.9. Rights of use

- 1.9.1. The Provider grants the Operator a revocable, simple, non-transferable and non-sublicensable right to use the contractual services to the contractually agreed extent for its own business purposes. This right of use is limited in time to the duration of the operator contract and refers exclusively to the current status and scope of the contractual services provided by the Provider during the term of the contract. The operator shall not receive any rights beyond this, for example to the software applications underlying the contractual services or the operating software.
- 1.9.2. The use of the contractual services is only permitted for the operator within the contractually agreed framework. In particular, the operator is prohibited from unauthorised copying of the contractual services or parts thereof or the underlying software, editing, decompiling the source code or making it readable or usable in any other way, making the software publicly accessible, renting it out, transferring it to third parties in any other way, exploiting it or using it or allowing it to be used for the purposes of third parties. Sections 69d and 69e UrhG shall remain unaffected by this provision.
- 1.9.3. The provider reserves the right to claim damages in the event that the operator culpably enables unauthorised third parties to use the contractual services or software belonging to the provider. In the event of unauthorised transfer of use to third parties, the operator shall, upon request, immediately provide the provider with all information required to assert claims against the third party.

1.10. User fee

- 1.10.1. The remuneration to be paid by the operator for the use of the contractual services results - subject to any other written agreement between the parties - from the respective applicable price list of the provider or the individual agreement with the specialised trade partner ("**usage fee**"). All prices stated in the Provider's price list are net prices and are subject to the applicable statutory value added tax, where relevant.
- 1.10.2. Subject to any other written agreement or provision in the Provider's price list or any provision deviating from the General or Special Section of these GTC, the usage fee shall be paid monthly at the beginning of the respective calendar month. If the contract begins or ends in the current calendar month, the usage fee shall be owed pro rata temporis.
- 1.10.3. Payment by the operator shall be made by direct debit from the operator's account on the basis of a corresponding SEPA direct debit mandate. If the operator revokes the SEPA mandate issued or does not issue a SEPA mandate, payment shall be made by bank transfer by the operator. In this case, the additional manual effort shall be compensated by the Operator with 15.00 euros per invoice. In the case of payment by invoice, the invoice amount is due for payment immediately without deduction. Any fees for return debit note or similar fees arising

from the fact that it is not possible to debit the usage fee shall be passed on to the operator by the provider.

- 1.10.4. In the event of late payment, the Provider may temporarily suspend the provision of services until payment is made. Suspension of service provision within the meaning of this clause 1.10.4 means that the operator can still access his operator account, but the individual contractual services booked (e.g. reporting) are no longer updated. If the operator is in arrears with the sum of at least two monthly invoices, the provider has the right to terminate the contract for cause. The operator is aware that in this case the provider can demand compensation for the premature termination of the contract, the amount of which depends on the selected contract services and the actual remaining term of the contract.
- 1.10.5. The operator agrees that invoicing shall take place exclusively electronically. The Provider may choose to provide the invoice to the Operator by e-mail as a pdf document or in the Customer Portal.
- 1.10.6. The provider is entitled to adjust the usage fee to its cost development at its reasonable discretion, taking due account of the operator's interests. The Provider shall inform the Operator of such price adjustments in text form by e-mail no later than two months before they come into force. The adjustments shall be deemed to have been approved by the operator if he does not object in text form by the time they are scheduled to take effect and continues to use the contractual services. The provider shall draw the operator's attention to this consequence in the notification of change. If the operator objects to the price adjustment, the provider has a special right of termination with one month's notice to the end of the month, which must be exercised within one month of receipt of the objection.
- 1.10.7. This clause 1.10 does not apply if the operator has booked exclusively gratuitous contractual services.

1.11. Disruptions to performance; force majeure

- 1.11.1. The Provider shall be released from its obligation to perform if the non-performance is due to circumstances of force majeure or other unforeseen circumstances for which the Provider is not responsible (e.g. pandemics, war, strikes, natural disasters, water ingress, system failures on the Internet or sabotage by malware). The exemption from the obligation to perform shall also apply in the event of delays due to circumstances in the operator's area of responsibility, e.g. untimely performance of supplier obligations or lack of availability of supplier IT facilities with associated interfaces.
- 1.11.2. The release from the obligation to perform shall apply for the duration of the impediment plus a reasonable start-up period. If the impediment lasts longer than two (2) months, both parties are entitled to terminate the contract with regard to the affected service after the expiry of a reasonable grace period. Claims for damages or reimbursement of expenses against the Provider shall not exist in such cases.
- 1.11.3. The Provider shall inform the Operator of the occurrence of a case of force majeure or other circumstances referred to in this Clause 1.11 delay after becoming aware of them.

1.12. Liability for defects

- 1.12.1. The operator is obliged to report any defects that occur (e.g. functional failures, malfunctions or impairments of the service) to the provider immediately and as precisely as possible in text form to the e-mail address info@myvectron.com. Furthermore, the operator shall support the provider appropriately in the analysis and elimination of defects and shall immediately grant access to documents from which more detailed circumstances regarding the occurrence of the

defect may arise. The Operator shall bear independently any additional performance resulting from incorrect or incomplete information provided by the Operator or from delays in the analysis or elimination of defects for which the Operator is responsible.

