

# General Terms and Conditions for the Use of the VZ TWINT App



## A General

### 1. Scope of application

VZ Depository Bank Ltd (hereinafter «VZ») is a subsidiary of VZ Holding Ltd. TWINT AG (hereinafter «TWINT AG») is a Swiss corporation independent of VZ and headquartered in Zurich.

These General Terms and Conditions govern the use of the VZ TWINT app (hereinafter «GTC VZ TWINT») and the services provided by VZ and apply in addition to the contractual documents for the existing account solutions of VZ.

These GTC shall be deemed to have been accepted as soon as clients declare their consent in the VZ TWINT app.

### 2. Services

The VZ TWINT app is a mobile app that allows cashless payments to be made via the TWINT payment system.

The VZ TWINT app can be used by clients to make payments between TWINT users («P2P payment») and as a payment method in traditional retail stores, at ATMS, online and in apps, provided the merchants or service providers are authorised and accept TWINT as a payment method (hereinafter «merchants») («P2M payment»).

TWINT AG may also authorise the use of the VZ TWINT app abroad with merchants that are connected to a foreign payment system that cooperates with the TWINT system. Such transactions will be transferred to the TWINT payment system by the foreign payment system (hereinafter «international payment»).

TWINT AG also offers various added-value services. These include, in particular, the saving or activation of client loyalty cards and services in the area of mobile marketing. These added-value services allow clients to receive and manage coupons, stamp cards and other campaigns in the VZ TWINT app, among other things. Clients may use these services to collect stamps and redeem loyalty rewards, discounts and credits via the VZ TWINT app.

### 3. Technical requirements

The VZ TWINT app may only be downloaded from an official app store. A smartphone that (i) is equipped with either the iOS or Android operating system and (ii) meets the requirements set out in the respective app store is required.

Use of the payment function and the added-value services requires an active internet connection.

### 4. Registration and identification

In order to use the VZ TWINT app, clients are obliged to register in the VZ TWINT app and to provide the requested information. VZ reserves the right to request further information in order to fulfil regulatory requirements. For security reasons, the telephone number registered will be verified via SMS. By registering, the client confirms that they are the rightful user of the telephone number and smartphone.

Any changes to details provided during registration must be updated in the VZ TWINT app without delay.

VZ reserves the right to reject registration attempts without providing a reason or to cancel registrations that have already been completed.

### 5. Confidentiality

In principle, the nature of the business relationship and the resulting information (e.g. name, place of residence, transaction details) shall be handled confidentially. Where necessary, information may be disclosed to the payee and other third parties for the purpose of providing services. The duty of confidentiality may be waived in order to safeguard the legitimate interests of VZ. This shall apply, in particular, in the following cases:

- Acknowledgement of statutory obligations to provide information and meeting regulatory requirements;
- for the collection of receivables of VZ;
- legal disputes.



## 6. Support

VZ shall provide clients with a help function via the VZ TWINT app that offers technical support. VZ can also call on third parties for the provision of this support. To enable them to perform this task, they may be granted access to relevant data.

## 7. Duty of care and other client obligations

When using the VZ TWINT app, the following duties of care in particular must be observed by clients:

- Clients must protect their smartphone against unauthorised use or manipulation (e.g. by locking the device or display).
- The code for the use of the VZ TWINT app must be kept secret and must not be disclosed to other individuals under any circumstances or stored together with the smartphone.
- The selected code may not be made up of easily ascertainable combinations (mobile number, date of birth, etc.).
- Should damages be suffered, clients must, to the best of their knowledge, contribute to clarifying the case in question and mitigating the damage. In the event of criminal acts, clients must file a complaint to the police.
- If the smartphone is lost, and especially in the case of theft, VZ must be informed promptly so that the VZ TWINT app can be blocked.
- Jailbreaking (the deactivation of the smartphone's security structures for the installation of applications that are not officially available) and the setting up of root access (establishment of access at the system level of the smartphone) are forbidden, as is the installation of apps not available in official app stores, as these make the smartphone more prone to viruses and malware.
- Prior to each payment, the client must check the payee details in order to prevent incorrect transactions.
- Completed payments must be checked. Any discrepancies determined must be reported to VZ immediately within 30 days at the latest. In no circumstances whatsoever can international payments be reversed and, accordingly, no complaints can be accepted.

Clients are responsible for the use of their smartphone and shall bear all consequences arising from the use of the VZ TWINT app on their smartphone. In particular, unauthorised actions undertaken with the VZ TWINT app on a client's smartphone by a third party shall be attributed to the client.

## 8. Private use; misuse

The VZ TWINT app may not be used for commercial purposes; in particular, the use of the VZ TWINT app for receiving P2P payments arising from the processing of commercial sales or the provision of services is not permitted.

