

YAPEAL General Terms and Conditions (GTC)

GTC YAPSTER RELATIONSHIP

1. SUBJECT OF THE CONTRACT AND PARTY TO THE CONTRACT

YAPEAL AG, with its registered office at Max-Högger-Strasse 6, 8048 Zurich, Switzerland (hereinafter "YAPEAL") offers financial services using the "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). These GTC YAPSTER Relationship (hereinafter referred to as "GTC YAPSTER Relationship") serve to clearly regulate the business relationship between YAPEAL and its customers, hereinafter referred to as "YAPSTER". The term "YAPSTER" applies to contractual partners of YAPEAL, i.e. legal or natural persons or partnerships or companies in formation. The YAPSTER obtains financial services via the YAPEAL-Frontends.

Regulations for the identification and registration of YAPSTERS or users of YAPEAL-Frontends or customers of third parties to whom YAPEAL offers identification and registration services are regulated in the GTC Registration ("GTCCG").

Special agreements and practices remain reserved. In this document, male personal designations are representative of persons of all genders.

2. SCOPE

The GTC YAPSTER Relationship govern the mutual rights and obligations between YAPEAL and the YAPSTER using YAPEAL Services (hereinafter "YAPEAL-Services").

YAPEAL-Services are provided exclusively on the basis of the contracts between YAPEAL and the YAPSTER and the following GTC YAPSTER Relationship

Additional terms and conditions may apply to individual services and products, which shall take precedence over the GTC YAPSTER Relationship.

In case of doubt, the German language version of the GTC YAPSTER Relationship and other supplementary provisions of YAPEAL shall prevail over translations into other languages.

3. NOTIFICATION OBLIGATIONS

3.1. In general

The YAPSTER is obliged to provide complete and correct personal and regulatory information (in particular company name/name, first names, address, registered office/domicile, tax residency or tax status, nationality/ies, contact and correspondence details, etc.) and to provide corresponding evidence or documentation at the request of YAPEAL. This applies to information of the YAPSTER itself, its authorized agents and representatives, the beneficial owners, controlling owners, beneficiaries and other persons involved in the business relationship. YAPEAL must be informed immediately of any changes to this information. If YAPEAL deems it necessary, YAPEAL may also obtain or confirm this information directly from the persons involved and thus disclose the existence of a business relationship to the persons contacted.

The YAPSTER must notify YAPEAL immediately of any changes to this information and the revocation of any powers of attorney or signing authorizations granted.

The YAPSTER can represent himself in the YAPEAL apps with a photo of his choice. The YAPSTER is responsible for the content (images, files, etc.) that he transmits to YAPEAL, makes accessible to YAPEAL or third parties or distributes (hereinafter "uses"). The use of this photo must be legally permissible and in particular must not contain any content that violates or endangers the rights of YAPEAL or third parties, such as intellectual property rights, personal rights, provisions of the Unfair Competition Act (UWG), or that is punishable by law. YAPEAL is not obliged to monitor the content made accessible. YAPEAL reserves the right to reject or change the photo chosen by the YAPSTER at any time without giving reasons. YAPEAL assumes no liability for damages and consequential damages due to unauthorized content or unlawful, improper (e.g. by unintentional disclosure of the user's identity), negligent or improper use of this photo.

3.2. US Foreign Account Tax Compliance Act (FATCA)

YAPEAL does not conduct any business relationships with persons who qualify as US persons or legal entities or partnerships with US persons as beneficial owners. When the account is opened, a self-declaration is obtained from the YAPSTER for the purpose of determining any tax residency in the USA or its tax status under FATCA. The YAPSTER must confirm in the YAPEAL system that he is not subject to US tax (not a US person), or legal entities must disclose their tax status and, if necessary, provide proof that they are not beneficial owners of US persons. The YAPSTER is obliged to inform YAPEAL immediately of any changes to its US status or tax status. In the event

of a reporting obligation on the part of YAPEAL, the YAPSTER undertakes to sign the necessary declaration of consent to the report, even after any termination of the business relationship.

4. NOTIFIATIONS AND COMMUNICATION

The YAPSTER authorizes YAPEAL to communicate via mail, telephone, electronic channels (e.g. e-mail, SMS, mobile applications, push notifications and other electronic communication channels) and other means of transmission and transport to the contact details used or explicitly provided by the YAPSTER to YAPEAL.

