

General Terms and Conditions for Card Acquiring

These General Terms and Conditions apply to all Merchants that accept card payments via Clearhaus.

1. Definitions

Merchant	The legal entity to this agreement that has entered into an agreement with Clearhaus for the processing of card payments.
Parties and Party	Clearhaus and the Merchant are jointly referred to as the “Parties” and individually as a “Party”.
Cardholder	The person (the Merchant’s customer) to whom a Card has been issued.
Card	Payment cards covered by this agreement, including Visa or Mastercard.
Main Agreement	The Main Agreement constitutes the entire contractual basis between the Merchant and Clearhaus, consisting of the Acquiring Agreement, these General Terms and Conditions for Card Acquiring, the international rules of the Card Schemes, and the Merchant’s application to Clearhaus.
Acquiring Agreement	The document specifying prices and other terms applicable between the Merchant and Clearhaus.
Card Scheme	Visa and/or Mastercard.
TSP (Technical Service Provider)	A company acting as a technical intermediary between Clearhaus and the Merchant.
Card Issuer	The Cardholder’s bank.
Business model	The business activity stated by the Merchant in the application and specified in the Acquiring Agreement.

2. Contractual basis and communication

2.1 The Main Agreement constitutes the legal basis for the cooperation. Clearhaus only enters into agreements with Merchants that carry out commercial or independent business activities. The services may not be used for private purposes.

2.2 Clearhaus' conclusion of the agreement with the Merchant is based on a thorough credit assessment. Clearhaus is entitled to obtain credit information regarding the Merchant and its ownership structure and to request the Merchant to provide necessary information for the ongoing assessment of the customer relationship. Clearhaus is entitled, without notice, to physically inspect the Merchant’s premises and warehouses as part of the ongoing credit assessment. The assessment includes the Merchant’s premises, servers, data, inventories, business procedures, etc. The costs of the inspection shall be borne by the Merchant.

2.3 All communication relating to the Main Agreement must be in Danish or English. All correspondence shall, as a general rule, be in writing via email or via the technical platform “My Clearhaus”.

2.4 Upon entering into the agreement, the Merchant consents that Clearhaus may contact the Merchant by email or telephone.

3. Amendments to the General Terms and Conditions for Card Acquiring

3.1 The current version of the General Terms and Conditions for Card Acquiring can at any time be found at <https://www.clearhaus.com/terms/>.

3.2 Amendments to the General Terms and Conditions for Card Acquiring shall be notified to the Merchant in text form no later than two (2) months before the proposed effective date via My Clearhaus.

4. Clearhaus' services

4.1 Clearhaus provides the following services to the Merchant:

- a) processing of authorization requests,
- b) registration and processing of card payments,
- c) settlement of completed card payments, and
- d) handling of disputes from Card Issuers and Cardholders.

4.2 Clearhaus is an authorized payment institution licensed by and supervised by the Danish Financial Supervisory Authority (Finanstilsynet). Clearhaus is also a principal member of Visa and Mastercard.

5. The Merchant's obligations

5.1 General obligations

The Main Agreement with Clearhaus may only be used within the scope of the approved Business Model and the stated URL(s) as specified in the application and stated in the Acquiring Agreement. Any breach thereof will result in a fee of 3% of the completed transaction volume, however not less than DKK 5,000. This will be charged to the Merchant.

5.2 The Merchant warrants that Clearhaus' services are used solely for lawful purposes, and that the Merchant at all times complies with all applicable legislation, including in particular provisions on consumer protection and distance selling.

5.3 Duty to provide information

The Merchant shall immediately and in writing notify Clearhaus of any material change in the Merchant's circumstances, including but not limited to:
the Merchant's ownership structure, executive management, board of directors, registration number, legal form, sale or cessation of the business, address, email address, telephone number, account number, URL, industry, business model (including new business areas), significant changes in product range, pricing as well as sales and delivery terms, by email to

hello@clearhaus.com. The above is non-exhaustive.

5.4 Material changes may result in a revised credit assessment by Clearhaus. A revised credit assessment may affect the terms of the Acquiring Agreement and may, among other things, result in Clearhaus determining and reserving an amount to cover any potential losses (reserves).

