

General Terms and Conditions PEAX Portal (GTC)

Version 3.2
effective from February 1, 2024



1 Scope

PEAX AG (“**PEAX**”) is a technology company and operates a web-based platform facilitating the digital receipt and intelligent storage of mail and other documents as well as additional functions in this context (hereinafter the “**portal**”).

These GTC, together with the provisions concerning the other functions (if used) and the declarations contained in these GTC (e.g. the privacy policy), form the agreement (“**Agreement**”) arising upon the opening of an account on the portal between the natural person (hereinafter the “**user**”) or the holder of a business account (hereinafter “**organisations**”, both “**account holders**”) and PEAX. Different contractual terms of the account holder, including those that the account holder declares applicable together with acceptance of the Agreement, do not form an integral part of the Agreement.

Natural persons registering a business account for an organisation confirm that they are authorised to conclude this Agreement on behalf of the organisation. They also agree to the conditions of this Agreement. The same applies to natural persons who make use of the portal as users under the organisation’s business account (each natural person who accesses the portal under an organisation, hereinafter “**related user**”).

These GTC govern the basic services of the portal. Other services offered in connection with the portal are subject to additional provisions that upon use of said services form an integral component of the Agreement between the account holder and PEAX.

2 General

2.1 The PEAX portal

The basic services of the portal include a digital postbox with the opportunity for account holders to receive or themselves submit various types of document via different channels and subsequently to process or archive them or initiate an interaction.

The PEAX Postbox includes the area “**Invoices**”, where invoices are delivered and automatically preconfigured as payment orders. The additional PEAX Payment function then offers the account holder the option of settling these invoices directly from the portal. Use of the PEAX Postbox, the Invoices domain, PEAX Payment and the other additional functions offered by PEAX is subject to additional provisions that must be accepted prior to use of the applicable additional function.

2.2 Prerequisites

The system requirements for the account holder to use the portal are Internet access and an account at PEAX. In addition, a web-enabled end device with a recommended browser (for using the web app) or an end device with a mobile operating system for which the PEAX mobile app is available, are required.

To open an account, an email address and a Swiss residential address or for organisations, a formal registered office in Switzerland, are required. PEAX is entitled at its discretion to request further information or to make the opening of an account dependent on specific actions. This applies in particular, but not exclusively, to the use of additional functions.

¹ These GTC usually use the masculine form to simplify readability. Female persons are of course also covered by this form

² Business account holders primarily comprise natural or legal persons as well as legal subjects without a legal personality, such as sole proprietorships, unregistered partnerships, groups or families (each represented by authorised representatives).

2.3 Obligations of the account holder

The account holder is required to provide PEAX with accurate information – particularly pertaining to their person – and to update or have updated such information promptly in the event of changes (i.e. to adjust it according to changing or changed circumstances etc.). The account holder bears sole responsibility for ensuring that all stored contact details, particularly registered offices, residential and email addresses, are kept up to date and functional. If an account holder makes use of functions for which a mobile number is required, they are responsible for storing a valid and functional number. If the account holder cannot be reached due to obsolete or otherwise incorrect or non-functional contact and account details, they bear sole responsibility and liability for problems occurring, including any resulting damages.

The account holder is obliged to obtain information about and protect themselves against security risks that could arise through using the Internet. PEAX recommends regularly updating software and virus protection programmes. The user undertakes to handle passwords, access codes and user information with care. PEAX accepts no liability in this respect for cases of misuse.

Account holders are strictly prohibited from disrupting, altering, destroying, restricting, manipulating or otherwise impairing the portal's operation, including but not limited to the use of malicious or non-authorized codes, viruses, worms, Trojans, malware or programmes, or exchanging via or loading onto the portal illegal, pornographic, racist, offensive or criminal material or otherwise making direct or indirect use of the portal for such purposes. Misuse can incur penalties under criminal law and other potential legal and/or factual consequences, in particular including permanent blocking of the PEAX account.

Responsibility for the selection and use of functions on the portal lies exclusively with the account holder.

If the account holder has reason to assume that an unauthorised third party is aware of their login details or has unauthorised access to their account or to the account of a related user, they are obliged to notify PEAX of this immediately via support and independently take the appropriate safety precautions (e.g. changing their password or activating two-factor authentication).

An organisation is obliged to grant the authorisations for its business account to the related users it specifies or to have them granted by a correspondingly authorised user (hereinafter "**administrator**"). It is also the sole responsibility of the organisation to withdraw such authorisations. Access by non-authorized parties made possible by incorrect settings is the sole responsibility of the organisation. The same applies to all actions of the specified users.