The YAPSTER is obliged to keep YAPEAL up to date with regard to the contact details required by YAPEAL, e.g. company name/name, first name(s), address, registered office/domicile, e-mail address, telephone number, etc.

Messages from YAPEAL to the YAPSTER are deemed to have been received when they have been made available to the YAPSTER in the YAPEAL-Frontends. The date of dispatch is the date of the log entry in the YAPEAL system that was created when the message was sent to the YAPSTER account.

The following communication channels must be used exclusively for the purposes of the customer relationship:

With access to YAPEAL-Frontends

- Use of the existing in-app features
- Contacting customer support via in-app chat

No access to YAPEAL-Frontends

- E-Mail to Customer Support: support@yapeal.ch
- Post to YAPEAL AG, Max-Högger-Strasse 6, 8048 Zürich, Switzerland
- Only in emergencies via telephone: +41 (0)44 435 38 18

In the event of irregularities in the YAPSTER account, suspected fraud, theft or inability to act, the YAPSTER must notify YAPEAL immediately.

If the YAPSTER does not transmit information and instructions to YAPEAL in a manner provided for in the GTC YAPSTER Relationship, these shall be deemed not to have been received. YAPEAL does not have to process these on its own initiative or compare them with other information and instructions from the YAPSTER.

YAPEAL may make legally relevant information available to the YAPSTER by means of publication on the Internet (www.yapeal.ch/en) or in the YAPEAL-Frontends and fulfill legal information, clarification and disclosure obligations (e.g. on investor protection and transparency).

YAPEAL shall exercise due care in the use of mail, telephone, electronic channels or other means of transmission and transportation. YAPEAL is aware that electronic communication via the Internet can be hacked and/or faulty. YAPEAL can therefore not give a 100% guarantee of data security. **The YAPSTER is aware that data sent via e-mail is unencrypted and can therefore be read and/or manipulated by third parties. The YAPSTER knows that this medium is not suitable for confidential information. If an encrypted electronic or other form of confidential communication or the use of password protection is desired, the YAPSTER must expressly inform YAPEAL of this.**

YAPEAL only bears the damage from faulty communication if YAPEAL has demonstrably violated the usual business care. Insofar as YAPEAL has exercised due diligence, the YAPSTER shall bear this damage.

5. LEGITIMACY CHECK

YAPEAL is obliged to check the legitimacy of the YAPSTER and the authorized representatives with the care customary in the business. If this obligation is violated by YAPEAL, its employees or auxiliary persons, YAPEAL shall bear any resulting damage. If there is no breach of duty, the YAPSTER shall bear the damage incurred as a result of legitimation deficiencies.

6. POWER OF DISPOSITION/USER ACCESS

The authorization provisions disclosed to YAPEAL apply exclusively to YAPEAL and until revoked by YAPEAL, irrespective of any entries in the commercial register and publications to the contrary. The YAPSTER is obliged to inform YAPEAL immediately of any changes to the authorization provisions.

YAPEAL checks the authorization provisions made known to it with the care customary in the industry. YAPEAL is not required to carry out any further legitimation checks. In particular, YAPEAL considers any person who legitimizes himself to YAPEAL with a authorized end device (cell phone, etc.) linked to the YAPSTER account and security features as authorized to use YAPEAL services. He is considered authorized to issue legally binding instructions to YAPEAL. YAPEAL may accept instructions and allow the person to dispose of YAPSTER assets. YAPEAL takes appropriate measures to recognize and prevent fraud.

The YAPSTER must store its documents relating to the business relationship with YAPEAL carefully so that unauthorized persons cannot access the information contained therein. He shall keep electronic means of identification (including passwords and codes) secret, store them separately and follow any security recommendations from YAPEAL to prevent their misuse. If the YAPSTER issues instructions, it shall observe all precautionary measures that reduce the risk of fraud. If the YAPSTER detects irregularities, it shall notify YAPEAL immediately in the manner provided for this purpose (see Section 4. Notifications and Communication). If the YAPSTER has reason to fear that third parties may have knowledge of or control over his YAPEAL means of identification, he is obliged to change access features and methods (PIN for the YAPEAL front ends and, if applicable, for the registered end devices) or to block the YAPSTER account / the device concerned and to inform YAPEAL immediately via the channel provided for this purpose (see Section 4. Notifications and Communication).

