

## Annex 5.X INTEGRATION Manual

### I. Preamble

As part of the further development of the PAYBACK program in Poland, Loyalty Partner Polska Sp. z o.o. ("PAYBACK") to supplement the program by rolling out the "INTEGRATION" product that has been offered as part of the German PAYBACK program since 2014. The aim is to offer the partners of the Polish PAYBACK program INTEGRATION with the greatest possible convergence in terms of technology and content. INTEGRATION in the sense of these guidelines refers to the integration of so-called "PAYBACK Services" according to Section 3 in "Partner Destinations", i.e., in the digital contact points (online and mobile) of the partner with PAYBACK members. The present INTEGRATION guidelines currently include the online channel of the partner including its online shops ("online" for short) and its mobile apps ("mobile" for short).

The so-called "standard integration" in the online and mobile channels is not the subject of these guidelines. This includes the integration of PAYBACK marketing content in the partner destinations (e.g., the PAYBACK logo), hyperlinks for registering new PAYBACK customers, registering for PAYBACK push communication and the PAYBACK Coupon Center and collecting PAYBACK points in "eCommerce" (ordering of Goods, services and digital content via the online or mobile channel). If a partner has already implemented elements of the standard integration or additional services before agreeing to these guidelines, the agreements made with PAYBACK in this regard remain unaffected by these guidelines.

## II. Cornerstone INTEGRATION

The parties agree to adhere to the following strategic cornerstones, which describe the essence of the joint cooperation within the framework of INTEGRATION:

### 1. Strengthening customer loyalty through the PAYBACK multi-partner program

As part of INTEGRATION, proven PAYBACK principles such as mutual synergetic support within the framework of a partnership and the universal applicability of PAYBACK services in the digitalizing world should be adhered to. All measures in connection with INTEGRATION must be designed in such a way that a sustainable strengthening of customer loyalty through the PAYBACK multi-partner program and the partner is guaranteed. Essential elements of INTEGRATION are therefore:

- The mutual strengthening of the destinations through a partner-spanning and partner-specific design of the services. In the case of partner-specific services, a link to the corresponding cross-partner PAYBACK service must always be integrated. For example, when partner-specific eCoupons are displayed on the partner destination, a PAYBACK member is also offered the cross-partner service, in this case the PAYBACK Coupon Center.
- Increasing the number of PAYBACK members and penetration through the prominent integration of PAYBACK at the partner. This applies in particular to the possibility of collecting PAYBACK points and registering new customers for the PAYBACK program. The PAYBACK new customer registration is integrated equally in all partner destinations in which PAYBACK services are integrated or where registration for partner services is possible (principle of combined registration).
- The joint qualification of PAYBACK members to receive personalized e-mail newsletters and other push communication as part of the PAYBACK program. For this purpose, the possibility of submitting a PAYBACK consent is to be advertised equally prominently at or at least immediately after the consent process for partner push communication (principle of combined consent).
- The transfer of the universal usability of the PAYBACK card (“One card, many partners”) to the digital world. The PAYBACK app is a digital alternative to the physical PAYBACK card, which PAYBACK members can use to collect and redeem PAYBACK points in stationary retail, among other things. Apart from that, the physical PAYBACK card will continue to exist as a PAYBACK identification feature in brick-and-mortar retail.
- The strengthening of the jointly defined program KPIs for the loyalty platform (e.g. cross-use, new customers or active customers), marketing platform (e.g. redeemed coupons per member or the consent quota) and mobile platform (e.g. app active users or users of the digital card). The development of the success indicators is checked at regular intervals within the association.

- The recognizability and uniformity of the PAYBACK services and INTEGRATION components as well as strong co-branding in the partner destinations with the aim of an optimal cross-partner user experience for PAYBACK customers.

The multi-partner program can thus be experienced as a connected ecosystem in which the digital partner destinations and a central, cross-partner PAYBACK destination are intelligently connected.

## **2. Provision of the offers via a central coupon center**

A PAYBACK member should be able to find all "Personalized PAYBACK offers" for him/her both at the respective partner and at PAYBACK. Such offers are therefore to be booked via the PAYBACK Coupon Center ("One Coupon Center"). This regulation applies to all offers that have a personalization and/or activation function. Offers are always considered personalized if they are assigned to a customer based on the PAYBACK identifier. If there is such a customer reference, this also applies to offers with a full spread. An activation function is present if a conscious action by the customer (declaration of intent) is required to take advantage of the offer (e.g. eCoupon activation or code entry). The following types of offers are not to be placed in the PAYBACK Coupon Center, even if they are personalized PAYBACK offers:

- Pure price personalization that is not communicated as such to the PAYBACK member. So neither the usual price nor the granted discount will be displayed.
- Offers that advertise the redemption of PAYBACK points.
- If PAYBACK is unable or unwilling to support an eCoupon type or personalized offer requested by the partner, the partner may manage such an offer themselves as long as PAYBACK does not offer a corresponding solution.

