

General Conditions

Consumers

applicable to payment by invoice and provisions on the protection of data.

Version of 15.06.2019 – v. P001

The present General Conditions apply to purchases made by invoice with SWISSBILLING SA (hereinafter "SWISSBILLING" or "SWB"), with its registered office at Rue du Caudray 4 in CH-1020 RENENS (VD). By choosing this means of payment, the buyer confirms that they accept the present General Conditions. The conditions in force at the time of purchase are applicable to this purchase.

A. What is the SWISSBILLING payment by invoice solution?

- 1.1 **A payment solution.** SWISSBILLING is a payment solution which allows you to make payments for your purchases on or offline by invoice, in a maximum of three instalments in a period of three months following the order.
- 1.2 **Based on an assignment of receivables.** In legal terms, the payment by invoice with SWISSBILLING amounts to an assignment of receivables from your service provider to SWISSBILLING: the role of SWISSBILLING is strictly limited to collecting payment for the service. As assignee of receivables, SWISSBILLING has the right to demand payment of the invoice from you within the payment period set out.
- 1.3 **Your service provider remains your main point of contact for your order.** Your service provider's obligations in relation to the sales contract or any other obligation relating to the order remain in tact: it is therefore to them that you must direct any question or problem concerning the provision of the service agreed upon, whether this is in connection with delivery, returning items, quality of the order, provision of the service or other. SWISSBILLING only deals with questions relating to the payment of the service.
- 1.4 **Different forms.** When you are completing your order during the check-out process, you can choose if you wish to receive the invoice by email in PDF format or by post. The billing costs may differ in these two cases.

B. Who can use the SWISSBILLING payment by invoice solution?

- 2.1 **Adults who are solvent and residing legally in SWITZERLAND or in LIECHTENSTEIN.** The SWISSBILLING payment by invoice solution is available for people of legal age able to exercise their civil rights, residing in Switzerland or in Liechtenstein and having sufficient funds to make the order. Legal entities can use the SWISSBILLING payment solution. They must have their registered office in Switzerland or in Liechtenstein for this.
- 2.2 **Accepted by SWISSBILLING.** For security reasons, risk control and to combat excessive debt, the option of paying by invoice with SWISSBILLING is subject to an internal verification process, mainly based on automated data processing. As part of this verification, SWISSBILLING verifies the *identity* of the buyer, their *address*, their *solvency* and checks that the *pending limit* has not been exceeded. SWISSBILLING is in no circumstances required to accept a request for payment by invoice, nor to justify the reasons for its decision. That being said, SWISSBILLING is happy to inform you of the following:
 - (a) If your *address* is not (yet) listed in the conventional databases, in particular at Swiss Post or CRIF AG in Zürich, you cannot, in principle, use the SWISSBILLING payment by invoice solution. If this is the case, you should provide us with any document proving your current address (identity card, licence, lease agreement etc.) so that we can update it. This process can take several days, meaning that if the purchase has to be made in the short term, the buyer must select another means of payment available;
 - (b) The solvency check is carried out taking into account in particular our past payment experiences as well as data provided in the databases of CRIF AG in Zürich (www.crif.ch). For any questions relating to the information contained in the CRIF AG database, simply follow the request process as set out on the CRIF AG site.
 - (c) If you are rejected based on the payment limit, you will be informed by email of this limit. You thus need to reduce the amount of your order if this is possible. Failing that, the buyer must select another means of payment available or, if an invoice is still outstanding with SWISSBILLING, pay it as soon as possible. Their limit will be increased accordingly.

Buyers can direct their request for an explanation regarding the rejection of the transaction by SWISSBILLING to the following address: support@swissbilling.ch. They may be asked to provide ID to ensure the confidentiality of the information required.