The organisation is furthermore obliged to ensure that the obligations set out here are upheld by the specified users and the administrator.

2.4 Document formats and storage space

Most common document and file formats can be stored and displayed via the upload function or delivery by email.

2.5 Visibility of private account

The user is by default not visible to other users. If the user wishes to be found by other users through their first name, last name and location, they can adjust their visibility in the account settings at any time.

2.6 Help, support, maintenance, availability and security

2.6.1 Help and support

Various materials are provided to account holders and users on the portal that explain how to use the portal functions.

Should these materials not suffice, or in the event of difficulties, disruptions and technical error messages, account holders and users can submit a support request at any time via the support form or by email to support@peax.ch. This will be processed as quickly as possible and clarified in dialogue with the submitter.

2.6.2 Maintenance

PEAX endeavours to keep disruptions to a minimum and to carry out as much maintenance work as possible during the night. The user will be informed by a maintenance notice about any service interruptions for maintenance purposes when they log into the web app.

2.6.3 Availability and security

PEAX aims to ensure the greatest possible availability of the portal and the services contained therein with minimum disruption. However, PEAX assumes no responsibility or assurance of uninterrupted availability and accessibility of the portal at any given time. There is no absolute protection of the portal against unauthorised access, malicious software, viruses, spamming, Trojans, phishing attacks and other criminal actions by third parties or data losses due to disruptions, nor can the completeness, authenticity and integrity of data stored or transmitted via the portal and the systems of PEAX be guaranteed. No liability of any kind is accepted in this regard.

2.7 Amendment and discontinuation of existing functions, inclusion of further functions

PEAX may at any time and without obtaining the explicit consent of account holders amend, expand or reduce the existing functions of the portal or additional functions. PEAX may also add further functions to the portal at any time. The GTC and the additional provisions for additional functions shall in these cases be adjusted or issued as appropriate and are deemed binding for all account holders following publication pursuant to clause 5.

2.8 Data protection

All information on the use of PEAX with the data of the account holder can be found in the PEAX privacy policy for the PEAX Web App and the PEAX Mobile App. This privacy policy is an integral component of these General Terms and Conditions and by accepting these GTC, the account holder also accepts the privacy policy.

2.9 Data security

The processing of data in the portal is encrypted. If it is not possible to comply with this principle for technical and/or application reasons, account holders are informed of this in advance.

PEAX carefully backs up the data in the portal at regular intervals. PEAX takes suitable state-of-the-art precautions against viruses and data loss due to server outage and to prevent unauthorised access to the data of account holders and users (including login data) by third parties. The data centre commissioned by PEAX has the appropriate certifications.

However, to the extent permitted by law, PEAX assumes no liability whatsoever for data loss and damage and for damages arising from this.

2.10 Blocking access to the portal

PEAX reserves the right to block an account temporarily or permanently at any time and without specifying the reasons in the event of suspected or actual misuse and to terminate the contractual relationship. This decision lies in the sole discretion of PEAX, which may at its own discretion offer the account holder concerned the opportunity to make a statement. In particular, any use of the portal which violates applicable law or the obligations arising from the contract are deemed as misuse, such as the use of scanning services of the PEAX scanning centre without the Mail redirecting service of PEAX despite corresponding notice by PEAX or the intentional disclosure of incomplete or false user data ("**significant grounds**"). PEAX also reserves the right to take further legal steps in order to protect itself against misuse.

2.11 Usage subscription and fees

When logging in, the account holder chooses a usage subscription level with included portal services, incorporating varying degrees of additional functions.

Registration and access to the portal and to some additional functions are available to certain users to a limited extent free of charge. Beyond this, fees may be incurred in accordance with the selected subscription depending on the scope of service. Such fees are first invoiced upon selection of the corresponding usage subscription and thereafter annually prior to the start of the contractual period (see clause 2.16.2). PEAX expressly reserves the right to amend its pricing model for all services.

If the limits contained in the selected subscription (e.g. number of documents delivered to the portal) are exceeded, the account holder is informed of this on the portal and can choose between upgrading their subscription to cover the extended services or retaining the existing subscription and paying PEAX the effective additional costs for the excess services at the end of the contractual period.

The account holder is responsible for deciding to whom their personal PEAX email address should be disclosed. Accordingly, the account holder bears the costs for documents sent to them in each case.

One-time or recurrent fees may be incurred for individual functions. These are based on the prices listed on the portal. All costs for such functions are displayed to the account holder when activated and invoiced by PEAX.

In addition, all third-party fees (e.g. during payment transactions) are passed on to the account holder. The account holder is informed about these additional fees whenever an additional function is activated.

