Payment Initiation Services with Shop-Plugin ("Payment Plugin Service") Contract

Contract about usage of finAPI "Software-as-a-Service"

1. Preambel

finAPI is a fintech company licensed and registered by BaFin (German Federal Financial Supervisory Authority) for account information services and payment initiation services. As a payment service provider, finAPI offers simplified payment processing for online shop operators. This enables the Client Customer's (hereinafter also referred to as "End Customers") of such online shops to settle their purchases immediately through the payment service provider.

2. Subject matter of the contract

2.1. The following provisions of this Software as a Service Agreement govern the legal relationship between finAPI GmbH, Adams-Lehmann-Str. 44, 80797 Munich / Germany ("finAPI") and its Customers (hereinafter also referred to as "Client"), jointly referred to as the "Parties", regarding the use of the provision of software from the finAPI product range ("Contract Software"). The rights and obligations arising from this Agreement shall only apply within the Parties to this Agreement. A protective effect in favour of third parties is not associated with this.

2.2. The Client of finAPI is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), i.e. a natural or legal person or a partnership with legal capacity, which acts in the exercise of its commercial or independent professional activity ("entrepreneur") when concluding the legal transaction. Section 312i para. 1 no. 1, 2 and 3 as well as Section 312i para. 1 sentence 2 BGB, which provide for certain obligations of finAPI in contracts in electronic business transactions, are hereby waived.

2.3. finAPI provides the Client with payment services in the form of a technical component, a "Plugin", in order to enable end customers to pay for their purchases via the online shop of the Client.

3. Conclusion of the online contract

A contract in accordance with these provisions is concluded when

(i) the Client goes through the web-based ordering process on a website of finAPI GmbH (finapi.io) and clicks on the button "order with costs" at the end (submission of an offer by the Client), and

(ii) finAPI confirms the acceptance declaration in writing or electronically. The acceptance declaration by finAPI is made by sending the login data for the use of the finAPI Contract Software to the Client.

4. Contract structure, ranking

4.1. The provisions of this Payment Plugin Service Contract as well as all Annexes shall become an effective part of the contract. The Annexes will be made available to the Client as a download after conclusion of this online contract.

4.2. The "General Terms and Conditions for the Use of Services and/or Software Products of the finAPI Product Range" (hereinafter referred to as "GTC"), which are available during the ordering process as well as under the following link:
https://www.finapi.io/wp-content/uploads/2026/04/Appendix_GTC.pdf

4.3. These “GTC” shall apply in the respective current version. The Client’s general terms and conditions are excluded, even if reference has been made to them in an order, in another document or in an oral agreement.

4.4. In the event of contradictions in interpretation or evaluation between the components of the contract, the following order of precedence shall apply:

1. Payment Plugin Contract
2. General Terms and Conditions (GTC)
3. Service Specification Payment Plugin.

5. Right of use

5.1. finAPI grants the Client a non-exclusive and revocable right to use the Contract Software, limited to the term of this contract, without the right to sublicensing and processing to the agreed extent, against payment of the usage fee in Section 9.

5.2. The right of use is limited to use within the Client’s company. Unless otherwise agreed in accordance with the optional “Affiliated Companies” appendix, the Client is not permitted to make its use available to affiliated companies within the meaning of Sections 15 et seqq. of the German Stock Corporation Act (AktG) or external third parties (hereinafter collectively referred to as “Third Parties”). This does not apply to use in the context of outsourcing of technical operations by the Client. In this case, the Client has to ensure that the Contract Software is not made available to third parties for use, also not in the context of an outsourcing, and is liable towards finAPI for infringements by its service providers and vicarious agents as well as for its own fault.

5.3. finAPI is entitled to suspend and, if necessary, revoke the right to use the Contract Software if the Client is more than sixty (60) calendar days in arrears with the complete fulfilment of his payment obligations from Section 9.

5.4. The Client is not entitled to translate, edit, reverse-engineer, decompile and/or disassemble the Contract Software. If the Client requires information which is indispensable to establish the interoperability of the Contract Software with independently created other computer programs, he must contact finAPI, unless such changes are already permitted according to the product information or supplied data.

5.5. The Client is not entitled to make changes or interventions in the Contract Software himself or through third parties, not even to eliminate possible program errors. Only finAPI is entitled to make changes or interventions, if necessary for remuneration. The warranty claims remain unaffected.

6. Type and scope of the service

6.1. The functions of the Contract Software result from the product-specific annex “Service Specification Payment Plugin”. This Contract as well as the annex are conclusive for the contractually agreed quality of the Contract Software and its operation. Verbal or written statements made by finAPI prior to the conclusion of the contract have no legally binding effect.

6.2. finAPI does not carry out a credit check of the end customer. The Client receives only a payment information with the status “successfully executed”. The final receipt of payment by the Client can only be confirmed by the account-holding institution. Liability of finAPI for reversed or rejected payments is excluded.

