

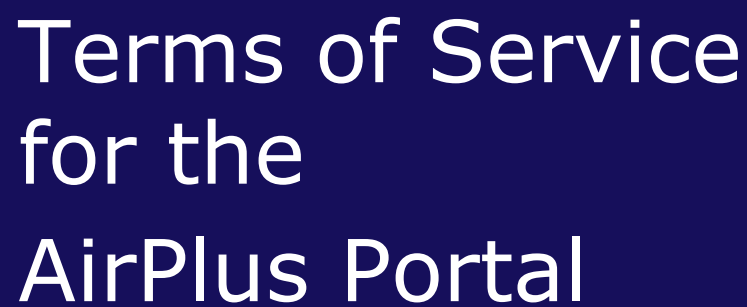
The AirPlus logo is displayed in white text on a purple rectangular background in the top right corner of the page. The word "AirPlus" is written in a bold, sans-serif font, with the "P" being significantly larger than the other letters.

AirPlus

Smarter payment. Better business.

The text "AirPlus International" is written in a green, sans-serif font and is positioned at the top left of a dark blue rounded rectangular box.

AirPlus International

The main title of the document is "Terms of Service for the AirPlus Portal", written in a large, white, sans-serif font and centered within the dark blue rounded rectangular box.

**Terms of Service
for the
AirPlus Portal**

1. Use of the AirPlus Portal

- 1.1 These Terms of Service govern the use of the AirPlus Portal by the user (“**User**”), access to which is granted on the basis of one or more underlying services agreement(s) (each an “**Agreement**”).
- 1.2 Depending on the role of the User, the User may be able to use all or only individual functionalities of the AirPlus Portal.
- 1.3 The AirPlus Portal is provided to the User on an “as-is” basis. AirPlus makes no representations or warranties of any kind regarding the quality, fitness for a particular purpose, uninterrupted or error-free operation or accuracy of the AirPlus Portal.

2. Registration & Login Data

- 2.1 The registration requires the choice of an email address as username and an individual password (username and password jointly the “**Login Data**”).
- 2.2 The Login Data must be handled with care and shall not be disclosed to third parties in order to prevent misuse by third parties. This means in particular:
 - (a) The Login Data for the AirPlus Portal shall only be used by the User.
 - (b) The Login Data may not be written down, made accessible to third parties or passed on.
 - (c) AirPlus recommends changing the password every 90 days. AirPlus reserves the right to (i) make the use of the AirPlus Portal subject to a change of a password (ii) reset the Login Data at any given point of time for security reasons.
 - (d) Informing AirPlus immediately about any unauthorized use of the AirPlus Portal that becomes known to the User.
- 2.3 AirPlus may define password requirements (e.g., use of numbers, capitalized or special characters etc.) as described during the registration process and thereafter when the password is changed.

3. Licensing

- 3.1 AirPlus hereby grants to the User the non-exclusive, non-transferable, non-sublicensable, revocable right to use the AirPlus Portal.
- 3.2 To the extent AirPlus uses open source software (libraries) for the provision of the AirPlus Portal, the provision of such open source software (libraries)
 - (a) shall be subject to the terms and conditions applicable to the respective open source software (library) and

- (b) shall be free of charge, i.e., in case a service fee has been agreed for the provision of the AirPlus Portal, such service fee shall not be considered paid for the provision of the open source software (libraries).

4. Technical Requirements

Use of the AirPlus Portal necessitates the use of a common operating system and web browser, each at its latest version. Depending on the device used to access the AirPlus Portal and its configuration, access may not be possible or limited. AirPlus is not obliged to provide any assistance if a device cannot be used to access the AirPlus Portal.

5. Temporary or permanent block of a User

In accordance with the provisions set out in the Agreement, AirPlus may either temporarily or permanently block access to the AirPlus Portal for the User.

6. Unlawful Actions

The User agrees to use the AirPlus Portal only in accordance with the Agreement and these Terms of Service, the applicable laws and in compliance with rights of third parties (personal rights, copyrights, intellectual property rights, data protection rights, etc.). Any inappropriate or unlawful use is prohibited. In particular, the following is strictly prohibited:

- (a) upload and distribute pornographic, libelous, abusive, offensive, racist, threatening, juvenile and personal rights infringing content or content that promotes violence or incitement to commit criminal acts, provide instructions for criminal acts and/or other unlawful content;
- (b) upload and distribution of content copied, in whole or in part, from protected works or materials without the consent of the respective copyright holder;
- (c) upload and dissemination of content that affects or infringes the rights of third parties, in particular personal rights, copyright or intellectual property rights and all other rights of third parties;
- (d) upload and distribution of content containing personal, confidential or non-public information;
- (e) the storage and distribution of personal data of other users;
- (f) indication of false data or information and indication of data and information of third parties, in particular pretending to be a different person in the AirPlus Portal;

- (g) use of data and information of other Users for purposes outside the AirPlus Portal without their express consent;
- (h) sale or transfer of registration data of the User or of other users;
- (i) attacking the AirPlus Portal by means of viruses, spyware, malicious software or other harmful methods; the User shall not use or upload any information, which, due to its nature (e.g., viruses), size or reproduction (e.g., spam, overloading or flooding of the AirPlus Portal) could impair the functionality of the AirPlus Portal; and
- (j) changing, influencing, circumventing, overloading or disrupting the AirPlus Portal and the underlying software and security systems.

7. Data Protection

To find out more about the personal data that is being processed by the use of the AirPlus Portal as such (e.g., login details), please consult the privacy statement provided via an AirPlus website (e.g., www.airplus.com). The use of the AirPlus Portal's functionalities processes and displays personal data that is related to the use of the services under the Agreement(s).

8. Changes to the Terms of Services

In accordance with the procedure set out in the Agreement, AirPlus may change these Terms of Service from time to time and in such case the User will be informed accordingly.