



# General Terms and Conditions (GTC)

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# 1 Definitions and Subject Matter

## 1.1 Subject matter

SIX Paynet AG (hereinafter: "SIX Paynet") operates the Paynet network for the sharing of business cases.

## 1.2 Definitions

The following definitions apply to the agreement between SIX Paynet and the merchant.

### **Delegation**

Delegation refers to the engagement of SIX Paynet by the merchant to issue business cases with a digital signature on its behalf or to verify a signature already in place when transmitted. SIX Paynet requires a written engagement (signature/verification delegation) from the participant for this purpose.

### **eBill infrastructure**

The eBill infrastructure is the system for operating the eBill service, which in turn is operated by Swisskey AG (entirely owned subsidiary of SIX Group AG). Its primary purpose is to manage system participants and process transactions, and it comprises all components necessary to operate the service, such as hardware, software, operating system. Among other things, SIX Paynet offers the delivery of business cases to the eBill infrastructure.

### **Business case**

A business case describes all forms of electronic invoices, reminders, credits and notifications, including associated status messages, that are shared via the Paynet network.

### **Main contact person**

The merchant defines an authorized main contact person and their deputies. The main contact person is authorized to order services from SIX Paynet on behalf of the merchant, to register other contact persons, to have new Paynet system users created and to assign them rights (roles) in the Paynet system.

The main contact person or other contact persons registered by the main contact person with SIX Paynet serve as Paynet's contact person if SIX Paynet has to contact the merchant.

### **Interconnect agreement**

The Interconnect agreement regulates the options for connecting and exchanging business cases between connected partner networks.

### **Network partner**

The network partner is the contractual partner of Swisskey AG who is technically and contractually connected to the eBill infrastructure and who simultaneously is the contractual partner of the invoice issuer. The network partner converts the invoice issuer's business cases into the standard

eBill infrastructure format and transmits them to the eBill infrastructure on behalf of the invoice issuer. SIX Paynet is a network partner.

### **Paynet system**

The Paynet system is SIX Paynet's technical infrastructure with which merchant's are connected to use its services.

SIX Paynet provides the following environments within the Paynet system:

- production environment
- test environment (for testing and verification purposes)

### **Partner network**

The partner network is a self-contained system with which there is an Interconnect agreement. The invoice issuer of a partner network can submit business cases to invoice recipients in the internal Paynet network and invoice issuers from the internal Paynet network can deliver business cases to invoice recipients in the partner network.

### **Paynet network**

The Paynet network is a self-contained system consisting of the Paynet system including the internal Paynet network with all connected merchant's and third-party systems (e.g. eBill infrastructure). Participants of the internal Paynet network are "on-net", all other participants are "off-net".

### **Invoice issuer**

The invoice issuer is a participant that transmits business cases for delivery to invoice recipients in any form (e.g. physical, electronic).

### **Invoice recipient**

The invoice recipient is a participant that receives business cases from SIX Paynet, checks them and approves or rejects them for payment.

### **Reseller agreement**

The reseller agreement governs the contractual relationship between SIX Paynet and the reseller concerning the connection to the Paynet system. The reseller is a legal entity that also has a contractual relationship with the participant regarding SIX Paynet's service. In such event, SIX Paynet does not have a contractual relationship with the participant.

### **Master data**

Master data is contact data and technical parameters for the participant. The master data is entered in the Paynet system according to the merchant's specifications.

### **Participant**

The participant is a natural or legal person featuring in the SIX Paynet network as an invoice issuer, invoice recipient or both.

### **Participant agreement**

The participant agreement governs the contractual relationship between SIX Paynet and the participant regarding the electronic exchange of business cases.

### **Agreement**

The agreement includes the following documents:

1. General Terms and Conditions
2. Service description
3. Participant/interconnect/reseller agreement
4. Price list
5. Data Protection Annex

### **Merchant**

The merchant has signed the following agreement with SIX Paynet:

- Participant agreement

*and/or*

- Interconnect agreement

*and/or*

- reseller agreement.

## **2 Scope of SIX Paynet services**

SIX Paynet performs the offered services in accordance with the respective current version of the service description. The scope of the service is governed by the agreement with the merchant.