- 1.12.2. The Provider acknowledges that its ability to use the contractual services depends to a large extent on the settings selected by the Provider itself within the scope of the services offered via the contractual services. Therefore, the provider only recognises reproducible defects as such in the context of claims for defects.
- 1.12.3. If the operator wrongly notifies the existence of a defect for reasons for which the provider is not responsible, the provider shall have a claim for compensation against the operator for the expenses incurred by him for the fault diagnosis and any fault rectification.
- 1.12.4. Claims for defects are excluded if the operator himself or through third parties without prior authorisation by the provider does not use functionalities of the contractual services or the services offered hereunder in the intended manner or in an operating environment other than that intended, including operating errors on the part of the operator, non-observance of application instructions, use of incorrect or missing processing data. This does not apply if the operator proves that occurring defects are not related to such circumstances. If the error analysis is considerably impeded by such circumstances, the operator shall bear any additional costs incurred.
- 1.12.5. In the event of defects for which the Supplier is responsible, the statutory provisions shall apply as a matter of principle. Section 536b BGB and Section 536c BGB apply with regard to the contractual services. The application of Section 536a (1) BGB is excluded insofar as the standard provides for strict liability. The application of Section 536a (2) BGB is also excluded.
- 1.12.6. In the event of an insignificant reduction in the value and/or suitability of the service, the operator shall have no claims for defects.
- 1.12.7. The Provider shall not be obliged to provide updates, upgrades and new version deliveries of the contractual services unless this is absolutely necessary to remedy defects or has been agreed otherwise in writing elsewhere in these GTC or the Operator Contract.
- 1.12.8. Should an error occur in the POS system in the course of a software update (e.g. system crash, malfunction of the start-up process, etc.), the Provider shall access the POS system by means of remote maintenance, if necessary, in order to put it back into operation.

1.13. Scope of liability

- 1.13.1. The Provider shall be liable to the Operator for damages or reimbursement of futile expenses in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.
- 1.13.2. In other cases, the Provider shall only be liable - unless otherwise provided for in section 1.13.4- in the event of a breach of a contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Operator may regularly rely (so-called "*cardinal obligation*") and limited to compensation for the foreseeable and typical damage. In all other cases, the liability of the Provider is excluded subject to the provision in section 1.13.3
- 1.13.3. The liability of the Provider for damages arising from injury to life, limb or health, under the Product Liability Act and to the extent of a guarantee assumed by the Provider shall remain unaffected by the above limitations and exclusions of liability.

- 1.13.4. Liability of the Provider for damages of the Operator resulting from loss of data is excluded insofar as the damage is based on the fact that the Operator has failed to regularly and properly perform data backups within his area of responsibility and thus to ensure that lost data can be restored with reasonable effort.
- 1.13.5. Claims for damages shall become statute-barred within one (1) year of the operator's knowledge or grossly negligent lack of knowledge 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 shall not apply in the case of intent, gross negligence, damage resulting from injury to life, limb or health or claims under the Product Liability Act, insofar as the statutory provisions provide for a longer limitation period.
- 1.13.6. Insofar as the liability of the Provider under the contract and/or these GTC is excluded or limited, this shall also apply to the personal liability of legal representatives and bodies of the Provider, its employees and its vicarious agents.

1.14. Data; information security

- 1.14.1. Both parties undertake to comply with all applicable statutory data protection provisions concerning them.
- 1.14.2. Insofar as the operator enters its own personal data within the scope of the use of the contractual services (this shall also and in particular include data of the operator's employees and the informing of the employees in this respect), the operator shall bear the exclusive responsibility for the permissibility of the collection and processing of such data under data protection law. The operator shall in particular observe any objections of affected persons and shall immediately inform the provider of any irregularities with regard to personal data entered or stored by the operator in the Vectron Cloud. The operator shall indemnify the provider against all actual and alleged claims of third parties, including the costs of legal prosecution/defence, which are based on violations of applicable statutory data protection provisions with regard to the data entered by the operator for which the operator is responsible. The operator also indemnifies the provider against any official fines imposed on the provider as a result of his misconduct.
- 1.14.3. The Provider shall be entitled to anonymise or aggregate the data received from the Operator regarding the use of the Contractual Services (including, but not limited to, the data collected and transmitted to the Provider by the Operator's point-of-sale system during a point-of-sale transaction), so that it is no longer possible to identify individual data subjects, and to use it in this form, inter alia, for the optimisation of the Contractual Services and their functions, for reporting and benchmarking as well as for general market research and, if necessary, to transmit it to third parties. The Parties agree that anonymised data or data aggregated in accordance with the above provision shall no longer be deemed to be data of the Operator. Further information on this is contained in the data protection information.

1.15. Term of contract; termination

- 1.15.1. Unless otherwise agreed in writing or otherwise provided for in the General or Special Sections of these GTC, the operating agreement is concluded between the parties for an indefinite period. Upon termination of the Operator Contract or individual contractual services, the Operator's right to use the contractual services in their entirety or the individually terminated contractual services shall end.
- 1.15.2. Subject to any written agreement to the contrary or any provision to the contrary in the General or Special Section of these GTC, each party shall be entitled to terminate the Operator Agreement in its entirety or individual contractual services with one (1) month's notice to the

end of a calendar month. If individual contractual services have been booked as part of a package offer (e.g. in the case of the myVectron digital package), in deviation from the above, only termination of all modules of the package is possible. If individual contractual services can only be booked in connection with other contractual services, the term and the notice periods of the connected contractual services are calculated according to the contractual service with the longest term and/or notice period.