5.5 Any change to the Acquiring Agreement between Clearhaus and the Merchant must be in writing. Clearhaus may amend the agreement with thirty (30) days' notice. The notice period may, however, be shorter if the amendment is due to a revised credit assessment or requirements from the competent supervisory authority or the Card Schemes. Notification of amendments is made electronically. The Merchant will be bound by the amendment unless, within 10 days of the notification, the Merchant notifies Clearhaus that the amendment cannot be accepted.

6. Use of the card system

6.1 The Merchant is obliged to notify Clearhaus of which TSP is used. The use of a TSP does not release the Merchant from liability towards Clearhaus, and the Merchant is liable for errors committed by the TSP used.

6.2 The Merchant must ensure that relevant personnel (typically personnel working with receiving payments as well as bookkeeping and customer complaints) are at all times familiar with the rules for use of the card system and are kept continuously informed thereof. At Clearhaus' request, relevant personnel must participate in courses on card payments. The costs thereof shall be borne by the Merchant.

6.3 In the event of suspicion or confirmation that unauthorized access has occurred to the Merchant's systems containing card data, Clearhaus must be notified immediately. The Merchant is liable for any loss as a result thereof,

including in particular any fine or fee from the Card Schemes that may be imposed on Clearhaus as a result thereof. In the event of compromise of card data, Clearhaus will, at the Merchant's expense, request an external security firm to investigate the incident and its causes and consequences.

7. The Merchant's technical obligations

7.1 The Merchant is responsible for procuring, installing and maintaining all hardware, software and internet connection necessary to use Clearhaus' services.

7.2 It is strictly prohibited for the Merchant to gain unauthorized access to Clearhaus' data or systems, to attempt to alter, decompile or otherwise manipulate Clearhaus' software, or otherwise misuse Clearhaus' IT infrastructure. Any form of security testing, including penetration and load testing, directed at Clearhaus' systems requires Clearhaus' prior written approval.

8. Processing of transactions

8.1 The processing of a transaction consists of an authorization and a payment. The authorization involves the Merchant, via Clearhaus, requesting confirmation from the Card Schemes that the Card is valid and that there are sufficient funds for the requested amount on the Cardholder's card. If confirmed, the amount is reserved on the Card, and the Merchant receives an authorization number for the relevant transaction. A payment is carried out by the Merchant requesting Clearhaus to debit the reserved amount on the relevant Card, also called a capture.

8.2 A payment must not be completed before the goods or services have been delivered or dispatched to the Cardholder.

8.3 The Merchant is obliged to accept all relevant types of Visa and Mastercard.

8.4 When processing a transaction, the following information must be sent to Clearhaus: card

number, card expiry date, amount and security code.

8.5 If for security reasons in the card payment systems, Clearhaus finds it necessary, Clearhaus may at any time impose additional requirements for submission of data regarding each transaction. After completion of the transaction, it is the Merchant's obligation to provide a receipt to the Cardholder. The Merchant must retain all relevant information regarding the transaction for a minimum of 2 years.

9. Prohibited transactions

9.1 Only transactions permitted under the Main Agreement, including in particular the Card Schemes' laws and rules, may be processed. Examples of transactions that are not permitted include: payment received for a third party, payment for goods/goods groups/industries (see in particular the MCC code) that are not mentioned in the Acquiring Agreement, payment of debt (a Cardholder paying for a previously received good), MOTO transactions, payments that may harm the reputation and/or trademark of the Card Schemes and/or Clearhaus, payments for sales that are not in accordance with laws, Clearhaus and Cardholders, as well as payments for services that may constitute an infringement of copyrights.

9.2 Breaches hereof will be regarded by Clearhaus as material breach of the Main Agreement and may result in immediate termination.

9.3 Breach of the Main Agreement may furthermore result in Clearhaus being imposed a significant fine by the relevant Card Scheme. The Merchant will be held directly liable for this, and Clearhaus will charge the fine, and thus the Merchant, an administration fee of 25%.

10. Refunds

10.1 The Merchant's refund of a transaction to the Cardholder (typically upon return of purchased goods) may only be made as full or partial settlement of a previously completed card payment. The Merchant must use the same card for the refund as was used for the original purchase, and the refund must not exceed the value of the original transaction.

10.2 Refunds may only be processed via Clearhaus if the original transaction was processed via Clearhaus. This implies that cash must not be paid out and that a bank transfer must not be made to the Cardholder.