6.3. finAPI is not responsible for the data connection between the transition point of the Payment Plugin and the Client’s IT systems. It is the responsibility of the Client to create the technical conditions for receiving the Contract Software at the transfer point and for using it.

6.4. The provision, installation, and ongoing updating of the Contract Software in the form of a Payment Plugin shall be carried out by finAPI via the respective official marketplaces or plugin repositories of the supported shop systems. The Client obtains access to the Contract Software by installing the plugin in its shop system and – where necessary – by depositing its individual access data for the use of the activated products and functionalities.

6.5. The operation of the software and the processing of data by finAPI take place exclusively in Germany, as well as in exceptional cases in the EU. Upon conclusion of the contract, the operation shall be

carried out via servers in the Frankfurt am Main metropolitan area in the data centre of Amazon Web Services EMEA SARI (hereinafter referred to as "Subcontractor"). Corresponding contracts for data processing have been concluded with the aforementioned computer centre. The data centre is certified to ISO 27001, 27017:2015, 27018:2019, ISO 9001:2015 as well as CSA STAR CCM v3.0.1 standards (as of January 2023), among others. The Client grants permission to outsource the operating services to the named company. finAPI is entitled to change the data centre after consultation with the Client.

6.6. finAPI also takes over the application management (e.g. installing new versions, monitoring the application and log analyses) as part of the operation.

6.7. finAPI grants the Client the opportunity to test selected products free of charge in the test system (so-called "Sandbox") within a period of 30 days per product. The period of free testing begins with the sending of the access data to the Client.

6.8. finAPI reserves the right to change the available products in the test system. Ongoing testing by the Client remains unaffected by this. The Client has no legal claim to the products available in the test system.

7. **finAPI's amendment rights**

7.1. finAPI is entitled to unilaterally change, extend or adapt the contractual services (hereinafter referred to as "changes").

7.2. Changes that do not have a significant impact on the provision of services by finAPI or are technically necessary in order to fulfil the subject matter of the contract do not require the prior consent of the Client. The same applies to changes that occur due to changes in the legal or regulatory framework, court decisions or supervisory requirements.

7.3. Changes that do not fall under point 7.2 will be communicated to the Client in due time in writing at the Client's email address deposited with finAPI before they come into force; they are deemed to be approved if finAPI does not receive a written objection from the Client within one (1) month of the notification of the changes. An objection entitles the Client as well as finAPI to the ordinary termination of this contract.

8. **Obligations of the Client**

8.1. The Client ensures the technical integration of the interfaces provided by the PSP (cf. Section 5.3).

8.2. The Client informs its customers (end customers) transparently about the use of finAPI as payment service provider, as well as about the offered payment methods and the respective conditions of finAPI.

8.3. The Client transmits the data required for payment processing properly and completely to finAPI.

8.4. If, for any reason, a dunning procedure against the end customer is necessary, it must be initiated and carried out by the Client.

8.5. The Client is obliged to provide all KYC documentation required for establishing the business relationship. If, during the course of the business relationship, changes occur in the actual circumstances of the Client, these changes must be reported to finAPI immediately and without undue delay. This includes, in particular, information regarding a change of company name, a change of address, changes of ownership or beneficial owners, or a potential PEP status. This list is not exhaustive and extends to all data collected during the KYC process.
On the basis of the KYC verification, no Verification of Payee ("VoP") check is carried out for each individual payment transaction, since the payment recipient (Client) has already been identified in the course of the KYC process.

9. **Remuneration**

9.1. For the use of the finAPI Payment Plugin, a transaction-based fee of 0.4% of the payment amount plus EUR 0.15 per transaction applies. All prices are net prices and do not include the applicable statutory VAT.

9.2. Invoices are issued monthly in arrears. The invoice amount is due within seven (7) working days of invoicing. The invoice amount is to be paid by SEPA direct debit or invoice.

10. **Start of contract, term, and termination**

10.1. This Contract is concluded for an indefinite period and may be terminated by either Party at the end of a calendar month with fourteen (14) days' notice.

10.2. The right to terminate for good cause remains unaffected.

10.3. Any termination must be in writing to be effective, whereby telecommunication transmission by e-mail and signing by means of an advanced electronic signature is sufficient.

11. **Miscellaneous**

11.1. The rights of a Party arising from this contract are not transferable.

11.2. There are no verbal collateral agreements. Amendments, extensions, and supplements to this contract must be made in writing. The written form shall be complied with through transmission by email as well as through signing by means of an advanced electronic signature. Any changes to the above formal clauses will also require the written form.

11.3. The contractual language for this contract is German. Any versions in other languages prepared for the Client are merely informative translations which do not change the performance obligations defined in German.

11.4. Should any provision of this contract be wholly or partially contrary to statutory provisions or be void for any other reason, the validity of the remaining contract shall not be affected thereby. The Parties shall replace the void or ineffective provision by mutual agreement with another provision that comes as close as possible to the economically intended purpose.