If the use of the VZ TWINT app deviates significantly from normal usage patterns or if there is any indication of behaviour that is illegal or in breach of the agreement, VZ can encourage clients to use the app in a legally and contractually compliant manner, alter the provision of the service with no compensation or prior notification, terminate the agreement without notice and with no compensation and, where necessary, demand compensation for damages and indemnification against third-party claims. The same shall apply in instances in which clients provide incorrect or incomplete details upon registration.

## 9. Liability

VZ shall not be liable for losses or damages incurred through the client's use of the VZ TWINT app, especially those losses or damages that:

- are due to transmission errors, technical faults or defects, failures and unauthorised access or interference on the smartphone;
- can be traced back wholly or partially to a breach of these GTC VZ TWINT or applicable legislation on the part of the client;
- are due to a fault or error on the VZ TWINT app or the hardware used;
- are due to faults, interruptions (including for system maintenance work) or overloads of the relevant IT systems or networks;
- are due to payments that are not processed or are processed after a delay;
- relate to added-value services;
- can be traced back to the actions or omissions of a third party (including VZ auxiliaries).



To the extent permitted by law, VZ shall not accept any liability for secondary damages, lost profits or data losses under any circumstances.

The client shall reimburse VZ for damages or losses that are suffered by VZ as a result of non-compliance with these GTC VZ TWINT or applicable legislation, erroneous or incomplete information provided by the client or erroneous or incomplete execution of instructions.

## **10. Changes to the GTC**

VZ can make amendments to the GTC VZ TWINT at any time. Any changes shall be communicated in an appropriate manner. If the client does not consent to the changes, the client may no longer use the VZ TWINT app.

## **11. Reservation of statutory regulations and service restrictions**

Any statutory provisions that govern the operation and use of smartphones, payment systems, the Internet and other dedicated infrastructure shall remain reserved and shall also be applicable to these services from the time that they enter into force.

The use of the services from outside Switzerland may be subject to local legal restrictions or, under certain circumstances, breach foreign legislation. The payment function shall in principle be limited to Swiss territory and may not be utilised abroad. However, international payments made via a foreign payment system that is cooperating with the TWINT payment system are permitted.

VZ reserves the right to change, limit or completely discontinue the offer in the VZ TWINT app at any time and without prior notification, particularly due to legal requirements, technical problems, for the purposes of preventing misuse, on the orders of the authorities or for security reasons.

VZ may, at its own discretion and without prior notification, limit or prevent the use of the VZ TWINT app for individual clients, decline to process payments on time or at all, reject payments into an account and limit the topping up and releasing of funds, especially where these actions are justified by legal reasons in the view of VZ or reasons relating to its reputation, or in the event of IT attacks, misuse or suspicion of fraud. Circumstances may arise during the term of the business relationship that may obligate VZ to block assets, report the business relationship to a responsible authority or terminate the business relationship.

Upon request, clients shall be obligated to provide VZ with information that it requires to meet its statutory or internal clarification or reporting obligations.

## **12. Intellectual property**

For the duration of the agreement, clients shall receive the non-transferable, non-exclusive right to use the VZ TWINT app. The content and scope of this right are governed by these GTC VZ TWINT. All intellectual property rights shall remain with VZ or the entitled third parties.

## **13. Data protection**

With respect to the procurement, processing and use of its clients' personal data, TWINT AG shall undertake to observe the provisions of Swiss data protection legislation (in particular the Federal Act on Data Protection (FADP) and the Federal Ordinance on Data Protection (FODP)).

The client expressly agrees that VZ may involve third parties (e.g. payment service providers or foreign payment systems or intermediaries in the event of international payments) in the provision of its services and that, where necessary, client data may be disclosed within the framework of such relationships. VZ undertakes to select, instruct and monitor such service providers in a prudent manner.

The client expressly agrees that transaction data may be evaluated for marketing and advertising purposes and, as a consequence, the client's usage patterns may be analysed. This includes data and information regarding the merchant, the time, the type and the amount of the transactions completed via the VZ TWINT app. In addition, the offers that the client views, activates and redeems in the VZ TWINT app shall be recorded and evaluated. VZ has no knowledge as to the contents of the client's shopping basket and, accordingly, shall not evaluate such data.

The analysis of usage patterns and any further data is intended to show clients offers and advertisements relating to products and services affiliated with VZ that may be of interest to the client. Offers from third parties that are not affiliated with VZ shall only be shown to the client if relevant consent has been granted (see «Presentation of campaigns»).

Further information on data processing can be found in the VZ Group's Privacy Policy at [www.vzch.com/en/privacy-policy](http://www.vzch.com/en/privacy-policy).



## 14. Duration and termination

The business relationship between clients and VZ shall be concluded for an indefinite period.

Clients may balance and close their TWINT account in the VZ TWINT app at any time; this is deemed termination. VZ may terminate the business relationship at any time with immediate effect. VZ shall send a written notice of termination to the client's last known (e-mail) address.