C. What are the fees to be borne by the buyer and paid to SWISSBILLING ?

- 3.1 **Billing and mailing costs** SWISSBILLING may charge the buyer billing costs, namely an amount per invoice, as a fixed percentage of the order and/or fixed amount. The amount of these fees is stated clearly and appropriately as part of the check-out process. They may vary depending on the type of billing selected (email or postal).
- 3.2 **Fees for payments by instalments.** When SWISSBILLING offers a payment in several instalments, each instalment incurs the payment of additional administrative fees. For orders under CHF 450.00 (excluding delivery fees), SWISSBILLING charges an administrative fee of CHF 3.00 per monthly payment. For orders of over CHF 450.00 (excluding delivery fees), SWISSBILLING charges a 2% administrative fee spread out evenly over the three instalments.
- 3.3 **Fees for copies and looking up addresses.** For any request for a copy of the invoice in paper form, sent by Swiss Post, SWISSBILLING charges CHF 2.00. If the address given by the buyer at the time of the order is not or is no longer valid, SWISSBILLING is entitled to charge a fixed fee for looking up addresses of CHF 18.00.
- 3.4 **Repayment costs.** Except in the case of a fault or product recall, repayments to the buyer entail an administrative processing tax of CHF 25.00.
- 3.5 **Reminder and compensation fees in accordance with article 106 Swiss Code of Obligations.** See below, art. 4.2.

D. What happens if I don't pay my invoice?

- 4.1 **Delays in payment.** The invoices to be settled with SWISSBILLING must be paid by the due date stated on the invoice or by the due date of the agreed payment instalments. If payment is not made by the fixed or agreed due dates, the buyer shall be in payment arrears, without SWISSBILLING having to proceed to a formal demand. As of this moment, SWISSBILLING will proceed to freeze any new order and may inform CRIF AG of this situation.
- 4.2 **Reminder and recovery fees.** When the buyer is in payment arrears, they must pay reminder fees to SWISSBILLING, the amount of which is stated in the service provider's contractual conditions. If no such specific amounts are stated, the reminder fees for SWISSBILLING shall be CHF 15.00 for the first reminder and CHF 15.00 for each subsequent reminder. In any case, SWISSBILLING reserves the right to additionally charge interest in arrears and a compensation payment in accordance with art. 106 Swiss Code of Obligations. If the invoice is subject to a payment in several instalments, delay in payment of one of the agreed instalments shall incur the immediate payment of the balance of the invoice, in capital, fees and interest. If payment is not received after the customary reminders, the debt will be transferred to our debt-collection partner. You will be charged recovery fees totalling 15% at least of the amount of your debt, excluding costs of proceedings or court costs.
- 4.3 **In the case of identity theft.** If a buyer states that someone has placed an order using their identity and without their consent, then they must lodge a criminal complaint on this ground to the law enforcement authorities or the police where they live. They must then provide SWISSBILLING with a copy of the criminal complaint or the police report concerning the invoice in question. As soon as these documents are received from the buyer, SWISSBILLING will suspend its claims towards them until the legal situation has been clarified.
- 4.4 **In the case of fraud or other criminal behaviour.** The SWISSBILLING payment by invoice solution must be used in good faith. The buyer must refrain from this solution if they know, was able to know or should have known, demonstrating minimum attention, that they would be unable to settle the invoice for the purchase in the agreed timeframe. Similarly, a buyer does not have the right to use different identities to place an order with SWISSBILLING. Such behaviour constitutes an offence punishable in law. The same applies if an attempt is simply made to place the order but it is refused by SWISSBILLING. It is SWISSBILLING practice to inform the law enforcement authorities immediately of this type of case without further inquires.

E. Miscellaneous

- 5.1 **Prohibition on offsetting.** The invoices to be settled with SWISSBILLING by the buyer cannot be offset against the claims brought against the service provider.
- 5.2 **Disclaimer.** SWISSBILLING accepts no responsibility in the case of rejection or unavailability of its service for fulfilling an order.
- 5.3 **Changes to the General Conditions.** SWISSBILLING may modify the present General Conditions at any time by sending an email notification to the address stated at the time of purchase. In the absence of a written objection from the buyer within a time period of 10 days after the notification was sent, it will be considered that the modifications have been accepted.
- 5.4 **Applicable law and place of jurisdiction.** In the event of a dispute, only Swiss law shall be applicable. The place of jurisdiction is in Lausanne.

SWISSBILLING SA
RENENS, on 15.06.2019



Data protection

Version of 15.06.2019 – v. P001

SWISSBILLING shall decide whether it accepts or rejects the requests for payment by invoice that it receives.

SWISSBILLING carries out an evaluation electronically using data linked to the buyer and the order. The data used may come from data that the buyer provides it with, from its own database and/or be provided by third parties contractually linked to SWISSBILLING.