In order to strengthen the points currency, personalized PAYBACK offers that are to be posted in the PAYBACK Coupon Center should primarily be incentivized with PAYBACK points. The partner must therefore offer the majority (at least 60%) of the personalized PAYBACK offers in the form of PAYBACK extra points. With the help of the optional PAYBACK service "*Display & activation of eCoupons*" (see also section 3.6.2), the partner's own offers and offers booked via the PAYBACK Coupon Center can be displayed at the partner destination.

## **3. Expansion of the PAYBACK program to include partner services**

It is possible for the partner to create their own digital services that are based on the "PAYBACK identifier" (see section 3.2) and/or award PAYBACK points and thus provide PAYBACK members with personalized, industry- or company-specific offers and services in addition to existing PAYBACK services. These partner-specific services related to PAYBACK are to be designed by the partner in such a way that they represent additional, preferably exclusive, added value for PAYBACK members and are perceived by them as a sensible extension of the PAYBACK program. When introducing a partner's own service with a PAYBACK connection, the rules defined in the following section must be observed. If the PAYBACK identifier is used exclusively to incentivize the range of goods with PAYBACK points or to carry out an incentive with PAYBACK points as part of temporary campaigns by the partner or as part of the PAYBACK program (e.g. PAYBACK week), this does not fall under the definition of partner-owned service in line with the INTEGRATION

guidelines. PAYBACK supports partners in the implementation and integration of partner-specific services related to PAYBACK. The partner has the option of implementing a partner-specific service related to PAYBACK if none of the criteria listed below apply:

- The planned service violates the PAYBACK program principles (e.g. Code of Conduct), existing agreements, exclusivities in the partner association or threatens to damage the PR/image of PAYBACK and/or the association for these or other reasons. PAYBACK must give a comprehensible justification for any impending PR/image damage.
- The principle of the One Coupon Center defined in the strategic cornerstones for INTEGRATION is not maintained. The service therefore aims to set up a dedicated coupon center for PAYBACK members using data obtained via the PAYBACK identifier or the PAYBACK identifier itself.
- The service aims to set up a partner's own customer loyalty program which uses data collected via the PAYBACK identification feature or processed/used with the help of the identification feature (hereinafter referred to as "obtained data") or the PAYBACK identification feature itself. The parties understand customer loyalty programs to mean all systems, programs or campaigns whose object is customer loyalty and/or new customer acquisition and/or customer control, regardless of the name, type or duration of the activities.
- There is already a comparable PAYBACK service or there will be one within nine months of PAYBACK being informed of the planned implementation. In the second case, the implementation must either already be planned on the PAYBACK roadmap or the service must be discussed in the partner association. The quality of the PAYBACK service must be comparable to that of the partner's own service, and it must be offered at standard market conditions.
- The partners, together with PAYBACK, have decided by a majority that a conceptually coordinated (cross-partner) PAYBACK solution makes more sense than an individual solution. In order to check the above criteria, PAYBACK must be involved by the partner at an early stage in the development of new partner services related to PAYBACK. If a partner's own service related to PAYBACK is classified as non-compliant, the parties will coordinate implementation on a case-by-case basis.

### **III. Description of the PAYBACK Services**

In the INTEGRATION context there are the following basic and optional services, which are described in detail in Sections 3.5 and 3.6. The integration of basic services is mandatory, while the integration of optional services is left to the partner. To strengthen the partner association, implementation that is as complete as possible is recommended.

PAYBACK basic services:

- Account linking and/or login with PAYBACK
- PAYBACK new customer registration
- Submission of declarations of consent

Optional PAYBACK services:

- PAYBACK total score display
- View & Activate eCoupons
- Display and modification of personal master data
- Collect PAYBACK points in eCommerce
- Redeeming PAYBACK points in eCommerce
- Digital PAYBACK card

## **1. Description of the technologies for integrating the PAYBACK Services**

The following technologies are available for integrating the PAYBACK services in the partner destinations (as of July/2021).