2.12 Outstanding payments

Should the account holder fail to pay fees on time, they shall receive a reminder from PEAX with a suitable grace period. If payment is still pending upon expiry of the grace period, a second reminder will be issued with a second reasonable grace period. In addition, PEAX may block access to the portal (including all additional functions) by the defaulting account holder upon expiry of the first grace period. If the second grace period also expires without payment, PEAX reserves the right to terminate this Agreement with immediate effect and to deactivate and delete the account of the defaulting account holder. All documents contained in the account will be made available for the account holder to download in accordance with clause 2.16.1. PEAX reserves the right to claim damages.

2.13 Downloading documents

The account holder has the option in the portal of downloading some or all of their documents stored there.

This function also remains available to the user even following deactivation of the account until its final deletion in accordance with clause 2.16.1.

With the business account, the documents may only be downloaded with an active subscription. If this is cancelled, the organisation must ensure that all documents stored on the portal are downloaded prior to the end of the subscription period.

2.14 Copyrights and other rights

All rights to contents generated by the account holder and to their account details and documents on the portal remain with the account holder.

All rights associated with the portal and its use and operation remain with PEAX. The account holder shall receive a non-exclusive, restricted, non-transferable and non-sublicensable right of use, to the extent necessary, to the portal and the additional functions contained in it that they have selected solely for the duration of the contractual relationship with PEAX.

Should a user or related user submit proposed amendments for the portal or an additional function or comment on these by post, email, telephone or other means, including but not limited to new functions ("**feedback**"), PEAX is free to make use of this feedback. Accordingly, the user or related user transfers all rights to such feedback to PEAX. PEAX is free to make use of ideas, expertise, concepts and techniques contained in feedback for any purpose without owing anybody compensation.

2.15 Portal-related information/advertising

By using the portal, the account holder consents to PEAX sending them portal-related information at any time on the portal, by email or by post. PEAX will not send the account holder any third-party advertising.

2.16 Termination of the account and usage subscription

2.16.1 PEAX private account

The Agreement for use of the portal is concluded indefinitely. The user may terminate the Agreement at any time without observing any notice period by deactivating the account in the portal. The prerequisites for deactivating the account are, where applicable, (i) termination of the paid usage subscription (see clause 2.16.3), (ii) prior deactivation of the Mail redirecting service in the PEAX portal, (iii) that there are no pending payments or credit on the transaction account, (iv) taking of further actions necessary to ensure that no further services are claimed from PEAX, and (v) that the private account concerned does not contain admin rights for an active business account.

Following deactivation of the account, the account holder only retains access to their documents, which they can download. Further functions and services are excluded. Following deactivation of the account, newly arriving post is received by the scanning centre and delivered to the account holder (private account) in the portal for a period of 30 days. If post still arrives at the PEAX scanning centre after these 30 days have expired, it will be returned to the sender and any expenditure incurred for the return of post still arriving will be charged to the account holder or directly debited to a deposited means of payment or account where possible.

The account is effectively deleted 30 days after the end of the current term of the selected subscription. Deletion of the account marks final termination of the contractual relationship between the account holder and PEAX. No new post is delivered to the portal following deletion of the account. If post still arrives at the scanning centre, it will be returned to the sender. Any expenditure incurred for the return of post still arriving will be charged to the account holder or directly debited to a deposited means of payment or account where possible.

Following deletion of the account, all user data is deleted at PEAX to the extent that this is technically possible and legally permissible and there is no statutory or business reason to retain the data any longer.

2.16.2 PEAX business account

The organisation, represented by the user with administrator rights, may terminate the subscription in accordance with clause 2.16.3. Following the end of the relevant subscription period, the business account will be automatically deactivated and will no longer be available for use until a subscription is concluded again. This reactivation is possible for a period of 30 days following the end of the subscription period. Thereafter the account and all data contained in it will be irrevocably deleted.

Upon termination of a subscription, no more incoming post will be accepted by the scanning centre; it will be returned to the sender. Any expenditure incurred for the return of post still arriving will be charged to the account holder or directly debited to a deposited means of payment or account where possible.

2.16.3 Usage subscription

The subscription set up on the portal is concluded for a fixed term of one year ("**contractual period**") and can be terminated at any time to the end of the current contractual period. In the absence of termination, the subscription is automatically renewed for a further contractual period. The usage subscription will only expire at the end of the current contractual period if the related account is terminated/deactivated (see clause 2.16.1). Fees already paid will not be reimbursed.

2.17 Termination on significant grounds

PEAX may terminate this Agreement with immediate effect on significant grounds (see clause 2.10, extraordinary termination). Fees already paid will not be reimbursed in the event of premature termination, regardless of the legal ground.

