

Holistic Payment
Country Specific
Terms and Conditions
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1. Inflation and Price Adjustments

HOLISTIC PAYMENT maintains the authority to modify the charges and refundable costs specified in the AGREEMENT, utilizing the Consumer Price Index published in the relevant country. These modifications will be calculated according to the yearly inflation rate as of December each year. To alter the fees and/or refundable expenses, HOLISTIC PAYMENT will provide written notice to the MERCHANT regarding the planned adjustment within the initial 6 months of each calendar year. In the event HOLISTIC PAYMENT refrains from making adjustments to the fees and/or refundable expenses in one or more years, it retains the right to retroactively implement such modifications in subsequent years. For Austria, the published Consumer

Price Index (VPI) on WWW.statistik.at is applicable. For Germany, the published Consumer Price Index (VPI) on <https://de.statista.com/statistik/daten/studie/38504/umfrage/verbraucherpreisindex-in-deutschland/> is applicable.

2. Signature

For MERCHANTS operating in Austria, a selection of signature units is accessible, complying with the specifications established by A-Trust. Likewise, for MERCHANTS operating in Germany, distinct signature units are offered in accordance with the specifications

provided by Fiskaly. Each signature unit remains valid for the acquired duration at the time of purchase unless specifically deactivated within that timeframe. Once a signature is deactivated (either by the MERCHANT, their tax advisor, or an authorized representative), it becomes unusable. Should the MERCHANT need a new signature, the acquisition of a fresh signature unit is required.

3. Registration of Cash Registers

In the instance of MERCHANTS creating a signature with a registered business and operations in Austria and Germany, the responsibility falls upon the MERCHANT, their financial or tax advisor, or an authorized representative, to ensure the accuracy of the generated signature. Any discrepancies must be promptly communicated to HOLISTIC PAYMENT at support@holisticpayment.com or submitted as a support request on the MERCHANT Portal <https://holisticpayment.odoo.com>

Detailed information on support services is available in the respective SERVICE AGREEMENT. MERCHANTS with registered businesses and operations in Austria require specific access via the online portal (Finanz-Online) for cash register user access. This dedicated access is exclusively designated for cash registers and does not extend to other Finanz-Online data. Additionally, MERCHANTS with registered businesses and operations in Austria must furnish HOLISTIC PAYMENT with the following data for the purpose of signature creation; (i) Participant Identification, (ii) User Identification, (iii) Personal Identification Number (PIN). In Germany, the registration of the merchant's cash register for HOLISTIC PAYMENT will be conducted by Fiskaly Germany GmbH.

4. Financial Legal Provisions

The financial and legally binding activation of the software concludes upon the MERCHANT account activation. For MERCHANTS with registered businesses and operations in Austria, activation occurs in accordance

with the provisions of the Registrierkassenverordnung (RKSV), while for those in Germany, it aligns with the provisions of the Kassensicherungsverordnung (KassensichV). This marks the commencement of the turnover count. Invoices generated from this point onward cannot be deleted or altered without being logged. Canceled bookings remain stored in the system with appropriate annotations. Various legal requirements apply to canceled bookings, such as data non-manipulability. HOLISTIC PAYMENT diligently complies with statutory requirements in both Austria and Germany. In case HOLISTIC PAYMENT inadvertently commits errors in this regard, they will be promptly rectified, and the transactions will be logged for the financial authorities. Liability for such errors is disclaimed.