- Web service (SOAP/XML format as standard and REST/JSON in individual cases) for systemic communication
- Integration via a JavaScript library provided by PAYBACK
- iFrames / overlays to display content hosted at PAYBACK to display services (e.g. coupons, new customer registration)
- native implementation of content retrieved via a web service (also called API). (e.g. score) It should be noted that not every PAYBACK service is made available in every technology. The list of technologies cannot be permanent and final due to technical developments. As the operator of the services, PAYBACK has the option of replacing outdated technologies with suitable newer ones and the network can commission PAYBACK to adapt the technologies used to the state of the art.

## **2. PAYBACK identifier**

The PAYBACK identifiers play a central role within the framework of INTEGRATION, as they enable the PAYBACK member to be recognized by the partner and PAYBACK. In brick-and-mortar retail, the PAYBACK card number is usually read in via the digital or physical PAYBACK card; in e-commerce without INTEGRATION, the PAYBACK member enters the PAYBACK card number manually. The external member reference also exists as a technical identifier in the systems. Comparable to the card numbers, several external member references can be assigned to a PAYBACK member. The temporary token exchanged as part of the account linking or login with PAYBACK is a technical identifier and is also required to call up PAYBACK services. Each of these identifiers is suitable for assigning a transaction or interaction to a PAYBACK member.

## **3. Strength of Authentication**

The authentication of a PAYBACK member is divided as follows: There is strong and weak authentication. A "weak authentication" exists if the PAYBACK member only authenticates himself with his PAYBACK identification feature (e.g. scan of his PAYBACK card) or the time of the last "strong authentication" was more than a defined period ago. "Strong authentication" occurs when a PAYBACK member explicitly authenticates himself to PAYBACK, i.e. actively logs in with his full PAYBACK access data (e.g. e-mail and password).

## **4. Interaction of services, authentication strength and implementation technology**

The following table shows the authentication and possible integration type per service. For individual services, partners can opt for the "Online Integration API" option by agreement. This is based more on API calls and therefore deviates from the standard in terms of its technical integration. The "Online Integration API" is currently also used for the Mobile channel. The services that are available as "Online Integration API" services are listed below.

<b>PAYBACK Service</b>	<b>Authentication</b>	<b>technology / integration type</b>
PAYBACK account linking	Strong	All channels: Login to PAYBACK Destination + API
Login with PAYBACK	Strong	All channels: Login to PAYBACK Destination + API
Submission of declarations of consent	Weak	All Channels: Overlay (Default) Online Integration API: Data retrieval via API and display by partners
PAYBACK new customer registration	-	All channels: overlay or link to the corresponding PAYBACK destinations
Display PAYBACK total score	Weak	All channels: data retrieval via API and representation by partners
Display & Activate eCoupons	weak	Partner specific: All channels: integration via iFrame Online Integration API: Data retrieval via API and display by partners Cross-partner: All channels: link to the corresponding PAYBACK destinations
Display / change PAYBACK customer data	Strong	All channels: link to the corresponding PAYBACK destinations
Redeeming PAYBACK points in eCommerce	Strong	All channels: data transfer via API and representation by partners
Collect PAYBACK points in eCommerce	weak	All channels: data transfer via API or batch process
Digital PAYBACK card	weak	Mobile: app-to-app link All other channels not available

## 5. Technical description of the PAYBACK basic services

### a. Account Linking

A PAYBACK member who already has a digital partner account can link it to their PAYBACK account and thus enable access to PAYBACK services within the partner destinations. To do this, the PAYBACK member must go through an authorization workflow once per partner in order to allow the transmission of data stored at PAYBACK to the partner (Service order, see section 6.2). After the order has been placed, the partner will be sent a PAYBACK identifier, which will be saved in the partner account. With the help of the PAYBACK identifier, the partner can access PAYBACK services on behalf of the PAYBACK member without the member having to re-authenticate themselves to PAYBACK. In addition to the service order, the PAYBACK member can optionally give a 3rd party marketing consent.

#### **b. Login with PAYBACK**

The "Login with PAYBACK" service enables the PAYBACK member to log in to PAYBACK with their PAYBACK access data (e.g. e-mail and password) and then to identify themselves with their PAYBACK identifier at partner destinations. When using "Login with PAYBACK" for the first time, the PAYBACK member will be asked to agree to the transmission of the data stored at PAYBACK to the partner (service order, see Section 6.2).

