

GTCs MF Group monthly invoice (powerpay)

General Terms & Conditions for invoice payment (powerpay) and data protection policy

1. Important

- a. These general terms and conditions (GTCs) govern the legal relationship between you and MF Group Factoring AG (Am Bohl 6, 9004 St Gallen), or the legal relationship between you and its subsidiaries located at the same address (MF Group Billing AG, MF Finance AG and MF Group AG; hereinafter collectively MF or MF Group). Certain services of the companies of MF Group are partially subject to the Anti-Money Laundering Act (AMLA). The supervisory authorities have granted these companies the necessary licences. The companies are also audited annually and registered as SRO financial intermediaries (<https://www.finma.ch/en/authorisation/self-regulatory-organisations-sros/sro-member-search/>).
- b. By applying for and use of the MF payment service, you confirm your acceptance of the following GTCs. **If you do not accept the following, you may not use the MF payment service to pay for your online purchases or for any other purpose.**
- c. The MF payment service **is available only to individuals capable of acting, who have a regular income and are resident in Switzerland or Liechtenstein.**
- d. The purchase agreement for goods/services is exclusively between you and the online shop (**hereinafter 'retailer'**). The retailer's contractual conditions determine how the purchase agreement is processed. In particular, the retailer is responsible for general customer inquiries (for instance, goods, delivery time, dispatch), returns, complaints, cancellations and contradictions, and credits.
- e. MF may use third parties to collect amounts receivable.

2. Payment of online purchases with the MF payment service

The MF payment service is an easy way to pay for your online purchase by invoice. An external payment service provider, MF offers 'pay by invoice' as a method of payment in the retailer's online shop. When a purchase agreement is concluded or the pay by invoice option is chosen, MF takes over the amount receivable from the retailer and processes the payment method. As part of this contract, MF grants you a consumer credit according to Art. 12 of the CCA, if you use the partial payment option and no grounds for exclusion exist, according to Art. 7 para. 1 of the CCA.

3. Billing method and conditions of repayment

You will typically receive the bill for your invoiced purchases by post once a month. If you have already made purchases using other MF payment services, the bill may also show those purchases and any partial payments you have made. This gives you an overview of all unpaid invoice amounts.

You can pay your MF invoice in one of two ways:

- a. You may pay the entire amount outstanding, typically when you receive the invoice, but no later than the due date printed on the invoice. If the entire invoice amount is paid on time, MF will not charge you the annual interest rate (as shown in the table of fees) on the invoiced amount from the date of purchase.
- b. You may pay part of the amount outstanding, typically when you receive the invoice, but no later than the due date printed on the invoice. The minimum payment is shown on the invoice and printed on the payment form on the left. **If you use this partial payment option, we charge the annual interest rate shown in the table of fees.** The partial payment option (revolving function) is available only if you have made at least one payment on time. Art. 4 of the GTCs is reserved.

If you deposit your payment at the post office counter, fees charged (to the recipient) will be passed on to you on the next invoice. You do not incur additional costs for bank or post office account transfers. **Payment arrears will incur reminder fees for each reminder as shown in the table of fees. If the invoice amount is not paid or is not paid in its entirety when it is due, you will be in default. You will be charged the annual interest rate shown in the table of fees on all purchase amounts, as well as fees and commissions, etc. starting from the date of purchase.** The total amounts owed will be listed separately and billed to you on your next monthly invoice. If you are in arrears, MF may also demand immediate payment of the entire amount outstanding on the invoice and deny you access to further MF payment services.

Payments and partial payments are factored in from the date they post for calculation of subsequent interest and are applied first to unpaid fees and interest charges.

For each copy of an invoice requested, you will be charged a flat fee as shown in the table of fees.

You are considered to have accepted the invoice if you do not file a written complaint within 10 days of receipt of the invoice. MF is entitled to adjust interest rates and conditions at any time by notification in writing (e.g. with delivery of an invoice).

4. Additional conditions for partial payment relationship

If you use the partial payment option and, by doing so, your contractual relationship with MF becomes the equivalent of a consumer credit according to Art. 12 of the CCA, you must sign and return the CCA form, sent to you with the invoice and available online at powerpay.ch/en/tz, to MF by the given due date, but no later than three months after your purchase, or you will be invoiced for the remaining balance, which will be payable immediately. **If you do not return the form on time, you may be charged an additional fee of 5% of the amount borrowed or a minimum of CHF 75.00.**

MF has the right to discontinue the partial payment relationship by written notification at any time without giving a reason, if this is appropriate based on test results or business performance. In this case, the outstanding balance must be paid by the due date printed on the notification.

5. Termination of the contractual relationship by MF

MF has the right to discontinue the contractual relationship by written notification at any time without giving a reason, if this is appropriate based on test results or business performance. In this case, the outstanding balance must be paid by the due date printed on the notification.

6. Right to cancellation or termination of the contractual relationship

After you have paid the remaining balance by the due date given, you can withdraw from the contractual relationship at any time, free of any further obligation.

7. Right of assignment

MF has the right to transfer the account receivables or the right to receive payments to third parties in accordance with these terms, and to assign the underlying receivables to third parties. If a third party is commissioned with collection of payment arrears, you may incur additional fees or costs as shown in the table of fees of the Swiss association of debt collection agencies (VSI).