11. Disputes

11.1 A Cardholder may dispute a transaction with the Card Issuer, who contacts Clearhaus. The reason for a dispute may include, among other things, that the Cardholder denies knowledge of the transaction, that the payment was processed in another way, that the Cardholder has not received the agreed goods or service, that the Cardholder has returned the received goods, or that the processed payment is higher than agreed.

11.2 The Merchant is obliged, immediately upon Clearhaus' request, to provide all relevant documentation relating to the disputed transaction. If the Merchant cannot substantiate its entitlement vis-à-vis Clearhaus, Clearhaus may choose to return the payment to the Cardholder. Clearhaus' decision in the matter is final and cannot be brought before the courts.

11.3 The Merchant is obliged to provide a high level of service towards the Cardholder so that disputes are avoided. An excessively high number of disputes may result in a fine from the Card Schemes to the Merchant. These fees will be passed to Clearhaus, which will always charge them to the Merchant, who is liable therefor, plus an administration fee of 25% of the amount of the fee.

11.4 At Clearhaus' request, the Merchant shall, at its own expense, participate in courses and programs with a view to minimizing disputes.

12. Fees and adjustments

12.1 All applicable fees are specified in the Merchant Agreement. A complete and updated list of standard fees is available at clearhaus.com/dk/prices. All prices and fees are exclusive of VAT, duties, and taxes.

12.2 The Merchant acknowledges that certain fee elements, specifically Interchange Fees and Card Scheme Fees, are determined by third parties and regulatory bodies. As these costs are variable by nature and cannot be determined by Clearhaus in advance, Clearhaus is entitled without notice to adjust the fees payable by the Merchant to reflect the actual change in such costs or the introduction of new fees. Such adjustments shall be limited strictly to reflect the actual change in external cost elements, and no increase in Clearhaus' own margin is permitted under this clause.

12.3 Adjustments made pursuant to clause 12.2 to reflect variable external costs are implemented automatically and do not require prior notification, as these costs are an inherent variable of the pricing model. Clearhaus shall only provide thirty (30) calendar days prior notice for significant structural changes to the Card Schemes' general fee schedules that are announced in advance. For changes to Clearhaus' own margin or Blended rates, the notice period in clause 12.4 shall apply.

12.4 For changes to fees that are not governed by clause 12.2 (i.e., changes to Clearhaus' own margin or Blended rates), Clearhaus may change such fees with at least thirty (30) days' written notice.

12.5 Upon the Merchant's written request, Clearhaus shall provide information regarding the relevant changes in Interchange Fees or Card

Scheme Fees. Clearhaus may fulfill this obligation by referring to official the publications from Card Schemes.

12.6 All fees, fines, and other charges are offset against Clearhaus' current payments to the Merchant. If the Merchant charges a fee (surcharge) to the Cardholder for a transaction, this must be clearly disclosed to the Cardholder before the transaction is approved. The Merchant is responsible for complying with national and European regulations regarding surcharging.

13. Settlement and reserves

13.1 Settlements for completed payments to the Merchant are made periodically as stated in the Acquiring Agreement. Settlements are made subject to deduction of fees, fines, refunds, disputes and reserves.

13.2 If a negative balance appears from the account statement, the outstanding amount becomes due for immediate payment. In the event of late payment, Clearhaus is entitled to charge default interest and to charge the Merchant all costs associated with the recovery of the outstanding amount.

13.3 The reserves are defined in the Acquiring Agreement. If a renewed credit assessment gives rise to this, Clearhaus may change the reserve calculation. Clearhaus does not pay interest on amounts withheld as reserves.

13.4 The Merchant is obliged to reconcile Clearhaus' settlement calculations as soon as possible with its own bookkeeping. Objections to Clearhaus must be made no later than thirty (30) days after the end of the month in which the posting took place. The Merchant must, on its own initiative, retrieve account statements at clearhaus.dk.

14. Term and Termination

14.1 The Merchant may at any time terminate the Main Agreement with Clearhaus with immediate

effect. Clearhaus may terminate the Main Agreement with three (3) months' notice.