1.15.3. The aforementioned clauses 1.15.1 and 1.15.2 may not apply if the operator acquires the contractual services in a package with a leasing, rental or hire contract for a POS system. In such a case, the Operator Agreement including all contractual services may apply for the term of the associated leasing, rental or hire agreement, depending on how the contractual package is structured.

1.15.4. If the conditions for free or discounted use of the contractual services on the part of the operator no longer exist (e.g. because the operator revokes consent to data transmission or does not fulfil other conditions), the free or discounted usage relationship shall be converted into a usage relationship subject to a charge in accordance with the applicable prices as per the price list of the provider and provisions of these GTC.

1.15.5. The right of both parties to terminate without notice for good cause shall remain unaffected, in particular if (i) the other party persistently breaches material contractual obligations and fails to remedy the breach within a reasonable period of time despite a warning with a reasonable deadline or (ii) if the other party suffers a material deterioration in its assets or a -threat to its assets. If the Provider exercises its extraordinary right of termination based on the fault of the Operator, the Operator shall be obliged to compensate the Provider for the resulting damage,

1.15.6. A good cause for termination is given for the provider in particular if:

1.15.6.1. the operator does not activate the booked contractual services for the first time within 20 calendar days after conclusion of the contract by means of the login data transmitted to him,

1.15.6.2. there are concrete indications of improper use of the contractual services by the operator or

1.15.6.3. the operator is in default with the payment of the usage fee owed by him for the contractual services booked by him in at least two (2) consecutive dates with a not insignificant part of the remuneration owed or with the sum of at least two monthly invoices.

1.15.7. Cancellations must be made in text form.

1.16. Amendment of the GTC

The Provider may amend these GTC at any time, in particular if new regulations become necessary due to the continuous technical development of the contractual services and the associated expansion of the usage options. The amended GTC shall be sent to the operator by e-mail at least two months before they come into force. The changes shall be deemed to have been approved by the operator if he does not object in text form by the time they are scheduled to come into force and continues to make use of the contractual services. The Provider shall point out this consequence to the Operator in the notification of change. If the operator objects to the amendment of the GTC, the provider has a special right of termination with a notice period of one month to the end of the month, which must be exercised within one month after receipt of the objection.

1.17. Final provisions

- 1.17.1. The transfer of the operator contract or individual rights or obligations hereunder by the operator to third parties requires the prior written consent of the provider. Section 354a HGB remains unaffected.
- 1.17.2. Offsetting by the operator is only permitted with an undisputed or legally established claim of the provider. The same applies to the assertion of rights of retention, whereby the counterclaim must also be based on the same contractual relationship.
- 1.17.3. The place of performance for the contract is Münster.
- 1.17.4. The performance and legal relationship between the parties shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 1.17.5. If the operator is a merchant 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 shall be Münster.
- 1.17.6. Unless otherwise expressly stipulated in these GTC, all declarations and notifications within the framework of the contractual relationship and the business relationship with the supplier must be made in writing (including by fax) or in electronic form. Amendments or supplements to the contract existing between the parties, including the agreement to waive this written form requirement, must be made in writing.
- 1.17.7. Should individual provisions of the existing contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the contract. The parties shall endeavour to replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the invalid or unenforceable provision in economic terms. The same shall apply in the event of a loophole in this contract.

2. SPECIAL CONDITIONS FOR INDIVIDUAL CONTRACTUAL SERVICES

2.1. Fiscal Archives (DE / AT / NL / FR / BE)

- 2.1.1. Within the framework of the fiscal archive, the Provider shall archive the cash transaction data relevant under tax law ("**fiscal data**") for the Operator. Subject to section 1.5.4 Operator has the option of retrieving the fiscal data at any time and downloading it in a file format that complies with the tax law requirements. The specific service description of the myVectron Fiscal Archive DE and the Fiscal Archive AT can be found at www.myvectron.de/agb.
- 2.1.2. Compliance with tax regulations and requirements is the sole responsibility of the operator and remains unaffected by the services offered as part of the myVectron Fiscal Archive.
- 2.1.3. The Provider undertakes to archive the fiscal data of the Operator for six (6) months after termination of the Operator Agreement or the authorisation to use the fiscal archive ("**archiving period**"). The Fiscal Data shall be made available to the Operator free of charge or made available for download by the Provider in a common file format upon the Operator's written request until the expiry of this period.

Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher, Duratec POS Gastronomie Germany 2.1.5.0 or higher, Duratec POS Multi Business Germany 1.5.0.0 or higher or Duratec POS Gastronomie Austria 1.9.2.0 or higher.