3 Liability

3.1 Liability of PEAX

PEAX only bears liability for damage caused by gross negligence or intent that is incurred by the account holder in connection with use of the portal as long as such damage is not caused by force majeure or disruption at the external data centre. All exclusions of liability in these GTC also remain reserved.

Access to or the availability of the portal and/or the services and functions contained therein can be delayed or prevented by circumstances outside the control of PEAX. These include the following (list is not exhaustive): No reception, no connection to the Internet or portal, all kinds of Internet disruption (routing, DNS, etc.), hardware and software errors on receivers and network devices, DDoS attacks. All liability or obligations for compensation caused by limited access to or availability of the portal and/or the services and functions contained therein due to the aforementioned reasons (clause 3.1 (2)) are expressly excluded by PEAX to the fullest extent permissible by law.

3.2 Liability of the account holder

The account holder bears liability towards PEAX for all damage attributable in any way to non-fulfilment or inadequate fulfilment of their obligations from this Agreement unless they are able to prove that they are not at fault. The account holder likewise bears liability for the actions of persons to whom they grant access to their account (including related users in the case of business accounts).

The account holder undertakes to indemnify PEAX against all third-party claims resulting from use of the portal and/or additional functions by the account holder in breach of this Agreement and/or the law. This also includes indemnification against all legal defence costs.

4 Involvement of third parties

PEAX may also commission third parties with operation of the portal or the provision of services and additional functions in connection with the portal or assign some or all of the rights and obligations associated with this Agreement to third parties. Liability for third parties is excluded to the extent permitted by law.

5 Changes to the GTC

PEAX reserves the right to amend the provisions of this Agreement and the other relevant conditions applicable to the PEAX portal and its use at any time. Such changes will be notified to the account holder in a suitable manner at least 30 days before they enter into force and are deemed approved if the account holder does not terminate the Agreement prior to the entry into force of the changes by requesting the deactivation and deletion of their PEAX account in accordance with clause 2.16. If PEAX makes significant detrimental changes as part of their amendment to the GTC and if the account holder rejects the new GTC by terminating their account, the subscription will be terminated on an extraordinary basis when the new GTC enters into force and the account holder is entitled to a proportional reimbursement of any subscription fees already paid.

6 Final provisions

Should parts of these GTC be or become incomplete, invalid or legally ineffective, this shall not affect the remaining GTC. PEAX shall fill any gaps and replace any invalid or ineffective provisions with valid and effective provisions that come as close as possible to the invalid or ineffective provisions in economic and legal terms. In the event of contradictions, inconsistencies or ambiguities between provisions in different parts of this Agreement, the following order of precedence applies: (1) the specific provisions for the additional functions, (2) the GTC, (3) the declarations contained in the GTC (e.g. the privacy policy). In the event of a contradiction between the provisions of a document of the order of precedence, the more specific provision takes precedence.

Swiss law, excluding the provisions of private international law, is exclusively applicable to this contractual relationship between PEAX and the account holder. The exclusive place of jurisdiction for any disputes arising out of this contractual relationship is the registered office of PEAX AG. For account holders based abroad, the registered office of PEAX AG is also the agreed place of fulfilment and operation within the meaning of Art. 50 (2) of Swiss Federal Act on Debt Enforcement and Bankruptcy (special domicile).

Supplementary conditions governing the PEAX Postbox

Version 3.2
effective from February 1, 2024



1 General

These supplementary conditions governing the PEAX Postbox apply to the accessing and use of the additional function PEAX Postbox and form an integral part of the General Terms and Conditions governing the PEAX portal. Terms defined in the General Terms and Conditions governing the PEAX portal have the same meaning in these supplementary conditions governing the PEAX Postbox.

The PEAX Postbox enables account holders to receive and archive their mail digitally on the portal. The requirements for using the PEAX Postbox are (i) an active account on the portal, (ii) acceptance of the supplementary conditions governing the PEAX Postbox, (iii) the provision of additional information and documents requested by PEAX for identification purposes and compliance with internal guidelines, statutory and regulatory requirements, and (iv) configuration of the PEAX Postbox in this account.

