

General Terms and Conditions (Ts&Cs)

Partners (01.01.2022)

Important Note:

Only the original German versions are binding. Translated versions are for reference purposes only.

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Preamble

W4F GmbH (LLC), a company of the Fintech Payment Solutions Group, operates an electronic platform ("marketplace") that is used by online retailers, stationary retailers and other companies and establishments ("partners") for the sales of goods and services to customers ("customers"). The following General Terms and Conditions ("GTC") regulate the use of the marketplace by the partners.

A. General provisions

01. Contracting partners and scope of application

1.1 The contracting partner of the partner is W4F GmbH, Leopoldstrasse 244, 80807 Munich ("platform operator").

1.2 The GTC apply to all partners who are registered from the aforementioned date of online publication or to existing partners who have agreed to their validity.

1.3 Contracts for the purchase of goods and services through the marketplace are concluded exclusively directly between the partner and their customers. The advertisements published on the marketplace in no case represent offers by the platform operator. The platform operator

is neither an agent nor a representative of the partners, nor a buyer or seller of the goods and services offered on the marketplace. The partners have exclusive responsibility for the contents of advertisements on the marketplace, the fulfilment of the legal labelling duties, the mandatory legal information and confirmation obligations for distance selling, the duty of information for the legal right to withdrawal and the contents of their terms and conditions, as well as all other obligations in connection with the initiation, implementation and handling of contracts between customers and partners.

1.4 General terms and conditions or other deviating terms of the partner only apply if the platform operator has explicitly acknowledged them in writing. The validity of individual conditions or clauses of the partner that deviate from or are supplementary to these GTC is excluded, even if the platform operator has not specifically objected to them.

02. Registration and contract conclusion

2.1 Use of the marketplace requires registration by the partner, including acceptance of these GTC. Registration is exclusively online via the website www.wee.com or the app for mobile devices ("app"). The partner must fill in the registration form in full, carefully and truthfully.

2.2 Registration is also on the condition of acceptance of the General Terms and Conditions of Mangopay S.A., Luxembourg ("Mangopay" www.mangopay.com) as the payment service provider, as well as of dedified Germany UG ("dedified" www.dedified.com) as the technical service provider of the platform operator.

2.3 Registration as a partner is only possible for entrepreneurs as defined by § 14 BGB (Civil Code).

2.4 After sending the registration request, the partners receive an e-mail to their stated e-mail address, containing a link for confirming the registration. Only when this link is activated does a contract come into effect between the partner and the platform operator, if the partner fulfils the terms of use. Acceptance of the registration application can be refused by the platform operator without stating grounds.

03. Partner area, inactivity

3.1 After concluding the registration, the personal user area of the partner ("partner area") is activated on the marketplace. In addition, after successfully setting up a payment account at the payment service provider through the partner area, the partner receives access to their payment account ("payment account") for carrying out payment transactions. Partners can access their payment account with their user name and password via the app or via the website www.wee.com. The user name and password are set by partners themselves as part of the registration process. The platform operator cannot change data in the partner area.

3.2 The platform operator will ensure compliance with the obligations of the General Data Protection Regulation. Details are set out in the data privacy policy which is to be acknowledged as part of the registration.

3.3 The platform operator may deactivate the partner area in full or in part without notice in the following cases:

- The deactivation is in the presumed interest of the partner (e.g. in case of unlawful use by third parties),
- there are founded doubts about the partner's compliance with contractual duties,
- there is a founded suspicion that the partner is misusing or has misused the partner area, i.e. for illegitimate or improper purposes, or is damaging the platform operator, customers or other third parties.

3.4 The partner is notified immediately of any deactivation. The deactivation can be upheld until the reason for the deactivation no longer applies.

3.5 If the partner is responsible for the cause of the deactivation, they can be charged fees up to EUR 50 and any further costs to the platform operator for the deactivation and activation. The partner has the opportunity to prove the occurrence of lesser or no damage at all; in this case the fee or cost reimbursement is reduced accordingly.

