

# General Terms & Conditions (GTC) governing the PEAX portal for natural persons

Version 2.0 effective from 1 June 2016

## 1 General provisions

### 1.1 The PEAX portal

The PEAX portal is designed to be a central interaction portal. It is essentially a web platform on which individuals, companies and other organisations (e.g. schools, authorities, etc., hereinafter organisations) can register. Registered persons (hereinafter private users) identified by a digital identity (hereinafter PEAX ID) can save their profile data in order to carry out electronic transactions with firms and organisations, web service providers (hereinafter providers) and other private users. The free basic package offered by PEAX includes a digital postbox which allows private users to send or receive various types of document through different channels and subsequently to process or archive such documents or initiate interaction (cf. Clause 7.1 'The digital PEAX Postbox'). The digital postbox also includes an 'Invoices' section into which invoices are sent and automatically entered as payment orders. The basic package furthermore enables bank payments to be made directly in the PEAX portal (cf. Clause 7.2 'PEAX Payment').

The PEAX platform is operated at a highly secure, multi-certified data processing centre in accordance with data protection legislation. Data are stored by default by PEAX AG exclusively in Switzerland in compliance with both Swiss and European (EU) directives and laws.

### 1.2 Requirements

In order to register as a private user, a valid email address is required. PEAX ID level 1 or above is necessary to activate and use the digital postbox, while PEAX ID level 2 is required for PEAX Payment. Users must be registered at a valid residential address in Switzerland in order to activate an ID level. The relevant activation code is sent to this address. Use of the PEAX postbox and PEAX Payment is only possible after successfully entering the activation code. A description of the ID levels can be found at [peax.ch](http://peax.ch) or on the PEAX portal.

## 2 Scope of application

These General Terms & Conditions (GTC) apply to the contractual relationship between private users of the PEAX portal (including the PEAX app) and PEAX AG. PEAX AG may also engage third parties with the

running of this portal or the provision of services in connection with the portal and/or transfer individual or all rights and obligations associated with these GTC to third parties.

## 3 Platform and carrier function

The PEAX portal is run by PEAX AG or third parties. Providers may offer their services (hereinafter services) to private users on the PEAX portal with the authorisation of PEAX AG. In such instances, PEAX AG acts solely as a carrier between providers and private users without a legal or contractual relationship forming between PEAX AG and the private user concerned.

## 4 General Terms & Conditions of providers

Should PEAX AG act as a carrier between providers and private users by making the PEAX portal available for interaction, providers may create their own GTC for their services. These GTC must be accepted in order to make use of the services. Providers are required by PEAX AG to handle the profile data of private users with care and in compliance with the law. In terms of data protection, both the data protection provisions of PEAX AG and the provisions of the provider shall apply in such cases (cf. Clause 10).

## 5 Registration and scope of responsibility of private users

In order to be able to use the services on the portal, private users must first register and create a user profile. The profile data provided is the property of the private user, who is obliged to supply accurate information – in particular regarding their person – and to update such information in a timely manner in the event of changes (i.e. to amend any changing or changed living circumstances etc.). Private users are responsible for ensuring their contact details, in particular their residential and email address, are up to date and in working order. If availing of services that require a mobile phone number, the private user is responsible for ensuring a valid number is entered. In the event that a private user cannot be reached due to outdated or otherwise incorrect contact details and profile data, the sole responsibility for any problems that may arise as a result, including any liability, lies with the private user.

When using PEAX Payment, private users are responsible for ensuring all account information entered is valid. PEAX AG assumes no liability or costs for failed or rejected payments due to incorrect account details being provided. PEAX AG cannot be held liable for incorrect (or outdated) profile data and contact details or incorrect entries by private users. Furthermore, the provision of deliberately false profile data shall be regarded as misuse in accordance with Clause 13.

When using the PEAX portal, private users undertake to visit the portal weekly and to read and deal with any messages in their digital postbox. Documents stored in the digital postbox are explicitly deemed to have been delivered by PEAX AG on being stored electronically in the PEAX postbox. By way of support, private users are notified of documents received in their digital postbox. PEAX AG accepts no liability for the failure to deliver such notifications due to incorrect or outdated contact details or any other reason for which PEAX AG cannot be held accountable, or for such notifications landing in the spam filter of the private user or not being opened or read. Notification does not release the private user from their obligation and responsibility to check their PEAX postbox regularly and to read and deal with any mail contained therein.