A digital partner account with PAYBACK login is created on the partner side. Technically, the partner is given a unique PAYBACK identifier that entitles the partner to call up additional data (e.g. the card/account structure or master data) and other PAYBACK services within a session, provided the service has been ordered (see Section 6.2). The PAYBACK identifier may be stored according to the criteria defined in Section 5.

#### **c. New Customer Registration**

The new customer registration allows non-PAYBACK members to register for the PAYBACK program. The acquiring partner is the partner who owns the respective destination or the partner who issued the PAYBACK card used for registration.

#### **d. Submission of declarations of consent**

The existing or newly registered PAYBACK member can use this service to submit the following declarations of consent to PAYBACK:

- Consent to the use of data for marketing purposes ("PAYBACK Program consent")
- Subscription to the PAYBACK e-mail newsletter ("NL flag")
- Subscription to the PAYBACK telephone communication (e.g. SMS)
- Submission of 3rd party marketing consent.

The implementation of the possibility of revoking the 3rd party marketing consent at the partner is mandatory. In addition, the PAYBACK member must be able to cancel the account link and terminate the use of login with PAYBACK at the partner.

### **6. Technical description of the Optional PAYBACK Services**

#### **a. PAYBACK total score display**

The service shows the PAYBACK member their current PAYBACK total points.

#### **b. Viewing & Activating eCoupons**

The partner-specific eCoupons from the PAYBACK Coupon Center are displayed to the PAYBACK member. The PAYBACK member can use this to activate the coupons directly. It must be ensured that the necessary consents to display the eCoupons are available or that the PAYBACK member is offered the opportunity to subsequently qualify missing consents. At this point, the PAYBACK member is given the opportunity to access the entire PAYBACK Coupon Center (service across partners) via a prominent integration link.

#### **c. Display & change of personal master data**

The service offers PAYBACK members the opportunity to view their master and additional data (name, postal address, e-mail, mobile phone number, etc.) stored at PAYBACK and to change them if necessary.

**d. Collecting PAYBACK points in eCommerce**

The service offers the PAYBACK member the opportunity to collect points in the e-commerce of the partner of PAYBACK. If possible, this includes displaying the PAYBACK points that can be collected when making a purchase of the respective goods and in the shopping cart (ideally including extra points in the shopping cart). In addition, the PAYBACK identifier must be entered during the check-out process if the customer does not use account linking or "Login with PAYBACK".

**e. Redeeming PAYBACK points in eCommerce**

The service enables a PAYBACK member to use PAYBACK points to redeem goods, services and digital content in e-commerce. The total number of PAYBACK points, including information about redeemable and blocked points, is displayed to the PAYBACK member during the payment process. The PAYBACK member selects the points to be redeemed and must authenticate himself to PAYBACK in order to redeem them.

**f. Digital PAYBACK card**

The service is the digital representation of a PAYBACK identifier in the PAYBACK app, which is also intended for use in stationary retail. The digital PAYBACK card is integrated into the partner app using an integration link. The digital PAYBACK card has at least the same functions as the physical PAYBACK card. This includes, for example, collecting PAYBACK points, redeeming PAYBACK points at the cash desk or in the PAYBACK app and using approved partner services related to PAYBACK. Provided that the PAYBACK app is particularly promoted by the partner, partner-specific deviations in the integration of the digital card can be mutually agreed by way of an additional agreement.

**IV. Promotion and Incentives of Services**

In addition to the consistent integration of the PAYBACK services in the partner destinations, the aim is also to promote (Section 4.1) and provide incentives (Section 4.2) for PAYBACK services and partner-specific services across all partners within the framework of what is legally permissible (particularly antitrust law). When advertising PAYBACK services and partner-specific services related to PAYBACK, the PAYBACK corporate identity must be taken into account in order to ensure the recognizability and uniformity of the PAYBACK services and INTEGRATION components across all partners.

**1. Promotion of PAYBACK services and partner services**

In principle, PAYBACK services and partner-specific services can be advertised by the partner. Whether a PAYBACK service or a partner's own service may be advertised by the partner is defined below. When applying, a distinction must be made between



- communication in partner destinations and partner push communication,
- communication in PAYBACK Syskom

An application for cross-partner PAYBACK services is generally permitted both in the partner destination and in PAYBACK Syskom. The partner-specific design of PAYBACK services, on the other hand, may only be advertised in the partner destinations, but not in PAYBACK Syskom. Partner services based on the PAYBACK identifier, provided they have been approved as such and have a PAYBACK reference in accordance with Section 2.3, may always be advertised at the partner destination and, if necessary, also in PAYBACK Syskom after approval by PAYBACK.

