

General Terms and Conditions (GTC) governing the PEAX portal

Version 3.0 effective from 19 August 2021



1 Scope of application

PEAX AG (“**PEAX**”) is a technology enterprise and operates a web-based platform facilitating the digital receipt and intelligent storage of mail and other documents as well as other functions in this connection (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 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 provisions

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 domain “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 Requirements

The system requirements for use of the portal by the account holder are Internet access, an account with PEAX and a web-enabled device with a recommended browser or a device for which the PEAX app is available.

To open an account, an email address and a 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.

2.3 Third-party providers

Providers of products, services or solutions (hereinafter “**third-party providers**”) may offer their products and services (hereinafter “**third-party services**”) to account holders on the portal in consultation with PEAX.

A third-party provider can require acceptance of its own GTC by the interested account holder as a prerequisite for the use of third-party services. The account holder acknowledges that third-party services are neither offered nor provided by PEAX AG. To the extent legally permissible, PEAX AG excludes all liability and responsibility for third-party services.

2.4 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

¹ Business account holders primarily comprise legal entities as well as legal subjects without a legal personality, such as sole proprietorships, unregistered partnerships, groups or families (each represented by authorised representatives).

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).

If the account holder has active mail forwarding for their residential address or registered office to their PEAX address through Swiss Post Ltd, they must notify PEAX of this immediately and specify an address to which unscannable mail can be forwarded.

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.

2.5 Document formats and storage space

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

2.6 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.

2.7 Help, support, maintenance, availability and security

2.7.1 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.

2.7.2 Maintenance

PEAX endeavours to keep disruptions to a minimum and to carry out as much maintenance work as possible during the night. Users are informed on the login page about any service disruptions for maintenance purposes.

2.7.3 Availability and security

PEAX aims to ensure the greatest possible availability of the portal and the services contained therein (including third-party services) 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.

2.8 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 (also including third-party services). 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.

2.9 Data protection

By accepting these GTC, the account holder agrees to grant PEAX access to all data contained in or processed via their account if and to the extent that this is necessary.

The data are collected and used exclusively for provision of the services in connection with the PEAX portal, the other functions or third-party services that are activated for the account in question, or for the fulfilment of statutory or regulatory obligations. As a rule, PEAX does not inspect or access the contents and data of the account holder and any related users, including any anonymous addressing of users by third-party service providers (see clause 2.11). However, in justified exceptional cases, such as suspicion of misuse or unlawful conduct, PEAX may inspect and process (e.g. save, copy, transmit) the relevant account and transaction data.

Where necessary for the provision of services (including third-party services), the account holder consents to the forwarding of their

data to involved third parties that have been obligated by PEAX to maintain confidentiality and data processing in compliance with data protection requirements. However, PEAX shall not pass on any usage- or user-related information or account details on a non-anonymous basis above and beyond this without the explicit consent of the account holder, neither in Switzerland nor abroad.

PEAX undertakes and obligates its partners (e.g. hosting partners) and all third-party providers to comply with Swiss data protection law and in particular the data processing principles pursuant to the Federal Act on Data Protection and its related ordinance.

Further information about data protection can be found in the PEAX Privacy Policy. By accepting these GTC, the account holder also accepts the privacy policy.

Individual account details may be made available by PEAX in anonymous form to third parties for addressing the account holder and/or related users (see clause 2.11). The identity of the account holder is only disclosed to the third-party provider if in a given case the account holder, after being approached anonymously, explicitly consents to communication with the third-party provider concerned.

2.10 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.

2.11 Third-party offers

External providers may offer the account holder products and services via the portal on the basis of anonymous data. These offers are made available to the account holder in a separate portal domain. The account holder can subsequently consent to their contact details being forwarded to the third-party provider, thereby enabling the latter to make contact with the account holder directly via the portal.

Without the express consent of the account holder, PEAX will not pass on any data concerning them in non-anonymous form to third-party providers. Enquiries and offers from third-party providers may not contain any discriminatory, pornographic or criminal content.

