



SPECIAL TERMS AND CONDITIONS FOR THE USE OF THE YUH TWINT MOBILE APPLICATION

1. SCOPE OF APPLICATION

- 1.1. These Special Terms and Conditions for the Use of the Yuh TWINT mobile application (the “**Terms**”) apply to the use of the services provided to you by Swissquote Bank Ltd (the “**Bank**”) through the Yuh Twint mobile application (the “**Yuh TWINT**”).
- 1.2. These Terms form an integral part of the existing agreements and terms and conditions between you and the Bank that apply to your bank account (the “**Account**”) to which Yuh TWINT is linked.
- 1.3. These Terms shall be deemed to have been accepted once you have registered via Yuh TWINT, but not later than your first use of Yuh TWINT.

2. PURPOSE OF YUH TWINT

- 2.1. Yuh TWINT enables cashless payments via the TWINT payment system operated by TWINT AG (“**Payment System Operator**”), using a mobile end device (“**Mobile Device**”).
- 2.2. Payments through Yuh TWINT may be performed between you and other TWINT users (“**P2P Payments**”) or between you and authorised merchants (“**Authorised Merchants**”) for the purchase of goods or services (“**P2M Payments**”). You may also use Yuh TWINT to pay at eligible cash registers, vending machines, online and in other apps that permit such use.
- 2.3. The Bank may provide you with additional services, allowing you to, for example, manage and store loyalty cards, receive discount promotions, couponing and similar offers from the Bank or third parties, such as Authorised Merchants (“**Value Added Services**”). You can use these services to collect stamps and redeem loyalty rewards, discounts and credits via Yuh TWINT.

3. TECHNICAL REQUIREMENTS

- 3.1. Yuh TWINT must be downloaded from an official download platform. Such download requires that your Mobile Device (i) supports the Bluetooth Low Energy (BLE) technology, (ii) is equipped with a compatible operating system, and (iii) fulfils the requirements as indicated in the relevant official download platform. You must not use Yuh TWINT on jailbroken Mobile Devices.
- 3.2. The use of Yuh TWINT requires a secured internet connection.

4. REGISTRATION

- 4.1. To be able to use Yuh TWINT, you must use a phone number from Switzerland or Liechtenstein or any other eligible phone number as applicable from time to time. The registration process also implies that the Bank transmits your personal information to the Payment System Operator as described in Section 12. If there are any changes in your personal information provided upon registration, you must update it in Yuh TWINT as soon as possible.
- 4.2. You must also select the Account that you wish to make your Yuh TWINT payments from (the “**Debit Account**”). You must be duly authorised to use the Debit Account.
- 4.3. If you hold several Accounts with the Bank, you are only authorised to select one Yuh Account as the Debit Account, unless the Bank indicates otherwise.



5. YOUR DUTY OF CARE

- 5.1. To access Yuh TWINT, you must follow the sign-in procedure indicated in Yuh TWINT and set up appropriate unlock methods, such as passcodes, passwords, fingerprint or face recognition and other (the “**TWINT Passcode**”). Ensure you only register your own fingerprints or face identification data, and not anyone else’s, if such features are available on your Mobile Device.
- 5.2. You must keep your TWINT Passcode confidential. If you create a TWINT Passcode made up of numbers and other characters, make sure they are hard to guess.

Contact the Bank as soon as possible if you suspect any unauthorised use of your Mobile Device, or if your Mobile Device or TWINT Passcode have been compromised, lost or stolen.

- 5.3. You must take all appropriate measures to keep your Mobile Device secure. You acknowledge that using Yuh TWINT involves certain risks. To mitigate these risks, you must install updates to Yuh TWINT and to the operating system of your Mobile Device as soon as possible. You must also refrain from using public Wi-Fi networks to access Yuh TWINT.

6. INTELLECTUAL PROPERTY

- 6.1. The Bank grants you non-exclusive, non-transferable and cost-free rights to download Yuh TWINT and to install and use it on your personal Mobile Device. Yuh TWINT may contain software that is subject to third parties licenses.