SWISSBILLING is a subsidiary of CEMBRA MONEY BANK SA, Bändliweg 20, 8048 Zürich. SWISSBILLING, CEMBRA MONEY BANK SA as well as any other companies directly or indirectly linked to CEMBRA MONEY BANK SA, together form the CEMBRA Group.

By approving the present provisions on data protection, the buyer is consenting to their personal data (in particular: first and last name, street, house number, post code, town, date of birth, telephone number) or data linked to the order (in particular: basket, order history, payment experiences, IP address) being processed by SWISSBILLING and the members of the CEMBRA Group in order to be granted payment by invoice. The buyer also accepts that SWISSBILLING saves these data and exchanges them with third parties under some conditions. These conditions are defined as a whole in the following sections.

A. What principles does SWISSBILLING adhere to in data protection?

1. The responsible and legal processing of personal data remains a core concern for SWISSBILLING SA, Rue du Caudray 4, 1020 RENENS (hereinafter "SWISSBILLING" or "we"). The present Provisions ("provisions") describe how we process your personal data. Insofar as you already use SWISSBILLING products and services or have done in the past, the present provisions also concern your personal data collected and already saved by SWISSBILLING. SWISSBILLING is a subsidiary of CEMBRA MONEY BANK SA, Bändliweg 20, 8048 Zürich. SWISSBILLING, CEMBRA MONEY BANK SA as well as any other companies directly or indirectly linked to CEMBRA MONEY BANK SA, together form the CEMBRA Group. SWISSBILLING processes personal data in accordance with data protection legislation.

B. What data in particular can SWISSBILLING process?

2. SWISSBILLING processes your personal data insofar as and for as long as they are necessary for accepting and managing its payment by invoice service, in particular for bill collection, for managing business relations with the customer, for fulfilling agreed services, for concluding contracts, for responding to questions from traders and buyers relating to billing, for evaluation purposes, for improving and developing new products as well as for services, functions and legal and statutory obligations of SWISSBILLING and members of the CEMBRA Group. The legal term "processing" covers all personal data management, in this case by means of the collection, saving and communication of said data.

C. Can SWISSBILLING exchange data with third parties?

3. As part of concluding and executing the contract, SWISSBILLING is entitled to obtain information from external credit investigators, members of the CEMBRA Group, public administration services, the Swiss central credit information bureau (ZEK), the Swiss consumer credit information office (IKO) and any other organisation (such as for example CRIF AG). SWISSBILLING is equally entitled to exchange data with the CEMBRA Group, ZEK, IKO and in accordance with its legal obligations with any other organisations (such as for example CRIF AG). You recognise the right of ZEK, IKO and CRIF AG to make such data accessible to their affiliated members or customers. SWISSBILLING and the members of the CEMBRA Group have the right to save the corresponding information as well as all the data arising from your contractual relationship with SWISSBILLING in their respective databases on solvency.

D. What data processing operations does SWISSBILLING carry out?

4. SWISSBILLING decides, in principle electronically, but sometimes manually, if it accepts or rejects the requests for payment by invoice that it receives. Its decision depends in particular on the data made available to it by the buyer or the customer or transferred by third parties with which it is contractually linked. SWISSBILLING and the CEMBRA Group may evaluate and process the data of individuals who have, in particular, characteristics with the potential to undermine the interests of SWISSBILLING and the CEMBRA Group (for example, behaviour which is potentially unethical, punishable by law or which could trigger a breakdown of the contractual relationship).

E. Is SWISSBILLING authorised to process data for marketing purposes?

5. SWISSBILLING and the members of the CEMBRA Group have the right to use your data, including data obtained from third parties, for marketing purposes and for evaluating risks in Switzerland and abroad. These data relate, in particular, to:
 - (i) Identification data such as last name, first name, gender, age, date of birth, nationality, address, telephone number, email address, customer number, profession;
 - (ii) Contractual data such as the date, the type, the content, the contractual partner, payment habits;
 - (iii) Data relating to customer activities such as the type of products and services purchased, customer preferences, customer information transferred to end devices including the type of device, the name of the device, the operating system and its version.
6. Moreover, SWISSBILLING and the members of the CEMBRA Group have the right to use these data in order to send information relating to SWISSBILLING products and services and those of the members of the CEMBRA Group as well as selected commercial partners to your postal address, your email or your telephone (e.g. by text). SWISSBILLING may assign third parties to send such information. In order to send you offers or individualised publicity that is targeted and adapted to your needs, we devise profiles which are based on a segmentation of customer groups. To this end, we match and analyse the relevant data for marketing purposes. You consent to SWISSBILLING transferring your data to the CEMBRA Group for marketing and advertising purposes. You can object in writing at any moment to the processing of your data for marketing purposes by SWISSBILLING.