3.6 If there are no activities by the partner in the partner area for a period of more than 12 months, the platform operator is entitled to charge fees in accordance with the applicable table of fees. If no credit is available on the payment accounts for more than 12 months, the contract may be cancelled.

04. Duties of the partner

4.1 Changes to personnel or company-related data of the partner are to be entered without delay through the partner area.

4.2 The partner shall follow all the security instructions and other duties of care recommended by the platform operator, especially the protection of all equipment used against unauthorised access by third parties, the regular securing of data against data loss, as well as the safe keeping of access data, passwords and PIN codes, which may not be passed on to third parties.

4.3 The partner is obliged to inform the platform operator immediately in case of the loss of access data or passwords, or other indications of misuse of their partner area. Alternatively they can contact Mangopay directly.

05. Fees

Use of the marketplace and of weePay, as well as the weePayPLUS system, is payable. Fees are due for the payment procedures set out in the overview of fees, which is part of these GTC.

B. weePay and weePayPLUS

06. Payment transactions

6.1 Use of the marketplace is conditional on participation in the payment transaction system provided by Mangopay. Payment transactions are carried out exclusively by Mangopay. It is necessary to open a payment account at Mangopay for this purpose, in which the partners must cooperate. Details are available in the Mangopay contract terms which must be acknowledged when registering. Partners are supported by dedified when opening a payment account, whose contract terms must also be acknowledged.

6.2 The use of the weePay system requires a separate declaration by the partner. Use is payable, with fees determined according to the applicable overview of fees.

6.3 Upon request, partners must prove their identity to Mangopay for the purpose of combating money laundering, in accordance with the General Terms and Conditions of Mangopay. The required documents are uploaded via the app.

6.4 The payment account is operated in "WEE", i.e. on the marketplace euros are referred to as WEE. A WEE is a euro, a hundredth of a WEE is a euro cent. Credit on the payment account is not subject to interest.

6.5 For every partner, Mangopay operates three accounts. A commission account, a prepaid account and a settlement account. Commission payments are paid to the commission account

according to turnover by this partner on the marketplace. The inpayments of the partner for the cashback are credited to the prepaid account, if the partner is participating in weePayPLUS, and the granted cashback is debited. All other payment transactions of the partner are handled through the settlement account.

07. weePayPLUS

7.1 Use of the cashback system weePayPLUS is optional and requires a separate declaration by the partner. Use is payable, with the fees determined according to the applicable overview of fees.

7.2 With the use of weePayPLUS, the partner is obliged to grant customers cashbacks for the transactions determined by the partner. The cashback must amount to at least 1.0% of the gross turnover of the transaction. The cashback rates are published on the app and on the website www.wee.com. If there is a cashback sum with four or more decimal places, it is rounded up to the fourth decimal place.

7.3 The cashback is to be paid out immediately for stationary transactions. For online transactions, it is paid out after expiry of any legal withdrawal periods. Payments must amount to at least 1/100 WEE. Amounts smaller than 1/100 WEE are recorded by the platform operator, indicated to the customer and are to be paid out as soon as the total sum of the cashback exceeds 1/100 WEE. After being credited to the payment account of the partner, the cashback cannot be claimed back even if the transaction is rescinded.

08. Customer cards

8.1 Partners can obtain customer cards ("weeCards") from the platform operator and distribute them to potential customers. weeCards can be issued in the form of physical customer cards or through an invitation link.

8.2 The acquisition of weeCards can incur costs for the partner. weeCards are not payment cards.

09. Accounting

9.1 The platform operator provides to the partner monthly in the partner area an overview of the transactions and payments between them.

9.2 The partner is responsible themselves for accessing and acknowledging the statement.

9.3 The partner explicitly acknowledges the statement as binding if they do not raise an objection to the platform operator within four weeks of its provision in the partner area.