## **3 Merchant's Obligations**

### **3.1 General obligations**

#### **3.1.1 Necessary infrastructure**

The merchant itself is responsible for procuring, operating and maintaining the infrastructure required to create, transmit/retrieve and further process business cases infrastructure (e.g. IT applications, communications equipment, internet access, certificates, etc.) and for assuming these costs.

If necessary for the use of the agreed services, the merchant will independently develop the interface for connecting its system to the Paynet system and implement this interface in its system in accordance with SIX Paynet's interface specifications. It conducts the test and acceptance process in line with the requirements defined by SIX Paynet.

This applies to the initial activation, ongoing operational testing and infrastructure adjustments.

If the merchant causes problems on the productive Paynet system as a result of untested adjustments, SIX Paynet can invoice the merchant for the expenses thus incurred at cost as support. If it is necessary to engage third parties in order to resolve the problems caused, the merchant must pay the costs incurred as a result.

#### **3.1.2 Controlling processing**

The merchant must raise objections and complaints regarding the services performed by SIX Paynet in writing (or by e-mail or entering them online on the corresponding website) as quickly as possible, though no later than 30 days after transmission/availability of the business case. SIX Paynet's services will be deemed to have been performed correctly after this period.

#### **3.1.3 Selection and administration of identification features**

The merchant itself determines which security level required for authentication by selecting the identification features it uses (user ID with password or digital certificates). The merchant bears all risks arising from the use or misuse of identification features.

The main contact person ensures that the assigned identification features can only be used by the merchant's own applications to transmit or receive business cases and by the registered users for access to the Paynet system. Anyone who identifies themselves using the agreed identification features will be considered by SIX Paynet to have been legitimized by the merchant.

If there is reason to fear that an unauthorized third party has gained access to the merchant's identification features or systems, the merchant will inform SIX Paynet immediately and have access blocked.

### **3.1.4 Main contact person**

The main contact person will be informed of any maintenance work or breakdown reports on the Paynet system and the eBill infrastructure. The main contact person will be informed of breakdowns of third-party networks to the extent that the third party brings such breakdowns to SIX Paynet's attention.

In order to ensure communication with the merchant at all times, the merchant must inform SIX Paynet without delay if the identity of the main contact person or other persons registered by the main contact person changes. Until such changes are reported, SIX Paynet is entitled to consider the previously reported main contact person and their deputy as still being authorized. If the merchant does not report changes in due time and SIX Paynet incurs additional expenses as a result, these expenses will be invoiced to the merchant at cost as support.

### **3.1.5 Master data**

The merchant is required to keep its master data up-to-date and complete at all times. The merchant must make any amendments or additions to master data directly online using the corresponding website.

Until such changes are reported, SIX Paynet is entitled to consider the previous master data as still being correct. If the merchant does not report changes in due time and SIX Paynet incurs additional expenses as a result, these expenses will be invoiced to the merchant at cost as support.

### **3.1.6 Compliance with regulatory and statutory requirements**

The merchant is responsible for its compliance with the applicable regulatory and statutory requirements. SIX Paynet provides no consulting in this regard and also does not check compliance with these requirements.

Merchant's domiciled abroad may be subject to different regulatory and statutory requirements, or different general conditions, compliance with which is also entirely the responsibility of the merchant.

### **3.1.7 Implementation and testing of new SIX Paynet releases**

The publication of new releases can necessitate technical adjustments to the merchant's interface connection in order to:

- continue using existing functions; or
- enable the use of new functions for the first time.

Whether and to what extent technical adjustments at the merchant are effectively necessary must be evaluated by the merchant in the individual case and possibly together with SIX Paynet.

In the event of system changes by SIX Paynet that necessitate technical adjustments at the merchant, the merchant must perform the following steps:



- Timely implementation of suitable test processes with the test environment to guarantee full and lasting functionality
- Implementation of all system changes demanded by SIX Paynet within six months of the introduction of releases and operational start-up in the production environment (see also section 11, Amendments and Additions)

In urgent cases, in particular for security or risk reasons, SIX Paynet can demand implementation by the merchant in less than six months.