## 6 System requirements, document formats and storage space

Private users are solely responsible for selecting and using the functions in the PEAX portal. Private users are also exclusively responsible for the functionality and security of the devices on which they use the PEAX portal. The portal may be used on standard devices with the relevant up-to-date software (in particular iOS, Android and Windows). If an app is available for an operating system, it can be downloaded from the respective app store. An Internet connection is required in order to use the PEAX portal. It is the responsibility of the private user and not PEAX to ensure a working Internet connection. We recommend using the latest version of any given browser such as Internet Explorer, Microsoft Edge, Mozilla Firefox, Google Chrome or Safari. The files sent to the digital PEAX postbox are in PDF/A format. Private users can upload, save and view documents and files in the most common formats. Storage space is provided by PEAX for use of the digital postbox and PEAX Payment. The storage space provided for private user uploads is generally unlimited but may incur a charge on exceeding 500 MB (cf. Clause 14).

## 7 PEAX services

### 7.1 The digital PEAX postbox

#### 7.1.1 General provisions

In order to be able to use the PEAX postbox, users must have an active profile on the PEAX portal and set up a PEAX postbox in this user profile. Private users consent to their profile data being used for setting up and using the PEAX postbox functions selected. Private users must issue delivery instructions for all firms and organisations from which they wish to receive mail in the PEAX portal (i.e. the digital PEAX postbox) that was previously delivered by post. On the basis of these instructions, the PEAX ID and personal PEAX mail address of the respective user shall be transmitted in unencrypted form to the selected firm or organisation. The necessary means/tools for this shall be provided in the PEAX portal. Private users wishing to receive mail hitherto already delivered electronically in their PEAX postbox must provide the firm sending the mail with their PEAX email address. A PEAX email address is generated automatically on opening a PEAX account and is stored and can be viewed in the user's profile. By accepting these GTC, private users grant PEAX AG powers of representation with regard to the postal service (in accordance with Clause 7.1.3). As operator of the PEAX scanning centre, PEAX AG is thus authorised to accept, open and handle all mail, also including registered mail, on behalf of the private user. Parcels shall be accepted and forwarded unopened to the residential address of the private user. The cost of forwarding parcels plus a processing fee shall be invoiced to the private user. Mail delivery via the scanning app, Scanning@Home and PEAX email address requires the relevant software to be downloaded or use of the PEAX email address.

#### 7.1.2 The PEAX envelope

Private users can fill the PEAX envelope with (unopened and opened) mail and other documents and send it to the scanning centre. The documents are then scanned and delivered to their PEAX postbox.

PEAX envelopes may only be filled with paper mail or documents. All documents in the PEAX envelope shall be handled as loose-leaf documents and as such may be stapled but not bound together. Any documents in the PEAX envelope contravening these specifications shall be automatically unbound at the additional expense of the private user. The PEAX envelope may be filled to a thickness of 2 cm and a maximum weight of 500 g. Private users must affix sufficient postage to the envelope. PEAX envelopes can be ordered by private users in the PEAX portal for a fee. All documents sent to the scanning centre must be dispatched in these envelopes. Private users forwarding documents addressed to their residential address to their PEAX address without using the

PEAX envelope will be charged for using the scanning service according to the rates stipulated by the scanning centre. A processing fee of CHF 10 will also apply. PEAX envelopes are for personal use only.

### 7.1.3 Powers of representation

#### 7.1.3.1 Firms and organisations designated by the private user

PEAX AG is explicitly authorised within the scope of these GTC to accept electronically, either directly or indirectly, all private user documents received from firms and organisations for which the private user has issued mailing instructions. The decision as to whether documents are to be sent electronically directly to the PEAX portal or physically to the scanning centre (for further processing and electronic delivery to the PEAX portal) always lies with the respective organisation.

PEAX AG is further entitled to deliver mail from organisations to private users in PEAX if the organisation sends its mail through PEAX AG mailing channels.

#### 7.1.3.2 Postal service

Should a firm or organisation designated by the private user send its documents physically to the scanning centre, PEAX AG is entitled within the scope of these GTC to represent the private user vis-à-vis the postal service or another delivery service (collectively 'the postal service') in the following cases:

- Accepting standard and registered mail sent to the scanning centre;
- Accepting parcels sent to the scanning centre (including information to the private user in the PEAX portal).