7. PAYMENT ORDERS

- 7.1. When confirming payment instructions in Yuh TWINT, you irrevocably instruct and authorise the Bank to pay the relevant transaction amount to the beneficiary and to debit the Debit Account. The Bank has the right to debit the Debit Account even if the Bank is informed of a dispute between you and a third party (e.g. the beneficiary of the payment or an Authorised Merchant). Notwithstanding the foregoing, the Bank may allow you to cancel payments to other TWINT users that have not completed their registration with the Payment System Operator.
- 7.2. Yuh TWINT may allow you to pay via pre-authorization, whereby you authorize an Authorised Merchant to debit the transaction amount from the Debit Account at a later date or time (regardless of the amount). The actual amount may not be specified at the time of the pre-authorization and will only be confirmed definitively following the performance of the relevant service or delivery of the relevant goods.
- 7.3. You may use Yuh TWINT to allow Authorised Merchants to take funds from the Debit Account on a set date (the “**Automated Payment**”). When you set up an Automated Payment, the funds owed to the Authorised Merchant are automatically taken from the Debit Account on the agreed date. Automated Payments are subject to a separate agreement between you and the Authorised Merchant and may be revoked in Yuh TWINT at any time. You can only renew expired or deactivated Automated Payments with the concerned Authorised Merchant.

8. AVAILABLE FUNDS AND LIMITS

- 8.1. At the time a payment is executed, the Debit Account must contain sufficient available funds to cover the amount of the transaction. **The Bank has no obligation to execute payments if the available funds on the Debit Account are insufficient. If the Bank decides nonetheless to process such a transaction and execute the payment, you undertake to immediately cover the resulting negative balance.**
- 8.2. The amount of each transaction may be limited. In addition, the Bank may set limits on the amounts that can be sent or received within a set period of time (e.g. within a given month). Once the relevant limit is reached, no other payment can be made or received via Yuh TWINT until the end of the relevant period. These amount limits can be found on the Yuh Website and/or on the Yuh App and may be amended from time to time without prior notice.



- 8.3. All payments made through Yuh TWINT are in Swiss francs. In the event there are insufficient available funds in Swiss francs on the Debit Account, the Bank is entitled to convert into Swiss francs any funds available in another currency on the Debit Account, before executing the payment. The exchange rate is determined by the Bank at its sole discretion.

9. LIMITATIONS OF THE SERVICES

- 9.1. The Bank is under no obligation to update, improve, expand or support Yuh TWINT. **The Bank is entitled to change the scope of or completely discontinue Yuh TWINT at any time and without prior notification.** The Bank has no obligation to allow you to use Yuh TWINT. The Bank may, at its sole discretion and without prior notice, cancel or restrict your ability to use Yuh TWINT.
- 9.2. **The Bank is under no obligation to execute outgoing payments or process incoming payments if – in the Bank’s opinion – it may expose the Bank to legal, regulatory or reputational risks.** In particular, the Bank may refuse to process payments or to act on any instruction from you that the Bank believes is not clearly permitted under applicable laws, administrative guidance, the Bank’s internal procedures or similar requirement.
- 9.3. The Bank may also delay the processing of payments until the Bank considers that uncertainties surrounding its admissibility have been resolved. In such a case, you undertake to promptly provide the Bank the information and explanations that the Bank may request from you.
- 9.4. The Bank may also return incoming payments to the sender’s bank and/or financial intermediary. If a payment is returned, the Bank may inform all parties involved in the payment transaction (including the sender) of the reasons why the payment is being returned.
- 9.5. You acknowledge that the Bank makes no representation regarding the possibility to use Yuh TWINT outside of Switzerland. You undertake to comply with local applicable laws and to use Yuh TWINT only to the extent permitted.

10. FEES

- 10.1. The installation of Yuh TWINT and the use of the associated services is free of charge.
- 10.2. The processing of payments through Yuh TWINT is subject to fees, as indicated on the Yuh App or on the Yuh Website at www.yuh.com. In addition, **the Bank may charge additional fees to you in relation to payment instructions that are rejected or require clarifications.**
- 10.3. In the event P2M Payments are performed, Authorised Merchants pay a fee for the use of the TWINT payment system (known as the merchant’s commission) to the companies that recruited them as acceptors of TWINT and with which they have entered into contracts to that effect (known as acquirers, such as SIX Payment Services Ltd or TWINT Acquiring Ltd). Part of these fees are passed on to the Bank.