8. Data protection provisions

a. Consent to the use of your data

Personal data is collected, processed and used as part of the services offered by powerpay. This is necessary if powerpay is to meet your purchasing wishes. By using the powerpay payment service, you grant consent to allow MF to process your personal data, including your name and surname, address, date of birth, gender, email address, telephone number and information about your payment and

order history, such as number of items, item number, invoice amount, consignment type, consignment number and tax rate. Personal data is used to provide the services requested, to verify your identity and credit quality (this may also include obtaining ratings by third parties, such as credit reporting agencies), for risk management (including fraud prevention), to develop powerpay's services, to maintain customer relationships, for marketing and internal statistics, and for analytics. MF can also use publicly accessible information from the internet (such as social networks) for identification purposes should further research be required to investigate cases of fraud or the misuse of services. Address information and other information can be used to obtain credit ratings. MF may forward this information to other partner companies, which may also use the information for the purposes described here. Finally, MF may disclose your data if it is compelled to do so by law or by the authorities, or to exercise MF's rights, or to protect other MF customers.

Finally, you give your consent to allow MF or its contract partners to use your data for marketing purposes. Such contract partners include the following companies:

- CRIF AG, Riesbachstrasse 61, CH-8008 Zürich, Tel.: +41 44 913 50 50
- infoscro Inkasso AG, Ifangstrasse 8, CH-8952 Schlieren, Tel.: +41 44 738 68 88

b. Consent to credit check and assessment

MF checks whether your wish to pay by invoice can be met in light of possible risks of default or whether another form of payment should be offered in consultation with the retailer. For this purpose, MF conducts its own identity and credit quality check. The primary factors determining payment by invoice are general credit quality, compliance with repayment conditions, and in the case of contractual relationships for the purposes of the Consumer Credit Act (CCA), a positive credit rating that takes place based on the information you provide about your income and assets. For the latter, you authorise MF or its partner companies to share and gather all information needed to check your credit quality and process partial payments, particularly at the credit information centre (ZEK), the consumer credit information centre (IKO), public authorities, credit reporting agencies, credit brokers, employers and other appropriate information points, and in the event of corresponding statutory duties, to report to other bodies. The information reported to such bodies includes the loan type, amount and modalities, as well as the applicant's personal information (name, surname, address, date of birth, nationality). You recognise the right of ZEK and IKO to share information about such data with its members. In addition, you agree to allow your data to be stored for the purposes mentioned.

c. Withdrawal of consent

You can withdraw your consent at any time free of charge. Even if you withdraw your consent, MF has the right to process, use and transmit your personal data to the extent that this is necessary to process the agreed payment service, or required by law or ordered by a court or public authority.

d. Requests for information and deletion

You have the right to receive information about the data stored by MF at no charge, and have this data corrected, restricted or deleted if necessary. Such requests should be made in writing and sent to:

MF Group
Data protection officer
PO Box 336
9004 St. Gallen

9. Kostenfolge bei Rücktritt vom Kaufvertrag nach mehr als 30 Tagen

If you cancel a purchase agreement for a valid reason, because, for example, the goods you purchased are defective or the service you purchased can not be obtained, and if the retailer confirms to MF that you have cancelled that purchase agreement, you will not be billed for any costs as long as MF is informed immediately and no later than 60 days after the transaction posts. After 60 days from the purchase, MF reserves the right to bill you for any costs incurred.

10. General notifications and duty to report change of address

Notifications by MF (specifically, account statements and notices of termination) are considered to have been delivered correctly if they were sent to the last address provided by you in writing. You agree to report changes of address to us in writing immediately.

11. Amendments to the GTCs

You will be informed (via email, with your invoice, etc.) of amendments to the GTCs at the contact details you provided on application for the card and/or in some other way. You are considered to have accepted the amendments if you do not object in writing within 10 days of the date of the announcement.

12. Exclusion of liability

When you use MF's payment service, MF takes over only the task of collecting the amount receivable. This means that any liability or warranty claims relating to the purchase agreement can be made only against the retailer, provided that they do not reduce or void the purchase price receivable according to the retailer's applicable GTCs, and that MF denies all warranties and liability. In particular, any complaints about goods or services obtained and any differences of opinion and claims arising from these legal transactions must be resolved directly with the relevant retailer. Charges that you may be entitled to dispute with the retailer can not be held against MF. Your monthly invoice must still be paid on time. In the same way, MF does not assume any responsibility if the retailer refuses to accept purchases made with MF payment services for any reason, or if technical or other reasons prevent a purchase from being completed. Furthermore, MF denies all warranty and liability if harmful software or similar was installed on the internet-ready device that was used. In addition, MF accepts no liability for damage resulting from the misuse of data, a technical malfunction, or the use of an internet connection.

13. Severability clause

If one or more provisions of these GTCs is or becomes wholly or partially invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of these AGB in any way. In this case, the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that comes closest to the economic intention of the provision being replaced. The same applies analogously if these GTCs contain a gap.

14. Applicable law, court of jurisdiction

Swiss law shall apply to this legal relationship exclusively. St Gallen is the court of jurisdiction unless mandatory statutory provisions require another court of jurisdiction.

Table of fees - version from May 2016)

Specifications	Fee/costs	Specifications	Fee/costs
Annual fee	CHF 0.-	1st reminder	CHF 15.-
Administrative fee per invoice	CHF 2.90	2nd reminder	CHF 25.-
Annual interest rate (partial payments and late payments)	12%	3rd reminder	CHF 35.-
PostFinance paying-in fee (fee charged by the post office for cash in-payments at the post office counter)	According to current post office rate*	Address or payment investigations	CHF 16.-
Invoice copy	Free of charge	Monthly fee for invoice overpayment	CHF 8.-

Subject to change. This offer is aimed exclusively at persons capable of acting who are at least 18 years of age and have a regular income.

*The relevant valid price list for paying-in slips applies (<https://www.postfinance.ch/en/priv/prod/pay/national/inpay/detail.html>)

MF Group, Am Bohl 6, 9004 St. Gallen

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