The private user explicitly authorises PEAX AG to open all mail sent to the scanning centre engaged by PEAX and to scan it as a PDF/A and destroy the originals within 30 days. Should mail deliveries include elements which cannot be scanned (EC and credit cards, ID cards, certificates, securities, etc.), these shall automatically be forwarded to the user's residential address.

Private users wishing to receive an original must issue a request within 30 days using the appropriate function in the PEAX portal. Upon expiry of this period, the documents shall be permanently destroyed. Private users are entitled to a maximum of three free document deliveries per year to their home address. Once this limit has been reached, all further deliveries shall be subject to a fee. Brochures, catalogues, business reports, newspapers and magazines shall neither be scanned or shown, nor forwarded automatically to the private user's home address.

PEAX AG shall ensure that mail is processed within two working days after physical receipt via the mail

channel at the scanning centre. PEAX AG shall not be liable, however, for the consequences arising from a delay in electronic mail delivery to the private user's PEAX postbox. The procedure at the scanning centre is highly automated and carried out in accordance with professional guidelines. Defined data protection guidelines are observed.

### 7.2 Profile data

By activating the PEAX postbox, the private user agrees to grant PEAX AG access to the profile data required for the PEAX postbox. Profile data are used exclusively for the provision of services in connection with the PEAX postbox.

### 7.3 PEAX Payment

#### 7.3.1 General provisions

Another service offered by the PEAX portal is PEAX Payment. Payment orders delivered to or manually entered into PEAX can be paid directly in the PEAX portal.

#### 7.3.2 User requirements

In order to be able to use the functions of PEAX Payment, private users must have a Swiss bank account and ID level 2. To be able to use private online banking in the PEAX portal, users must also have a related and valid online banking contract. Responsibility for establishing a connection and logging into private online banking lies with the private user. To make payments via PEAX AG in accordance with Clause 7.3.4, debit authorisation can be signed and submitted in favour of PEAX.

#### 7.3.3 Payment via private online banking

Private users connect to their online Swiss bank account via the PEAX portal. The account and contract number for accessing the bank can be saved in the PEAX portal. Access to online banking is further authenticated with every payment according to individual banking standards (generally via SMS or a specific token). Transactions are appropriately safeguarded by the security precautions of the respective bank.

#### 7.3.4 Payment execution by PEAX AG

In addition to accessing the online bank of the private user via the PEAX portal, it is also possible to send payment orders to PEAX AG and authorise the execution of such orders by PEAX AG via direct debit without the right to object. The service applies to standard payments from Switzerland in Swiss francs. Transaction charges and third-party fees as well as overseas charges may be levied or passed on to the private user. Payments are made as per the value date provided that delivery of the payment order was on time (no later than two business days in advance) and correct. Private users are obliged to monitor and follow up payments. For express

payments the private online banking services of the respective bank should be used.

In order to ensure payments can be made and security is guaranteed, PEAX AG may perform automated checks on the payment orders received. Transaction information shall be neither evaluated nor forwarded.

#### 7.3.4.1 White list of payees

PEAX AG maintains a dynamic white list of trustworthy payees. If a payment ordered by a private user is intended for a payee not included on the white list, the private user may be requested to provide additional confirmation of the payee via SMS or the Authenticator app for security purposes. Payment shall only be initiated if confirmation is received from the private user within two minutes. If no confirmation is received, payment shall remain pending – in this case, the private user must either generate another security code or process the payment manually in the PEAX portal. The private user is furthermore obliged to keep track of whether the payment is executed.

#### 7.3.4.2 Non-execution of the payment order

Payment may not be executed or finalised in the following instances:

- if the private user and account holder have insufficient funds in the account;
- if the sum transferred is rejected;
- in the event of incomplete or incorrect account details.

If the private user has insufficient funds in the account, this will be shown. Once the necessary funds are deposited in the account, payment will duly be made automatically. If the necessary funds are not deposited in the account in time, no payment will be made. The private user must then make the payment again manually in the PEAX portal.

If the payment is rejected, PEAX AG shall credit the amount to the private user's PEAX transaction account. Any costs incurred due to invalid payee details on reversing the transfer may be charged to the private user.

#### 7.3.4.3 PEAX transaction account

The PEAX transaction account is used for payments that the private user has commissioned PEAX AG to make on their behalf.