2.2. Fiscal guarantee DE 2020

- 2.2.1. Within the scope of the DE 2020 fiscal guarantee, the Provider shall provide the Operator with fiscal-compliant updates for compatible cash register systems (see section 2.2.1above) free of charge, which will enable the Operator to comply with the regulatory requirements for bookkeeping and for records using electronic recording systems as of 1 January 2020 pursuant to Section 146a of the German Fiscal Code (Abgabenordnung).
- 2.2.2. A prerequisite for the use of the DE 2020 fiscal guarantee is that the operator uses a compatible cash register system. The compatible cash register systems can be requested from the responsible specialised trade partner. Installation and programming shall be carried out by the competent specialised trade partner or by a service provider otherwise engaged by the provider for this purpose and shall be subject to a charge. The relevant costs are to be enquired about with the respective specialised trade partner or service provider. The specific service description of the DE 2020 fiscal guarantee can be found at www.myvectron.de/agb.
- 2.2.3. The DE 2020 fiscal guarantee only covers the provision of a software update and not the delivery of the certified technical security devices required under Section 146a of the German Tax Code. If the concretisation of the requirements of Section 146a of the German Fiscal Code and the cash register security regulations of the tax authorities result in an obligation to expand the cash register system hardware, the utilisation of the DE 2020 fiscal guarantee requires that the operator makes the necessary hardware-related changes to the cash register system as well as other expansions of the cash register system (such as technical security devices) at its own expense.

Prerequisite for the use of the Fiscal Guarantee D 2020 is that the operator contract is still valid at the time of the provision of the Fiscal Guarantee D 2020 and the module is booked in a tariff. Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher, Duratec POS Gastronomie Deutschland 2.1.5.0 or higher or Duratec POS Multi Business Deutschland 1.5.0.0 or higher.

2.3. Vectron POS Update

Within the scope of the Vectron POS update, the supplier shall provide the operator with all software updates for compatible POS systems offered by the supplier free of charge. The compatible POS systems can be requested from the responsible trade partner. The installation shall be carried out by the competent specialised trade partner or by a service provider otherwise engaged by the Provider for this purpose and shall be subject to a charge. The relevant costs are to be enquired about with the respective specialised trade partner or service provider. specific service description of the module can be found at www.myvectron.de/agb.

Another requirement for supporting the module is at least the use of Vectron POS 6.4.0.0 or higher.

2.4. Reporting

- 2.4.1. As part of the reporting, the provider creates a turnover report of the transactions made at the operator's POS system. The operator can call up the reporting via the reporting app and/or via web reporting. The specific service description of the reporting can be found at www.myvectron.de/agb.
- 2.4.2. The operator acknowledges that, according to the current state of the art, technically induced inaccuracies and deviations may occur in the reporting and analysis of the data taken into account within the scope of the reporting. The Provider shall not be liable for the accuracy of the content of the reporting, except in cases of gross negligence or intent.

Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher, Duratec POS Gastronomie Germany 2.1.5.0 or higher, Duratec POS Multi Business Germany 1.5.0.0 or higher or Duratec POS Gastronomie Austria 1.9.2.0 or higher.

2.5. DeutschlandCard

Within the framework of DeutschlandCard, the Provider enables the Operator to award DeutschlandCard Points to DeutschlandCard Participants and to redeem DeutschlandCard Points from them.

The DeutschlandCard Programme is operated by DeutschlandCard GmbH ("**DeutschlandCard**") and allows end customers who hold a corresponding card ("**DeutschlandCard Card**") and participate in the DeutschlandCard Programme ("**DeutschlandCard Participant**") to collect and redeem points ("**DeutschlandCard Points**").

A contractual relationship between DeutschlandCard and the Operator is not established by the booking of DeutschlandCard. All claims of the operator to and in connection with DeutschlandCard exist exclusively against the provider.

The myVectron DeutschlandCard module is expected to be activated by the operator in the course of summer 2021. Non-activation does not entitle the operator to refuse other contractually owed fees or contractual obligations.

2.5.1. Subject matter of DeutschlandCard

2.5.1.1. For the duration of the contractual relationship on the use of DeutschlandCard, the Provider grants the Operator the right to award DeutschlandCard points to DeutschlandCard participants and to accept them for redemption if the DeutschlandCard participants purchase products and/or services from the Operator's participating points of sale. The specific service description of DeutschlandCard can be found at www.myvectron.de/agb.

2.5.1.2. The participating sales outlets of the Operator will be integrated and published as part of the so-called "Branch Finder" on the DeutschlandCard website and the DeutschlandCard mobile application ("**Branch Finder**"), stating the contact details of the respective sales outlet, so that DeutschlandCard participants can find the relevant sales outlets. The provider reserves the right to introduce further marketing services (such as a gastro sweepstake or integration in themed campaigns or promotions) and to inform the operator of relevant adjustments in a timely manner. DeutschlandCard also reserves the right to make changes to the branch finder.

2.5.1.3. The Operator may obtain marketing material provided by DeutschlandCard via the Provider in order to advertise the latter's participation in the DeutschlandCard Programme as an acceptance point for the collection and redemption of DeutschlandCard points ("**Marketing Material**"). The requirements for the use of the Marketing Material are set out in Sections 2.5.4.1 and 2.5.4.2

2.5.2. Requirements for the use of DeutschlandCard

In addition to Sections 1.6.1.1 and 1.6.1.2 these General Terms and Conditions, the use of DeutschlandCard is subject to the condition that the accessories required for the use of DeutschlandCard are available at the Operator's premises. If the required accessories are not already available to the Operator, they can be purchased from the relevant specialist retail partner or any other service provider engaged by the Provider for this purpose and - unless

otherwise agreed by the parties - are subject to a charge. The relevant costs are to be enquired about with the respective specialised trade partner or service provider.

Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher, Duratec POS Gastronomie Germany 2.1.5.0 or higher or Duratec POS Multi Business Germany 1.5.0.0.

2.5.3. Duties of the operator: Points

2.5.3.1. Collecting DeutschlandCard points

The Operator is obliged to award DeutschlandCard points to the DeutschlandCard Participant for each transaction in which the DeutschlandCard Participant wishes to collect DeutschlandCard points, on the gross sales of products and/or services of the Operator's participating point of sale ("**Incentivised Gross Sales**", subject to the products and services listed in Clause 2.5.3.5) achieved in the course of the transaction. The point value is 1 DeutschlandCard point per EUR 1 of **Incentivised Gross Revenue** ("**Base Incentive**" and the associated point value "**Base Point Value**"). The DeutschlandCard points are recorded (i) automatically via the cash register system by scanning the DeutschlandCard Card or by manually entering the number of the DeutschlandCard Card or (ii) by scanning the QR code printed on the cash register receipt to be issued by the Operator by the DeutschlandCard Participant using the DeutschlandCard App.

2.5.3.2. Collecting DeutschlandCard points as part of special incentive en

For the purpose of publicly announcing and advertising the operators participating in the DeutschlandCard Programme, in particular in the gastronomy sector, advertising campaigns are carried out at regular intervals, during the duration of which the DeutschlandCard Participant acquires a higher than base point value in relation to the "Incentivised Gross Turnover" (depending on the respective advertising measure, e.g. through a multiplier on the base point value or through a fixed number of points in addition to the base point value per transaction, etc.).) ("**Special Incentive**" and the corresponding point value "**Special Incentive Point Value**"). The scope, frequency and duration of the Special Incentives per calendar year and the respective amount of the Special Incentive Point Value can be found in the Service Description at www.myvectron.de/agb.

The operator is obliged to allocate the DeutschlandCard points in the amount of the special incentive point value. The DeutschlandCard points shall be recorded as in Clause 2.5.3.1 and the Special Incentive Point Value shall be allocated by DeutschlandCard.

2.5.3.3. Redeeming DeutschlandCard points

The Operator is obliged to accept the redemption of DeutschlandCard points by the DeutschlandCard Participant for products and/or services at the Operator's participating points of sale. 100 DeutschlandCard points correspond to a value of EUR 1.00 including VAT.

The DeutschlandCard participant is also entitled to use DeutschlandCard points only for partial payment of the products/services purchased by him/her or to redeem only a number of DeutschlandCard points chosen by him/her. Accordingly, the operator is obliged to accept partial payments with DeutschlandCard points as well as only partial

redemption of DeutschlandCard points at the discretion of the DeutschlandCard participant.

A redemption of DeutschlandCard points is automatically rejected by the POS system if there are less than 100 DeutschlandCard points in the DeutschlandCard participant's DeutschlandCard account.

2.5.3.4. Identification of the DeutschlandCard participant

The presentation of the DeutschlandCard card is sufficient for the redemption of DeutschlandCard points; further identification of the DeutschlandCard participant is not required. The Provider reserves the right to introduce identification mechanisms (e.g. PIN entry by the DeutschlandCard participant) in connection with the redemption of DeutschlandCard points.

2.5.3.5. Products/services excluded from the awarding of points

Excluded from the award of DeutschlandCard points are products and/or services that (i) are subject to statutory prohibitions on discounts or (ii) are subject to price maintenance (such as, in particular, publishing products (books/magazines), tobacco products, postal services, deposits) as well as (iii) vouchers and/or credit cards. An overview of the excluded products and/or services can be found in the service description at www.myvectron.de/agb. The Provider's point-of-sale systems used within the framework of DeutschlandCard offer the possibility of configuring them in such a way that the collection of DeutschlandCard points is excluded for certain groups of products/services. It is the responsibility of the Operator to ensure that DeutschlandCard points are not awarded for these excluded products and/or services and that the point-of-sale systems are configured accordingly. Furthermore, no products and/or services may be excluded by the Operator from the award of DeutschlandCard Points.

2.5.4. Obligations of the operator s : Marketing

The operator is obliged to comply with the following requirements regarding the identification and information of its end customers about its participation in the DeutschlandCard programme as an acceptance point for the collection and redemption of DeutschlandCard points:

2.5.4.1. The operator can obtain so-called POS starter packages produced by DeutschlandCard via the provider ("**POS starter packages**"). Part of these POS Starter Packs are marketing materials such as participant documents with generic customer cards for end customers, door stickers, stickers for menus, postcards as menu inserts, business cards as invoice inserts and training documents for gastronomy staff. The respective applicable costs in connection with the first-time order and a repeat order of POS starter packages as well as their differences in terms of content and scope can be found in the price list at www.myvectron.de/agb.

