

# **General Terms and Conditions**

## **Technical Security Systems for Electronic**

### **Cash Register Systems**

a.sign TSE **Basic**

a.sign TSE **Advanced**

a.sign TSE **Flat**

a.sign TSE **Premium**

#### **Subject Matter**

These general terms and conditions govern the conditions for the use of, as well as the purchase of, and the right of use for end users of technical security systems of the type a.sign TSE Basic, a.sign TSE Advanced, a.sign TSE Flat and a.sign TSE Premium (hereinafter jointly referred to as "TSE Online Solutions") by A-Trust partners, as set out in the "Partner Contract Security Systems for Cash Register Systems in Germany" (hereinafter referred to as "Partner"). The conclusion of such a partner contract is a prerequisite for being able to obtain the TSE Online Solutions.

#### **1. a.sign TSE Online Solutions**

a.sign TSE Online Solutions are technical security systems in accordance with the BSI (Federal Office for Information Security) TR-03153 and consist of:

Uniform interface: is supplied as software library (SMAERS BSI-CC-PP-0105-2019), which implements the Secure Element API BSI TR-03151. This allows functions like StartTransaction and FinishTransaction to be called up, and connects to the A-Trust data center via the Internet to communicate with the security module.

Security module: Hardware security module located in the A-Trust data center, which is certified in accordance with BSI-CC-PP-0104-2019 or BSI-CC-PP-0111-2019. The hardware security module manages the private signature keys of the a.sign TSE Online Solutions. Hardware security modules are addressed by several a.sign TSE Online Solutions, at A-Trust's discretion.

Memory module: The data sent via the Secure Element API are stored in the memory module during the term of the respective certificate and can be exported via the Secure Element API.

a.sign TSE Online Solutions are in the process of being certified by the BSI (Federal Office for Information Security) (see point 8). Further certifications for the cash register are in general not required.

#### **2. Integration of a.sign TS Online Solutions**

a.sign TSE RK Online Solutions must be integrated into the respective cash register system of the cash register manufacturer. A-Trust provides corresponding DLL drivers for the integration into the cash register system. The necessary integration work into the respective cash register software shall be carried out by the partner himself or by a service provider. A-Trust offers the

partners support during the integration phase with regard to the integration, in accordance with the existing partner contract.

### **3. Duration**

a.sign TSE Online Solutions are used for the purpose of the cash register regulation during the validity period of the certificate stored on the respective device. The validity period of the certificate is 5 years from the production of the respective device. The contract is concluded for the duration of the regular validity of the certificate. The right to terminate for good cause remains unaffected.

### **4. Support Services in the Operational Phase**

A-Trust offers partners support services during the operating phase via the RK Ticket Tool in accordance with the existing partner contract.

### **5. The Partner's Obligation to Cooperate**

For the purpose of the legally compliant use of a.sign TSE Online Solutions in the respective cash register system, the partner has the following cooperation obligations:

- a.sign TSE Online Solutions shall be integrated into the respective cash register system by the partner or a service provider.
- **The provisions of the document 'A-Trust TSE User Guidance' must be observed. The A-Trust TSE User Guidance can provide technical requirements and restrictions for the integration or operation of a.sign TSE online solutions as well as the requirement to obtain third-party licenses for the integration or operation of a.sign TSE online solutions. The A-Trust TSE User Guidance will be made available at the latest at the time of delivery on [www.a-trust-tse.de](http://www.a-trust-tse.de).**
- a.sign TSE Online Solutions shall be registered by the partner or their customer with the responsible financial authority pursuant to the requirements of the BMF (Federal Ministry of Finance).
- The partner and his customer are responsible for compliance with the legal provisions regarding the use of the Online Solutions.
- Insofar as the partner provides a.sign TSE Online Solutions to operators of cash register systems for their use, he is obliged to transfer his obligations under these terms and conditions to such operators.
- The partner and his customer shall export the data recorded in the memory of the respective a.sign TSE Online Solution regularly, but at least once a month, and create a backup on a non-volatile storage medium.

### **6. Release to End Users**

Partners are entitled to release a.sign Online Solutions in their own name and for their own account to end users on the German market. The release by the partner has to take place within the scope of the sale of own products to the respective end user. A mere release of a.sign TSE Online Solutions without integration into the respective partner's own products is not permitted. a.sign TSE Online Solutions may only be used in Germany.

### **7. Procurement and Delivery**

a.sign TSE Online Solutions may only be obtained from the A-Trust Germany online store "Webshop", depending on availability, or from A-Trust's individual offer to the respective partner. In the course of the ordering process, the general terms and conditions of the Webshop and the present general terms and conditions shall be accepted. The respective applicable fees as well as the payment modalities will be announced in the course of the Webshop order process.

