

Special provisions for YAPEAL services - eBill

1. SCOPE OF APPLICATION

These YAPEAL eBill Terms and Conditions (hereinafter "YeGB") govern the legal relationship between the customer (hereinafter "YAPSTER") and YAPEAL for the use of the YAPEAL services regarding eBill (hereinafter: "YeBill"). The term "YAPSTER" includes contractual partners of YAPEAL, i.e. legal or natural persons or partnerships.

Special written agreements between the YAPSTER and YAPEAL shall take precedence. In all other respects, the General Terms and Conditions YAPSTER Relationship (GTC YAPSTER Relationship) shall apply.

YAPEAL services are used via "YAPEAL frontends". These include the YAPEAL Verify app, the YAPEAL app, YAPEAL web front-ends or portals approved by YAPEAL (e.g. web front-ends or apps hosted by third parties).

eBill is a service provided by SIX BBS AG, Zurich ("SIX"), which enables the YAPSTER to receive electronic invoices (hereinafter "eBill invoices"). As part of the YAPEAL services regarding eBill (hereinafter "YeBill"), the YAPSTER can view, pay or reject these eBill invoices via the YAPEAL frontends. The involvement of SIX is in the interest of the YAPSTER.

2. MEANS OF LEGITIMIZATION

Access to YeBill is granted to those who legitimize themselves to YAPEAL with the YAPEAL frontends and security features authorized by YAPSTER and register for YeBill with the relevant e-mail address.

3. OBJECT OF PERFORMANCE

When registering for YeBill, the YAPSTER enters an e-mail address. This is the YAPSTER's unique identifier **for receiving eBill invoices**.

The YAPSTER determines from which invoice issuers it wants to receive eBill invoices in the YAPEAL frontends.

The YAPSTER decides whether it wants to pay or reject an eBill invoice with YeBill.

Any payment of an eBill invoice executed by the YAPSTER on a YAPEAL front end shall be deemed to be an order legitimized by the YAPSTER and may be charged by YAPEAL to the YAPSTER's YAPSTER account.

YAPEAL is entitled to charge all amounts and fees arising from the use of YeBill to the YAPSTER's YAPSTER account. This right also applies in the event of disputes between the YAPSTER and third parties.

4. EBILL INVOICES

The eBill invoices are provided by the respective invoice issuer. The eBill invoices (invoice details) are displayed either in the YAPEAL front ends or on the invoice issuer's website - depending on how the invoice issuer provides the invoice data. In doing so, the YAPSTER leaves the protected area of the YAPEAL front ends/YAPEAL services. This does not rule out the possibility of third parties drawing conclusions about the YAPSTER's existing bank details.

YAPEAL does not check whether the eBill invoices are correct. YAPSTER must settle any complaints about this directly with the invoicing party concerned.

YAPEAL informs the YAPSTER in the YAPEAL frontends about the rejection, approval and/or payment of the relevant eBill invoices via SIX.

Payments may only be made with YeBill if the associated YAPSTER account is covered. YAPEAL can reject payments if the YAPSTER account is not covered.

5. RECORDING AND STORAGE OF DATA, MESSAGES AND DOCUMENTS

The YAPSTER is responsible within the framework of the statutory provisions, in particular for the recording and storage of eBill invoices. YAPEAL recommends that all eBill invoices be stored in a suitable form. Participants who are required to keep accounts are advised to contact their auditors before using the eBill service in order to ensure compliance with the "Ordinance on the Keeping and Storage of Business Records (GeBüV)".

If the YAPSTER wishes to claim tax-reducing facts from an eBill invoice and a printout of the electronically received eBill invoice is not sufficient or the eBill invoice does not meet the requirements for this, YAPEAL recommends that the YAPSTER request a suitable receipt from the invoice issuer.

The YAPSTER acknowledges that eBill invoices are stored at YAPEAL and thus remain permanently available. eBill invoices are not archived by SIX.

The YAPSTER hereby expressly acknowledges that YAPEAL has fulfilled its notification and accountability obligations to the YAPSTER by electronically delivering the notifications and receipts to the YAPSTER account in accordance with Section 4.3 YeGB.