The private user can deposit funds in this account for payment purposes. No interest is accrued on the transaction account balance. If the account balance amounts to more than CHF 5,000 for more than 180 days and no payments are made on the transaction account during this time, the excess amount may be transferred back to the private user. If the funds in the transaction account have not been touched for more than one year, an account handling fee of CHF

20 p.a. may be charged until the account balance reaches CHF 0. Likewise, if there has been no activity on the account for a period of ten years and all attempts to contact the private user have failed, PEAX AG is permitted to donate the funds in the account to a charitable organisation.

#### 7.3.5 PEAX micro money

As a reward for certain activities in the PEAX portal, private users can earn micro money. Micro money credit will be deposited in a separate account and may be used solely for the payment of invoices or PEAX services. Micro money does not bear interest and will expire after two years of inactivity.

#### 7.3.6 Powers of representation

If authorised by the private user to execute a payment on their behalf, PEAX AG shall act solely in a carrier capacity, accepting the private user's payment order and charging it to the private user's bank. PEAX AG shall only execute payments explicitly commissioned by the private user. PEAX AG is authorised to take the necessary precautions regarding security of payment, i.e. to make inquiries and request consent.

#### 7.3.7 Profile data

No transaction data shall be added to the private user's profile. PEAX AG shall neither use any account or transaction data for analytical purposes nor forward this data to third parties unless legally or officially instructed to do so.

## 8 Help, support, maintenance, feedback

### 8.1 Help

Several materials explaining the use of various functions shall be made available to the private user in the PEAX portal.

### 8.2 Support

In case of queries, problems, malfunctions or technical faults, private users can submit a request for support at any time via the support form or by emailing [support@peax.ch](mailto:support@peax.ch). This will be dealt with as soon as possible and resolved with the private user.

### 8.3 Maintenance

PEAX AG shall whenever possible inform the private user in good time about service interruptions necessary for the repair of faults, maintenance work, the introduction of new technologies etc. PEAX AG shall endeavour to keep interruptions short and as far as possible to carry them out during the night. Service changes will only be carried out in emergencies and will be communicated to the private user in advance.



## 8.4 Feedback

Private users can post and share feedback and other ideas in the User Community. All suggestions and ideas will be thoroughly reviewed by PEAX and integrated in the PEAX portal if rated positively.

## 9 Profile visibility and data sharing with users and non-users

Private users can be found by other private users in the portal by their first name, surname and location (town, city or municipality only, not the exact address) and are visible by their profile picture. Users wishing to hide their profile can do so via the appropriate profile settings. PEAX AG enables registered private users connected through mutual consent to share data when using the PEAX portal. Data can only be shared directly if both private users have agreed to connect. If a user wishes to connect to a non-user of PEAX, this person will receive an email link to register and enable them to view any messages or documents received in the PEAX portal. For security reasons, data and documents shall only be shared via the PEAX portal and can only be viewed in the PEAX portal. If a non-user wishes to send data or documents to a private user's PEAX portal (i.e. digital PEAX postbox), various options are available: For example, an email can be sent to the private user's PEAX email address or mail can be sent to their PEAX address (stating the respective private user's PEAX ID).

## 10 Data protection

PEAX AG undertakes to observe Swiss data protection laws and, in particular, data processing principles (235.1 Swiss Federal Data Protection Act) based on Art. 13 of the Swiss Federal Constitution for the Protection of Privacy. PEAX abides by the Swiss provisions on postal and telecommunications confidentiality, bank client confidentiality, patient confidentiality, contractual agreements and the relevant industry guidelines. It also requires its suppliers and partners to abide by these provisions.

PEAX AG shall refrain from passing on non-anonymised usage and user-related information or profile data, either in Switzerland or abroad, without the prior consent of the private user. Profile details may be provided in anonymous form for service providers to communicate with the private user. The identity of the private user shall only be revealed to the provider if, in individual cases, the private user agrees to share such information with the provider.

PEAX AG shall neither view nor access the contents of the private user's digital PEAX postbox or anonymous provider communications. Where justified, e.g. in the case of requests for support or system or software errors, PEAX Support may view and edit relevant profile and transaction data. PEAX

is permitted to show the private user automatic help and reminder functions.

Third parties are responsible for observing data protection laws with respect to data shared with, saved by or in any other way handled and processed by third parties when using the services (PEAX services or third-party services). PEAX AG is not the proprietor of such data and as such, is not responsible for the protection of this data.

## 11 Data security and data backup

All data in the PEAX portal is always processed in encrypted form. If this principle cannot be observed due to technical and/or application-related reasons, the private user is informed in advance (in the portal and/or in the GTC).