Delivery is subject to completion and the validity of the BSI (Federal Office for Information Security) certification process. In the event of a negative completion of the BSI certification process or a subsequent withdrawal of the certification by the BSI, A-Trust is entitled to withdraw from the respective contract. In that case, A-Trust will immediately inform the respective partner of the unavailability of the service and refund the consideration of the respective partner immediately.

The right to use a.sign TSE Online Solutions is only transferred to the partner after full payment of the user fee and all associated costs and expenses. In the event that a.sign TSE Online Solutions that are not fully paid are provided, the payment claim to the respective customer is already assigned to A-Trust. A-Trust is authorized to notify the respective end user of this assignment at any time.

Partners acknowledge that no binding deadlines can be assured for the supply of a.sign TSE Online Solutions.

## **8. BSI-Certification**

The BSI requires the following certifications for the legally compliant use of a.sign TSE Online Solutions:

- BSI TR-03153
- BSI-CC-PP-0105-2019
- BSI-CC-PP-0104-2019 or BSI-CC-PP-0111-2019

## **9. Certificates**

(a) a.sign TSE Online Solutions include a certificate from A-Trust Gesellschaft für Sicherheitssysteme im elektronischen Datenverkehr GmbH ("A-Trust Österreich GmbH") for the purpose of signing the to be recorded business transactions. A-Trust guarantees that A-Trust Österreich GmbH will provide the certification services during the agreed certificate term of 5 years from the activation of the respective device.

(b) The certificate storage device of the certificate is a Crypto Service Provider. A-Trust provides the respective partner with the public key belonging to the respective certificate, as well as the corresponding private key. The respective partner receives individual identification data (PIN) for his/her use. Using the PIN, the respective partner or its customer shall choose a secure password for the a.sign TSE Online Solutions.

(c) A-Trust ensures its partners that an up-to-date certificate directory for private or business use shall be made available on the Internet, also accessible to third parties.

(d) Specification of performance. The details of the type and scope of the certification and trust services can be found in the provisions of these terms and conditions, in addition to the certification guideline ("CP") and the certification practice statement ("CPS") of A-Trust Österreich GmbH, which are made available under the URL specified in the respective certificate. CP and CPS shall become part of the contract. A-Trust will notify the respective partner in writing (E-Mail is sufficient) about changes to the CP and the CPS, which modify the content of the contractual relationship with the partner.

(e) Rights and obligations of partners or their customers. Partners or their customers are obliged,

- to keep the identification data (PIN), provided for the creation of signature, secret and to protect the same from being known by third parties,

- to use the medium for triggering the signature only in compliance with the requirements of the operational environment, in particular by using secure hardware and software,
- to use the products only in accordance with the specifications of A-Trust or A-Trust Österreich GmbH; the use of hardware and software by customers or end users who are not subject to this contract falls under the customer's sphere of risk.
- Partners shall immediately inform A-Trust or A-Trust Österreich GmbH, who is authorized to receive notifications, of any changes that affect the administration and the implementation of the contractual relationship.

(f) Revocation of certificates. The conditions under which certificates may be revoked, under which certificates are reissued or under which revocation is made possible by third parties result from the certificate guidelines ("CP") and the certificate practice statement ("CPS"), which are available under the URL specified in the respective certificate.

## 10. Content of Services

(a) Client limit: As a basic rule, only one electronic recording device may be operated with each acquired a.sign TSE Online Solution unit (exception: a.sign TSE Premium, here the client limit is based on the individual offer to the respective partner).

(b) The transaction limits included in the various a.sign TSE Online Solutions result from the information provided in the course of the online ordering process or via an offer. A transaction is every securing step for the respective transaction within the respective TSE Online Solution unit (an associated recording process which triggers logging by the technical security device when using or configuring an electronic recording system, see § 2 KassenSichV (cash register regulation)).

(c) a.sign TSE Online Solutions must be managed by partners in the online administration area provided by A-Trust in accordance with the technical options provided by A-Trust.

(d) If the password is lost, the respective a.sign TSE Online Solution unit can no longer be used. In this case, partners or end users are not entitled to a refund of the fee.

## 11. Warranty

(a) **Warranty for certification and trust services.** A-Trust guarantees that the certification and trust services are provided by their subcontractor and certification and trust service provider A-Trust Österreich GmbH in accordance with the applicable statutory or contractually agreed upon provisions. These provisions will be adhered to for the order selected by the partner and confirmed by A-Trust at contract conclusion.