2.5.4.2. The operator is obliged to comply with the specifications regarding the use and display of marketing material and the use of the DeutschlandCard card in the participating points of sale, which are available from the provider in the service description at www.myvectron.de/agb, and to instruct its employees accordingly. In particular, the Operator shall comply with the following requirements in this context:

a. Entrance area/front of the operator's participating sales outlets: The door stickers with the DeutschlandCard programme logo are to be permanently affixed to the

entrance doors of the operator's participating sales outlets in a clearly visible position.

- b. As part of the payment process of the operator's participating sales outlet: The employees of the operator's participating sales outlets shall draw the attention of the operator's end customer to the possibility of using (collecting and redeeming DeutschlandCard points) the DeutschlandCard during the payment process.

2.5.4.3. The provider reserves the right to adjust the marketing material and to inform the operator of relevant adjustments in a timely manner.

2.5.4.4. The Provider shall provide the Operator with online training documents for the DeutschlandCard programme via the Customer Portal. The operator is obliged to observe or follow the training content specified in the training documents on the use of the DeutschlandCard card and to instruct the respective employees concerned accordingly.

2.5.5. Settlement of DeutschlandCard points

The settlement of the services provided by the Provider in connection with DeutschlandCard shall consist of (i) the connection fee, (ii) the monthly fixed fee, (iii) a variable fee for the DeutschlandCard points awarded, (iv) a fee for the DeutschlandCard points redeemed and (v) a fee for the POS starter packages, if ordered accordingly by the Operator. In all other respects - unless otherwise agreed below - the provisions of Clause 1.10 of these GTC shall apply.

2.5.5.1. Billing connection fee

The connection fee is charged once by the provider and billed by the provider in the following month after the operator has been connected.

2.5.5.2. Settlement fixed fee

The fixed fee shall be charged per participating sales outlet of the operator and shall be settled monthly in arrears for the previous calendar month by the provider vis-à-vis the operator.

2.5.5.3. Variable fee: settlement of the DeutschlandCard points awarded by the operator

For the DeutschlandCard points awarded by the operator to DeutschlandCard participants, the operator is charged the following variable fee on a monthly basis:

- (i) EUR 0.01 net per DeutschlandCard point awarded:

Example with basic incentive, i.e. 1 DeutschlandCard point per EUR 1 and an incentivised gross turnover of EUR 10: The participant receives 10 DeutschlandCard points, the operator owes an amount of EUR 0.10 net.

Example for special incentive, e.g. 5 DeutschlandCard points per EUR 1 and an incentivised gross turnover of EUR 10: The participant receives 50 DeutschlandCard points, the operator owes an amount of EUR 0.50 net.

- (ii) plus 1.5 % net on the incentivised gross turnover.

The reference point for the settlement of the DeutschlandCard points awarded by the Operator shall be the DeutschlandCard points awarded in the previous month of

invoicing and the Incentivised Gross Turnover of each participating sales outlet of the Operator. The settlement of the DeutschlandCard points awarded by the Operator for the respective calendar month shall take place monthly on the tenth (10th) of the following month.

2.5.5.4. Settlement of the DeutschlandCard points redeemed with the operator

DeutschlandCard points redeemed by DeutschlandCard participants with the Operator will be settled by the tenth (10th) of the following month less a deduction of 5% of the total gross amount of the DeutschlandCard points redeemed in each case and offset against the fees incurred in accordance with section 2.5.5.3 of these General Terms and Conditions for the month settled in each case. If this monthly settlement results in a credit balance for the operator, this will be paid out to the operator to a domestic bank account belonging to the operator as part of the monthly settlement in accordance with this section 2.5.5.4

2.5.5.5. Fees for the POS Starter Packs

The fee for the POS starter packages of the DeutschlandCard programme is based on the price list valid at the time. The fee for the POS starter packages is invoiced on the tenth (10th) of the following month after the operator has placed the order.

2.5.6. Data transmission to DeutschlandCard

2.5.6.1. In addition to Clause 1.14.3 of these GTC, the Provider is entitled to transmit the data received from the Operator via the use of DeutschlandCard (including, but not limited to, the data collected by the Operator's POS system during a POS transaction and transmitted to the Provider) to DeutschlandCard for the purpose of processing the transaction with the DeutschlandCard Participant and the associated award or redemption of DeutschlandCard points. Further information on this is contained in the data protection information, which can be accessed under the link www.myvectron.de/agb.

2.5.6.2. Furthermore, in addition to Sections 1.14.3 and 2.5.6.1 of these GTC, the Provider is entitled to transmit the contact data of the Operator's participating sales outlet to DeutschlandCard for the purpose of integration and publication in the Branch Finder.

2.5.7. Assignment of claims of the provider to DeutschlandCard

The Provider is entitled to assign to DeutschlandCard any liability claim to which it is entitled against the Operator resulting from a breach of Operator obligations existing in connection with DeutschlandCard.

2.5.8. Term and cancellation of DeutschlandCard

2.5.8.1. Unless otherwise agreed in the Operator Agreement, the term of the contractual relationship for the use of DeutschlandCard is twelve (12) months from the conclusion of the contract, notwithstanding Section 1.15.1 of these GTC, and may be terminated by either party with one (1) month's notice to the end of the respective contract term, notwithstanding Section 1.1.15.2 of these GTC. If the contract is not terminated in due time, the term shall be automatically extended by a further twelve (12) months.

