

## General Terms and Conditions

Valid as of 1<sup>st</sup> October 2024

### 1. General information

- 1.1 These General Terms and Conditions (hereinafter: "GTC") govern the legal relationship between you and CembraPay AG (UID: CHE-100.733.936, hereinafter: "CembraPay") regarding the selected payment option.
- 1.2 By using a payment option, you confirm that you have read and understood the GTC and that you agree to them.
- 1.3 The use of a payment option is generally available to legal persons (natural persons and legal entities). Depending on the merchant, the use of the payment option may be restricted or extended for certain user groups.
- 1.4 In order to use a payment option of CembraPay, you must have a Swiss bank account.

### 2. Receivables from purchase and/or service contracts

- 2.1 You shall pay all claims resulting from purchases from affiliated merchants - for which you have chosen the CembraPay payment option - exclusively to CembraPay in accordance with the applicable payment conditions (see Clause 3). A payment to the merchant does not release you from the obligation to pay CembraPay.
- 2.2 The merchant assigns its claim arising from the underlying transaction (purchase and/or service contract) to CembraPay. The assignment of the claim by the merchant and the invoicing by CembraPay shall have no novating effect.
- 2.3 The purchase and/or service contract concluded between you and the merchant is binding exclusively between you and the merchant and its execution shall be governed by the terms and conditions agreed therein. Customer enquiries of any kind concerning the goods/services, discrepancies, complaints, delivery time, revocations, objections, shipments, returns, warranty cases, credit notes as well as objections and claims by you against the merchant etc. (hereinafter: "Defences and Objections") shall be addressed exclusively to the merchant. Defences and Objections against the merchant do not release you from the full payment obligation towards CembraPay. Notwithstanding such Defences and Objections, you shall pay to CembraPay the full invoice amount. CembraPay will not refund invoices already paid by you to CembraPay unless the merchant confirms the credit.
- 2.4 You must forward any returns of goods directly to the merchant. If you send returned goods to CembraPay, CembraPay will forward those for an additional fee to the merchant.

### 3. Payment conditions

You are obliged to pay CembraPay the invoice amount due (plus any fees) in accordance with the payment option you selected at the check-out of the merchant (see sections 3.1.-3.3.). The payment conditions are shown when selecting the payment option or on each invoice. The payment term shall be deemed observed if the amount due is credited to CembraPay's account on the last day of the payment term. **CembraPay's payment options are generally offered free of charge**, provided that no additional services are used or expenses are incurred. The fees and costs for additional services provided by CembraPay and for any expenses incurred by you are set out in the fee table..

#### 3.1 CembraPay Single Invoice

The total amount (plus any fees) must be received by CembraPay within 20 or 30 days as of the date of the invoice (as set out at the merchant check-out or on the invoice).

#### 3.2 CembraPay Invoice

Instalment	Minimum amount of the total invoice amount (plus any additional fees)	Payment term as of invoice date
1.	10% (min. CHF 5.00)	20 days
2.	50%	59 days
3.	Remaining amount	90 days

The total amount must be received by CembraPay within three months. You are free to pay a higher amount than stated above or even the entire outstanding amount at any time.

#### 3.3 CembraPay ZERO

Chosen instalment plan	Number of instalments	Payable within no. of months	Amount: Monthly amount due in relation to the purchase price	Payment term as of invoice date
3in3	3	3	1/3	25 days
4in4	4	4	1/4	25 days
6in6	6	6	1/6	25 days
12in12	12	12	1/12	25 days
24in24	24	24	1/24	25 days
36in36	36	36	1/36	25 days
48in48	48	48	1/48	25 days

### 4. Default

Upon expiry of the payment term of an invoice, you will be in default without any reminder. CembraPay may appoint third parties with the collection and is entitled to assign the invoice claim(s) to third parties. The applicable fees, costs and interest are set out in the fee table. The collection service provider has a direct right of claim.