The function Mail redirecting to the PEAX scanning centre is available for the delivery of your physical mail to the PEAX Postbox (see clause 2.1). The physical post delivered to the PEAX scanning centre (hereinafter **"shipments"**) can be split up by PEAX at our own general discretion or – if correspondingly enabled by PEAX – according to the account holder's settings into several delivered documents (hereinafter **"documents"**) and will be charged by PEAX according to the number of documents to the included services or individually charged. The account holder is not entitled to expect that each postal shipment is delivered and treated as one document, as long as PEAX does not provide a corresponding option. The basis for each charge as a delivery is always the delivered documents and not the incoming shipments to the PEAX scanning centre. Following delivery by PEAX to the account holder's PEAX Postbox, the applicable document is deemed delivered to and received by the account holder. From this moment on, responsibility for

the handling of this document lies exclusively with the account holder. As a supporting measure, the account holder (or in the case of an organisation the authorised related user) receives notification to the email address specified for this purpose when documents have landed in their PEAX Postbox. PEAX accepts no liability under any circumstances for damages sustained by the account holder due to the latter's failure to pay due attention to the documents stored in their PEAX Postbox. PEAX likewise accepts no liability if the notification cannot be delivered due to incorrect or obsolete contact details or for other reasons for which PEAX cannot be held responsible, lands in the account holder's spam filter or is not paid due attention to. The notification does not release the account holder from their responsibility to check their PEAX Postbox regularly and to read and process the mail contained in it.

Documents from the scanning centre and documents which are uploaded via web app or mobile app will be delivered to the digital postbox in PDF format.

Documents delivered to the portal will be analysed and indexed in semantic terms (hereinafter **"capturing"**). The relevant information gained in this way serves to facilitate the identification and storage of document types, preparation of payment (in the case of invoices/reminders) and full-text search on the portal. In addition, the information obtained in this manner for ensuring and improving the services at PEAX can be used internally and by selected external partners (see privacy policy). It is possible that the use of a portal function by the account holder or connected users of a business account might trigger capturing. This capturing is subject to a fee and will be charged by PEAX either as a delivery to the included services or charged individually. The account holder will be made aware of the cost implications before activating a corresponding function, but not at each use of the respective function.

2 Powers of representation, mail handling

2.1 Mail redirecting function

By activating the function “**Mail redirecting**”, the account holder agrees that PEAX will set up a Mail redirecting order for the account holder at Swiss Post (the “**Post**”). This enables the Post to check postal shipments to the specified address of the account holder and to sort it according to predefined parameters. Automatically processed shipments are forwarded to the PEAX scanning centre for the purpose of digitalisation and delivery to the PEAX Postbox of the account holder.

The prerequisite for Mail redirecting, both in private accounts as well as in business accounts, is the account verification with clear identification of the person as well as a paid subscription. Initial activation of the Mail redirecting function for each contract period is free of charge for the account holder. Any costs for changes (such as relocation) as well as deactivation and subsequent reactivation of the Mail redirecting function during the same contractual period will be charged to the account holder. In the subsequent contractual period, the account holder is again entitled to one activation or adjustment of the existing Mail redirecting function free of charge. All other adjustments and reactivations are again subject to costs as described. Activation of the redirecting function for additional addresses for a business account is always subject to costs, independent of the aforementioned regulation.

Mail redirecting to PEAX must be carried out via the corresponding function in the PEAX portal. Activating Mail redirecting to the PEAX scanning centre outside of this function is not admissible and will lead to the respective account being locked due to abusive use of the PEAX portal according to clause 2.10 of the General Terms and Conditions of the PEAX portal.

2.2 Representation vis-à-vis third parties designated by the account holder

PEAX is expressly authorised to accept all shipments to the account holder from third parties (companies, authorities, etc), if the account holder has activated the integrated PEAX Mail redirecting function.

In addition, third parties who use PEAX as an output channel can also deliver their shipments to the account holder directly to the account holder’s postbox, without sending physical shipments to the scanning centre. The decision as to whether mail is delivered electronically directly to the portal or physically via Mail redirecting to the scanning centre for further processing always lies with the applicable third party as sender.

2.3 Vis-à-vis Swiss Post

When the account holder activates the function “**Mail redirecting**”, they authorise PEAX to represent the account holder vis-à-vis Swiss Post to receive regular and registered shipments. This does not apply to hand-delivered registered shipments.

The account holder expressly authorises PEAX to open their entire mail sent to the scanning centre commissioned by PEAX, scan it in PDF format and destroy the originals irrevocably after

30 days. During the scanning process, the shipments can be split up into individual documents at the discretion of PEAX or – if correspondingly enabled by PEAX – according to the account holder’s setting. If the account holder wishes to have an original delivered physically, they must initiate this (partly subject to charge) via the corresponding function in the portal during the 30-day retention period.

PEAX shall ensure as far as possible that the shipments are processed within one working day following delivery to the scanning centre. However, PEAX accepts no liability for consequences arising from delayed electronic delivery of the documents to the account holder’s PEAX Postbox.