2.5.8.2. In addition to Sections 1.15.5 and 1.15.6 of these GTC, good cause for termination of DeutschlandCard exists for the Provider in particular if

- a. the operator breaches any of the obligations set out in sections 2.5.3 and 2.5.4 these GTC, in particular in the event that the operator refuses to collect and redeem DeutschlandCard points in breach of the contract,
- b. the operator misuses and/or fraudulently collects and/or redeems DeutschlandCard points,
- c. the DeutschlandCard programme is discontinued in whole or in substantial parts and is not replaced by a comparable programme, or
- d. the Provider's entitlement to award DeutschlandCard points to the Operator ends .

2.5.8.3. The Provider shall exercise the right of termination for good cause pursuant to section 2.5.8.2 lit. c and d these GTC within a reasonable period of time vis-à-vis the Operator.

2.5.9. Consequences of the termination of the authorisation to use DeutschlandCard or of the operator agreement

- 2.5.9.1. Upon termination of the operator's authorisation to use DeutschlandCard or of the operator agreement, the operator is obliged to destroy all POS Starter Packs. The Operator shall bear the costs incurred by it in this regard.
- 2.5.9.2. For the avoidance of doubt, after notice of termination has been given and until the end of the entitlement to use DeutschlandCard or the Operator Agreement, the DeutschlandCard points awarded by the Operator shall continue to be accounted for in accordance with Clause 2.5.5
- 2.5.9.3. The operator is obliged to refrain from any further use of the logo and the name of the DeutschlandCard programme as of the termination of the authorisation to use DeutschlandCard or the operator agreement.
- 2.5.9.4. Once the authorisation to use DeutschlandCard or the operator contract has been terminated, it is no longer possible to redeem DeutschlandCard points with the operator. The operator is obliged to communicate the circumstance of the termination to the DeutschlandCard participants upon request.
- 2.5.9.5. In the event that the DeutschlandCard programme is discontinued, DeutschlandCard will grant DeutschlandCard participants a legally compliant period for redeeming DeutschlandCard points. If and to the extent that by the end of this period DeutschlandCard participants have not redeemed DeutschlandCard points issued by the Operator on the basis of the DeutschlandCard usage entitlement, and these DeutschlandCard points therefore expire economically, the Provider will pay the Operator corresponding compensation (= in the amount of the regular points value pursuant to Clause 2.5.3.1) for these expiring DeutschlandCard points.

2.5.10. Subject to change DeutschlandCard programme

In the event that DeutschlandCard changes the business model of the DeutschlandCard programme, the DeutschlandCard programme itself, its name and/or the marketing material in part or in full, the Provider reserves a corresponding right of change with respect to DeutschlandCard. The Provider shall inform the Operator of any such change within a reasonable period of time prior to its occurrence.

2.6. Table reservation resmio

With the resmio table reservation module, the operator has the possibility to offer his customers table reservations through the use of a dependent web application ("widget"), through integration as a Facebook booking button as well as through an integration link for Google My Business. In addition to providing the widget, the module offers reservation control and management. The concrete service description of the table reservation module can be found at www.myvectron.de/agbabgerufen.

Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher, Duratec POS Gastronomie Germany 2.1.5.0 or higher or Duratec POS Multi Business Germany 1.5.0.0 or higher.

2.7. Order service restablo

With the restablo ordering service module, the operator has the option of offering its customers an ordering service for the products it offers and of covering both the delivery and collection areas. The concrete service description of the online ordering module can be found at www.myvectron.com/de/leistungen. The use of the restablo ordering service module requires the conclusion of a contract between the operator and the platform provider named by the provider.

Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher, Duratec POS Gastronomie Germany 2.1.5.0 or higher or Duratec POS Multi Business Germany 1.5.0.0 or higher.

2.8. Pay

2.8.1. Via the Pay module, the operator has the possibility to offer its customers various solutions for electronic payment transactions. The use of the Pay module requires the conclusion of a separate contract for electronic payment terminals with the provider, which contains details on the conditions and terms of use.

2.8.2. If the Operator concludes a contract for electronic payment terminals with the Provider, it shall be obliged to offer its Customers the payment options listed therein. Payments by customers by credit card shall be processed by the operator exclusively via the payment service provider (acquirer) named therein by the provider. This requires the conclusion of a separate contract between the operator and this payment service provider. For any card payments (including payment systems such as Apple Pay or Google Pay) processed via the Pay module, the operator shall exclusively use payment terminals rented from the provider.

2.8.3. If the operator rents or receives a SIM card for payment terminals from the provider, this is used exclusively for data communication between the payment terminal and the payment service provider. The operator shall ensure that the SIM card services provided for the use of the Payment module are used only for the contractual purpose and not in any other way. In the event of a breach, the operator shall be liable to the provider for any damages and shall indemnify the provider against any claims by third parties.

2.8.4. Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher, Duratec POS Gastronomie Germany 2.1.5.0 or higher or Duratec POS Multi Business Germany 1.5.0.0 or higher.