14.2 Clearhaus may terminate the Main Agreement with immediate effect in the event of the Merchant's material breach. Material breach includes, among other things:

- a) any breach of a material obligation which is not remedied within a short period after written demand from Clearhaus.
- b) provision of incorrect or misleading information, or concealment of material circumstances in connection with entering into the agreement or the ongoing cooperation.
- c) material deterioration of the Merchant's financial situation, including insolvency, bankruptcy or restructuring.
- d) justified suspicion of fraud, money laundering, terrorist financing or other unlawful activities where the Merchant does not immediately present satisfactory documentation to refute the suspicion.
- e) inactivity where the Merchant has not completed transactions for a period of more than thirteen (13) months.
- f) an unacceptably high level of declined transactions or disputes.

14.3 Clearhaus is furthermore entitled to terminate the Main Agreement with immediate effect if:

- a) the competent supervisory authority requires that the cooperation ceases.
- b) Clearhaus no longer offers one or more payment methods, or third-party providers no longer supply the relevant payment method.

14.4 The Card Schemes may, on their own initiative, terminate the agreement at their discretion with immediate effect.

14.5 Upon termination of the Main Agreement, Clearhaus is entitled to withhold the Merchant's balance during the period in which disputes may arise (the dispute period).

15. Safeguarding measures

15.1 Clearhaus is entitled to implement safeguarding measures with immediate effect (in particular to deactivate one/several and/or all payment methods agreed in the Acquiring Agreement) and/or to cease and/or temporarily suspend its services (in particular payouts) if the Merchant commits a material breach of the Acquiring Agreement, especially if one of the causes for termination pursuant to Section 14 of these terms exists, and/or:

- (1) the Merchant's financial results or its ability to fulfil orders or make refunds to Cardholders has materially deteriorated.
- (2) an increase in the number of disputes or refunds, and/or the Merchant does not have sufficient coverage in the account to cover the expected disputes/refunds of transactions.
- (3) there is a justified suspicion of money laundering or terrorist financing.
- (4) if it is necessary to comply with applicable legislation or an order from an authority; or
- (5) other circumstances exist (e.g. force majeure) which make it necessary for Clearhaus to immediately implement safeguarding measures and/or refuse to deliver services.

15.2 If one or more breaches exist pursuant to the preceding Section 15.1 of these terms, Clearhaus is entitled, until the circumstances of the case have been fully and satisfactorily clarified, or the aforementioned circumstances have ceased, to implement all necessary safeguarding measures, in particular:

- (1) to carry out additional measures.
- (2) to determine rules for transactions and/or payment methods.
- (3) to block one, several or all payment methods, countries and/or the Merchant's access to the Clearhaus system.
- (4) to withhold or suspend payouts to the Merchant, including the right to withhold amounts received in escrow accounts.

15.3 To the extent legally permitted and reasonable, Clearhaus undertakes to inform the

Merchant in advance of the reason for the safeguarding measures to be implemented and to lift such measures without undue delay as soon as the prerequisites for the safeguarding measures cease to apply.

16. Liability

16.1 General liability

(1) The Parties are only subject to unlimited liability:

- a) in case of intent and gross negligence.
- b) pursuant to mandatory legislation.

16.2 Limitation of liability

(1) Clearhaus is only liable for its own acts or omissions and not for acts or omissions committed by third parties. This disclaimer expressly applies to acts or omissions committed by Card Schemes and third-party providers, and to events or activities arising outside Clearhaus' systems (e.g. technical access to Clearhaus' connection interfaces or other technical equipment within the Merchant's area of responsibility, internet outages or outages in third-party systems), unless such events were caused with intent or gross negligence on the part of Clearhaus.

(2) Clearhaus is not liable for loss of data or other disruptions or damage caused by the Merchant's failure to comply with the specifications for the technical platform My Clearhaus. In the event that transaction data is lost in My Clearhaus, Clearhaus is not liable for the part of the loss attributable to the absence of a correct backup performed by the Merchant or by the third party engaged by the Merchant on the Merchant's own systems or the third party's systems before the transfer.

(3) If the Merchant has contributed to the occurrence of the loss through intentional or negligent conduct, the principles of contributory negligence shall determine to what extent Clearhaus and the Merchant are liable for the loss.

(4) Neither Party is liable to the other for loss of profit, indirect loss or any other form of

consequential loss, such as loss of revenue or business, loss of expected savings, loss of or damage to reputation, loss of right of use, or damage to software, data or information. In addition, neither Party is liable to the other for unforeseeable loss or loss which is not of a type typical for this kind of agreement, including indirect damages, punitive damages or consequential damages.