If the shipments contain non-scannable elements that are required by the account holder in physical form, at the discretion of PEAX, (e.g. debit and credit cards, ID cards, certificates, securities, etc.), these are forwarded to the residential or domicile address of the account holder communicated to PEAX. PEAX accepts no liability for incorrectly forwarded shipments and any resulting delayed delivery to the residential or domicile address or a delayed delivery of the documents to the account holder’s PEAX Postbox.

Parcels are accepted and the costs passed on to the user (postage costs + processing fees of CHF 5). Brochures, catalogues, annual reports, newspapers and magazines are not scanned.

The account holder can use the “**Order original**” function to request the original including any non-scannable elements within 30 days following arrival at the scanning centre. Depending on the subscription and originals already requested, this may be subject to a charge.

The account holder acknowledges and agrees that legal effects may be associated with the delivery and receipt of shipments, such as the start of payment or appeal periods. This also applies to the receipt of shipments by PEAX or the scanning centre as representative of the account holder and receipt in digital form on the portal. The account holder furthermore acknowledges and agrees that determining the legal effects of such deliveries does not lie in the field of competence of PEAX but that these are determined by legislation and/or authorities. The sender and recipient are personally responsible for being aware of the legal effect of the receiving channels and choosing the correct mailing and receiving channels where applicable.

3 Sending documents to the scanning center

Receiving physical post via the PEAX scanning centre is only possible through Mail redirecting. The function for submitting own shipments by the account holder to the scanning centre is no longer provided. Any shipments which are not received at the scanning centre via the Mail redirecting function are considered as improper use of the account and will lead to the corresponding account being locked according to clause 2.10 of the General Terms and Conditions of the PEAX portal. Shipments received by means of improper use will currently still be processed, but the account holder will not have any entitlement to the processing and delivery in their account. PEAX has the right at any time to change the practice and reject corresponding shipments, to not process them or to destroy them. Any expenditure incurred at PEAX or a partner will be charged to the account holder or directly debited to a deposited means of payment or account where possible.

Supplementary conditions governing PEAX payment

Version 3.2
effective from February 1, 2024



1 General

These supplementary conditions governing PEAX Payment apply to the accessing and use of the additional function PEAX Payment and form an integral part of the General Terms and Conditions governing the PEAX portal. Terms defined in the General Terms and Conditions governing the PEAX portal have the same meaning in these supplementary conditions governing PEAX Payment.

PEAX Payment allows payment orders from documents delivered to the account holder's PEAX Postbox or manually entered payment orders to be directly triggered in the portal.

1.1 Requirements for use

In order to be able to use the PEAX Payment function, the account holder must accept these supplementary conditions governing PEAX Payment and have a bank account with a Swiss bank. PEAX is also obliged to identify the account holder and establish the beneficial owners of the corresponding funds in accordance with the Anti-Money Laundering Act, Ordinance on Combating Money Laundering and Terrorist Financing and the prevailing self-regulation provisions. The account holder is obliged to provide PEAX upon first request with all information in this connection and to cooperate.

For payment via the portal in accordance with clause 1.2, a direct debit authorisation in favour of PEAX must be signed and submitted to the bank in charge of the account. This then reviews the direct debit authorisation and decides at its discretion whether to accept it. The bank in charge of the account then informs PEAX if the decision is positive.

1.2 Payment by PEAX

1.2.1 Payment by direct debit

The account holder can issue payment orders for invoices that have been delivered to their PEAX Postbox as documents to PEAX and authorise PEAX to execute them via direct debit (depending on the bank, either with or without right of objection). The service applies to regular payments within Switzerland

in Swiss francs. Transaction and third-party fees are charged or passed on to the account holder. Payment takes place on the execution date entered as long as the payment order is submitted to PEAX correctly and on time and the direct debit request is honoured by the bank in charge of the account on time. The account holder is personally responsible for monitoring and following up their payments. The account holder's personal online account with their bank should be used for express payments.

Should the account holder authorise PEAX to execute a payment order issued by them, PEAX shall accept the payment order, place the direct debit request with the bank in charge of the account selected in the payment process and execute the order via the banking relationship of PEAX. PEAX only executes payment orders explicitly issued to it by the account holder. PEAX is authorised at its own discretion to take precautions concerning the security and legal compliance of such payments, such as inspecting the payment order data transmitted, placing queries and requesting approvals. Subject to statutory or regulatory obligations, transaction data is neither assessed by PEAX on a personal basis nor forwarded to third parties who are not involved in payment processing.