If the account holder consents to their data being passed on, careful handling of the contact details received in compliance with the law is fundamentally the responsibility of the third-party provider. However, third-party providers are contractually obligated by PEAX to comply with the data protection regulations of PEAX concerning the handling of account details.

PEAX shall take the measures it deems appropriate in the event of an infringement of these regulations by a third-party provider. However, PEAX cannot guarantee compliance with the data protection regulations and the relevant statutory provisions in specific cases and assumes no liability for damages arising from the handling of forwarded data by third-party providers.

2.12 Blocking of 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. Misuse especially includes all use of the portal that contravenes prevailing law or the obligations arising from the Agreement, such as deliberately providing incorrect user data ("important reason"). PEAX also reserves the right to take further legal steps in order to protect itself against misuse.

2.13 Subscriptions and fees

When registering, the account holder chooses a subscription level with portal services including 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 subscription and thereafter annually prior to the start of the contractual period (see clause 2.18.2). 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.

Concerning any costs for the use of third-party services, the respective provisions of the third-party providers must be observed.

2.14 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 2.18.1. PEAX reserves the right to claim damages.

2.15 Downloading of 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 following deactivation of the account until its final deletion in accordance with clause 2.18.1.

With the business account, the documents may only be downloaded with an active paid 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. Failing this, a new subscription must be taken out in order to be able to download the documents.

2.16 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. Deviating provisions agreed between the account holder and third-party providers remain reserved.

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.

2.17 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.

2.18 Termination of the account and subscription

2.18.1 PEAX private account

The Agreement for use of the portal is concluded indefinitely.

ly. 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 subscription (see clause 2.18.3), (ii) discontinuation of any mail forwarding (via Swiss Post) by the user, (iii) that there are no pending payments or credit on the transaction account, (iv) deactivation of all active mail subscriptions on the portal by the user, (v) reinstatement of the residential address as the postal address, conducting further actions that are necessary to ensure that no more services are claimed from PEAX, and (vi) that the private account concerned does not contain admin rights for an active business account.

Following deactivation of the account, the user only retains access to their documents, which they can download. Further functions and services are excluded. Following deactivation of the account, newly arriving mail is received by the scanning centre and delivered to the user on the portal for a period of 365 days. The user is personally responsible for ensuring that no more mail is sent to the scanning centre by setting up mail forwarding with Swiss Post from their PEAX address to their residential or correspondence address or by directly informing all senders.

The effective deletion of the account does not take place until a period of 365 days without further incoming mail following deactivation of the account elapses. Deletion of the account marks final termination of the contractual relationship between the account holder and PEAX. No new mail is delivered to the portal following deletion of the account. If mail arrives at the scanning centre, it is returned to the sender.

Following deletion of the account, all user data are 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 for longer. Data stored in backups are not subsequently removed. The user is personally responsible for saving all data and documents they wish to retain beyond the end of the Agreement outside the portal. The portal offers a function for this, enabling all documents to be downloaded (see clause 2.15).

2.18.2 PEAX business account

The organisation, represented by the user with administrator rights, may terminate the subscription in accordance with clause 2.18.3. 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 mail will be accepted by the scanning centre; this will be returned to the sender. The organisation bears sole responsibility for ensuring that no more mail is sent to the scanning centre. It therefore undertakes to set up mail forwarding with Swiss Post from its PEAX address to its registered office or correspondence address or to inform all senders directly.

2.18.3 Subscription

The subscription set up on the portal is concluded for a fixed term of one year ("**contractual period**") and can be terminat-

ed 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 subscription will only expire until the end of the current contractual period in the event of termination/deactivation of the related account (see clause 2.16.1). Fees already paid will not be reimbursed.

2.19 Termination for good cause

PEAX may terminate this Agreement with immediate effect for good cause (see section 2.12, 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 third-party services, cases of force majeure or disruption at the external data centre.

All exclusions of liability in these GTC also remain reserved.