9.4 If the partner is based outside of Germany, the invoicing by the platform operator is without VAT. In this case, the partner shall apply the reverse charge procedure, make an appropriate VAT statement and pay any due VAT themselves.

C. Other provisions

10. Intellectual property, advertising means and other bonuses

10.1 All intellectual property rights (including copyrights, patents, trademarks, domain names etc., whether registered or not) are the property of the platform operator or their licensor.

10.2 Logos, trademarks, texts and other content on the website www.wee.com or on the app are protected by trademark and copyright law. Partners may not use materials, content or trademarks of the platform operator - in full or in part - in no form and in no manner for their own purposes, especially copying, distributing, selling, licensing, publishing, streaming, publicly

performing or presenting, transmitting, revising, amending, processing, translating, adapting or other unauthorised use.

10.3 All presentation, advertising, training and film materials etc. (including slides) of the platform operator or a member of the corporate group are protected by copyright. Without the explicit written consent of the platform operator, they may not be used in full or in part - in whatever form - and especially not copied, distributed, made publicly accessible or processed, insofar as this is not explicitly permitted according to these GTC or are made available to the partner by the platform operator for advertising purposes only.

10.4 Intellectual property, especially software, associated with the platform and its services remains with the platform operator or the respective rights holder. The partner receives a non-transferable and non-exclusive right to use these rights for the contractual purpose, restricted to the duration of their registration. The partner is not entitled to further rights.

10.5 All free advertising means and other benefits from the platform operator can be revoked at any time with effect for the future.

10.6 In business transactions, the partner may not convey the impression that they are acting in the name of the platform operator. The partner is not permitted to carry out transactions by order of or in the name of the platform operator and/or to enter into obligations. In particular, the partner is not permitted without the prior written permission of the platform operator to reply to media enquiries about the platform operator or members of the corporate group, about the contract products, the distribution system or other services in connection with this contract. The partner is obliged to forward any media enquiries in this respect to the platform operator without delay.

10.7 The partner agrees to the platform operator including protected hallmarks, such as especially logos of the company, of products or services of the partner, on their website and the app. This inclusion serves as a reference to the partner and the organisation of the marketplace. The partner also declares their agreement to the platform operator making and publishing photographs or advertising films of the business premises of the partner.

11. Contract breach, liability and indemnification

11.1 The partner shall remedy breaches of contract provisions or legal regulations without delay when they become known, at the latest within 14 days of a request by the platform operator.

11.2 The partner is liable for all damages caused to the platform operator through a culpable infringement of contract provisions or legal regulations by the partner.

11.3 The partner is obliged to indemnify the platform operator in case of claims against the platform operator by third parties due to the culpable infringement of contract provisions or legal regulations by the partner. In particular, the partner is obliged to assume commensurate and typical costs, especially solicitor, court and other costs associated with legal prosecution, incurred justifiably to the platform operator in relation to this.

12. Warranty

12.1 The platform operator is obliged towards the partner to operate the marketplace according to the provisions of this contract and with all due care, making the best effort to ensure the continuous and faultless availability of their services.

12.2 The platform operator assumes no warranty for the continuous functioning of the services without interruptions or faults, nor specific transmission times and speeds, the constant avail-

ability of the website www.wee.com, content and services provided by third parties or other partners, absolute protection of the marketplace against unauthorised access, protection against harmful software, viruses, spamming, trojans, phishing attacks and other criminal offences by third parties, as well as data loss due to faults.

12.3 For carrying out technical measures (server, capacity limits, maintenance, security, app updates etc.), the platform operator reserves the right to restrict their services temporarily.

12.4 The platform operator assumes no warranty for the creditworthiness of customers, for their service performance or for the fulfilment of duties pertaining to the transaction between the customer and partner. Nor does the platform operator warranty that a certain number of customers are linked to the marketplace.

