

General Terms & Conditions and Privacy Policy for Purchase by invoice (POWERPAY)

1. Underlying principles

- a. These General Terms and Conditions (GTC) govern the legal relationship between you and MF Group Billing AG (am Bohl 6, CH-9004 St. Gallen, hereinafter referred to as 'MF').
- b. By opting for and using POWERPAY, you confirm that you have read and understood these GTC and you agree to them.
- c. **POWERPAY is only available to individuals of legal capacity, who have a regular income and are resident in Switzerland or Liechtenstein.** MF is entitled to deny the usage of POWERPAY at any time, even retroactively, if it suspects you of committing fraud. This can lead to the cancellation of your plane ticket reservation. If possible, you will be notified of such a cancellation by email.
- d. If you have already entered into a POWERPAY credit account contract and your current purchase can be attributed to this contractual relationship, the provisions of the POWERPAY credit account contract also apply to this purchase. Otherwise, the conditions of this POWERPAY contract apply.
- e. The contract with Swiss International Air Lines Ltd. (hereinafter referred to as 'SWISS') is subject to the contractual terms and conditions of SWISS, which is why SWISS is solely responsible for this underlying transaction, particularly general customer enquiries (e.g. flight data, cancellations, price changes or postponements), complaints, cancellations, objections and credit notes. **MF is solely responsible for queries in correlation with purchase by invoice.**

2. Payment for plane tickets with POWERPAY

In partnership with SWISS, MF offers purchase by invoice as a payment method under the name POWERPAY as an external service provider. If you select the payment method POWERPAY, you will enter into this POWERPAY contract with MF. SWISS shall assign its claim arising from the underlying transaction (**hereinafter referred to as 'Underlying Claim'**) to MF. You are therefore obligated to pay the entire underlying claim plus the fees and any interest, as set out in the table of fees, to MF in accordance with this contract.

3. Payment obligation, billing method and terms of payment

You commit yourself to paying the underlying claim for which the payment method POWERPAY (purchase by invoice) was used, plus any interest and fees, according to the table of fees below. As a rule, invoices are emailed to the email address provided during the booking process on swiss.com. However, the transmission of each POWERPAY invoice does not give rise to a new claim (**no novation**).

a. For amounts up to CHF 499.99

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

- (1) You may pay the entire amount outstanding, typically within 15 days after having received the POWERPAY invoice via email, 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 conclusion of the contract.**
- (2) You may pay part of the amount outstanding, typically when you receive the POWERPAY invoice by email, but no later than the due date printed on the invoice. **If you opt to pay in monthly instalments, MF will charge an annual interest plus an administrative fee (refer to the table of fees) for each invoice from the second POWERPAY partial invoice (hereinafter referred to as 'Monthly Invoice') onwards that is delivered by post on a monthly basis.**

b. For amounts over CHF 499.99

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

- (1) You may pay the entire amount outstanding, typically within 15 days of receiving the POWERPAY invoice by email, 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 conclusion of the contract.**
- (2) You must pay the entire amount outstanding in **no more than three consecutive monthly instalments**, which is normally payable when you receive the POWERPAY invoice but no later than the due date printed on the invoice. From the second POWERPAY partial invoice (hereinafter referred to as 'Monthly Invoice') onwards, invoices shall be sent by post. The three instalments do not have to be equal. **If you opt to pay in instalments, MF will charge annual interest plus an administrative fee (refer to the table of fees) for each invoice.**

c. Terms of payment regardless of the invoice amount

If the email address you have provided is incorrect or invalid, MF will send the POWERPAY invoice via post instead and charge an administrative fee for each invoice (refer to the table of fees).

The minimum instalment amount is shown on each invoice and, if monthly Invoices are being sent via post, printed on the payment slip on the left. If reasonable, claims from completed underlying transactions can be summarized into a single monthly Invoice.

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. Bank or post office account transfers will not result in any additional fees. **If the invoice amount or minimum amount including fees and any interest is not paid to us in its entirety when due, you will be in default. In this case, you will be charged annual interest (see the schedule of fees) on the full arrears from the conclusion of the contract as default interest plus dunning and administrative fees for each payment reminder (see the schedule of fees).** If you are in arrears, MF may also demand immediate payment of the entire amount outstanding at any time and prevent you from making any other payments with POWERPAY.

Any payments are factored in from the date they are received 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. Term and termination

The term of the POWERPAY contract is indefinite. It shall end automatically upon the full payment of the arrears within the payment deadline indicated on the invoice or upon the conclusion of a POWERPAY credit account contract.