F. Can SWISSBILLING transfer your data to third parties?

7. Outsourcing (externalisation) of data processing and use of service providers. SWISSBILLING may partly externalise its services to third parties, in particular in the areas of conducting commercial processes, IT and system control security, study of the market, calculating credit and market risks in connection with business, as well as managing contractual relationships (e.g. requesting and fulfilling contracts, recovery, communication with customers). You consent to SWISSBILLING having your data processed by third parties for these purposes in Switzerland and abroad.
8. Data processing abroad and processing confidentiality. SWISSBILLING is entitled to have personal data processed in states without a valid and adequate data protection framework. In these cases, SWISSBILLING fully complies with the legal provisions or recommendations established by the state authorities. Thus, the data are only transferred when the receiving party has undertaken beforehand to adhere completely to the provisions relative to data protection according to Swiss law on data protection. In this regard, you give your express consent for SWISSBILLING to process personal data or have it processed freely and to an appropriate degree in Switzerland and abroad. Furthermore, SWISSBILLING reserves the right to transfer data over the internet. The internet is a global network which is open and accessible to everyone. Although SWISSBILLING takes appropriate steps to ensure that your data is protected, nothing can guarantee absolute protection of confidentiality.
9. Other types of data transfer. SWISSBILLING may transfer data to third parties or have data processed by third parties in order to comply with legal obligations. In addition to the provisions described above setting out cases of transfer, we may process your personal data and transfer them to third parties if this should be necessary or appropriate to adhere to the law and provisions in force, to check that they are adhered to and to follow up requests from relevant authorities. Such transfer or processing may be valid in the event of overwhelming private interests. An interest of this type may consist in suspecting illegal or unethical behaviour or behaviour which could trigger a breakdown in the contractual relationship to the detriment of SWISSBILLING or a member of the CEMBRA Group.



G. How long does SWISSBILLING keep your data for?

10. **SWISSBILLING and the members of the CEMBRA Group keep all personal data for the corresponding purposes (cf. figures 2, 3, 4 and 5 at the top of the page). In the event of legal or statutory requirements prevailing, the length of storage shall be determined based on the applicable respective provisions.** Both the Swiss central credit information bureau (ZEK) and the Swiss consumer credit information office (IKO) may impose storage obligations on all members, as part of their statutory or legal obligations. Information relating to such obligations is published fully and independently by these organisations (e.g. on their website). In these cases, the storage period conforms to these obligations.
11. **In exceptional circumstances, it is possible that SWISSBILLING and the CEMBRA Group keep data for a longer period of time in order to guarantee overwhelming private interests.** This can be in relation to a criminal investigation, unethical behaviour or any other similar case. Such an exceptional situation provided for by law, leads to the stored data being deleted as soon as the justification for their storage no longer applies.

H. What are your rights in relation to your personal data?

12. **Right of access to information.** You have the right at any moment, by writing, and in principle without any costs, to obtain information relating to your data processed by our services. To do this, we recommend that you attach a copy of your passport or ID in the request you send us. We also recommend that you inform us as precisely as possible for what period of time and for what circumstances you wish to obtain this information.
13. **Rights to modification and deletion.** You have the right to request that inaccurate personal data be modified. A demand to delete the data can be considered if SWISSBILLING is not required legally, contractually or for any other reason to keep said data. If this is the case, we will inform you in principle of the reasons why deletion cannot be **carried out**.
14. **Right of revocation.** You have the right to revoke or to object at any time to a request for consent to process data. You can inform us of this in writing, using our address.
15. **Contact.** For any questions, you can contact us at the following address: SWISSBILLING SA, Rue du Caudray 4, 1020' Renens (VD).