Section 12 (Effective Date, Duration and Termination) of these General Terms and Conditions applies.

### **3.1.8 Checking and analysis of business cases**

SIX Paynet checks neither the commercial foundation nor the content of the business cases delivered. The transactions on which business cases are based must be regulated directly and exclusively between the merchant's involved in the business cases. SIX Paynet rejects any responsibility in this regard.

SIX Paynet performs no content analysis of business cases.

## **3.2 Specific obligations of the invoice issuer**

### **3.2.1 Checking and addressing**

On submitting business cases, the merchant confirms that the identity of the invoice recipient was checked, the invoice recipient has been legitimized to receive business cases and enclosures, and that the invoice recipient wishes for the delivery of business cases.

The merchant is required to use an identification feature supported by SIX Paynet to address the business cases to be submitted to uniquely define the recipient. By using a recipient identification assigned to a SIX Paynet partner network, the merchant authorizes SIX Paynet to transmit the business cases in question to the corresponding partner network.

### **3.2.2 Requirements for the successful submission of business cases**

The merchant ensures that the transmitted business cases and enclosures are consistent with SIX Paynet's requirements and can be read, stored and printed by the recipient without risk to the integrity of its systems.

SIX Paynet transmits business cases to merchant's when the following criteria are met:

- submission by an invoice issuer approved by SIX Paynet, by a reseller or by a partner network
- submission of business cases with a future payment date
- full invoice recipient information
- correct data format
- match between PDF file and structured XML file (EDI file)

### **3.2.3 Monitoring of submission**

SIX Paynet provides status updates on transmitted business cases accessible to the merchant in accordance with the service description. The merchant is required to actively monitor these status updates.

### **3.2.4 Rejection of business cases**

SIX Paynet rejects business cases that do not satisfy the criteria of 3.2.1 and 3.2.2.

The merchant ensures that the business cases affected can be transmitted again if rejected or on SIX Paynet's request.

SIX Paynet reserves the right to also invoice the merchant for rejected business cases according to the price list.

### **3.2.5 Submission to the eBill infrastructure**

#### **3.2.5.1 Duty to provide evidence**

The merchant must provide evidence (alternatively):

- company name and business identification number of the invoice issuer according to the Swiss commercial register excerpt
- equivalent evidence if there is no business identification number

#### **3.2.5.2 Primary and secondary network partner**

A merchant can submit business cases to the eBill infrastructure through more than one network partner. Only the primary network partner can change an invoice issuer's master data. Only one network partner can be the primary network partner at a given point in time. All other network partners are secondary network partners.

##### **3.2.5.2.1 Activation of new merchant's**

If the merchant is not yet activated as an invoice issuer for the eBill infrastructure and engages SIX Paynet to activate it for the eBill infrastructure, it makes SIX Paynet its primary network partner.

##### **3.2.5.2.2 Changing primary network partner**

If the merchant changes from another network partner of the eBill infrastructure to SIX Paynet, the merchant is required to inform the previous network partner and SIX Paynet of this in writing. SIX Paynet will then order its own change of status to primary network partner in the eBill infrastructure.

If the merchant intends to switch from SIX Paynet as its primary network partner to another network partner as its new primary network partner, the merchant must inform SIX Paynet 30 days in advance. SIX Paynet thereby becomes the merchant's secondary network partner.

#### **3.2.5.2.3 Submission through SIX Paynet as a secondary network partner**

The merchant can submit business cases for delivery to the eBill infrastructure through SIX Paynet as a secondary network partner.

#### **3.2.5.2.4 Processing of registrations and cancellations**

After the merchant has been activated for the eBill infrastructure, the merchant must process the registrations and cancellations it receives from invoice recipients through its own internal processes within 14 days.

#### **3.2.5.3 Storage of master data in the eBill Infrastructure**

Only such data of the invoice issuer that are transmitted by SIX Paynet to the eBill infrastructure through the corresponding interface are stored in the eBill infrastructure, including in particular company name, logo, address, credit account, business identification number, invoice issuers e-mail address, invoice issuers phone number, sector and URL registration forms.