13. Liability of the platform operator

13.1 For damages caused to the partner by the platform operator, a legal representative or vicarious agent, the platform operator is only liable in case of intent and gross negligence. Exceptions to this limitation of liability are damages involving injury to life, limb or health, as well as the breach of cardinal duties. Cardinal duties include duties whose infringement would threaten the respective contract purpose and on fulfilment of which the partner is entitled to rely.

13.2 The platform operator assumes no responsibility or liability for the content, correctness, completeness or up-to-dateness (including the availability of products and services) of the advertisements posted by the partners, nor for the conclusion, fulfilment or enforceability of a contract concluded through the marketplace between a partner and a customer. Nor is the platform operator liable for the products and services offered on the marketplace (neither pertaining to warranty and guarantee nor to damage compensation, product liability or other legal regulations).

14. Confidentiality

The partner is obliged to maintain confidentiality regarding the confidential information made known to them through contract negotiations and contract implementation, as well as product and project secrets. Confidential information, product and project secrets are those referred to as such by the platform operator, or that are not already publicly known, or of which the partner gains knowledge through third parties in a manner that contravenes contractual or legal regulations.

15. Complaints management, mediation

15.1 Partners can contact the complaints management of the platform operator by telephone, in writing or in text form at the following details:

By post: W4F GmbH,
Beschwerdemanagement (Complaints Management)
Leopoldstraße 244, 80807 Munich
By e-mail: service.de@wee.com

15.2 The handling of complaints is free of charge. The partner receives written information by e-mail about whether the complaint can be resolved. If the complaint cannot be resolved, reasons are provided with the information.

15.3 If complaints from partners cannot be resolved through the channels stated under par. 1, each of the parties can apply for a mediation procedure for an extrajudicial resolution of the dispute. The platform operator is prepared to cooperate with the following mediators to achieve an extrajudicial dispute resolution with partners:

IHK MediationsZentrum
80323 Munich
E-mail: info@muenchen.ihk.de
Tel.: +49 (89) 5116-0

15.4 The platform operator will assume an appropriate proportion of the costs of a mediation process. The amount of the appropriate proportion is determined on the basis of a proposal by the mediator, under consideration of all the relevant elements of the respective case, especially the validity of the claims by the disputing parties, the facts from the parties, as well as the size and financial status of the parties in relation to each other.

15.5 A mediation procedure is voluntary. The initiation of a court procedure, during or after a mediation procedure, remains reserved. The platform operator will participate in good faith and trust in all mediation procedures initiated by partners.

15.6 On request by the partner, before or during the mediation the platform operator will compile information about the functioning and effectiveness of the mediation in connection with their activities.

16. Duration and termination of the contract, termination consequences

16.1 Subject to any changes, these GTC apply for an indefinite period.

16.2 The contract ends automatically with the death of the partner if the latter is a natural person as a company owner or - for a legal entity - with their deletion from the commercial register.

16.3 A partner can terminate this contract at any time with a notice period of 30 days. The text form is sufficient.

16.4 The right of both parties to terminate the contract without notice on important grounds remains unaffected. An important reason

16.4.1 for the platform operator is in particular if

- (i) there are indications that the partner is using the services of the platform operator for purposes in breach of the contract or the law;
- (ii) a responsible court or a responsible authority issues a legally binding instruction to the platform operator to no longer provide the services to the partner;
- (iii) there are reasons to assume that the partner made incorrect or incomplete statements when concluding the contract;
- (iv) the partner is in payment or service default despite repeated reminders;
- (v) overriding public interests demand it;
- (vi) letters and dispatches to the partner are returned with the indication "no longer at this address", "deceased", "not accepted", "unknown" or such like and the partner does not rectify the incorrect data within 30 days of a request;
- vii) the partner does not meet their obligations as defined by clause 4 within the set deadline and after a breach of duty the same or a comparable culpable infringement recurs later;
- viii) the partner area is deactivated for reasons for which the partner is responsible and the cause is not remedied within 14 days after receipt of a respective request;
- (ix) insolvency proceedings are opened against the partner, the opening is rejected due to a lack of assets, the partner becomes insolvent or a respective declaration of insolvency is issued in relation to a legal enforcement.

