

PCI PROXY SERVICES SCHEDULE

1. **Interpretation**

1.1. The following definitions apply in this schedule:

Receiver: the third party that receives data directly from us on behalf of you. A Receiver is not necessarily a customer of Planet but may be a customer or partner of yours.

2. **PCI Proxy Services**

2.1. The subject of this Schedule is the usage of Planet's PCI Proxy Services pursuant to this Agreement and subject to the conditions of the package chosen by the Merchant.

3. **Your warranty**

3.1. Merchant warrants that all Receivers shall at all times fully comply with the PCI DSS.

4. **Technical implementation**

4.1. Merchant further represents and warrants that it integrates and uses the PCI Proxy Services only in accordance with the valid technical specifications available on Planet's PCI Proxy website.

5. **Show API**

5.1. Our Show API can display individual credit card numbers as required. You shall ensure that the Show API is implemented according to our documentation and the use of this functionality takes place in compliance with the PCI DSS.

5.2. You shall ensure that the user administration of the Show API is fully compliant with all requirements of the PCI DSS at any time, including but not limited to requirement 8 of the PCI DSS.

5.3. You guarantee that the user administration of the Show API and the access to the script is treated strictly confidentially at all times, is permanently protected against unauthorized access through state of the art technical and organizational measures and that these measures are assessed and amended periodically.

5.4. We may at our own discretion deactivate the Show API functionality if suspicious activities have been identified, the security and/or the compliance with the PCI DSS is endangered or pre-defined block limits of the system have been reached.

5.5. We shall inform you immediately about such deactivations. You are liable for any abuse of the Show API and its user administration. Our liability arising from the use of the Show API is fully excluded to the maximum extent possible according to the Applicable Law.

6. **Availability of services**

6.1. We use reasonable endeavours to maintain the availability of the PCI Proxy Services to you but do not guarantee 100% availability. Particularly, downtime caused directly or indirectly by any of the following is not considered a breach of this Agreement:

- a) force majeure events;
- b) fault or failure of the Internet or any public telecommunications network;
- c) any breach by you of the Agreement;
- d) scheduled maintenance;
- e) fault or failure of your IT systems or networks; or
- f) non-availability of Financial Service Providers and/or any other third parties being involved in the service delivery.

6.2. You are obliged to report functional failures, malfunctions or impairments of the Services immediately and as precisely as possible to us.

7. **Suspicion of Unauthorised or Illegal Use of Services**

7.1. We may refuse, condition, or suspend any transactions that we believe:

- a) may violate this Agreement;
- b) are unauthorised, fraudulent or illegal; or
- c) expose you, us, or other third parties to risks unacceptable to us.

7.2. If Planet suspects or knows that Merchant is using or has used the Services for unauthorised, fraudulent, or illegal purposes, Planet may share any information related to such activity with the appropriate financial institution, regulatory authority, or competent law enforcement authority consistent with its legal obligations.

8. **Planet's rights and obligations**

8.1. We shall provide uninterrupted maintenance of our own PCI DSS certification. You can inspect our PCI DSS certification at any time during the Term of this Agreement.

8.2. We shall render our Services in a technically correct and state-of-the-art manner in accordance with the respective applicable product documentation. The Services solely concern technical processing of data. We do not assume any role in collection or take receipt of any customer funds.

9. **Receiver PCI DSS compliance**

9.1. Merchant shall procure that its Receivers disclose to Planet their annual PCI DSS Certificate not later than ten (10) days after the date of the issuing date or anytime upon request by Planet.

9.2. If such PCI DSS Certificate is not provided to Planet as stipulated in the paragraph 9.1, Planet reserves the right to cease the provision of Services to the affected Receiver until such documentation has been provided to Planet. Merchant shall procure that the correct type of certification is secured and disclosed to Planet by each and any of its Receivers according to the PCI DSS requirements. Planet may at its own discretion notify the respective Receiver directly in case of Receiver's non-compliance with the PCI DSS.

9.3. Merchant shall inform Planet immediately if one of its own Receivers has lost its PCI DSS compliance or if there is evidence or other indications that may question the PCI DSS compliance of such Receivers.

10. **Support and monitoring**

10.1. Planet shall provide support for the PCI Proxy Services with the PCI Proxy Services support package ("**Support Package**") selected, if any.

10.2. The service levels associated with the Support Package are described in the documentation for each Support Package.

10.3. Planet shall monitor the PCI Proxy Services twenty-four (24) hours a day and seven (7) days a week.

11. **Merchant's rights and obligations**

11.1. You shall not resell the Support Package, PCI Proxy Services or any parts thereof provided by Planet to third parties, unless a supplementary written agreement is concluded with Planet in writing.

11.2. You warrant that the email address provided in your User Account is active and appropriately monitored at any time. The receipt of messages to this email address shall be deemed to be confirmed upon delivery by us.

11.3. You are obligated to treat as strictly confidential all identifying characteristics that are used for the identification/authentication of the Merchant in connection with its use of the Support Package and/or PCI Proxy Services provided by Planet. All actions and transactions executed with identifying characteristics of the Merchant are deemed to be approved by the Merchant.

11.4. You are responsible for:

- a) the correct implementation of the Services in accordance with our specifications;
- b) transmission of data in accordance with our specification;

- c) installing and operating your own systems and connections;
- d) the processing and general use of data received in accordance with the PCI DSS, Applicable Law and ensuring that your Receivers process data accordingly.

11.5. To the extent tokenization is part of the Support Package or the Services selected by Merchant, Merchant ensures that the tokens are stored and protected against unauthorised access with state of the art technical and organisational measures.

11.6. You represent and warrant that you use the tokens of the Services only within your own environment. The transfer of tokens from your environment to any third-party is only permitted with our prior written consent.

11.7. You are required to use all verification methods available to verify your submitted data is correctly processed by us.

11.8. Towards your Receivers you are solely responsible for the first level support.

12. **Liability**

12.1. Planet is not liable for any damage arising out of the interruption or the cessation of the Services in case of a suspicion of a compromise, if a data breach, a breach of PCI DSS by one of the Receivers, a loss of PCI DSS compliance by one of the Receivers, a breach of other obligations of the Merchant or its Receivers, security and/or the compliance with the PCI DSS of Planet is endangered or pre-defined block limits of the system have been reached.

13. **Service-specific Termination**

13.1. In addition to our rights to otherwise terminate the Agreement and the Services in this Service Schedule, we may terminate the Services herein if:

- a) tokens are passed on outside of Merchant's environment without Planet's prior written permission; or
- b) one of the Merchant's Receivers does not comply with the PCI DSS or if Planet has justified suspicion and notified the Merchant and the respective Receiver thereof and the compliance with the PCI DSS by one of the Merchant's Receivers has not been resolved within the indicated period in such notification.