1.2.2 Payment via the transaction account

The account holder has the option of paying in a sum for payment transaction purposes to the PEAX transaction account. PEAX credits this sum to the account holder's transaction account managed on the portal. The account holder can then use this credit in their transaction account for payment orders. Such orders are only executed on a covered basis, i.e. the account holder is responsible for ensuring that there is sufficient credit in their transaction account prior to execution of a payment order. Incoming payments to the transaction account are processed and booked several times a day. Where receipt of covering funds for all pending payments via the transaction account is recorded by 3.30 p.m. CET, the payments will be executed on the same day. However, PEAX accepts no liability for delayed payments.

PEAX uses funds in the transaction account exclusively for payments of the account holder. The funds in the transaction account are not covered by the deposit guarantee. As PEAX does not engage in any interest margin business, the credit in the transaction account does not earn interest. PEAX is not supervised by FINMA.

PEAX reserves the right to transfer the credit in the account holder's transaction account back to the account holder's bank account if the funds are not used for payments within 60 days. A fee of CHF 10 per month can also be levied in this case until the credit balance has been used. PEAX is authorised after a period of ten years with no payment transactions via the transaction account and after being unable to make contact with the account holder to donate the credit balance on the transaction account, less the aforementioned account management fee, to a charitable organisation.

1.2.3 Non-execution of a payment order

Payment cannot be executed or concluded in the following cases:

- if the account holder does not have sufficient funds in the transaction account or sufficient funds in the bank account selected for direct debit or the bank in charge of the account fails to honour the direct debit request for another reason;
- if PEAX requests additional information from the account holder due to the amount or type of the transaction but this is not provided;
- if account details are missing or incorrect;
- if the sum transferred is rejected.

Depending on the account holder's settings, the PEAX portal will make 0–4 payment attempts. However, it is always the account holder's responsibility to rectify the cause of non-execution of the payment and initiate a new payment if necessary.

If an executed payment is rejected, PEAX credits the amount to the account holder's PEAX transaction account. Any expenses incurred for the back transfer are deducted prior to crediting to the account holder's transaction account.

1.2.4 Exclusion of liability for non-executed and incorrect payments

PEAX accepts no liability for non-executed or incorrect payments owing to incorrect payment instructions. Even pre-configured payment instructions must be checked by the account holder prior to approval of the payment concerned. Furthermore, the deliberate provision of incorrect account details is deemed misuse in accordance with the General Terms and Conditions governing the PEAX Portal.

1.2.5 Review obligation of the account holder

The account holder unreservedly acknowledges that all payment orders entered and approved via their PEAX account are deemed to have been authorised by them.

The sole responsibility for using PEAX Payment lies with the account holder. The account holder acknowledges that PEAX only enters payment orders mechanically and does not check them in terms of content. It is the account holder's sole responsibility to review and if necessary amend all details of a payment order prior to approval, even if this has been prepared mechanically in the portal via document capturing.

Supplementary terms and conditions governing the integration of third-party software

Version 3.2
effective from February 1, 2024



1 General provisions

PEAX offers the option of connecting selected third-party software to the PEAX portal via the PEAX application programming interface (hereinafter referred to as “**PEAX API**”) and automatically exporting documents and data from the PEAX portal to the third-party software for further processing. These supplementary terms and conditions for integrating third-party software are accepted by express consent during the activation process and form an integral part of the general terms and conditions governing the PEAX portal. Terms defined in the PEAX portal GTC have the same meaning in these supplementary PEAX terms and conditions governing the integration of third-party software.

2 Use

2.1 Usage requirements

Only software from selected partners specified by PEAX and visible in the PEAX portal can be connected to the PEAX portal. A connection is established in the selected third-party software and must be confirmed in the PEAX portal.

The account holder is responsible for acquiring a valid user licence for the third-party software and for retaining this licence during the planned period of use. A licence with a minimum scope of use may not be sufficient for connecting to the PEAX portal, as the third-party software provider (hereinafter referred to as the “**provider**”) requires extended functionality. PEAX has no influence whatsoever on the licence structures and the integration of the third-party software by the provider and cannot offer any technical support in integrating the third-party software.

Upon integrating the third-party software, the account holder is bound to take out an additional paid subscription. However, this requires the holder to have an active user subscription for the PEAX portal. The term of the subscription for the PEAX API shall be in line with the term of the user subscription for the PEAX portal in accordance with section 2.11 of the PEAX GTC if the subscription is taken out during the course of the year. However, it is also possible to terminate the user subscription for the

PEAX API independently of the user subscription for the PEAX portal (see section 7).