The YAPSTER shall bear all risks arising from the disclosure or improper use of its identification features / means of identification.

The YAPSTER is responsible for the end devices linked to his YAPSTER account. He is obliged to minimize the security risks of unauthorized access to registered end devices by taking appropriate protective measures (see RAGB). The operating system must be kept up to date, i.e. the respective software updates and security corrections must be installed immediately and warnings must be heeded. In addition, the usual protective measures must be taken and updated (such as the use of an anti-virus program and the installation of a firewall). YAPEAL assumes no responsibility for the end devices used by the YAPSTER, the technical access to YAPEAL services and the software required for this.

The YAPSTER shall bear any damage resulting from a breach of these duties of care.

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), unlawful interference with the facilities of network and/or telecommunications operators (including overloading of these facilities), willful blocking of electronic access by third parties and unlawful interference with terminal equipment or software of the YAPSTER, its representatives or authorized agents.

YAPEAL may at any time take the measures it deems appropriate to verify legitimacy in dealings with the YAPSTER or persons authorized by the YAPSTER.

7. INCAPACITY TO ACT

The YAPSTER or a legal representative of the YAPSTER must immediately inform YAPEAL in writing of any inability to act. Otherwise, the YAPSTER shall bear any damage resulting from the lack of capacity to act on its part or on the part of third parties, unless YAPEAL should have demonstrably recognized this lack of capacity by exercising due diligence.

8. COMPLAINTS

Complaints by the YAPSTER with regard to the execution of orders or other communications must be made immediately after receipt of the relevant communication, but at the latest within 30 days.

If the YAPSTER expects documents or requested cards from YAPEAL but they do not arrive, the YAPSTER must notify YAPEAL immediately.

Complaints about transactions must be made within 30 days of the transaction, complaints about notifications / account statements issued by YAPEAL must be made within 30 days of the notification. The YAPSTER can view his account balances and transactions at any time in the YAPEAL front ends and check their accuracy.

The YAPSTER shall bear the loss arising from a late complaint.

The complaint must be made in the manner provided for in Section 4 (Notifications and Communication).

9. EXECUTION OF ORDERS

If the YAPSTER places orders that exceed its available credit balance, YAPEAL can determine at its own discretion to what extent individual orders will be executed.

If orders are executed incorrectly, not at all or late and if a loss is incurred as a result, YAPEAL is liable at most for the loss of interest.

If, in an individual case, YAPSTER threatens to incur additional damage, the YAPSTER must inform YAPEAL of this risk in advance, otherwise it will bear this damage.

10. COMPLIANCE WITH LEGAL AND REGULATORY PROVISIONS

The YAPSTER is responsible for compliance with the legal provisions and regulatory conditions (including tax laws and declaration and reporting obligations) applicable to it and other parties entitled to the business relationship or assets in each country. YAPEAL may request confirmed documentation of its compliance with legal regulations from the YAPSTER.

11. RIGHT OF LIEN AND SET-OFF

YAPEAL has a right of lien on all assets and account balances that YAPEAL keeps for the account of the YAPSTER at its own premises or elsewhere and, with regard to all claims of YAPEAL, a right of set-off for all its claims arising from the business relationship, irrespective of the due date or currency or whether these claims are specifically secured.

This lien and right of set-off shall also be valid in cases of indemnification or release claims by YAPEAL, especially if it is claimed by third parties (including liquidators, receivers, institutions, authorities, etc.) in connection with orders placed or assets held for the YAPSTER.

YAPEAL may, at its option, freely or compulsorily realise the pledge, while maintaining the right of lien, or pursue the YAPSTER for seizure or bankruptcy if the YAPSTER does not fulfil its contractual obligations or does not fulfil them on time. In case of realization, YAPEAL is authorized to enter into self-dealing.

Pflichten nicht oder nicht rechtzeitig erfüllt. Im Falle der Verwertung ist YAPEAL zum Selbsteintritt befugt.

12. CONDITIONS, TAXES AND DUTIES

The agreed or usual conditions (fees including credit fees, commissions, expenses) and taxes are credited or debited to the YAPSTER immediately, monthly, quarterly, semi-annually or annually at YAPEAL's discretion.

If YAPEAL incurs extraordinary costs and expenses due to the termination of one or more products or the entire business relationship with YAPEAL by the YAPSTER, these may be charged to the YAPSTER by YAPEAL by means of a special fee, including reimbursement of all expenses.