### 5. Communication

- 5.1 By default, invoice(s) are sent electronically to the valid e-mail address you have provided to CembraPay. By agreeing to these GTC, you confirm that you use your e-mail address for legal business purposes and that you will regularly check your e-mails, monitor them and respond in a timely manner. If you provide an invalid e-mail address, CembraPay may send the invoice(s) and any reminders by post, subject to additional fees.
- 5.2 Communication between you and CembraPay shall generally take place via [www.cembrapay.ch](http://www.cembrapay.ch) as well as by e-mail.
- 5.3 You expressly authorize CembraPay to communicate with you by e-mail (unencrypted) via the e-mail address you have provided. All communications from CembraPay by e-mail to the e-mail address provided by you shall be deemed to have been received by you within two calendar days of being sent (fiction of receipt). You acknowledge that the transmission of e-mails via the internet is neither encrypted nor secure. The internet is a worldwide, open network accessible to everyone.
- 5.4 Invoices and reminders can also be sent to you by post at your express request, subject to a charge. If the invoice is ordered to be sent by e-mail but paid at the post office counter, a flat fee will be charged subsequently in accordance with the fee table.
- 5.5 You are obliged to notify CembraPay immediately of any changes to your details (namely name, e-mail and postal address, mobile phone number). Until CembraPay receives a new address, notifications from CembraPay to the last known address (in particular e-mail address) shall be deemed to have been validly received.

### 6. Duration and termination of the contract

- 6.1 This contractual relationship shall end with the settlement of the outstanding total amount (invoice plus any fees or interest).
- 6.2 CembraPay is entitled to terminate the contractual relationship at any time and without giving reasons by notifying you in writing. In this case, you must pay the outstanding total amount within the payment period specified in the notification. If you move abroad, the outstanding total amount is due immediately.

### 7. Data protection and credit assessment

- 7.1 **General.** CembraPay strictly complies with the legal and regulatory data protection provisions, in particular with the Swiss Federal Data Protection Act (DSG). CembraPay is responsible for the below-mentioned data processing. CembraPay's privacy policy (hereinafter "Privacy Policy") contains detailed information on how CembraPay processes personal data. The currently valid Privacy Policy can be viewed at [www.cembrapay.ch/en/privacy](http://www.cembrapay.ch/en/privacy).
- 7.2 **Data sources.** When using the payment option of CembraPay, your personal data (e.g., first name and surname, e-mail and postal address, date of birth, telephone number, shopping cart, order history, payment habits, creditworthiness information, IP address and Device ID) will be processed in accordance with the Privacy Policy. CembraPay receives the processed personal data directly from you, from CembraPay's database and from other group companies of Cembra Money Bank AG (these can be seen at [www.cembra.ch/group](http://www.cembra.ch/group); hereinafter "Cembra Group Companies"), from affiliated merchants and cooperation partners of CembraPay, from credit information databases such as Intrum AG, from authorities such as debt collection agencies as well as from other third parties mentioned in CembraPay's data protection statement. If CembraPay receives data from Cembra Money Bank AG, you expressly waive banking secrecy in this context.

