Terms and Conditions for Merchants
Terms and Conditions for the participation in the girocard scheme of the German Banking Industry Committee

This English version is non-binding.
Please refer to the applicable German Version, dated 27 January 2025.

Version of 1. October 2025

1. Participation in the girocard scheme of the German Banking Industry Committee

The Merchant is entitled to participate in the girocard scheme of the German Banking Industry Committee (GBIC) subject to these Terms and Conditions. The girocard scheme enables cashless payments to be made at automated cash registers - girocard terminals. The Merchant's contracting partner with regard to authorisation of any single payment transaction is the card-issuing payment service provider (see section 5 below). The entirety of payment service providers participating in the girocard scheme is hereinafter referred to as the Banking Industry.

Further information on the girocard scheme is provided by the German Banking Industry Committee on the girocard website (available at http://girocard.eu/Händler).

In addition to its payment function, the girocard may be used for additional functions. These may be, for example, the use of the girocard at girocard terminals for online age verification or to support customer loyalty programs linked to the respective girocard. Fees may be agreed for services in connection with additional functions within the framework of the respective service relationships.

2. Card acceptance

The debit cards issued by payment service providers and bearing a girocard logo according to chapter 2.4 of the Technical Appendix (hereinafter referred to as 'girocard'), must be accepted at the Merchant's girocard terminals. Payment service providers may issue girocards as physical cards or as digital cards to be stored on a mobile device.

girocards may also be issued to companies or public authorities or self-employed individuals, provided that the use is restricted to business or professional expenses ('company card'). The obligation to accept cards in accordance with sentence 1 does not apply to company cards within the European Economic Area.

The activation of the contactless function and the associated acceptance of digital cards is optional. The Merchant remains free to grant discounts. If a Merchant does not accept girocards due to a lack of a fee agreement with the issuing payment service provider, the cardholder will be notified by the Merchant before making a payment by means of a sticker, electronically or by other suitable means.

As far as the German Banking Industry has entered into co-operation agreements with operators of or participants in guaranteed and PIN-based debit card schemes (Co-operation Partners) where those operators or participants are based in other countries, the Merchant must accept the debit cards issued by a payment service provider under the rules of the scheme of a co-operation partner for electronic payments at girocard terminals under the Terms and Conditions that apply to the girocard scheme. The network provider will notify the Merchant of co-operation partners' debit cards that are to be accepted within the scope of the girocard scheme and include these in the technical processing within the framework of the girocard scheme. This does not affect the acceptance of cards from other schemes at girocard terminals, provided that this does not adversely affect the processing of the cards to be accepted under the girocard scheme.

The Merchant has the option to install automatic mechanisms in its girocard terminals to default to a particular payment brand or payment application. However, this must not prevent the cardholder from overriding this default setting.

3. Connection of the Merchant to the network of a network provider

Unless the Merchant itself fulfils the function of a network provider, the Merchant's participation in the girocard scheme requires a connection to a network of a network provider based on a separate agreement between the Merchant and the network provider. It is the function of the network of the network provider to connect the girocard terminals with the authorisation systems of the German Banking Industry that is in charge of the approval of the girocard transactions. The network provider is responsible for the installation of the girocard terminals, their connection to the host of the network provider and for providing technical support, including the loading of cryptographic keys. If the process for online personalisation of terminal hardware security modules (OPT process) is used, the network provider is responsible for the transmission of cryptographic keys within the scope of that process. The network provider must ensure that the operator network meets the security requirements stipulated by the German Banking Industry Committee.

4. Exchanging the cryptographic keys required for operation of the terminal

To safeguard the security of the girocard scheme the cryptographic keys must be exchanged at regular intervals or as necessary. The German Banking Industry will provide the cryptographic keys required for operating the terminal.

The Merchant is required to use these cryptographic keys as they are provided by the German Banking Industry. This key exchange process is carried out via the network provider. If the OPT process is used for exchanging the keys, the Merchant will be required, for this purpose, to enter into an appropriate agreement with a payment service provider of its choice (terminal payment service provider) or a network provider commissioned by the terminal payment service provider.

5. Transaction authorisation by the card-issuing payment service provider

By positively authorising a transaction, the girocard issuer commits to settle the amount approved at the girocard terminal (girocard transaction).

If the Merchant, at its girocard terminal, accepts the debit card issued by a payment service provider under the rules of the scheme of a co-operation partner, the card-issuing payment service provider within the co-operation partner's scheme commits to settle the amount approved at the girocard terminal (girocard transaction).

Settlement of the girocard transaction is subject to the girocard terminal being approved for the network provider, being operated in accordance with the procedures agreed with the network provider, and the requirements detailed in sections 2 and 7 being met by the Merchant. If the card issuer is a girocard issuer, a further requirement is that the girocard transaction is submitted to a payment service provider of the Merchant (collection payment service provider) within eight days. The submission of the girocard transaction by the Merchant to its collection payment service provider is not a part of the authorisation of the transaction by the card-issuing payment service provider to the Merchant. If the girocard transaction is cancelled, the payment obligation of the card-issuing payment service provider is void.