The current conditions are based on the information in the YAPEAL front ends, accessible lists and product information sheets, which YAPEAL communicates in accordance with Section 4 (Notifications and Communication) or individual agreements between the YAPSTER and YAPEAL.

YAPEAL may adjust the conditions at any time, e.g. due to changes in market conditions, costs or a reassessment of business risks. This is done by adjusting the information in the YAPEAL-Frontends and lists and product information sheets.

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

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

Cancellation or withdrawal periods according to special conditions or agreements remain reserved.

For YAPEAL services that are not included in the YAPEAL front ends, a list or a product information sheet, but which are provided on behalf of or presumably in the interest of YAPEAL, YAPEAL may charge a reasonable fee at its own discretion.

Taxes and duties which are levied on or by YAPEAL in connection with the YAPSTER's business relationship with YAPEAL or which YAPEAL must withhold due to legal or state treaty obligations (e.g. withholding tax), as well as the costs and expenses incurred by YAPEAL, shall be borne by the YAPSTER or may be transferred to it.

13. SALES COMPENSATIONS

YAPEAL may enter into collaboration agreements with product and service providers. On the basis of these agreements, YAPEAL may receive remuneration, (convenience) fees, commissions, (distribution) compensation and other benefits (hereinafter collectively referred to as "compensation"). Insofar as these compensations remunerate services that YAPEAL provides for third parties on the basis of independent contracts, i.e. they do not accrue to YAPEAL in fulfillment of contractual relationships with customers, only YAPEAL is entitled to such compensations.

If, on the other hand, YAPEAL receives compensation from a third party that is related to the YAPEAL services provided to the YAPSTER and to which the YAPSTER would in principle be entitled, the YAPSTER expressly declares its waiver of its claim for surrender and the forwarding of the compensation to the YAPSTER. Insofar as such compensation exists, detailed information will be communicated on the YAPEAL website. This includes, among other things, the basis, amount and further information on product-specific sales compensation and any resulting conflicts of interest.

This information in its current form constitutes an integral part of this GTC YAPSTER Relationship.

YAPEAL attempts to avoid conflicts of interest within the scope of its YAPEAL services. If this is not possible, YAPEAL shall ensure that the interests of the YAPSTER are protected by disclosing any conflict of interest.

14. FOREIGN CURRENCIES

The countervalues corresponding to the YAPSTER credit balances in foreign currency are invested in the name of YAPEAL, but for the account and at the risk of the YAPSTER, with the supplier at YAPEAL's option.

The YAPSTER shall bear any risk for these total values in proportion to its invested credit balances, especially from legal or official restrictions and taxes/charges in all participating countries.

Amounts in foreign currency will be credited or debited in Swiss Francs (CHF) unless the YAPSTER has an account in the foreign currency concerned.

If the YAPSTER does not have an account in the respective foreign currency or if the balance of such account is too low, the amount will be debited or credited to the standard YAPSTER-Account in Swiss Francs.

If the debit or credit involves a conversion into or from the account currency, the current buying or selling rate of foreign exchange on the day the corresponding transfer is processed will be used as a basis. Any exchange rate risks (exchange rate gains or losses, e.g. in the case of a retransfer) are borne by the YAPSTER.

15. EQUIVALENCE OF SATURDAYS WITH PUBLIC

In business transactions with YAPEAL, Saturdays are equivalent to an officially recognised public holiday.

16. DATA PROTECTION AND BANK CLIENT CONFIDENTIALITY

Data relating to YAPEAL's business relationship with the YAPSTERS (hereinafter referred to as "customer data") is subject to Swiss bank-client confidentiality and data protection law. YAPEAL's statutory or regulatory obligations to provide information or report remain reserved. The YAPSTER hereby explicitly releases YAPEAL, its bodies, employees and agents from these obligations to maintain bank client confidentiality and data protection and consents to the following processing of its data:

- to fulfill YAPEAL's obligations and in connection with transactions and other YAPEAL services that YAPEAL may provide for the customer with the involvement of third parties (including outsourcing) (such as registration, address verification, physical or digital mailing including any letter printing by third parties, creation and verification of digital signatures, processing of payment transactions and other YAPEAL services), in particular if these have a foreign connection. In connection with transactions with a foreign connection, YAPEAL is both entitled and obliged to disclose information to foreign third parties involved in these transactions and services.
- to comply with legal or regulatory requirements or for compliance reasons (e.g. the Bank's reporting obligations, management of market risks, operational risks including IT risks and general crime prevention, including the avoidance of money laundering risks and reputational risks). Such legal or regulatory requirements or compliance reasons may arise from Swiss or foreign law applicable to the client relationship.