(5) To the extent that statements, undertakings or warranties relating to Clearhaus' provision of services are set out in the Acquiring Agreement or any appendices, these do not constitute a guarantee in a legal sense.

16.3 Indemnification

(1) The Merchant shall indemnify Clearhaus upon demand against all claims from third parties in connection with:

a) non-compliance with terms and obligations from the third-party providers that Clearhaus must involve in order to provide the service due to the nature of the service (e.g. Card Schemes).
b) the Merchant's non-compliance with applicable legislation, including in particular obligations pursuant to regulatory requirements and data protection legislation. The indemnity also includes fines and other sanctions imposed on Clearhaus, court fees and other legal costs as well as reasonable and customary costs for Clearhaus' legal assistance.

(2) Clearhaus shall indemnify the Merchant against claims from third parties (including reasonable attorneys' fees) if and to the extent claims are brought against the Merchant alleging that such third parties hold intellectual property rights in Clearhaus' systems. It is a condition for this indemnification that the Merchant immediately notifies Clearhaus in writing of such claims and, upon request, leaves the full legal and out-of-court defence of the claims to Clearhaus.

17. Force Majeure

17.1 If a Party's performance of its obligations under the Acquiring Agreement is prevented by circumstances beyond the Party's control – for

example lightning, fire, sabotage, earthquake, flooding, explosion, embargo, war, pandemic, terrorism, riot, government intervention, changes in legislation, strike, failure of communication or transport networks, significant changes in exchange rates, or natural disasters – the Parties are exempt from liability until the circumstance preventing performance has ceased.

17.2 If one of the Parties, as a result of the above circumstances, is prevented from performing its obligations for a period of more than thirty (30) days, each Party is entitled to terminate the Acquiring Agreement with immediate effect, without this giving rise to liability for damages.

18. Confidentiality

18.1 The Parties undertake not to disclose confidential information to third parties during the term of the Acquiring Agreement and for a period of two (2) years thereafter, unless the other Party's written consent has been obtained. Received confidential information may only be used for the performance of the Main Agreement.

18.2 "Confidential Information" is defined as any information that one Party discloses or makes available to the other Party (the "Receiving Party") pursuant to the Acquiring Agreement. This specifically includes all information, data, trade secrets, documents and materials belonging to a Party or an affiliated company as defined in Sections 6 and 7 of the Danish Companies Act, regardless of whether the form is tangible or intangible (including written, oral and electronic form), and regardless of when or how the information has been disclosed. For the avoidance of doubt, Confidential Information also includes technical, commercial or other information from third parties, unless there is an objective and reasonable basis to assume that such information is not confidential. The Receiving Party acknowledges that Confidential Information constitutes a trade secret pursuant to the Danish Act on Trade Secrets.

18.3 The following information is not considered Confidential Information:

- a) information which is or becomes publicly known without this being due to a breach of the Receiving Party's confidentiality obligation.
- b) information which the Receiving Party can document to have been in lawful possession of prior to receipt.
- c) information which the Receiving Party is obliged to disclose pursuant to applicable law, stock exchange regulations, court decisions or orders from the competent supervisory authority; or
- d) information which the Receiving Party has received from a third party that was not itself subject to a confidentiality obligation regarding the relevant information.

18.4 This clause applies to all information about third parties, including end-user information, to the extent it is obvious that disclosure of the aforementioned information is undesired by the third party. To the extent permitted by applicable law, the Parties are entitled to disclose Confidential Information to sub-contractors, external consultants and affiliated companies as defined in Sections 6 and 7 of the Danish Companies Act, provided that such parties are subject to confidentiality agreements equivalent to the obligations in this Acquiring Agreement.

18.5 A Party's affiliated companies as defined in Sections 6 and 7 of the Danish Companies Act are not considered third parties or third-party providers for the purposes of this clause. Clearhaus is furthermore entitled to disclose Confidential Information to subcontractors or third-party providers (cf. Section 6), provided that this is necessary for the (possible) performance of the Agreement, and that confidentiality agreements have been entered into with such subcontractors or third-party providers.

19. Data Protection

19.1 The Parties warrant that they will at all times comply with applicable data protection rules, in

particular the EU General Data Protection Regulation ("GDPR") and the Danish Data Protection Act.

19.2 As a general rule, the Merchant and Clearhaus are each independent data controllers within their respective areas of responsibility pursuant to Article 4(7) of the GDPR.