Upon request of the German Banking Industry Committee (communicated via the network provider), the affiliated Merchant is required to provide more detailed documentation regarding the cancelled girocard transaction (e.g. copy of the card slip, merchant journal) without delay, but no later than 10 days after receipt of the request.

6. Fees

The Merchant or its agent is required to pay the card-issuing payment service provider the mutually agreed fee for the operation of the girocard scheme and the authorisation of girocard transactions by the Banking Industry's authorisation systems or a Co-operation Partner's authorisation system. When agreeing individual fees, both parties must comply with the technical requirements of the girocard scheme. No fee is charged for cancelled transactions.

The Merchant is required to provide the network provider with evidence of the existence of its agreements on fees with all card-issuing payment service providers, and to notify the network provider of the key facts which are essential for the network provider's technical clearing and settlement of the transaction (e.g. information about individually agreed basic calculation values). If the Merchant does not have fee agreements in place with one or more card-issuing payment service providers, it must endeavour, without delay, to conclude fee agreements with the omitted card-issuing payment service providers. Until such proof has been fully provided, the network provider may, in consultation with the Merchant, make suitable and reasonable arrangements, such as having the Merchant inform the cardholder that the girocards of particular card-issuing payment service providers cannot be accepted due to the absence of a fee agreement or the (temporary)

decommissioning of the terminal until proof is provided that the outstanding fee agreement(s) has been concluded.

At the merchant's request and subject to the agreement on a service contract, the network provider may carry out the technical implementation of fee agreements negotiated directly between a Merchant and the card-issuing payment service provider(s). Where the Merchant uses an agent for settling girocard fees, the Merchant shall obligate this agent to keep these girocard fees on a separate account, i.e. separate from its other assets. Unless otherwise agreed, said fees constitute trust assets of the card-issuing payment service providers.

The network provider will regularly forward the fees owed to the relevant card-issuing payment service provider, in case this has been agreed between the Merchant or its agent and the respective card-issuing payment service provider or its agent and in due consideration of the network provider's technical requirements.

7. Operation of terminals in compliance with the guidelines set out in the Technical Appendix

The Merchant is required to operate the girocard terminals for girocards approved under these Terms and Conditions (see section 2 above) solely in accordance with the "Operating instructions" set out in the attached Technical Appendix. The requirements contained therein constitute an integral part of these Terms and Conditions. Particularly to prevent spying on the PIN during entry at the terminal, the security requirements set out in the attached Technical Appendix must be complied with when installing the terminal.

The Merchant must refrain from doing anything that might compromise the security or appropriate functioning of the girocard scheme. The Merchant is required to notify its network provider of any incidents that might adversely affect the security or the appropriate functioning of the girocard scheme.

Only terminals approved by the German Banking Industry Committee may be used for participation in the girocard scheme. Any necessary modifications to the terminal required by the German Banking Industry Committee must be implemented on time to ensure compliance with the applicable requirements for approval. Terminals that have not been modified accordingly must not be used within the girocard network once the stipulated deadline has expired.

8. Cardholder authentication during the payment process

For payments at girocard terminals, strong cardholder authentication is regularly required. In addition to using the girocard, this can be done either by entering the personal identification number (PIN) or by using another authentication element agreed between the cardholder and the card-issuing payment service provider. Only the cardholder may enter the personal identification number (PIN) or use the other agreed authentication elements. For contactless payments (if supported by the girocard terminal) with a transaction amount up to 50 € the card-issuing payment service

provider may waive the PIN entry or the usage of the other authentication element agreed between the cardholder and the card-issuing payment service provider.

9. Granting access

The Merchant ensures that the German Banking Industry Committee's representatives have access to the girocard terminals on request and for the purpose of inspection.

10. Collection of girocard payments

The collection of girocard payments is subject to separate agreements between the Merchant and the selected debt collection payment service provider and is not covered by these Terms and Conditions. The network provider has agreed to support the Merchant in its processing of payment transactions by generating direct debit files of the Merchant's girocard transactions and, among other things

- by making these available to the Merchant or to a nominated central agency for submission to the Merchants account- servicing payment service provider,
- by submitting these directly to the Merchant's account-servicing payment service provider on the Merchant's behalf
- or, following the Merchant's assignment of the claim, by submitting the files to the network provider’s account- servicing payment service provider for collection.

11. Retention periods

Irrespective of any statutory retention periods, the Merchant is required to keep the merchant journals of girocard terminals for at least 15 months and make these available, on request, to the collection payment service provider, which collected the girocard payment. Any objections or other complaints raised by cardholders in accordance with section 2 sentence 1 with regard to the contractual relationship with the Merchant are to be asserted directly against the Merchant.

12. Acceptance logo

The Merchant must clearly indicate the girocard scheme by using a logo provided in accordance with section 2.4 of the Technical Appendix. In doing so, the Merchant must not advertise one card issuing payment service provider or a group of card issuing service providers more prominently than others.

Merchants who use the function ‘online age verification’ must indicate this clearly at the point of acceptance in a way that is understandable to the cardholder, for example by using the specific decal provided in the applicable girocard brand design guidelines (style guide).