### **3.3 Specific obligations of the invoice recipient**

#### **3.3.1 Verification of invoices**

If the merchant has delegated the verification of business cases to SIX Paynet (in accordance with section 4, Delegation), it receives business cases signed with an electronic signature from SIX Paynet.

The merchant receives the signed business cases in both its desired structured data format and in unstructured form as a PDF file. In each case, the merchant is responsible for the formal and material checking of business cases.

## **4 Delegation**

If the merchant engages SIX Paynet for the delegation/verification of signatures, it continues to be responsible for checking the form and content of business cases and for satisfying the specific requirements of national law.

SIX Paynet accepts no responsibility in connection with the form and content of business cases.

## **5 Archiving of Business Cases**

It is the merchant's responsibility to ensure that business cases are archived in line with statutory requirements and for the necessary storage duration.

The merchant can engage SIX Paynet to archive its business cases.

Details can be found in the service description.

## **6 Operation of the Paynet System**

The operation and availability of the Paynet system are governed by the applicable service description.

SIX Paynet is entitled to interrupt or block operation or access to the service at any time for important reasons (such as e.g. breakdowns, sabotage, risk of misuse, etc.).

SIX will inform the merchant of this in suitable form.

## **7 Prices**

Prices, invoicing and payment terms are governed by the applicable price list.

## **8 Confidentiality**

### **8.1 Data protection**

SIX Paynet complies with the provisions of the *Schweizerisches Bundesgesetz über den Datenschutz* (DSG – Swiss Federal Data Protection Act) and the European General Data Protection Regulation (EU GDPR), and will store and process the merchant's data solely for the purposes of the subject matter of the agreement in accordance with these General Terms and Conditions.

The processing of personal data in connection with the submission of business cases to the Paynet network that SIX Paynet performs on behalf of the merchant is subject to the Data Protection Annex – see Annex [5].

SIX Paynet stores the merchant data relating to the business case necessary for service performance in the Paynet system and, depending on the service, also in the eBill infrastructure for up to 45 days after submission. The business case data are then erased.

SIX Paynet prepares a processing report on the business case transactions processed that is necessary for internal auditing purposes. This report is only stored for as long as necessary according to SIX Paynet's internal auditing stipulations.

### **8.2 Data transfer**

In connection with the merchant's participation and technical connection to the Paynet system, SIX Paynet makes data on the merchant (see section 3.2.5.3, Submission through SIX Paynet as a secondary network partner) available to the platform operator of the eBill infrastructure. The merchant hereby consents to these data also being made available to third parties (including in particular other network partners and financial institutions) to the extent described in the service description in the context of the performance of the service.

The merchant consents to SIX Paynet transferring its data to its foreign and domestic partner networks if the recipient wishes to receive the data through such a partner network.

SIX Paynet undertakes to use the merchant's data exclusively for the performance of the agreed services.

## **9 Liability**

SIX Paynet is liable to the merchant only for losses caused as a result of willful misconduct or gross negligence. SIX Paynet is not liable for indirect or consequential losses, e.g. for lost profits, third-party claims, unrealized savings, etc.

Data are exchanged on public, third-party communications equipment outside the sphere of SIX Paynet's influence (Internet, phone network, etc.). SIX Paynet is not liable for losses incurred by the merchant as a result of transmission errors, technical faults, breakdowns, interruptions or illegal interference with telecommunications equipment.

If a third party makes claims against SIX Paynet on account of the transmission of the merchant's business cases, the merchant undertakes to hold SIX Paynet fully harmless.

## **10 Transfer of Contract Relationship and Engagement of Third Parties by the Merchant**

This contract relationship can only be transferred to third parties by the merchant with SIX Paynet's written approval.

This contract relationship can be transferred by SIX Paynet to another company of the SIX Group in full or in part at any time without the merchant's approval. The merchant will be suitably informed in such event. The merchant's written approval must be obtained in advance when transferring the contract relationship to a third party outside the SIX Group.

If the merchant engages third parties for the transmission of business cases, they must be declared to SIX Paynet so that they can be authorized accordingly (see section 3, Merchant's Obligations). Costs arising as a result of connecting third parties to the Paynet system are at the expense of the merchant.