	Communication in partner destinations and partner push communication	Communication in the PAYBACK Syskom
Cross-partner PAYBACK services	Yes	Yes
Partner-specific PAYBACK Services	Yes	No
Partner services related to PAYBACK	Yes	After approval

## 2. Incentives for services and partner consents with PAYBACK points

PAYBACK services can be incentivized with PAYBACK points at any time and without restrictions. It is possible to incentivize partner services with PAYBACK purchase with PAYBACK points after written approval by PAYBACK. The check and possible release take place at the same time as the release of the partner's own service with PAYBACK reference (see section 2.3). Incentives with PAYBACK points aimed at obtaining the partner's own declarations of consent for push communication are permitted if the corresponding offer for PAYBACK push communication is advertised in the same way (similar to the principle of combined consent, Section 2.1) and an incentive of 100° P is not exceeded. The partner will inform PAYBACK about the planned campaign and PAYBACK is free to incentivize the submission of declarations of consent for PAYBACK push communication at the same time. An incentive with PAYBACK points, which is aimed exclusively at creating a partner account, is not permitted.

## V. Rules for handling data in the context of INTEGRATION

The parties undertake to comply with the rules for data collection, processing and use defined in the following sections (cf. Art. 5 GDPR) of personal data within the framework of INTEGRATION. The partner restrictions set out below apply even if the respective PAYBACK member should give the partner consent that would allow the partner to collect, process and use data related to PAYBACK for purposes other than those defined in these guidelines. The restrictions defined below do not apply to the declarations of consent that have been or will be issued as part of the PAYBACK program, nor to declarations of consent that a PAYBACK member has given or will give to a partner in partner-specific business transactions without reference to the PAYBACK program. In the context of INTEGRATION, data exist in the following forms:

- Data to be actively provided by the PAYBACK member in partner destinations (e.g. entering the PAYBACK card number)
- Data that can be called up by the partner at PAYBACK (e.g. the master data stored at PAYBACK)
- Other data generated by the partner in the context of INTEGRATION (e.g. tracking information or customer knowledge generated through the other use of the PAYBACK identifier). This explicitly does not mean the transaction data generated when collecting PAYBACK points.

In accordance with data protection regulations, it is necessary to define the intended purpose and the maximum reasonable duration of data storage for each case of collection, processing and use of data.

## 1. Data Collection Rules

### **Data to be actively provided by the PAYBACK member in partner destinations**

Within the scope of INTEGRATION, the technical PAYBACK identification feature (PAYBACK card number) may only be active and queried by the PAYBACK member for the purposes defined in Section 5.3 in the following cases:

- To collect and redeem PAYBACK points
- To use a partner's own service with a PAYBACK connection, provided this has been approved in accordance with Section 2.3 and the PAYBACK identifier is objectively required.

If the partner has opted for the "Online Integration API" option in the online channel (see section 3.4), the partner may also collect the following data for transmission to PAYBACK:

- The PAYBACK card number when registering as a new customer.
- The master data of the PAYBACK member as part of the new customer registration and the PAYBACK service "Display & change of personal master data".
- The e-mail address as part of the PAYBACK service "Submission of declarations of consent".

### **Data that can be called up by the partner at PAYBACK.**

All PAYBACK identifiers (currently card numbers, tokens, external member reference) assigned to a PAYBACK member may be retrieved either after successful account linking or as part of the "Login with PAYBACK" service for the purposes of use defined in Section 5.3 in the context of the PAYBACK services.

If the partner is granted access to an API in order to use a PAYBACK service, the partner may only access data on a specific PAYBACK member via the API if and to the extent that the PAYBACK member is using the respective PAYBACK service at the time of access. A "data retrieval in advance" is therefore not permitted.

## **Other data generated by the partner in the context of INTEGRATION**

The statutory regulations apply to the other data that arises.

### **2. Data Processing**

Data processing is understood to mean: any process or series of processes in connection with data such as collection, recording, organization, ordering, storage, adaptation or modification, reading, querying, use, disclosure by transmission, distribution or other form of making available, matching or linking, restriction, deletion or destruction.

#### **a. Data Storage Rules**

It is up to the partner to define how the data is technically stored at the partner. He is solely responsible for data security and compliance with data protection at the partner (see also Section 6.1). The partner must be able to recognize when the partner account was created, which partner accounts contain data transmitted by PAYBACK, which data was retrieved from PAYBACK, when PAYBACK transmitted this data for the first time and whether it is its own or an externally acquired PAYBACK member.