19.3 The Merchant shall inform the Cardholder pursuant to Articles 13 and 14 of the GDPR about the parties involved in the provision of the service from Clearhaus, as well as the other institutions necessary for the processing of the transaction (e.g. Card Schemes).

19.4 If, in addition, consent declarations from the Cardholder are required for the provision of services from Clearhaus, the Merchant must ensure that such consents have been obtained before the services are provided.

19.5 With regard to Clearhaus' duty of confidentiality pursuant to the Danish Payments Act, the Merchant expressly gives Clearhaus consent to disclose data about the Merchant and its beneficial owners, employees and agents – including, but not limited to, first name, last name, address, date and place of birth, (for legal entities: company name, registered office, legal form, registration number), contact information, financial circumstances, payments and transactions carried out as well as Confidential Information – to affiliated companies and third-party companies based in Germany, Luxembourg and Austria. The above data transfer takes place within the framework of outsourcing agreements regarding various operational and technical functions for the services provided under the Acquiring Agreement, in particular onboarding, customer service, data analysis for detection and prevention of criminal acts as well as screening against sanctions lists. Clearhaus shall ensure that such outsourcing arrangements comply with requirements in applicable legislation. This

consent is given independently of obligations under the GDPR.

20. Data Security (PCI DSS)

20.1 The Merchant is obliged to fully comply with the applicable provisions on IT security in payment transactions throughout the entire business relationship, in particular when storing, processing and transmitting payment card data:

- a) Payment Card Industry Data Security Standard (“PCI DSS”, see also www.pcisecuritystandards.org),
- b) MasterCard Site Data Protection Program (SDP Program),
- c) Visa Account Information Security (AIS) program.

20.2 Clearhaus may at any time require the Merchant to provide documentation that it uses the services in a manner that complies with the above programs (e.g. in the form of the self-assessment questionnaire prescribed by the PCI Council).

20.3 Specifically, the Merchant must ensure permanent and uninterrupted confidentiality, integrity and security of the transmitted data and take appropriate precautions against unauthorized use of cards and card data. The Merchant may only process card payment information, including card number, expiry date and any card verification number and 3D-Secure PIN, in encrypted form using the procedure approved by Clearhaus via “secure pages” or SSL encryption and must implement the necessary specifications for 3D-Secure for each transaction processing.

20.4 Storage of card verification numbers (CVV2/CVC2) after transaction approval is under no circumstances permitted. If the Merchant itself stores other card data, it must register with the Card Schemes and, if relevant, certify itself. The Merchant shall bear the costs of such certification and must, upon request, immediately present the corresponding documentation to Clearhaus.

20.5 The Merchant is aware that Clearhaus has no influence on the connection and data transmission between the Merchant and the Cardholder. The Merchant is solely responsible for ensuring the necessary transmission security between itself and the Cardholder. The Merchant must therefore take security measures against misuse of its own infrastructure.

20.6 The Merchant must immediately notify Clearhaus if there are indications that Cards or Cardholder data have been misused within the Merchant’s area of responsibility (e.g. through unauthorized access attempts to card-relevant systems, loss of sensitive card data such as the Cardholder’s name, card number, the three digit security code and the expiry date). In such cases, Clearhaus is obliged under the Card Schemes’ rules to have a company commissioned by Clearhaus and accredited by the Card Schemes investigate whether such misuse has occurred (PCI Audit). If it turns out that there has actually been misuse, the Merchant shall reimburse Clearhaus for all expenses that Clearhaus has incurred as a result of the misuse. This includes in particular the costs of the PCI Audit as well as fines and sanctions imposed on Clearhaus by the Card Schemes as a result of the misuse. Any claims for damages by Clearhaus against the Merchant as well as additional claims for reimbursement of expenses remain unaffected. If Clearhaus is jointly responsible for the misuse, liability may be apportioned between the Parties according to the general Danish law principles of contributory negligence.

21. Copyright and Trademarks

21.1 General

All trademarks, copyrights and other rights to everything developed by Clearhaus and made available to the Merchant within the scope of the Main Agreement remain with Clearhaus or the licensors unless otherwise stated below or otherwise contractually agreed. The Merchant’s use of third parties’ trademarks, whether

registered or not, does not entail any transfer of trademark rights or copyrights.