PEAX is not responsible and/or liable for the contents and performance of third-party services. Any claims due to contractual or legal infringements in connection with third-party services offered via the portal must be addressed directly at the provider concerned.

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 60 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 2.18.

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 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.

Supplementary conditions governing the PEAX Postbox

Version 3.0 effective from 19 August 2021



1 General provisions

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 & Conditions governing the PEAX portal. Terms defined in the General Terms & 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.

Account holders must provide third parties (companies, authorities, etc.) from which they wish to receive physical and digital mail on the portal (i.e. in the PEAX Postbox) with corresponding instructions (hereinafter **"mailing instructions"**). The portal contains appropriate aids/tools for this. Another option available in the PEAX Postbox for the delivery of physical mail is general mail forwarding to the PEAX scanning centre. This can be requested from Swiss Post.

The receipt of physical mail at the scanning centre is also made possible by the account holder notifying third parties directly of their PEAX address as their correspondence address.

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.

Scanned documents from the scanning centre or app are delivered to the digital postbox in PDF format.

Files and consignments delivered to the portal are semantically analysed and indexed by PEAX. 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. The information gained in this way is only used for provision of the contractual services and not processed for other purposes.

2 Powers of representation, mail handling

2.1 Vis-à-vis third parties designated by the account holder

PEAX is expressly authorised to receive all documents of the account holder from third parties (companies, authorities, etc.) for whom the account holder has activated a mail subscription with mailing instructions or general mail forwarding. The decision as to whether documents are sent electronically directly to the portal or physically to the scanning centre (for further processing and electronic delivery to the portal) always lies with the applicable third party as sender.

PEAX is furthermore authorised to deliver mail from third parties to the account holder's PEAX Postbox even without mailing instructions from the latter if the sender sends its mail via PEAX mailing channels.

2.2 Vis-à-vis Swiss Post

If a sender designated by the account holder sends their documents physically to the scanning centre, PEAX is authorised

to represent the account holder vis-à-vis Swiss Post or another delivery service (jointly referred to as the “**post office**”) for the receipt of regular and registered mail. This does not apply to hand-delivered registered mail.

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. 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 mail is 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 mail to the account holder’s PEAX Postbox.

If postal consignments contain unscannable elements that at the discretion of PEAX are required by the account holder in physical form (e.g. debit and credit cards, ID cards, certificates, securities, etc.), these are forwarded free of charge to the residential or domicile address of the account holder communicated to PEAX, or – in case of active mail forwarding – to the specified forwarding address.

Parcels are received and the costs passed on to the user (postage costs and processing fees of CHF 5.00). 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 unscannable 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 consignments, such as the start of payment or appeal periods. This also applies to the receipt of physical mail 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 PEAX envelope

The use of envelopes is only permitted for users of private accounts. PEAX envelopes may only be filled with letters and other paper documents and only up to a thickness of 2 cm and a maximum weight of 500 g. Multiple documents sent in the same envelope count as one item of incoming mail.

All documents in the envelope are processed loose-leaf by the scanning centre. The documents may be stapled but not bound. If in contravention of this provision the envelope contains bound documents, these are unbound mechanically. The costs incurred for this are passed on to the user.

The user must frank the PEAX envelope sufficiently, otherwise all costs incurred from this will be passed on to them.

Own documents may only be sent to the scanning centre in the official PEAX envelopes, otherwise the scanning service is subject to charge and will be invoiced to the user at the scanning centre’s rates. A processing fee will also be charged. Envelopes may only be used for their intended purpose, i.e. for sending the user’s own physical documents to the scanning centre.

Supplementary conditions governing PEAX Payment

Version 3.0 effective from 19 August 2021



1 General provisions

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 & Conditions governing the PEAX portal. Terms defined in the General Terms & 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 Usage requirements

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 from documents delivered to their PEAX Postbox 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 receive 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 are neither assessed by PEAX on a personal basis nor forwarded to third parties.

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 are 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 10.00 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; or
- 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 preconfigured 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 & 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.