#### **Data to be actively provided by the PAYBACK member in partner destinations**

The partner may only save the technical PAYBACK identifier entered by the PAYBACK member in the following cases and for the purposes of use defined in Section 5.3. The partner may not save the data listed in Section 5.1, which the partner has collected directly from the member himself for transmission to PAYBACK in connection with the "Online Integration API", as long as they are not required to be kept due to a statutory retention obligation or have been taken over from the partner account or if technical interim storage is absolutely necessary for the transmission.

#### **Data that can be called up by the partner at PAYBACK**

The partner may not store the data transmitted by PAYBACK as part of INTEGRATION, neither electronically nor in any other form, unless one of the following circumstances expressly permits this:

- In the case of "Account linking" and "Identification & Login with PAYBACK", the partner may permanently use the professional and technical PAYBACK identification feature as well as the card-account structure for the purposes of use defined in Section 5.3 (permanently means in this and the following context for the period of the partner's participation in the PAYBACK program and the use of INTEGRATION).
- When using the PAYBACK service "Identification & Login with PAYBACK", the partner may store the master data of the PAYBACK member provided by PAYBACK in the partner account with PAYBACK login for the purposes of use defined in Section 5.3 (according to the previous definition). In addition, to improve system performance, the partner is entitled to store the data retrieved from PAYBACK (e.g., PAYBACK total points) for the course of the respective session of the PAYBACK member (no permanent storage). After the session has been terminated by the PAYBACK member or after an automatic

timeout, the partner must delete the data retrieved from PAYBACK. Irrespective of the end of the session, the data stored in the partner's systems and called up by PAYBACK must be deleted after 24 hours at the latest. Other data generated by the partner in the context of INTEGRATION. The statutory regulations apply to the other data that arises.

**b. Data Modification/Transfer Rules**

**Data to be actively provided by the PAYBACK member in partner destinations**

If a PAYBACK member uses PAYBACK services as part of the "Online Integration API" and enters or changes data in the process, the partner must transmit these changes to PAYBACK immediately and unchanged.

**Data that can be called up by the partner at PAYBACK**

The partner must maintain data integrity for data retrieved from PAYBACK. This means that data retrieved from PAYBACK to display PAYBACK services may not be modified by the partner.

**Other data generated by the partner in the context of INTEGRATION**

The statutory regulations apply to the other data that arises.

**c. Data Deletion/Blocking Rules**

**Data to be actively provided by the PAYBACK member in partner destinations**

The partner is obliged to delete or anonymize the PAYBACK identification feature when exiting the program unless there is an existing written agreement to the contrary between the parties with regard to self-acquired customers.

**Data that can be called up by the partner at PAYBACK**

If a PAYBACK member used "Identification & Login with PAYBACK" before the partner left the program, the partner does not have to delete the master data of this PAYBACK member retrieved from PAYBACK and may migrate the PAYBACK member to the partner's own access data. Details of the migration process are to be agreed between the parties. All other data retrieved must be deleted. Short-term data retrieved and cached to improve system performance must be deleted according to the rules in Section 5.2.

**Other data generated by the partner in the context of INTEGRATION**

The partner is obliged to delete or anonymize all data obtained via the PAYBACK identification feature (e.g. tracking information or customer knowledge generated by other uses of the PAYBACK identification feature) when exiting the program, as long as they are not to be retained due to a statutory retention obligation or there are deviating written agreements with PAYBACK in this regard.

**d. Data Usage Rules**

The partners undertake to use the data to be actively provided by the PAYBACK member in partner destinations as part of the INTEGRATION, data that the partner can call up at PAYBACK and other data generated by the partner in the context of INTEGRATION exclusively for the

operation of the PAYBACK services defined in these guidelines, for the operation of partner-owned services to use services related to PAYBACK and for personalization, data analysis and implementation of the partner's own communication with its own and third-party customers. Any use of the data by the partner that goes beyond this, in particular any transmission of the data to third parties, is not permitted.

## **VI. Compliance with data protection and data security**

The parties undertake to comply with the following rules on data protection and data security within the framework of INTEGRATION.

### **1. Partners and PAYBACK as responsible bodies**

Within the framework of INTEGRATION, the partners and PAYBACK each act as the responsible body within the meaning of data protection law in their area of responsibility. Order data processing according to Art. 28 GDPR does not take place in this respect. The partners and PAYBACK hereby undertake to observe all relevant data protection regulations in their respective sole or joint area of responsibility in connection with INTEGRATION.