6. FORWARDING OF DATA TO SIX

YAPEAL collects and uses user data (surname, first name, address, date of birth, e-mail address) and the IBAN for YeBill.

YAPEAL sends the data required for the use of YeBill to SIX.

YAPEAL and SIX use user data within the framework of YeBill for the processing of eBill invoices, as well as for product development, planning and statistics. YAPEAL and SIX may use group companies or third-party providers for these activities.

The user data is made available to the invoice issuers by SIX to the extent required for the processing of eBill invoices.

The YAPSTER acknowledges that as soon as he activates the SIX notification service with the e-mail address, it cannot be ruled out that third parties may draw conclusions about the YAPSTER's existing bank details.

If the YAPSTER also wishes to use the eBill service with his e-mail address with another financial institution, the user data may also be forwarded by SIX to the financial institution selected by the YAPSTER.

After deactivation of YeBill, the YAPSTER's user data will be available at SIX for two years so that the YAPSTER can continue to use eBill via other financial institutions selected by him.

Furthermore, the YAPEAL Privacy Policy: www.yapeal.ch/en/private/data-privacy, the SIX Privacy Policy: www.six-group.com/en/services/legal/privacy-statement.html and the SIX Terms of Use www.six-group.com/en/services/legal/terms-of-use.html apply.

7. DISABLING

YAPSTERS can deactivate YeBill in the YAPEAL frontends at any time or remove individual invoice issuers. After deactivation, eBill invoices that have already been released remain pending in the YAPEAL frontends and are triggered, unless the YAPSTER has revoked or changed the payment order via the YAPEAL frontends. After this, eBill invoices can no longer be accessed and eBill invoices can no longer be received. The eBill function can be reactivated in the YAPEAL frontends at any time after it has been deactivated. When reactivated, saved previous invoices can also be retrieved again.

Even after termination, YAPEAL may charge all amounts due from the use of YeBill before deactivation to the YAPSTER account of the YAPSTER.

YAPSTER is not permitted to reclaim fees already paid (annual/monthly fees).

8. LIABILITY

YAPEAL operates YeBill with the care customary in business.

The communication of data for YeBill takes place via the Internet. **YAPEAL assumes no liability for any damage or other disadvantages resulting from the use of open networks (e.g. Internet, telephone network, etc.), transmission errors, technical defects, malfunctions, interruptions and delays (especially in processing), illegal interference with the facilities of network and/or telecommunications operators (including overloading of these facilities), willful blocking of electronic access by third parties and illegal interference with YAPSTER's end devices or software.**

Should YAPEAL identify security risks in and in the handling of the YAPEAL frontends and the YAPSTER account, YAPEAL may partially or completely interrupt its YAPEAL services, including YeBill, to protect the YAPSTER until the risks have been eliminated. YAPEAL assumes no liability for any damage caused by such an interruption.

Likewise, YAPEAL assumes no liability for damages and consequential damages of the YAPSTER if contractual obligations cannot be fulfilled due to the unavailability of the YAPEAL front ends.

Should the YAPSTER involve third parties or use third-party software applications, it does so at its own risk. In this context, any liability of YAPEAL is excluded.

9. CONDITIONS

The currently valid conditions can be viewed in the current lists and product information sheets in the YAPEAL frontends or on the YAPEAL website. YAPEAL may adjust the conditions at any time, e.g. due to changes in market conditions, costs, or in the event of a reassessment of business risks. This is done by adjusting the lists and product information sheets.

The YAPSTER will be informed in advance in an appropriate manner and may immediately terminate the YAPEAL services affected by the change in the event of an objection.

Changes or newly introduced conditions shall be deemed approved if the YAPSTER does not terminate the affected product or the affected YAPEAL services within 14 days of notification.

10. VALIDITY OF AND CHANGES TO THE TERMS AND CONDITIONS

These YeGB come into force immediately upon confirmation by the YAPSTER in the YAPEAL frontends. YAPEAL may unilaterally amend these YeGB at any time. The changes will be communicated to the YAPSTER in an appropriate manner and are valid without objection within 14 days of notification. If no objection is made within this period from receipt of the information, the amended YeGB shall be deemed agreed.