PEAX AG shall back up private user data carefully and at regular intervals. PEAX AG shall take appropriate measures to safeguard against data loss in the event of a server failure and prevent unauthorised access to private user data by third parties. PEAX AG shall check the server platform for viruses and safeguard private user access data stored on the server against unauthorised access by using the best appropriate technical resources available. PEAX AG accepts no liability for data loss caused by system failures, power outages or other data centre malfunctions. The data centre engaged by PEAX shall have at least the following certifications: Tier III design certification, SQS certification, ISO 27001 certification (re information security), ISO 50001 certification (re energy efficiency).

## 12 Third-party offers

Providers wishing to offer their services on the PEAX portal can send an anonymous open request to a select group of private users. Such offers will be sent to the private user in a separate area.

Communication is based on anonymised data from user profiles which can be used by providers for anonymous communication with private users pursuant to specific agreements made with PEAX AG. PEAX AG shall refrain from forwarding any non-anonymised data relating to the private user to service providers without the consent of the private user. Requests or offers shall contain no discriminating, pornographic or criminal contents.

Private users wishing to avail of a service shall be requested to disclose their contact details to the provider. By doing so, and thus confirming an interest in the offer, their identity and other profile data shall be revealed to the respective provider. The provider can then use this information to send the private user a detailed, personalised offer. Should the private user accept the offer, a contract shall be concluded through the PEAX portal.

The provider undertakes to handle the user data received carefully and in compliance with the law. Providers are contractually bound by PEAX AG to observe PEAX AG data protection guidelines when handling profile data.

In the event of a breach of these guidelines by a provider, PEAX AG shall take appropriate measures and, insofar as and where necessary, legal action to redress existing infringements, prevent further infringements and assert any claims for damages made against the infringer. PEAX AG is, however, unable to guarantee adherence to the data protection guidelines in individual cases and therefore cannot be held accountable by the private user concerned in the event of a breach of the guidelines.

### 13 Misuse

PEAX AG reserves the right to block or delete user profiles at any time and without stating the reasons in the event or on the suspicion of misuse. The decision to do so is at the sole discretion of PEAX AG, which, in case of doubt, shall give the private user in question the opportunity to state their case. In particular, misuse is considered to include the deliberate provision of false profile data. To safeguard against cases of misuse, PEAX AG shall proceed to use all lawful means available (criminal charges, claims for damages, etc.).

### 14 Costs

Registration and access to the PEAX portal as well as use of the digital postbox are free of charge for private users. Fees shall be charged, however, for the following services: parcel forwarding (cf. Clause 7.1.1) and the forwarding of more than three originals that are not automatically forwarded to the residential address but instead ordered by the private user in the PEAX portal (cf. 7.1.3.2). Further costs are incurred for the private user for the purchase of a PEAX AG envelope. If the private user overfills the envelope or fails to affix sufficient postage, PEAX shall pass on the costs incurred to the private user. If the private user sends mail originally addressed to their residential address to their address at the PEAX scanning centre and fails to use a PEAX envelope (cf. 7.1.2), charges shall be incurred for processing. Additional costs shall be incurred for any PEAX envelopes sent which contain bound documents that have to be unbound by machine.

Fees shall also be charged to the private user for any charges imposed or incurred by PEAX or third parties in connection with payment transactions (e.g. for overseas payments). Up to 500 MB of free memory including data storage in Switzerland shall be provided for personal uploads. A freemium model may be used in excess of this limit. Fees may also be

incurred for any further services added to the PEAX portal at a later date should the private user wish to avail of such additional services. These shall always be announced well in advance and shall not affect the cost structure of other services. As regards costs for the use of services offered by external providers, the respective provider provisions must be observed.

### 15 Copyrights and other rights

All rights to the content generated by the private user and the profile data of the private user shall remain with the private user. This shall not affect any other provisions agreed between the private user and service providers. The private user grants PEAX AG the right to store and use this data for the services requested by them. All rights associated with the use and operation of the PEAX portal shall be transferred to PEAX AG if and insofar as no such rights already exist or arise.

### 16 Portal-related information / advertising

When using the PEAX portal, the private user agrees to being sent information relating to the portal at any time by PEAX AG. No third-party advertising shall be sent to the private user by PEAX AG. Providers may send the private user anonymous offers in accordance with the applicable PEAX guidelines and with the consent of PEAX AG (cf. Clause 12). Such offers shall be sent to the private user in a separate area in compliance with the data protection guidelines. Only legitimate, qualified offers (in the view of PEAX AG) shall be permitted.