(b) **Warranty for a.sign TSE Online Solutions.**

- Characteristics and functionality. The characteristics and functionality of a.sign TSE Online Solutions are set out in the contract documents and in the information provided within the online ordering process or within the offers. The in this way provided information shall be understood as performance specifications and not as guarantees. A guarantee is only granted if expressly indicated as such. Public statements, promotions or advertising by the manufacturer do not constitute a contractual specification of the characteristics of the goods.
- Supplementary performance. The warranty obligation for the a.sign TSE Online Solutions supplied by A-Trust is limited to rectification or replacement delivery.
- Failure of supplementary performance. The partner has the option to request a reduction of remuneration (reduction) or a cancellation of the contract (withdrawal) if the supplementary performance fails. The partner is not entitled to withdraw from the contract in the event of a minor breach of contract, in particular in the case of only minor defects.

- Cancellation of contract. If the partner chooses to withdraw from the contract on the grounds of a legal deficiency or material defect of a.sign TSE Online Solutions provided for use, and after an unsuccessful supplementary performance, he/she is not entitled to a claim for damages in lieu of performance.
- Compensation for damages. If the partner chooses compensation after failed supplementary performance, the a.sign TSE Online Solutions provided for use will remain with the partner, if feasible. The compensation is limited to the difference between the remuneration paid and the value of the defective a.sign TSE Online Solution provided for use. This does not apply if A-Trust has maliciously caused the breach of contract.
- Warranty period. The warranty period is 6 months from delivery of the goods. This does not apply to obvious defects if the partner did not report the defect in a timely manner.

## **12. Liability**

(a) Limitation of liability. The liability of A-Trust and its subcontractors is limited in accordance with the information given in the contractual documents.

(b) Liability for slight negligence. The liability of A-Trust and its subcontractors is excluded in the event of a slight negligence breach of immaterial contractual obligations.

(c) Limitations on foreseeable contract-typical damages. A-Trust's liability is limited to the foreseeable, contract-typical damages, even in the event of a breach of essential contractual obligations.

(d) No limitation of liability in special cases. The above limitations of liability do not affect the customer's claims arising from product liability. Furthermore, the liability restrictions do not apply to physical and health damages attributable to A-Trust or its subcontractors or the loss of the customer's life.

(e) Statute of limitations. Claims for damages due to defects in the delivery of goods or services become time-barred one year after the delivery of goods. This shall not apply if A-Trust or its subcontractors can be blamed for gross negligence, as well as physical and health damages attributable to A-Trust or its subcontractors or the loss of the customer's life.

(f) Liability of partners. Partners are liable for damages caused to A-Trust or its subcontractors that result from faulty information, as well as the faulty, incorrect use of electronic signatures or as a result of other breaches of duty. Partners are also liable for damages caused by the authorized or unauthorized use of services obtained from A-Trust and provided by its subcontractors, if and insofar he/she is responsible for these damages.

## **13. Termination of the Certification and Trust Services**

(a) Information regarding the termination of certification and trust services. If A-Trust Österreich GmbH ceases to operate as a certification and trust service provider, A-Trust will inform the partner of the same two months in advance or ensure that A-Trust Österreich GmbH informs the partners of the same two months in advance. A-Trust is entitled to transfer its rights and obligations from this contract to another certification and trust service provider, with the same period of notice. The partner has the right to terminate the contract at the time of transference of the contract. A-Trust will make specific reference of the partner's right of termination in the notification.

(b) A-Trust's right of termination. If no other certification and trust service provider accepts the certificates, A-Trust is entitled to terminate the contract with effect from the time of cessation of activities. In that case, the partner is not entitled to a refund.

#### **14. Miscellaneous**

(a) Compliance. Compliance with law and order is a top priority for A-Trust, which we also expect from our partners. Therefore, A-Trust does not tolerate any behavior that violates laws or regulations. The partner declares that this standard acts as a guideline for him/her as well.

(b) Amendments to the general terms and conditions. A-Trust will notify the respective partner in writing of objectively justified changes to these terms and conditions. Changes are objectively justified if they are based on legal grounds, on case law, on the requirements of the BSI (the Federal Office for Information Security) or other authorities or on the changed conditions of the market. Changes are considered approved if the partner does not object in writing within 6 weeks of receipt. A-Trust will especially point this out to the partner when announcing the changes.

(c) Applicable law. German law applies to all legal relationships between A-Trust, its subcontractors and the partner. UN sales law is excluded.

(d) Place of jurisdiction. The place of jurisdiction for all litigations is the seat of A-Trust. A-Trust may also assert its rights at the place of general jurisdiction of the partner. Any exclusive place of jurisdiction remains unaffected by this present agreement.

(e) Place of performance. The place of performance for A-Trust and the partner is the seat of A-Trust.

(f) Ineffective provisions. Any ineffectiveness of one or more provisions does not affect the effectiveness of the remaining provisions.

(e) Binding Version. Only the German version of these terms and conditions is authentic and shall be binding as part of the contract.