21.2 Rights of use to the technical platform “My Clearhaus”

(1) Clearhaus grants the Merchant the right to access “My Clearhaus” in accordance with these General Terms and Conditions. This right is factually limited to use and application in accordance with the Main Agreement (including retrieving, viewing and carrying out transactions on the Merchant’s servers, inspection, retrieval and storage of the material contractual information) and is time-limited to the term of the Acquiring Agreement, as well as non-exclusive and non-transferable. The Merchant must in particular not grant sub-licences to rights of use unless Clearhaus, by way of exception, has given express written consent in advance for use in accordance with the Main Agreement by third parties named by the Merchant in advance. No further rights are granted to the Merchant.

(2) The Merchant is not permitted to reproduce in whole or in part or otherwise modify, edit, reverse engineer or decompile Clearhaus’ software applications or websites, including the associated documentation and specifications, or to make them available to third parties or otherwise use them for purposes other than those set out in the Main Agreement, unless Clearhaus has given its express prior written consent.

(3) The Merchant must refrain from attempting itself or through unauthorised third parties to obtain unauthorised information or data from Clearhaus’ systems, to disrupt or cause disruption to programs operated by Clearhaus, or to penetrate into Clearhaus’ data network unauthorised.

(4) The Merchant must immediately notify Clearhaus if it becomes aware of a possible infringement of intellectual property rights.

(5) Upon termination of the Acquiring Agreement, Clearhaus is entitled to cease, in whole or in part, the processing or settlement of transactions with immediate effect.

21.3 Trademarks and Logos

(1) The Merchant is obliged to comply with the specific requirements for the use of logos, trademark names or signs required by the providers of the payment methods and/or the Card Schemes. If the Merchant does not comply with this obligation or does so defectively and does not remedy this breach of contract within a period of five (5) business days despite a written warning, Clearhaus is entitled to block the Merchant’s access to or connection to Clearhaus’ system for as long as the breach continues, or until the consequences of the breach have been fully remedied. If the Merchant has not remedied the breach and the consequences thereof after such warning, Clearhaus is entitled to terminate the Acquiring Agreement without notice. Further rights of Clearhaus remain unaffected.

(2) The Merchant may only use logos, trademark names or signs belonging to Clearhaus or its affiliated companies and/or partners, such as providers of payment methods or Card Schemes, in particular if these are protected by trademark law, for advertising purposes with prior consent from Clearhaus and/or the respective provider or partner or the respective affiliated companies, unless it is otherwise already entitled to do so.

(3) The Merchant shall provide images and/or (company) logos from its business operations to Clearhaus and grants Clearhaus a simple, non-exclusive right of use for the purposes of the Acquiring Agreement. The Merchant warrants that the images and logos transferred to Clearhaus are free from malware, viruses or similar. The Merchant further warrants that no third-party rights prevent the transfer or delivery of images and logos to Clearhaus. The Merchant shall immediately indemnify Clearhaus against any claim in connection with the use of the images/(company) logos from third parties that the Merchant has transferred to Clearhaus, as well as for sanctions/fines and/or other claims.

(4) If claims are brought against the Merchant by third parties due to infringement of trademarks within the agreed geographical scope of use or other intellectual property rights in connection

with a payment method, the Merchant must immediately and fully notify Clearhaus. The Merchant must coordinate the next steps in the defence against such claims directly with Clearhaus.

22. Final Provision

22.1 Complaints

The Merchant may at any time submit feedback or complaints to Clearhaus. A complaint may be submitted to complaints@clearhaus.com.

22.2 Clearhaus is entitled to mention the Merchant as a reference customer in its online and offline, written or oral marketing material, including on its website, in brochures, presentations or offers. For this purpose, Clearhaus is entitled to use the company name, logos or trademarks as well as the company description and to include references to the Merchant's website on its own website. The Merchant may at any time withdraw this consent to be mentioned as a reference customer for objective reasons.

22.3 Communication and Notices

Clearhaus may with binding effect for the Merchant send notices via email. It is the Merchant's responsibility that the correct email address and telephone number appear on the Merchant's account with Clearhaus.

22.4 Governing law and Venue

Disputes are decided by the Court in Aarhus under Danish law. Clearhaus may choose to sue the Merchant at the Merchant's venue in Denmark or abroad. As between the Parties, Clearhaus shall be exempt from any default interest on costs.