### **2. Consent of PAYBACK members**

If the partner wants to do market research and marketing activities, the explicit consent of the PAYBACK member is required. This consent is part of the so-called 3rd party marketing consent. The consent is partner-specific, i.e. a separate consent from the PAYBACK member is required for each partner, but then applies to all channels and destinations.

The 3rd party marketing consent and the PAYBACK member's marketing consent together enable push and pull communication to be personalized for the respective partner and PAYBACK. PAYBACK is responsible for appropriate wording suggestions and for managing the 3rd party marketing consent. The content of the 3rd party marketing consent is mutually agreed.

The PAYBACK member can revoke the consent (as defined above) given to PAYBACK and/or the partner at any time. PAYBACK and the partner will inform each other about such a revocation and prevent the use of INTEGRATION at the partner by the PAYBACK member until the member gives his/her consent again, and no longer use the member's data for the purposes beyond the 3rd Party consent were legitimized.

### **3. Accompanying obligations under data protection law**

PAYBACK and the partner will each fulfill the accompanying data protection obligations that apply to them, in particular their statutory information obligations under Articles 12 to 13 GDPR.

### **4. Review of Data Protection Obligations**

The parties are authorized to check compliance with the data protection regulations within the framework of INTEGRATION by the other party (hereinafter "data protection check"). The scope and timing of each data protection audit must be agreed in advance between the auditing party and the audited party. The checking party is entitled to have the data protection check carried

out by a suitable officer who is bound to secrecy. The examining party bears the costs of the data protection audit. The audited party can request that the data protection audit be carried out only by a sworn expert, an auditor or a lawyer who only passes on the result of the audit to the auditing party. In this case, the examining and the audited party each bear half the costs of the data protection audit. In connection with INTEGRATION, the parties undertake, to the extent legally permissible, to inform the other party without delay about the relevant exercise of powers by the supervisory authority in accordance with Art. 58 GDPR.

## **5. Technical and organizational protective measures**

PAYBACK and the partner will take appropriate technical and organizational measures, in particular in accordance with Articles 24, 25 and 32 GDPR, to protect the data exchanged as part of the INTEGRATION. Details are set out in the bilateral additional agreement INTEGRATION between PAYBACK and the partner.

## **6. Delineation of areas of responsibility for data security**

With regard to data security, the areas of responsibility between the parties are defined as follows:

Area of responsibility of PAYBACK:

- Data storage and processing in the PAYBACK data center
- Sending and receiving of data by the PAYBACK data center at the point where the PAYBACK data center is connected to the Internet (telecommunications provider's network termination point) exclusively on the basis of properly authenticated requests in accordance with the mechanisms agreed between the parties for this purpose
- Use of the mechanisms agreed between the parties to encrypt transmitted data

Partner's area of responsibility:

- Data storage and processing in the partner's data center
- Requesting data from the PAYBACK data center and sending data to the PAYBACK data center at the point where the partner data center connects to the Internet (network termination point of the telecommunications provider) exclusively through properly authenticated requests in accordance with the mechanisms agreed between the parties
- Use of the mechanisms agreed between the parties to encrypt transmitted data If the partner provides a VPN or leased line, the responsibility for the route between the partner data center and the PAYBACK data center also lies with the partner.

## **VII. PAYBACK services**

PAYBACK will provide the following defined services as part of INTEGRATION:

- PAYBACK will provide the PAYBACK Services described in Section 3, taking into account the channel specifics for integration at partner destinations for the term of the supplementary agreement. This also includes the provision of technical documentation.

- PAYBACK operates a suitable server infrastructure in order to be able to process the quantity structures mutually agreed between the parties.
- In terms of operational and data security, PAYBACK reserves the right to update or replace the technologies used and/or developed or their components for the provision of services in whole or in part. The type and scope of the PAYBACK services described under point 3 are not affected or changed as a result. PAYBACK will inform the participating partners in advance (at least 2 weeks). Counter-implementations must be implemented by the participating partners within a reasonable period of time (maximum 6 months). This does not affect data protection and security incidents, which PAYBACK can implement immediately and without prior notice, but only if the partners are informed immediately.
- The partner receives from PAYBACK the non-exclusive, non-transferrable and non-sublicensable right to use the PAYBACK services provided by PAYBACK as part of INTEGRATION for the purpose defined in each case, as long as the additional INTEGRATION agreement applies. Any use of the PAYBACK Services and the underlying APIs that goes beyond this is not permitted.
- PAYBACK will support the partner in the integration of the PAYBACK services and the introduction of the partner's own services related to PAYBACK (see also section 2.3). Details are to be mutually agreed between the parties. Further performance obligations of PAYBACK can be mutually agreed between the parties.

