

General terms and conditions

1. Scope

These General Terms and Conditions govern the relationship between the customer and smarpay AG and apply to all services and business transactions of smarpay AG. All designations of persons in these GTC refer to persons of both genders and, where applicable, apply to a plurality of persons.

For individual products or services, there are further contractual components, such as conditions of participation, terms and conditions, manuals, product descriptions and brochures. Such provisions apply in addition to those in these GTC and take precedence over the latter.

2. Correspondence address

smarpay AG
Belpbergstrasse 34B
CH – 3110 Münsingen
office@smarpay.eu

3. Conclusion of contract

Unless otherwise agreed, offers of smarpay AG are valid for 30 days. A contract shall not be concluded until the customer places an order in writing. Orders may be delivered to smarpay AG via e-mail, letter post or by personal delivery. smarpay AG may refuse to accept orders without stating reasons and may interrupt, shorten or prematurely terminate the execution of an order if the customer makes it difficult or impossible to fulfill the order or if the customer is in default of payment.

4. Digital service offering

Access to the digital service offers is granted to those who legitimize themselves by correctly entering their means of identification. Anyone who legitimates himself/herself shall be deemed by smarpay to be authorized to use the corresponding digital service offer, regardless of any entries to the contrary in the commercial register and deposited powers of attorney. The customer acknowledges and approves without reservation all actions taken with his means of identification and security elements.

smarpay AG can set amount limits for the execution of financial transactions via digital service offers. Individual limits are possible depending on the service offer.

In addition to smarpay AG, the customer may also block his or her access to the digital service offerings or have smarpay AG block it. Orders placed up to this point remain unaffected and will be executed. smarpay AG determines the blocking modalities.

5. Due diligence of the customer

Offers, contracts and their components in connection with ordering and obtaining a service from smarpay are personal data and as such are to be treated confidentially.

Personal means of identification and security elements must be kept secret. Under no circumstances may they be passed on to other persons, stored together with the terminal device used, or saved in it.

The customer is obliged to minimize the risk of unauthorized access. This applies in particular to the digital service offering and the end devices used for this purpose. The customer shall take suitable protective measures, keep operating systems and application programs up to date, and promptly install the software updates and software updates provided or recommended by the respective providers.

The customer shall be obligated to submit complaints in connection with the business relationship immediately, but no later than within a period of time set by smarpay. Failure to submit complaints in a timely manner may result in the customer being liable for any damages arising therefrom.

6. Liability

smarpay AG renders its services with due diligence and provides access to the services that is as trouble-free and uninterrupted as possible. However, it cannot guarantee this at all times.

The liability of smarpay AG for damages incurred by the customer as a result of transmission errors, unlawful interference, overloading of communication networks, wilful blocking and damage, interruptions and other inadequacies is excluded to the extent permitted by law.

7. Data protection and confidentiality

The security of data traffic cannot be absolutely guaranteed. smarpay assumes no liability for violations of data protection resulting from security deficiencies. In particular, no liability is accepted for actions or negligence on the part of third parties as a result of which data is altered, deleted or otherwise damaged. smarpay AG treats all information from customer projects with absolute confidentiality.

smarpay AG, its bodies, employees and agents are bound by various confidentiality obligations due to data protection and other regulations. It shall take appropriate measures to ensure data protection and compliance with the applicable confidentiality obligations. However, the customer releases smarpay AG, its bodies, employees and agents from these confidentiality obligations in order to safeguard legitimate interests (e.g. collection of receivables from customers, credit checks, fulfillment of legal obligations to provide information or to report) and to execute transactions, insofar as this is necessary for the provision of domestic or cross-border transactions and services.

8. Duration and termination

The business relationship between the customer and smarpay is agreed upon in writing. Among other things, the duration and termination modalities of the business relationship are also specified in the corresponding documents.

If the customer terminates a contractual relationship prematurely and contrary to the terms of termination, all expenses incurred up to that point shall be owed. If smarpay AG has reserved resources of any kind for the remaining term of the contract, or if a fixed purchase

has been agreed, then 50% of the expenses not yet purchased in accordance with the order shall be owed in addition to the expenses incurred.

9. Expenses

Material costs, travel and other expenses will be charged to the client in the amount of the actual costs incurred. Travel expenses within Switzerland as well as costs for meals are included and will not be charged to the client. For assignments lasting several days, additional expenses for overnight hotel stays may be charged.

10. Severability clause

Should these provisions or parts of these provisions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes as close as possible to its economic meaning.

11. Applicable law and place of jurisdiction

To the extent permitted by law, all legal relationships between the customer and smarpay AG shall be governed by Swiss substantive law. Subject to conflicting mandatory legal provisions, the exclusive place of jurisdiction for all types of proceedings is Münsingen. Unless otherwise agreed, Münsingen is also the place of performance.

12. Changes

smarpay AG reserves the right to make changes to the services offered at any time and may amend these GTC and the other contractual components at any time. Changes to the GTC and components of the contract will be announced in advance in an appropriate manner, with reference to the effective date. They shall be deemed approved if the customer does not terminate the contractual relationship within one month.

Changes to manuals, product descriptions, brochures and the like shall be published on the smarpay AG website and shall apply from the time of their publication without special notification to the customer.

Münsingen, April 2022