If no transaction takes place for four years, the business relationship is deemed to have been terminated by the client.

## 15. Applicable law and place of jurisdiction

To the extent permitted by law, all legal relationships between clients and VZ (including international payments) shall be exclusively subject to Swiss substantive law to the exclusion of conflict-of-law provisions and international treaties.

Subject to the existence of mandatory, statutory provisions to the contrary, the sole place of jurisdiction and place of performance shall be the registered office of VZ. The registered office of VZ is also the place of enforcement for clients domiciled outside of Switzerland.

## B Payment functions

### 1. Limits

Clients can view the applicable limits directly in the VZ TWINT app. VZ reserves the right to decrease or increase these limits at any time or to introduce additional limits, particularly for regulatory and security reasons.

### 2. Paying with TWINT

Clients may make cashless payments using their smartphone and the associated TWINT credit at appropriately equipped shop cash registers within and outside of Switzerland, at ATMs, online, in other apps, by saving TWINT as a payment method for selected merchants, for added-value services and to other TWINT users in accordance with applicable limits.

Upon making a payment, the relevant payment amount shall be deducted directly from the TWINT credit. The value of the TWINT credit available must at least be equal to the transaction amount.

Clients may select the amount at which a payment should only be completed following explicit confirmation («OK» button) in the VZ TWINT app settings. These limits may be amended at any time. This does not apply to payments – and recurring payments (subscriptions) – to merchants for whom TWINT has been saved as a payment method and where the payments (irrespective of the amount) are made at a flat rate. In such cases, the payment is executed automatically in accordance with the process defined by the merchant in question.

Upon saving TWINT as a payment method, the client authorises a merchant to debit the relevant amount directly from their TWINT credit without the need for individual debits to be authorised. These can also be recurring transactions, e.g. subscriptions. Saving this TWINT payment method requires registration with the merchant, whereby no distinction is made between authorisation for a one-off transaction and for recurring transactions, e.g. subscriptions. Authorisation of this kind granted to a merchant can be revoked in the VZ TWINT app at any time. Expired or deactivated registrations can only be renewed through the merchant.

By making a payment using the pre-authorisation function, the client authorises a merchant to effect a later debit (irrespective of the amount). The actual amount is not fixed at the time of pre-authorisation and is only confirmed definitively once the service has been procured. These may be, for example, transactions at auto fuel terminals, where the actual amount is only certain once the fuel has been purchased.

In the case of international payments, clients must always confirm the payment, regardless of the amount. Under no circumstances whatsoever can a transaction be reversed. In the event of complaints, clients must come to an agreement directly with the respective merchant.

For P2P payments to other TWINT users, the client may send additional messages and/or images together with funds. Clients are not permitted to send messages or images with offensive or illegal content via TWINT or to harass other TWINT users using this function.

### 3. Debiting payments

Clients shall acknowledge all P2M and P2P payments that have been made using TWINT credit from their smartphone and registered as a payment in the VZ TWINT app, even when these payments were made without their consent.



## 4. Charges and third-party fees

The installation of the VZ TWINT app and the use of the associated services shall, in principle, be free of charge.

International payments in foreign currencies are automatically converted into Swiss francs at an exchange rate set by a third party. VZ may increase this exchange rate (referred to as a mark-up) and charge an extra fee for the foreign currency transaction. The mark-up and the fees shall be paid solely to VZ. The final amount will always be displayed to the client in Swiss francs for confirmation purposes. If an international payment is reversed, this will be carried out at the exchange rate applicable at the time. Clients shall bear the corresponding risks associated with the exchange rate.

Changes to fees and the introduction of new fees shall be communicated in an appropriate manner. Such changes shall be deemed to have been accepted if the client does not terminate the agreement prior to the entry into force of the relevant amendment (see «Duration and termination»). Any changes to the fees for international payments must not be communicated separately. However, the final amount including all fees shall always be displayed to clients in Swiss francs before an international payment is confirmed.

For P2M payments and the use of added-value services, VZ shall, in some circumstances, receive remuneration from third parties. These third-party fees are set out in detail here. Such fees allow TWINT AG to essentially offer the use of the VZ TWINT app free of charge. The client shall not be entitled to a refund of any third-party fees that TWINT AG has received in the past and may receive in the future.

## 5. Offsetting

Clients shall expressly agree that VZ can offset any outstanding claims against them against their existing credit with VZ.

## C Added-value services

### 1. Mobile marketing campaigns

#### Presentation of campaigns

VZ may present clients with notifications (e.g. information about the VZ TWINT app or advertising), coupons, stamp cards and other campaigns (hereinafter «campaigns») in the VZ TWINT app, where they can be seen, managed and redeemed.