#### **VIII. Benefits of the partner**

The partner will provide the following defined services as part of INTEGRATION:

- After provision by PAYBACK, the partner will integrate the basic PAYBACK services listed in Section 3 in all destinations relevant to him in compliance with PAYBACK's specifications and thus strengthen the partnership within the PAYBACK program.
- The partner is responsible for displaying the PAYBACK services used as part of INTEGRATION as intended.
- If the partner uses the "Online Integration API" option, he undertakes to make the necessary adjustments within a period of three months from PAYBACK's written notification of the change in the event of changes to the technical, design or procedural implementation or the introduction of new PAYBACK services. This ensures a consistent user experience across all partners. The parties reserve the right to set a shorter or longer deadline for implementation in justified individual cases, a reasonable shorter deadline in particular due to incidents in the area of security and misuse.
- If the partner uses the "Online Integration API" option, he undertakes to transmit to PAYBACK the data defined between PAYBACK and the partner that arises through and with the use of the PAYBACK services.
- After the PAYBACK services offered as part of INTEGRATION go live, the partner will also advertise them decentrally via its destinations and partners using push communication. Furthermore, the partner will intensively support the advertising of the PAYBACK app in its channels in order to be able to make the cross-partner PAYBACK services available

to new PAYBACK members in particular. The measures and the choice of suitable channels are to be mutually agreed upon in detail.

- The partner will advertise the digital PAYBACK card (see Section 3.6.6) in its branches/at the PoS, provided the partner provides technical support. The partner is free in the form of the application, provided that no deviating regulations have been agreed.
- • The partner will enable the checks by PAYBACK mentioned in Section 9 and will support them to an extent that makes economic sense. Other performance and cooperation obligations of the partner can be mutually agreed between the parties.

## **IX. General**

The parties further agree on the following rules:

### **1. Suspension for Violation of the Guidelines**

PAYBACK reserves the right to regularly and informally monitor compliance with the agreed rules. Violations of the rules notified in writing by PAYBACK – if they actually exist – must be remedied by the partner at his own expense immediately or after consultation with PAYBACK. If and to the extent that the partner violates agreed obligations within the framework of INTEGRATION permanently or repeatedly, PAYBACK is entitled to deactivate the PAYBACK services used by the partner in whole or in part after a prior written warning and the unsuccessful expiry of a reasonable elimination period.

### **2. Third Party Liability Release**

The parties release each other from any liability towards third parties (including government agencies) that results or may result from the partner or PAYBACK violating the provisions of these guidelines and/or applicable law intentionally or with gross negligence in their respective areas of responsibility. An exemption for slight negligence only exists in the event of a breach of essential contractual obligations (i.e. obligations whose fulfillment is essential for the proper execution of the contract and on whose observance the contractual partner may regularly rely). This obligation to indemnify also includes reasonable costs for legal defense against such attacks by third parties based on the behavior of the partner or PAYBACK.

### **3. No Limitation of Liability**

Any limitation of liability agreed between the parties does not apply to any damage resulting from the partner or PAYBACK violating the provisions of these guidelines and/or applicable law in their area of responsibility.

### **4. Further development INTEGRATION**

PAYBACK is entitled to adapt the INTEGRATION guidelines. PAYBACK will adequately consider the interests of the participating partners. The parties agree that the multi-partner program requires guidelines for INTEGRATION that are as uniform as possible. For this reason, the partner will not shy away from updating the INTEGRATION guidelines. Changes to the INTEGRATION guidelines become effective when PAYBACK sends the participating partner a revised version of the INTEGRATION guidelines or individual parts of the INTEGRATION guidelines by email and the participating partner either (i) expressly agrees to this version of the guidelines with the changes



contained therein or (ii) does not object in text form to the change proposed by PAYBACK within one month of receipt. PAYBACK will point out this legal consequence to the participating partners with proposed changes when the amended INTEGRATION guidelines are handed over. Alternatively, the parties have the option of taking account of the need for regulation resulting from the changes to the guidelines, in particular with regard to economic effects, by adapting the additional agreement INTEGRATION.