16.4.2 An important reason for the partner is in particular if:

- (i) the platform operator culpably commits an ongoing and significant breach of contract and does not rectify it despite a written warning from the partner granting an appropriate grace period;
- (ii) an insolvency procedure is opened against the platform operator, the opening is rejected due to a lack of assets, the platform operator becomes insolvent or a respective declaration of insolvency is issued in relation to a legal enforcement.

16.5 In case of a contract termination, the parties mutually offset their claims and dues. All amounts payable by a party at the time of contract termination are to be settled immediately.

17. Amendments of the GTC

17.1 The platform operator reserves the right to amend these GTC at any time if justified by the legitimate interests of the platform operator. Amendments are notified to the partner in an appropriate form and are considered accepted, if no objection is raised, 30 days after notification. If a partner objects to an amendment, the platform operator has the right to terminate the contractual relationship ordinarily with a notice period of 10 working days. The text form is sufficient.

17.2 The partner shall accept amendments to the contract terms on technical and operational grounds, insofar as these are advantageous for the partner or only cause a negligible reduction in performance, without affecting the content of the contractual relationship. In addition, amendments are permissible that become necessary following legal regulations (e.g. GwG - Money Laundering Act, regulatory law, tax law etc.) or judicial decrees.

18. Applicable law and place of jurisdiction

18.1 These GTC are exclusively subject to German law under the exclusion of conflict of laws and under exclusion of the UN Convention on Contracts for the International Sale of Goods.

18.2 The non-exclusive place of jurisdiction for disputes relating to these GTC is Munich.

19. Other agreements

19.1 The partner agrees that the platform operator may communicate with the partner by e-mail or through the publication of notifications on the current website or through the partner area. The partner is obliged to set up and maintain their e-mail account so that the receipt of any communication is assured.

19.2 Ancillary agreements, amendments or additions to these GTC, special provisions or other contract documents must be made in writing in order to be valid, notwithstanding stricter legal regulations. This also applies to the waiving of the written form requirement.

19.3 The platform operator explicitly reserves the right to appoint third parties for the fulfilment of their duties pertaining to this contract or to transfer business operations in full or in part to third parties. In addition, the platform operator may transfer the contract to third parties without the consent of the partner.

19.4 The partner may transfer individual or all rights and duties pertaining to this contract to third parties only upon written consent by the platform operator.

19.5 These GTC were compiled in the German language. The German language is decisive for any required interpretations. Every translation only serves the purpose of clarification and is not legally binding.

19.6 If one or more clauses of these GTC should prove to be invalid, this does not affect the validity of the remaining clauses and of all contracts concluded under these GTC. The invalid clause shall be replaced by a valid clause that comes the closest to the purpose of the original clause. This applies equally to loopholes.

Annex overview of fees



weePay for partners

Fee overview – transparent and fair

What does weePay cost me?



weePay services	Fee ¹
activation of weePay	€ 99 ² one-time activation fee
annual follow-up fees	nil
monthly basic fee	nil
transactions with weePay	free of charge (also for the customer)
payments to a bank account	0.5 % of the payout amount
KYC / UBO process	free of charge

What does weePayPLUS cost me?



weePayPLUS services	Fee ¹
activation of weePayPLUS	€ 179 ² one-time activation fee
annual follow-up fees	nil
monthly basic fee	nil
transactions with weePayPLUS	Service fee 30 % of the awarded cash-back to a maximum of 3 % from the shopping cart
payments to a bank account	free of charge
KYC / UBO process	free of charge

¹ November 2021 – the fees from the current fee information always apply. ² if necessary, additional statutory VAT.

Inactive Account maintenance fees:

If inactive for more than 12 months, a service fee of 5 € pm is charged (until the available balance is used).

How to earn money with weePay:

earn 10% commission on all service fees on purchases made at other affiliates by weeCustomers you introduce.