In addition, the YAPSTER agrees to the disclosure of YAPSTER data in the event of statutory or regulatory disclosure or reporting obligations or if there are other legal justifications, such as the protection of YAPEAL's legitimate interests or in the context of outsourcing. This may be, for example:

- in the event of threatened or initiated proceedings by YAPSTER or other parties involved in the business relationship or assets in Germany or abroad against YAPEAL (also as a third party);
- to secure or enforce claims or other rights in Germany or abroad against the YAPSTER and to realize collateral (pledges) provided for the YAPSTER;
- in the event of accusations by the YAPSTER and other parties involved in the business relationship or assets against YAPEAL in public, to the media or to authorities.

The YAPSTER waives bank client confidentiality insofar as data is transmitted via the Internet. This is open and accessible to everyone. Data content is encrypted in packets, but the recipient and sender can be identified. This makes it possible for a third party (e.g. the YAPSTER's Internet provider) who obtains this information to draw conclusions about a banking relationship.

Furthermore, the YAPSTER waives bank client confidentiality if its data is stored and processed both in Switzerland and abroad as part of the outsourcing of business areas or services / YAPEAL services.

The principles governing the processing and use of personal data by YAPEAL can be found in YAPEAL's privacy policy (www.yapeal.ch/en/private/data-privacy).

17. RESTRICTIONS OF YAPEAL SERVICES, LIQUIDATION

In order to comply with legal or contractual provisions, to exercise due business care or to ensure proper business conduct, YAPEAL may at any time restrict or completely discontinue YAPEAL services to the YAPSTER and terminate the relationship, irrespective of supplementary regulations on individual YAPEAL services not affected (e.g. if the YAPSTER moves its domicile abroad, does not or insufficiently fulfill its information obligations, or if it makes false statements to YAPEAL).

YAPEAL may, for example, block the account relationship, restrict the execution of orders of any kind and generally refuse to accept assets or credits.

In the event of termination or if deposited assets can no longer be held by YAPEAL for legal, product-specific or other reasons, the YAPSTER must inform YAPEAL upon request in the manner specified by YAPEAL where these assets are to be transferred.

If, after a reasonable grace period set by YAPEAL (see also Section 20. Contactlessness), the YAPSTER does not inform YAPEAL where the assets and credit balances deposited by the YAPSTER with YAPEAL are to be transferred due to the termination of the business relationship or restriction of YAPEAL services, YAPEAL may deliver the assets without further notice or liquidate them.

YAPEAL may also deposit any proceeds and any remaining credit balances of the YAPSTER with discharging effect at the place designated by the judge or send them in the form of a check to the last known delivery address of the YAPSTER. The YAPSTER's claims shall thereby be deemed satisfied.

18. OUTSOURCING OF BUSINESS AREAS OR YAPEAL SERVICES

YAPEAL may have individual YAPEAL services provided in whole or in part by third parties in Switzerland and abroad. This may primarily concern YAPEAL services in connection with information technology, legal advice, accounting, payment transactions, monitoring and internal control, risk management, data management and storage.

In the context of outsourcing or joint processing, data may have to be transferred to external third parties, who in turn may commission other service providers. The service providers involved are all bound by corresponding confidentiality and data protection provisions (see also section 16. Data Protection and Bank Client Confidentiality).

19. YAPSTER PROFILING AND MARKETING

The YAPSTER agrees that YAPEAL may systematically store and process YAPSTER data and data from third party sources for its own profiling purposes. These profiles will be used primarily for YAPEAL's product information and risk management purposes and may also be used for market research and customized marketing and for product optimization of YAPEAL Services to YAPSTER's needs. YAPEAL may also transfer this data to third parties for analysis in an anonymous form. This applies to all data entered by the YAPSTER during registration, to its use of the YAPEAL-Apps and to data generated in connection with its orders.

20. CONTACTLESSNESS

YAPEAL is obliged to report business relationships that have become contactless to a central reporting office once a certain account volume has been reached.