- 7.3 **Data Processing Purposes.** CembraPay processes the personal data of its customers for the following purposes: checking identity and creditworthiness, providing and managing the payment option and service (e.g. collecting invoices, managing the business relationship with the customer, performing the agreed services, concluding contracts, answering Customer questions, evaluation and improvement purposes and developing new products), risk and fraud prevention and other purposes set out in the Privacy Policy. You agree that CembraPay and the companies of the Cembra Group may process your personal data for marketing purposes and evaluations (namely for quality and/or effectiveness analyses and surveys, to create profiles and to offer you products and services of the companies of the Cembra Group and of third parties by mail, e-mail, SMS or in the app, if available). **You may withdraw your consent to electronic communication and the use of your personal data for marketing purposes at any time by post or in the App (if available).**
- 7.4 **Identity and credit checks.** As part of the identity and credit check, CembraPay reports the contract as well as the information provided by you in the application process regarding your personal details and your financial circumstances to Intrum AG (as well as other credit information files, if applicable). You acknowledge and agree that Intrum AG is expressly permitted to process this data in accordance with its data protection provisions (available under the following link: [www.intrum.ch](http://www.intrum.ch) -> Data protection) and, in particular, to make it available to other third parties. CembraPay receives information from Intrum AG about your creditworthiness, in particular information about your personal details, your ability to pay and other obligations.
- 7.5 **Automated individual decisions.** CembraPay makes automated individual decisions on the acceptance or rejection of a payment option based on the transmitted customer and order data. In the event of a rejection, you may request that the decision be reviewed by a natural person.
- 7.6 **Outsourcing to third parties.** You acknowledge that CembraPay may outsource certain activities, in particular in the area of administration of the contractual relationship (e.g., application and contract processing including creditworthiness checks, correspondence, dunning and collection) as well as data storage, in whole or in part, to third parties in Switzerland and abroad. CembraPay may also commission third parties (e.g., cooperation partners, merchants, agencies) with the evaluation of your personal data and the dispatch of offers from the companies of the Cembra Group. In this case, CembraPay shall ensure that the order processors and recipients of the personal data are subject to the corresponding secrecy and data protection obligations.
- 7.7 **International transmission.** In principle, CembraPay stores and processes customer's personal data exclusively in Switzerland and the EU. In certain cases, however, CembraPay may commission data-processors who process personal data worldwide. These cases are described in CembraPay's Privacy Policy. CembraPay ensures that local legislation guarantees adequate data protection according to the Annex 1 of the Data Protection Ordinance (DPO) or, if the legislation does not guarantee adequate data protection, that data protection is ensured by other means, in particular standard contractual clauses or other adequate safeguards.
- 8. Exclusion of Liability**
- 8.1 CembraPay excludes any liability for direct and indirect damage to the extent permitted by law. In particular, CembraPay shall not be liable for any damage that may arise if an affiliated merchant refuses to accept a payment by payment option for any reason or if a payment by payment option cannot be executed for technical or other reasons. CembraPay further disclaims any warranty and liability if harmful software or the like has been installed on the internet-enabled device you are using. Furthermore, CembraPay shall not be liable for any damage caused by misuse of data, technical malfunction or use of the Internet connection.
- 8.2 Any liability or warranty claims against the affiliated merchant shall solely exist against that merchant. CembraPay disclaims any warranty and liability in this respect. In particular, any complaints about goods or services purchased as well as disagreements and claims arising from these legal transactions must be addressed directly to the merchant. CembraPay cannot be held liable for any set-off defence to which you may be entitled against the affiliated merchant.
- 8.3 Where you indicate that a person has carried out a transaction using your identity without your consent, it is your responsibility to file a criminal complaint in this respect with the relevant authorities, or to clearly prove the abuse of identity, with documentary evidence. You should send CembraPay a copy of the criminal complaint, police report or other evidence of identity abuse relating to the invoice in question. On receipt of these documents from you, CembraPay may decide to suspend its claims until the outcome of the criminal complaint is known.
- 9. Changes**
- CembraPay reserves the right to amend these GTC and the fee table at any time. Such amendments will be communicated to you by e-mail or in another suitable form (e.g., together with the invoice) and shall be deemed to have been approved if you do not object within 30 days. You can access the currently valid GTC any time under [www.cembrapay.ch](http://www.cembrapay.ch).
- 10. Severability clause**
- Should any provision of these GTC be or become invalid or void, this shall not affect the validity of the remaining provisions. In the event that a provision is invalid or void, it shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.
- 11. Final Provisions**
- 11.1 CembraPay may assign all rights and claims arising from the contractual relationship with you to third parties at any time. Likewise, CembraPay may transfer all or part of the contractual relationship to third parties.
- 11.2 All rights of set-off against CembraPay are excluded.
- 11.3 This legal relationship shall be governed exclusively by Swiss substantive law. The exclusive place of jurisdiction for all proceedings is Zurich.

**Table of fees**

Address enquiries	CHF 30.-
Forwarding of returned goods	CHF 25.-
Additional fee for postal dispatch if an incorrect e-mail address is given	CHF 10.-
Fee if postal dispatch is chosen (per dispatch, incl. post office counter fee)	CHF 4.25
Flat rate for unpaid post office counter fees (cf. item 5.4.)	CHF 10.-
Default interest	14.9%
Reminder fees (per reminder)	CHF 30.-
Refunds (not in connection with a goods return, product defect or product recall)	CHF 25.-
Costs in case of transfer to collection service provider:	
For collection services by a third party, you owe CembraPay the following compensation in CHF, depending on the amount of the claim in question: CHF 50.00 (up to CHF 20.00); CHF 70.00 (up to CHF 50.00); CHF 100.00 (up to CHF 100.00); CHF 120.00 (up to CHF 150.00); CHF 149.00 (up to CHF 250.00); CHF 195.00 (up to CHF 500.00); CHF 308.00 (up to CHF 1,500.00); CHF 448.00 (up to CHF 3,000.00); CHF 960.00 (from CHF 3,000.01).	

CembraPay is entitled to waive these fees, costs and interest in whole or partially.