2.2 Right of use

PEAX shall grant the account holder a non-exclusive, non-transferable right to use the PEAX API during the term of the contract. This right of use authorises the customer to use the PEAX API in conjunction with selected third-party software in order to access the data provided by PEAX via the PEAX API and to integrate this data into the third-party software.

2.3 Usage restrictions

The account holder agrees to use the PEAX API exclusively in accordance with the usage restrictions set out in these GTC and the agreed contractual terms and conditions. Usage restrictions include the following:

- a) The use of the PEAX API is only permitted for the purposes expressly provided for in this contract, i.e. integrating the intended third-party software and exchanging data or documents with the integrated third-party software.
- b) The customer shall comply with any restrictions made on the number of permissible requests to the PEAX API.
- c) All applicable laws and regulations relating to the use of the PEAX API shall be complied with.

Upon expiry of the contractual term, the customer is no longer authorised to access or use the PEAX API unless the contract is extended or renewed.

2.4 Amendments and improvements

PEAX reserves the right to update, amend or improve the PEAX API, its functionality and its performance. The account holder has no right to demand or prevent such changes or improvements to the PEAX API.

3 Fees

3.1 Fee structure

The account holder undertakes to pay an annual fee for the use of the PEAX API.

The annual fee is based on the number of integrated software applications. A separate subscription must be taken out for each software application integrated. Each subscription will be charged separately. In the case of activation during the course of the year, the annual fee will be charged pro rata temporis for the first contractual term (see section 7).

3.2 Terms of payment

The annual fee is due and payable in advance. The account holder authorises PEAX to collect the fee in accordance with the agreed terms of payment. Billing shall take place via the credit card or payment method specified during registration.

4 Data protection and security

4.1 Data protection obligation

PEAX undertakes to comply with the applicable data protection laws and regulations and to take appropriate technical and organisational measures to ensure the security and protection of the data transmitted via the PEAX API within its sphere of influence.

4.2 Data transmission

The account holder acknowledges and agrees that any personal data or documents containing personal data exported through the PEAX API to third-party software leave the sphere of influence of PEAX AG and thus its responsibility as processor. The transfer of personal data takes place solely on the initiative of the account holder, who is responsible for ensuring that the new processor is contractually bound to comply with the applicable data protection laws and regulations and to take appropriate technical and organisational measures. PEAX has no influence whatsoever on the processing of personal data after it has been exported via the PEAX API and is in no way liable for data protection violations or losses caused by third-party software providers or other processing parties after export. The PEAX web app and PEAX mobile app privacy policy and PEAX AG's data processing outsourcing agreement also apply.

4.3 Security measures

The account holder shall take appropriate security measures to protect against unauthorised access, misuse or loss when using the PEAX API. This may include implementing user authentication and protecting systems against malware.

5 Intellectual property

5.1 Rights of PEAX

PEAX retains all rights, titles and interests in the PEAX API, including, but not limited to, intellectual property rights. The account holder waives any rights to the PEAX API, except for the rights expressly granted in these supplementary terms and conditions.

5.2 Ownership of transmitted data

The account holder retains all rights to the documents and data transmitted via the PEAX API, unless otherwise specified in these GTC or in a separate written agreement between the parties.

6 Liability

6.1 General liability

Liability is generally governed by section 3 of the PEAX portal GTC.

6.2 Limitation of liability

In no event shall PEAX be liable for indirect or consequential damages or loss of profit arising out of or in connection with the use of the PEAX API.

Neither shall PEAX be liable for any damage caused by integrating and using third-party software. Nor shall PEAX be liable for any damage caused by exporting documents from the PEAX portal or processing documents outside of the PEAX portal.

6.3 Differentiation from providers

The account holder acknowledges and agrees that the responsibilities of PEAX are limited to providing the PEAX API and ensuring its functionality, as set out in these GTC. Any agreements or interactions with providers and the use of their services are subject to separate agreements between the account holder and the providers.

7 Contract term and termination

7.1 Contract term

PEAX API user subscriptions are initially taken out until the end of the fixed term of the user subscription for the PEAX portal and billed pro rata temporis. While this allows the two terms to run in parallel, there is no connection between the subscription terms. The user subscription for the PEAX API can be cancelled independently of the contractual term for the PEAX portal.

Once this initial reduced term has expired, each PEAX API user subscription is extended by 12 months if the contract is not cancelled at the end of a term.

7.2 Termination

The account holder can deactivate use of the PEAX API or connection to individual or all third-party software at any time. The user subscription for the PEAX API or for the deactivated connection then expires at the end of the current contractual term and the contract is terminated. Termination of the PEAX portal user subscription automatically terminates the PEAX API user subscriptions.