## **11 Amendments and Additions**

As a result of national and international standardization, in addition to new technical and application requirements, the technical specifications and applicable procedures for the services performed by SIX Paynet are subject to change that can also affect agreements based on these General Terms and Conditions.

SIX Paynet reserves the right to amend and supplement these General Terms and Conditions, the service descriptions, the price list and the Data Protection Annex at any time. It will suitably inform the merchant of these amendments and additions at least 60 days before their effective date. The current applicable versions and the announced new versions of the General Terms and Conditions and service descriptions can be accessed on the Internet at all times.

If the merchant does not agree to the amendment or addition, it has the right to cancel this agreement without notice by way of registered mail from the effective date of the amendment or addition within 30 days of receiving notification of the amendment or addition. If the merchant does not exercise this right to extraordinary cancellation, it will be deemed to have approved the amendment or addition. This does not affect the ordinary right of cancellation.

SIX Paynet can also make changes to the Paynet system. If an adjustment of the merchant's infrastructure is necessary as a result of a release, the merchant must make this adjustment within six (6) months. If the merchant does not make the adjustments, the agreement will be deemed to have ended after these six (6) months and the merchant will be deactivated in the Paynet system.

## **12 Effective Date, Duration and Termination**

The agreement becomes effective on being signed by the merchant or when entered into online on SIX Paynet's website and – unless agreed otherwise – is entered into for an undetermined duration.

### **12.1 Cancellation**

#### **12.1.1 General**

Any cancellation must be issued in writing.

If the merchant is connected via a technical interface, the notice period is three (3) months. Otherwise this agreement can be terminated by either party with notice of one (1) month to the end of a calendar month.

#### **12.1.2 Extraordinary cancellation**

Furthermore, each party is authorized to cancel the agreement effective immediately for cause.

Cause exists if it has become unreasonable for the canceling party to continue the contract relationship. In particular, it can be assumed to be unreasonable if a party repeatedly breaches material duties arising from the agreement or fails to remedy a contractual breach despite a written reminder and being given appropriate notice. Non-recurring contractual breaches only warrant the extraordinary dissolution of the contract relationship as an exception and if the breach is particularly severe.

## **12.2 Proper processing of business cases when ending the contract relationship between SIX Paynet and the merchant**

In the event of the contract relationship between SIX Paynet and the merchant ending, it must be ensured that ongoing business cases can be properly processed.

For these reasons, the merchant is required to properly process ongoing business cases before the time the agreement ends. This obligation also applies in the event of extraordinary cancellation. Paynet will remove the merchant's access to the Paynet network as of the exit date.

## **12.3 Consequences of contract dissolution**

SIX Paynet will deregister the merchant in an appropriate time period before the merchant's agreement ends to ensure that open business cases can be processed. The time period between the merchant's deregistration and erasure must be at least two (2) months.

The merchant will not be erased on deregistration, but rather set to "inactive" in the Paynet system. As a result, the merchant will no longer be able to submit business cases or have them delivered. The merchant will no longer be visible in the eBill infrastructure.

The obligations under sections 8 (Confidentiality), 9 (Liability) and 14 (Final Provisions) continue to apply even after the agreement has been canceled and ended.

# **13 Contract Components and Hierarchy of Norms**

The agreement consists of the following components:

1. General Terms and Conditions
2. Service description
3. Participant/interconnect/reseller agreement
4. Price list
5. Data Protection Annex

By signing this agreement, the merchant confirms that it has received these documents and acknowledged, understood and accepted their content.

In the event of contradictions between individual components of the agreement, the more specific regulation takes precedence.



## **14 Final Provisions**

### **14.1 Severability**

If a provision of these General Terms and Conditions or of another component of the agreement is declared null and void, this does not affect the other provisions and these must be interpreted as if the agreement as a whole had been entered into without the invalid provision. The same applies to loopholes in the contract or amendments or additions.

### **14.2 Applicable law, court of jurisdiction**

The agreement and all disputes arising in connection with it are subject to Swiss law to the exclusion of conflict-of-law and treaty provisions.

The sole court of jurisdiction is Zurich. If domiciled outside Switzerland, Zurich is also the place of performance.

