

General Terms and Licensing Conditions for the Payment Service within the No-Q System

Section 1 – Scope

The following General Terms and Licensing Conditions for the Payment Service shall govern the contractual relationship between No-Q GmbH (hereinafter also referred to as “**No-Q**”) and its customers in connection with acquisition and use of the licence for the **Payment Service** application (hereinafter also referred to as “**PS**”) by the customer (hereinafter also referred to as the “**Licensee**”). The General Terms and Conditions of No-Q GmbH shall apply to any circumstances not governed by the provisions laid out below.

No-Q shall not acknowledge any General Terms and Conditions which contradict the provisions laid out below.

Section 2 – Scope of licence, term of contract and tacit renewal

2.1 The Licensee shall acquire a non-exclusive, non-transferable and non-sublicensable licence to use the PS for a duration of twelve (12) months. The licence shall be renewed automatically for the same period unless one of the parties withdraws within thirty (30) days before the start of a renewal period.

Section 3 – Object of the service

3.1 The PS shall enable the Licensee to handle payments for products and services that are offered by the Licensee as part of other services provided by No-Q (hereinafter: No-Q Services).

Section 4 – Interface to Licensee’s business account when using an online payment service (Stripe® or PayPal®)

4.1 For the PS to be used by the Licensee, it is necessary for the Licensee to have a Stripe® or PayPal® business account that meets the technical specifications laid down by No-Q. No-Q shall not provide such a business account and shall not be liable for the functioning thereof.

4.2 It is the responsibility of the Licensee to connect his or her Stripe® or PayPal® business account to the No-Q marketplace account (onboarding), and to grant No-Q all permissions necessary for providing the PS. These include:

4.2.1 Onboarding: The Licensee's Stripe® or PayPal® business account shall be connected to No-Q's marketplace account.

4.2.2 Receiving payments: Transfer of payments to the Licensee's Stripe® or PayPal® business account within the scope of No-Q Services.

4.2.3 Deducting transaction fees: A transaction fee shall be paid to No-Q for each payment carried out, unless another payment method is agreed.

Section 5 – Fees

5.1 No-Q shall be entitled to charge a variable and/or fixed transaction fee for every transaction processed via the PS.

5.2 The transaction fees according to the Fee Overview (Appendix 1) apply. For countries and currencies which are not explicitly mentioned in the overview, the PS is only available on request.

5.3 Any transaction fees imposed by the payment service providers Stripe® or PayPal® are not included in the aforementioned fees, unless explicitly stated otherwise in the Fee Overview.

5.4 The transaction fee shall still be owed even if the transaction handled via the PS is cancelled.

5.5 These fees are exclusive of VAT or sales tax, which will be added.

5.6 Payment of the transaction fees shall either be made by retention, as part of the transaction, or by subsequent bank transfer. Invoices shall be issued monthly in any case.

5.7 No-Q shall be entitled to unilaterally modify the fees. In the event hereof, the Licensee may withdraw within 30 days.

Section 6 – Liability

6.1 No-Q shall provide the PS with the utmost care and in a manner consistent with the latest technology standards.

Except in cases of wilful intent and gross negligence, No-Q shall assume no liability for damage suffered by the Licensee and/or its customers as a result of breakdown or malfunctioning of the PS or any errors in the transmission of data.

6.2 No-Q shall accept no responsibility for the services provided by Stripe® and PayPal®.

Section 7 – Suspension and termination by No-Q

7.1 Irrespective of the further rights of withdrawal conferred by legislation or contracts, No-Q may, in any case, suspend provision of the PS:

- if there is strong evidence of improper use of the PS by the Licensee

- if the Licensee is in arrears of more than 60 days on payment of the transaction fees
- if there is other strong evidence of the Licensee's insolvency

7.2 If the reason for such suspension of the provision continues for a period of more than 30 days, No-Q may terminate the contract.

Section 8 – Final provisions

8.1 The processing of personal data shall take place in accordance with the specifications laid down in Regulation (EU) 679/2016 and in the Privacy Policy.

8.2 The present Terms of Business shall apply as provided for in and subject to the limitations of Article 1341 of the Italian Civil Code (CC), irrespective of explicit acceptance on the part of the Licensee.

8.3 No-Q may unilaterally modify the present Terms of Business at any time with a notice period of 30 days. During this period, the Licensee may withdraw from the contract.

Explicit acceptance pursuant to Article 1341 CC

As defined and provided for in Article 1341 of the Italian Civil Code, the Licensee explicitly agrees to accept the following contractual conditions: Section 2 (Scope of licence, term of contract and tacit renewal), Section 6 (Liability), Section 7 (Suspension and termination by No-Q), Section 8 (Final provisions/unilateral modification rights)

DATE OF THE LAST MODIFICATION: June 1st, 2023

APPENDIX 1

Fee Overview Stripe

The transaction fees of the payment provider Stripe are included in the price.

Country		Currency	Variable fee as a percentage of the transaction amount	Fixed fee
Germany	DE	EUR	3,75%	0,50 EUR
Austria	AT	EUR	3,75%	0,50 EUR
Italy	IT	EUR	3,75%	0,50 EUR
Spain	ES	EUR	3,75%	0,50 EUR
Portugal	PT	EUR	3,75%	0,50 EUR
Finland	FI	EUR	3,75%	0,50 EUR
France	FR	EUR	3,75%	0,50 EUR
Ireland	IE	EUR	3,75%	0,50 EUR
Luxembourg	LX	EUR	3,75%	0,50 EUR
Belgium	BE	EUR	3,75%	0,50 EUR
Netherlands	NL	EUR	3,75%	0,50 EUR
Slovenia	SI	EUR	3,75%	0,50 EUR
Lithuania	LT	EUR	3,75%	0,50 EUR
Romania	RO	EUR	3,75%	0,50 EUR
Greece	GR	EUR	3,75%	0,50 EUR
Cyprus	CY	EUR	3,75%	0,50 EUR
Croatia	HR	EUR	3,75%	0,50 EUR
Switzerland	CH	CHF	4,90%	0,50 CHF
Sweden	SE	SEK	3,75%	5,00 SEK
Norway	NO	NOK	4,50%	5,00 NOK
Denmark	DK	DKK	3,75%	4,00 DKK
Czech Republic	CZ	CZK	3,75%	12,00 CZK
Poland	PL	PLZ	3,75%	2,00 PLU
United Kingdom	UK	GBP	4,00%	0,50 GBP