2.9. Vouchers

The module Vouchers offers the operator the possibility to offer his customers vouchers for his business. The specific service description of the Vouchers module can be found at www.myvectron.de/agb.

Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher, Duratec POS Gastronomie Germany 2.1.5.0 or higher or Duratec POS Multi Business Germany 1.5.0.0 or higher.

2.10. Connection to DATEV cash archive online

2.10.1 The DATEV Kassenarchiv online connection module offers the operator the possibility of automatically transmitting its cash register transaction data relevant under tax law (so-called "fiscal data") on the basis of the taxonomy standard by the provider to the DATEV Kassenarchiv online, operated by DATEV eG Nuremberg. The specific service description of the DATEV Kassenarchiv online connection module can be found at www.myvectron.de/agb.

Prerequisite for the support of the module connection DATEV Kassenarchiv online is the use of at least Vectron POS 6.4.4.0 or higher or Duratec POS Gastronomie Deutschland 2.2.14.0 or higher or Duratec POS Multi Business Deutschland 1.5.14.0 or higher.

2.10.2 The myVectron DATEV Kassenarchiv online module is only available in Germany.

2.11. Digital Receipt

The Digital Receipt module offers the operator the possibility of issuing the invoice receipt to his customers in digital form. The receipt is issued by displaying a QR code in the customer display for retrieval by the customer using an electronic end device. The QR code encrypts a URL that leads to the invoice receipt previously encrypted and stored in PDF format. The customer can use this URL to save or view the invoice receipt. The specific service description of the Digital Receipt module can be found at www.myvectron.de/agb.

Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher, Duratec POS Gastronomie Germany 2.1.5.0 or higher or Duratec POS Multi Business Germany 1.5.0.0 or higher.

2.12. MobileApp

The MobileApp complements Vectron and Duratec POS systems with professional options for mobile order entry, table management and accounting in gastronomy. Existing installations consisting of stationary POS systems can be supplemented with the app. The MobileApp is optimised for fast and intuitive operation. Item selection is done via main and merchandise groups. MobileApp contains an informative table overview and supports discounts, cash, credit and EC card payments.

By purchasing the module, depending on the POS software used, it is possible to operate one to a maximum of ten MobileApps with a Vectron or Duratec POS system. During the runtime, it is not necessary to enter a licence code at the POS system used for the use of the connected MobileApps. The necessary programming of the POS software for the use of the MobileApp is carried out by the responsible trade partner or a service provider otherwise appointed by Vectron Systems AG and is subject to costs. Please ask the respective trade partner or service provider for the respective costs.

Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher,

Duratec POS Gastronomie Germany 2.1.5.0 or higher, Duratec POS Multi Business Germany 1.5.0.0 or higher or Duratec POS Gastronomie Austria 1.9.2.0 or higher.

2.13. Menu download

The menu download function allows the operator to make his menu available to his customers in digital form by means of a QR code. For this purpose, the operator uploads his menu in PDF format in the customer portal and can create a QR code there, which receives a link with which one can call up the uploaded PDF via the Internet.

The operator is responsible for the content, correctness and completeness of the uploaded menu. He/she shall indemnify the provider against any claims made by third parties against the provider, in particular due to incorrect or missing information in the uploaded menu (e.g. missing indication of allergens or additives) or trademark/copyright infringements.

2.14. Cloud Lab

With the Cloud Lab module, the provider offers the operator the possibility to use various products for testing purposes ("test products"). In return, the operator transmits test results and experience with the test products to the provider. The Provider is not obliged to include corresponding Test Products in regular operation or to offer them to all Operators. The Provider may at any time deny the Operator the use of the test products again, remove them or also fundamentally change them. The operator is aware that test products which are taken over into the provider's portfolio after the test phase may be subject to a charge. The operator then has no claim to continuation of free use. The operator has the option to terminate the use of the test products at any time.

2.15. Invoice archive

The module Invoice Archive offers the operator the possibility to store all invoices produced in his POS system in the Vectron Cloud during the term of the tariff containing the module. In the customer portal the operator can search for these invoices by entering search criteria (e.g. date, time). The selected invoices can be viewed and made available by e-mail as a copy of the invoice including a form for a hospitality voucher for consumers. The format of the invoice copy is specified by the provider. The specific service description of the module can be found at www.myvectron.de/agb.

Prerequisite for the support of the module is at least the use of Vectron POS 6.4.0.0 or higher, Duratec POS Gastronomie Germany 2.1.5.0 or higher or Duratec POS Multi Business Germany 1.5.0.0 or higher.

2.16. POS-Backup

With the module POS-Backup, the selected configuration and programming of the POS software (called "dump") are created on the POS system and transferred to the Vectron Cloud as well as saved after a daily closing, which is usually carried out daily in POS systems connected to the Vectron Cloud by operators.

In the customer portal, the last five dumps can be downloaded in order to load them onto a new cash register hardware, for example, in the event of hardware damage, so that this new cash register can be put back into operation as quickly as possible.

Prerequisite for the support of the module is at least the use of Vectron POS 6.4.4.0 or higher, Duratec POS Gastronomie Germany 2.2.14.0 or higher, Duratec POS Multi Business Germany 1.5.14.0 or higher or Duratec POS Gastronomie Austria 1.9.8.0 or higher.