MF is entitled to terminate the contractual relationship at any time and without providing a reason by sending you a written notification. In this case, the arrears must be paid in full by the due date printed on the notification.

5. Prohibition of offsetting

You are not entitled to offset any counter-claims against claims that MF has against you.

6. Engagement of third parties and right of assignment

MF is entitled to engage third parties to execute this Agreement. Furthermore, MF is entitled to transfer or assign this contractual relationship or its claims arising from this Agreement to third parties, either fully or in part. 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).

7. 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 you wish to enter into a contract for carriage on swiss.com with POWERPAY as the payment method. By using the POWERPAY payment service, you grant consent to allow MF to process your personal data before and/or during the conclusion of the contract, including your name and surname, address, date of birth, gender, email address, landline and mobile numbers and information about your payment and booking history such as flight data, etc., invoice amount and tax rate. The personal data will be used and processed for the purposes of rendering the required services, carrying out identity and credit checks (this can also involve the procurement of evaluations from third parties such as credit bureaus) and risk management (including fraud prevention). For the purposes of identification or fraud prevention, MF can have your personal data and address information verified by your mobile provider. 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 process the information as necessary to provide the payment method POWERPAY and 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 protect other MF customers.

Such contract partners include the following companies:

- CRIF AG, Riesbachstrasse 61, CH-8008 Zürich
- infoscore Inkasso AG, Ifangstrasse 8, CH-8952 Schlieren
- Swisscom AG, Alte Tiefenastrasse 6, CH-3050 Bern
- Sunrise Communication AG, Binzmühlestrasse 130, CH-8050 Zürich
- Post CH AG, Wankdorffallee 4, CH-3030 Bern

b. Consent to a credit check

MF checks whether your wish to purchase by invoice can be met in light of possible risks of default or whether another form of payment should be offered in consultation with SWISS. For this purpose, MF conducts its own identity and credit check. The payment of the invoice is contingent on general creditworthiness and adherence to the terms of payment. You authorise MF or the partner companies to share and gather all information needed to check your credit score and process the instalment option, particularly at 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). 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 or 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
P.O. Box 336
9004 St. Gallen, Switzerland

8. Withdrawal from the underlying transaction

You must notify MF immediately if the underlying transaction between you and SWISS is rescinded or dissolved after the conclusion of the contract. In this case, MF shall not charge you for any costs if SWISS confirms the rescission or dissolution to MF. After 60 days from the conclusion of the contract, MF reserves the right to bill you for any costs incurred.

9. Notifications and duty to report changes to contact details

Notifications by MF are considered to have been delivered correctly if they were sent to the last email or postal address provided by you in writing. You commit to notify MF immediately and in writing of any changes to your contact details.

10. Amendments to the GTC

You will be notified by a message (via email, with your invoice, etc.) and/or in some other reasonable way of amendments to the GTC. You are considered to have accepted **the amendments if you do not object in writing within 30 days of the date of the announcement.**

11. Disclaimer

MF cannot be held liable for any damage that might result from SWISS refusing to accept a payment with POWERPAY for any reason or from it being impossible to execute a payment with POWERPAY for technical or other reasons. Furthermore, MF cannot be held liable for any damage resulting from prevention of the use of POWERPAY, even retroactively, especially due to a credit check or suspicion of fraud. MF cannot be held liable even if the reason for prevention should prove unfounded. Moreover, MF rejects all liability if harmful software, etc., has been installed on the (internet-enabled) device you used for the underlying transaction and payment process or if the electronic processing of the payment should cause any other damage. Finally, MF accepts no liability for damage that might result from the misuse of data, a technical malfunction or the use of an internet connection.

12. Severability clause

If one or more provisions of these GTC is or becomes wholly or partially invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of these GTC 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 GTC contain a loophole.

13. Applicable law and place of jurisdiction

Swiss law shall apply to this legal relationship exclusively. St Gallen is the place of jurisdiction unless mandatory statutory provisions prescribe another place of jurisdiction. MF is also entitled to file a lawsuit against you at any other competent court.

14. Table of fees

Specifications	Fee/costs	Specifications	Fee/costs
Administrative fees per invoice sent by post	CHF 2.90	1st reminder 2nd reminder	CHF 15.- CHF 25.-
Annual interest rate (instalments and late payments)	12%	Invoice copy	CHF 10.-
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.-

Subject to change. This offer is aimed exclusively at people of legal capacity 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 Billing AG, Am Bohl 6, 9004 St. Gallen, March 2018