The YAPSTER therefore undertakes to take the necessary precautions to prevent all existing business relationships between him and YAPEAL from becoming contactless. The YAPSTER agrees to notify YAPEAL of any change of address or name (e.g. due to marriage) or company name within 14 days in accordance with Section 4 Notifications and communication.

Costs incurred by YAPEAL due to lack of contact or communication may be charged by YAPEAL to the YAPSTER by means of a special fee, including reimbursement of all expenses. The conditions and other charges as stated in the YAPEAL front ends, lists and product information sheets remain valid even in the event of contactlessness.

The Swiss Bankers Association has issued a binding Narilo guideline on contactlessness, which takes precedence over the GTC YAPSTER Relationship as a special agreement in the event of a conflict (www.swissbanking.ch).

21. APPLICATION AND CHANGES OF THE TERMS AND CONDITIONS

YAPEAL may unilaterally amend these GTC YAPSTER Relationship and the other contracts with the YAPSTER at any time. The changes will be announced to the YAPSTER in an appropriate manner (if necessary by publication on the Internet or web front-ends or apps) and shall be deemed approved without objection in accordance with Section 4 within 14 days of notification, but in any case with the next use of a YAPEAL service. In the event of an objection, the YAPSTER may no longer use the YAPEAL services concerned.

22. TERMINATION OF THE BUSINESS RELATIONSHIP

The YAPSTER and YAPEAL may terminate business relationships at any time with immediate effect or at a later date, and/or YAPEAL may block access to YAPEAL services at any time.

A reclaim of already paid fees by the YAPSTER is not permitted.

YAPEAL will then close the affected user accounts (YAPSTER-Accounts). Data that has not been saved may be lost upon termination.

YAPEAL may also demand immediate payment of credit balances at any time, unless they are subject to special agreements or termination provisions applicable to specific products.

The legal relationships established by this contract shall not expire in the event of the death, incapacity to act or bankruptcy of YAPEAL.

23. LIMITATION OF LIABILITY/CUSTOMARY CARE

YAPEAL excludes its liability to the extent permitted by law: YAPEAL's liability for its own conduct and for the conduct of its employees and auxiliary persons or vicarious agents is limited to intent or gross negligence. Any further liability is excluded.

In case of gross negligence, liability is limited to the amount of typical and foreseeable damage. The YAPSTER is not entitled to claim damages for a defect existing at the time of the conclusion of the contract or occurring later due to an event beyond YAPEAL's control.

24. YAPEAL'S INDEMNIFICATION AND YAPSTER'S

If the YAPSTER uses YAPEAL Services and infringes the rights of third parties in the process, the YAPSTER must pay the claims - including any claims for damages - that these third parties may make against YAPEAL.

The YAPSTER is liable for any costs, including litigation costs, incurred by YAPEAL due to an infringement of third party rights by the YAPSTER. All other rights and claims for damages by YAPEAL remain unaffected.

25. INTELLECTUAL PROPERTY

All intellectual property rights remain with YAPEAL or authorised third parties.

For the duration of the contract, the YAPSTER receives a non-transferable, non-exclusive right to use the YAPEAL-Apps and the YAPEAL Services. The content and scope are defined in the contracts between the YAPSTER and YAPEAL.

26. USE OF THE YAPEAL-FRONTENDS ABROAD

The YAPSTER acknowledges that the use of YAPEAL-Frontends abroad may violate provisions of foreign law. YAPEAL accepts no liability in such cases. In addition, the YAPSTER acknowledges that there may be import and export restrictions for encryption algorithms abroad, which the YAPSTER may violate by using the YAPEAL-Frontends. The use of YAPEAL-Frontends abroad may incur roaming charges, which the YAPSTER must bear in full.

27. PARTIAL NULLITY

If any section of these YAPSTER Relationship GTC or of any further agreement between YAPEAL and the YAPSTER should be unlawful or unenforceable, all further sections and elements of the agreement shall remain in full force and effect.

28. APPLICABLE LAW AND JURISDICTION

All contractual relations between the YAPSTER and YAPEAL are governed exclusively by Swiss law, excluding the conflict of laws provisions.