### 17 Availability of the PEAX portal

PEAX AG and its software and hardware partners have agreed to ensure maximum availability. PEAX AG is unable, however, to guarantee use of the portal at all times and without interruption. Interruptions and/or temporary lack of access to the PEAX platform can occur in particular due to force majeure or for reasons beyond the control of PEAX AG (e.g. lost or failed Internet connection, external data centre malfunctions). PEAX AG is unable to accept any liability in this regard.

### 18 Availability of services

PEAX AG is entitled to cancel contracts with third parties at any time and to delete their services, i.e. no longer to make them available via the PEAX platform. The private user has no right to demand that services offered by providers be made available for use at any and all times. The private user shall, however, always be informed in advance of any services to be deleted and given the opportunity to safeguard the relevant data and information resulting from access to the portal in good time.

## 19 Liability

PEAX AG shall only be held liable for direct damages caused to the private user intentionally or through gross negligence in connection with the use of the PEAX portal insofar as such damages are not caused by provider services, cases of force majeure, or by external data centre or data transfer carrier malfunctions. Since PEAX AG only acts as a carrier of provider services, it assumes no responsibility and/or liability for the content and performance of these services. Any claims resulting from breaches of contract or infringements of rights in connection with the services offered via the PEAX portal are to be made directly against the provider in question. The private user is essentially liable for their PEAX account and the interactions and/or transactions carried out via such account. Risks of misuse are the responsibility of the private user. The private user shall be liable for all incidents and obligations arising from persons to whom they have granted access to their PEAX account. PEAX AG accepts no liability for hacker attacks on the portal of the private user. Access to the PEAX portal is granted via the Internet. This implies risks which are known to the private user or may be known on applying due diligence. The private user is responsible for fully informing and safeguarding themselves against security risks which may arise through the use of the Internet. PEAX AG recommends regularly updating software and virus programs. The private user is obliged to handle passwords, access codes and user information with care. PEAX AG assumes no liability for cases of misuse in this respect. PEAX AG also assumes no liability for incomplete or careless uploads. The private user is therefore responsible for executing or, if necessary, repeating such uploads until completion is confirmed.

Although PEAX AG takes suitable and reasonable precautions to this effect, it can neither guarantee the timeliness, completeness or availability of the PEAX portal at all times nor ensure that the PEAX portal is free from viruses or errors.

## 20 Cancelling/deleting the profile

Private users may cancel their profile at any time in the PEAX portal without having to observe a period of notice. Confirmation of receipt of cancellation shall be issued to the respective private user. Deletion of a profile shall require all active mail subscriptions with firms and authorities to be deactivated by the private user. The private user must also return to using their residential address as their postal address. A profile is effectively deleted after one year as long as no more mail is delivered to the private user's portal during that year. If mail continues to be delivered, the private user shall be informed via notification email and is then obliged

to inform the relevant firms and authorities again manually of the change of address. Only if a period of one year has elapsed in which no mail is delivered to the portal shall the cancelled PEAX account be deleted. Upon termination of the contractual relationship, PEAX AG shall delete all private user data as long as this is possible technically and with reasonable effort and permissible by law. Data stored in backups shall not be subsequently removed. The private user is solely responsible for saving all data and documents they wish to retain outside the PEAX portal once the contract has expired.

## 21 Amendments to the GTC

PEAX AG reserves the right to amend the provisions of the GTC and any other terms and conditions relevant to the PEAX portal and use thereof. Such amendments shall be communicated to the private user in an appropriate manner at least 60 days prior to their effective date and deemed approved if no request is made to PEAX AG by the private user to cancel their profile prior to the effective date of the amendments.

## 22 Prohibition of pornographic and criminal contents

Users of PEAX are strictly prohibited from sharing or uploading pornographic, racist or criminal material via or to the portal. Misuse of the portal shall result in criminal proceedings and other potential legal consequences.

## 23 Final provisions

Should parts of these GTC be or become incomplete, invalid and/or unenforceable, this shall not affect the validity of the remaining GTC. PEAX AG shall replace any omissions or invalid or ineffective provisions with valid and effective provisions that correspond as closely as possible to the financial and legal intentions of the invalid or ineffective provisions. This contractual relationship between PEAX AG and the private user shall be governed exclusively by Swiss law. The sole place of jurisdiction for any disputes arising from this contractual relationship is the registered office of PEAX AG.