13. Special provisions regarding cashback

Where a Merchant offers the option of cashback as part of the girocard process, the following additional provisions shall apply:

- Cashback is only permitted in connection with a girocard transaction to pay for the Merchant's goods and/or services. The amount of the girocard transaction should be no less than 20 €.
- Cashback is only allowed, if the amount requested is authorised by the card-issuing payment service provider.
- Provided that there are sufficient cash funds in the cash register, the Merchant shall be bound by the authorisation result from the card issuing payment service provider.
- The Cashback amount must not exceed 200 €.
- With regard to the cashback offer, the Merchant shall not differentiate between the cardholders of different card-issuing payment service providers. In doing so, the merchant may also take into consideration the cash funds available in the cash register.

14. Amendment of Terms and Conditions

The Merchant will be informed in writing of any changes to these Terms and Conditions. If an electronic method of communication has been agreed with the Merchant, the changes may also be communicated using this method if the nature of transmission permits the Merchant to store or print the changes in a readable format. The changes are deemed to have been accepted unless the Merchant raises an objection with its account-managing payment service provider in writing or using the agreed electronic method of communication. The Merchant must be provided with specific information about this process on the notification of the changes. The Merchant must submit its objection to its account-managing payment service provider within six weeks after being notified of the changes.

15. Governing law, legal venue and contractual language

These Terms and Conditions and the appendices thereto are governed by the laws of the Federal Republic of Germany. The exclusive legal venue for any disputes relating to these Terms and Conditions is Berlin. A payment service provider affiliated to the girocard scheme and the Merchant may also be taken to court where their registered head office is situated.

If an appendix to these terms and conditions or any other component of the terms and conditions referred to herein is available exclusively in English, the English text of the appendix/other component of the terms and conditions shall be binding; the German Banking Industry Committee will not provide a translation of such texts into German. If these terms and conditions, an appendix to these terms and conditions or any other component of the terms and conditions referred to herein are available in German and a translation is provided by the German Banking Industry Committee, the German version shall be binding.

[Please note: Presently, in October 2025, German versions of the Terms and Conditions and the appendix (Technical Appendix) are available and are applicable.]

Appendix 1: Technical Appendix to the Terms and Conditions for Merchants

Technical Appendix to the Terms and Conditions for Participation in the girocard scheme of the German Banking Industry

(Terms and Conditions for Merchants)

This English version is non-binding.
Please refer to the applicable German Version, dated April 26th 2024.

Version of April 26th 2024

1. Approved cards

Cards issued by German payment service providers and bearing a girocard logo as set out in section 2.4 may be used on terminals of the girocard scheme of the German Banking Industry.

2. Operating instructions

2.1 Security requirements (privacy screen)

System security is generally ensured by the network provider.

The merchant for his part must take suitable actions to provide a privacy setup so that customers can enter their PIN without the entry being observed. This includes in particular the following:

- The place where the customer terminal is located should be selected and designed so that the privacy screen, in conjunction with the customer's body, provides the best possible protection to prevent others from observing the PIN being entered.
- Hand-held units should be handed over to the customer.
- Desktop devices should be adjustable to allow the customer to adapt to changing conditions.
- Video cameras and mirrors should be positioned in such a way that they cannot be used to observe the PIN entry.
- Privacy zones should be set up in front of the terminal.

2.2 General requirements relating to terminals

The network provider is required only to connect terminals to the network that comply with the Banking Industry's requirements (cf. section 3 of the Terms and Conditions for Merchants). These are limited to

- the frictionless processing of transactions in compliance with a few basic functions,
- the design of the customer interface (display/customer receipts/PIN pad) to ensure the scheme's uniform appearance and in particular
- system security that guarantees the secure transmission of transaction data and the personal identity number (PIN) by the use of suitable software and hardware.

2.3 Special requirements for AppPOS terminals

The network operator is obliged to impose the following requirements of the German Banking Industry Committee on the merchant when operating AppPOS terminals:

- Merchants affiliated to the girocard scheme are obliged to regularly install updates for the acceptance app. The cycle for installing updates will be communicated to the merchant by the network operator upon commissioning.
- Before using the AppPOS terminal, the merchant is obliged to ensure that all available security patches for the operating system have been installed.
- The device used as an acceptance device for an AppPOS terminal must be stored with particular care to prevent it from being lost and/or misused.
- The network operator must be informed immediately of any loss or theft. Before passing on the device, the network operator must be informed, and the acceptance app must be deleted.
- Merchants affiliated to the girocard scheme must protect access to the device used as an AppPOS terminal with a personal PIN code (device PIN) intended for the mobile device or by other suitable means (e.g. fingerprint).
- The merchant must take technical measures to protect the device used as an AppPOS terminal. In particular, no security mechanisms of the device may be disabled. Furthermore, no apps may be installed that do not originate from trusted sources.

2.4 girocard logos

To indicate card acceptance a "girocard" brand logo must be displayed at the point of sale in accordance with the applicable girocard brand design guidelines (see style guide).