Here, a differentiation is made between the following campaign types:

- Campaigns launched by VZ or the TWINT payment system (hereinafter «VZ campaigns»).
- TWINT AG campaigns launched together with a third-party provider (hereinafter «TWINT added-value campaigns»).
- Campaigns launched by a third-party provider (hereinafter «third-party-provider campaigns»).

Unlike VZ campaigns, TWINT campaigns and TWINT added-value campaigns, the presentation, notification, management and redemption of third-party-provider campaigns require the client to provide express consent by activating them in the VZ TWINT app. Upon activation, the client also expressly agrees that TWINT AG may analyse further data for the purposes of personalised campaign presentations. This consent can be revoked in the VZ TWINT app at any time. Should clients opt to revoke their consent, they shall no longer be presented with third-party-provider campaigns and all activated third-party-provider campaigns shall be permanently deleted. As such, clients shall also no longer be able to take advantage of any associated discounts and benefits.

Campaigns may set out specific conditions of participation. Upon activation or redemption of a corresponding campaign, the conditions of participation are deemed to have been accepted.

#### Period of validity of campaigns

Campaigns are only valid for the period of time displayed in the VZ TWINT app.

Certain campaigns must be activated in advance in the VZ TWINT app before the relevant offers can be redeemed. Such cases shall be noted accordingly as part of the respective campaign. Activated campaigns may be deactivated by VZ if the associated offers are not redeemed within a certain period of time.

It shall be possible for clients to redeem other campaign offers without activating them in advance in the VZ TWINT app. Many campaigns may only be redeemed upon making a payment with the VZ TWINT app.

The activation of a campaign or the receipt of a campaign offer that can be redeemed without activation shall not always mean that clients are entitled to make use of a discount or non-cash benefit, as the number of redemptions may be limited by the third-party provider involved. Such cases shall be noted accordingly as part of the respective campaign.



Upon redemption of a campaign offer with a discount, the discount shall either be deducted directly from the amount to be paid or reimbursed after the payment is made in the form of cash back credit. TWINT AG is authorised to delay the payment of the cash back credit until it totals CHF 10 or more or, if fraud is suspected, to refuse the payment.

## **2. Client loyalty cards**

Clients have the option to save selected employee ID cards, client loyalty programmes and other incentive-based offers from third-party providers (hereinafter «client loyalty cards») in the VZ TWINT app. Saved client loyalty cards may be removed from the VZ TWINT app at any time.

Upon saving or activating a client loyalty card in the VZ TWINT app, clients shall be deemed to have provided their express consent to the use of the card in question. In future, these cards shall be automatically taken into account during payment procedures performed with the VZ TWINT app, provided this has been made technically possible by the respective issuer of the client loyalty card. Other client loyalty cards must be shown to the merchant manually. The use of a client loyalty card may be deactivated in the VZ TWINT app at any time.

TWINT AG shall also be authorised to remove saved client loyalty cards from the VZ TWINT app if a loyalty card expires or is generally no longer available to be saved in the VZ TWINT app.

Clients shall acknowledge that the benefits associated with the use of certain client loyalty cards shall be presented directly in the VZ TWINT app in the form of campaigns. Clients shall only receive such campaigns if they have provided their prior consent for the presentation of third-party offers (see «Presentation of campaigns»).

## **3. Partner functions**

In the «partner functions» area (formerly TWINT+), clients shall have the opportunity to make use of the services listed there. These services are principally provided by third parties. Accordingly, separate contractual specifications for the respective services used shall apply. VZ shall accept no liability for these offers.

## **4. «Pay later» function**

Certain clients may use the «pay later» function. This service is offered by a third party and hence the separate contractual specifications of this provider shall apply. VZ shall accept no liability for this function. Clients must report any complaints to the relevant provider directly.

## **5. Other added-value services**

In addition to campaigns, client loyalty cards, «partner functions» and the «pay later» function, VZ can offer other added-value services in the VZ TWINT app at any time.

## **6. Liability for added-value services**

The respective third-party provider shall be responsible for contents, offers, messages from third-party-provider campaigns, client loyalty cards, «partner functions», the «pay later» function and any other added-value services in the VZ TWINT app. VZ shall not be liable for this and shall have no influence on the fulfilment of services offered by third-party providers.

VZ shall also accept no liability for campaigns that cannot be redeemed with third-party providers or for discounts or benefits that are not granted in connection with the saving of client loyalty cards. Such cases may include the failure to grant employee discounts or instances in which loyalty points remain outstanding, are lost or disappear.

VZ shall endeavour to ensure the uninterrupted availability and fault-free usability of added-value services in the VZ TWINT app. VZ cannot, however, guarantee this at all times. In the case of an interruption in availability, one possible consequence may be that it is no longer possible to automatically redeem discounts or automatically collect loyalty points within the framework of the payment process. The client shall bear any losses suffered due to interruptions of this kind.