11. LIABILITY

- 11.1. **The Bank shall not be liable for any loss or damage suffered by you:**
- (a) due to transmission errors, misrouted transfers, technical faults or defects, outages and illegal access or intervention in your Mobile Device;
 - (b) due, in whole or in part, to a breach of these Terms by you (including the use of a jailbroken or incompatible Mobile Device);
 - (c) due to any error, bug, missing feature or lack of update of Yuh TWINT, **which is provided to you “as is” and without any guarantee that it will function at all times or without errors;**
 - (d) due to **disruptions or interruptions** (including system maintenance work) **affecting the systems of the Bank;**



- (e) **due to payments being delayed or not processed pursuant to Section 9, or resulting from other limitations or restrictions imposed by the Bank pursuant to Section 9;**
- (f) **relating to the use of the Value Added Services, including in case of offers that cannot be redeemed with a third-party provider, discounts or benefits in connection with loyalty cards that are not granted, pending, lost or missing;**
- (g) attributable to actions or omissions of the Payment System Operator and any other third party involved in the processing of payments involving Yuh TWINT, including Authorised Merchants offering the sale of goods or services via their own apps that have app-to-app switch functionality and support P2M Payments,

in each case unless such loss or damage is attributable to gross negligence or wilful misconduct on the part of the Bank.

11.2. **You undertake to indemnify and hold the Bank harmless against and from any loss or damage suffered by the Bank** as a result of:

- (a) your failure to fully and timely comply with your obligations under these Terms, or to comply with applicable laws;
- (b) any incorrect, incomplete and/or misleading confirmations and information provided by you;
- (c) the execution of any instruction from you,

in each case even in the absence of any fault, negligence or wrongdoing attributable to you.

12. PROCESSING OF YOUR PERSONAL DATA

12.1. The installation and use of Yuh TWINT involves the processing of personal data relating to you and third parties. The processing of such personal data is governed by this Section 12 and the privacy policy applicable to your Account.

Registration data

12.2. The registration process set out in Section 4 implies that the Bank transmits your personal information (including your first name, last name, address, date of birth and phone number) to the Payment System Operator.

Transaction data

12.3. Transaction data related to payments (e.g. beneficiary and sender name, amount of the transaction, date of transaction, P2M location, data about the Debit Account) will be forwarded to the Payment System Operator, or other third parties based in Switzerland that perform tasks of the Payment System Operator.

12.4. The Bank and the Payment System Operator may also forward this information to other banks and/or financial intermediaries and other third parties involved in the payment (e.g. Authorised Merchants) and/or share this information with them, if necessary for the purpose of processing payments or providing the services offered in Yuh TWINT (e.g. Value Added Services).

Notifications

12.5. In the course of using Yuh TWINT, the Bank may send you electronic messages (e.g. by SMS to the registered mobile phone number or as a push notification) to inform you of certain events, such as credit notes. In addition you and the beneficiary or sender of the payment will be sent unencrypted push notifications via Yuh TWINT, which involves your Mobile Device generating an “application device identifier” and sending this via Google or Apple. The use of TWINT apps by you or your beneficiary or sender of the payment and the corresponding transmission of notifications may mean that third parties (e.g. device manufacturers, providers of app distribution platforms, network providers) are able to conclude that there is a banking relationship with the Bank or to access your client information (in particular specific transaction data).

Location data



- 12.6. To use certain functions of Yuh TWINT, you may have to activate location services on the end device. In such a case, the Bank will be able to access your location data.

Marketing communications and processing

- 12.7. The Bank and the Payment System Operator may work with network operators (e.g. Swisscom) to send marketing communications and provide such operators with your mobile number. The Bank and the Payment System Operator may also forward this information to banks and/or financial intermediaries and other third parties involved in the payment (e.g. authorised merchants) and/or share this information with them, if necessary for the purpose of processing the payment or providing the services offered in Yuh TWINT (e.g. Value Added Services).
- 12.8. The Bank may also transfer your data to third party intermediaries and service providers abroad, including in jurisdiction that do not offer a level of protection of personal data equivalent to that of Switzerland, to transmit crash reports and analyse user behaviour within Yuh TWINT to improve the services provided through Yuh TWINT.
- 12.9. **You hereby release the Bank from its obligations of banking secrecy and confidentiality under Swiss or any other applicable law(s) which might otherwise preclude the disclosure of your personal information necessary for the performance of the TWINT service, as described in this Section 12.**

13. AMENDMENTS AND TERMINATION

- 13.1. The Bank is entitled to amend these Terms at any time. Such amendments will be communicated to you and become binding in accordance with the terms and conditions applicable to your Account.

14. APPLICABLE LAW AND JURISDICTION

- 14.1. These Terms shall be exclusively governed by Swiss substantive law, without regard to conflict of laws provisions.
- 14.2. The place of performance, place of enforcement against you (including if you reside outside of Switzerland), and exclusive place of jurisdiction for any and all disputes arising out of or in connection with these Terms shall be Gland, Switzerland. The Bank however reserves the right to take legal action against you in a court of competent jurisdiction of your place of residence or before any other competent court or jurisdiction. In such cases too, Swiss substantive law shall apply exclusively.