Place of performance, place of debt collection for YAPSTER with foreign domicile/registered office and exclusive place of jurisdiction for all disputes is Zurich (Switzerland). YAPEAL shall have the right to bring an action against the YAPSTER before the competent court of its domicile/registered office or before any other competent court, whereby Swiss law shall remain exclusively applicable.

The mandatory jurisdiction provisions of Swiss law shall remain reserved.

GTC REGISTRATION

1. SCOPE OF APPLICATION AND CONTRACTING PARTY

These Registration Terms and Conditions ("RAGB") govern the use of frontends ("YAPEAL Frontends") of YAPEAL AG with registered office at Max-Högger-Strasse 6, 8048 Zurich, Switzerland (hereinafter "YAPEAL") by the user (hereinafter "User") with regard to the registration for and use of YAPEAL services (hereinafter "YAPEAL Services"). The term "User" includes all "YAPSTERS" and those who wish to become YAPSTERS (YAPSTERS are contractual partners of YAPEAL, i.e. legal or natural persons or partnerships or companies in formation) and all persons who use YAPEAL front ends and YAPEAL services without being contractual partners themselves (e.g. authorized / authorized representatives, customers or potential customers - natural or legal persons - of third-party companies to whom YAPEAL services are offered). persons - of third-party companies to whom YAPEAL offers identification services). The YAPEAL services relate to all content, functions and services that the user uses during registration with YAPEAL and within the front ends in future use. The registration and use of YAPEAL services takes place via "YAPEAL frontends". These include the YAPEAL Verify app, the YAPEAL app, YAPEAL web frontends or portals approved by YAPEAL (e.g. web frontends or apps hosted by third parties). These provisions are valid for every user of the YAPEAL frontends and everyone who registers with YAPEAL. Special written agreements between the YAPSTER and YAPEAL take precedence. In addition, the General Terms and Conditions YAPSTER Relationship ("GTC YAPSTER Relationship") apply between YAPEAL and the YAPSTER. For the user, the GTC YAPSTER Relationship shall apply mutatis mutandis.

2. SUBJECT MATTER OF THE CONTRACT/SERVICE

These provisions govern the use of the YAPEAL front ends for identification and registration with YAPEAL as well as for secure authentication each time you access your YAPEAL YAPSTER account.

3. REGISTRATION / YAPSTER ACCOUNT OPENING

The YAPEAL YAPSTER account and the user account of the user are permanently linked to one or more end devices (cell phone, etc.) of the YAPSTER or its authorized representatives. The end device used for registration is automatically linked to the user account and the YAPSTER account. Additional devices can be added after initial registration.

YAPEAL is required by law to comply with due diligence obligations in identifying the contractual partner and determining the beneficial ownership of the assets and the controlling owner, among other things. In order to register and open a YAPSTER account, it is therefore necessary for the YAPSTER or, in the case of legal entities, the person opening the account to provide YAPEAL with personal data, e.g. the photograph of an identification document and associated data such as surname, first name(s), date of birth or a video recording (hereinafter all together referred to as "registration data").

YAPEAL collects, processes and uses personal data or registration data of the user in accordance with the applicable data protection regulations in accordance with the YAPEAL Privacy Policy. YAPEAL may use third-party services for parts or all of the registration process. In this case, YAPEAL will inform the YAPSTER of this in an appropriate form.

The user therefore agrees that the registration data collected during the registration process may be stored and processed by YAPEAL and any third-party providers involved in the identification of the contracting party, the necessary determination of beneficial ownership or the controlling party and corresponding verifications.

The user therefore acknowledges and agrees that the registration data transmitted to YAPEAL will continue to be stored after the registration process for legal and operational reasons (e.g. for subsequent login authentications), even if no user account or YAPSTER account is opened or the contractual relationship is terminated at a later date.

4. LEGITIMACY CHECK

During registration, the user is legitimized on the basis of the data entered and the data of his identification document.

By accepting the RAGB, the user confirms the authenticity of the photographed documents and his entries. The user is aware that YAPEAL must report any intentional infringement to the authorities, which may lead to criminal prosecution (Art. 251 of the Swiss Criminal Code, forgery of documents).

Users can choose between PIN entry (personal identification number) and biometric approvals (such as fingerprint, facial recognition) for authentication to use the YAPEAL frontends and to approve payments and other orders that change the monetary value.

5. DUTIES OF CARE AND LIABILITY OF THE USER

The user undertakes to keep the PIN that he sets during registration secret and to keep written notes inaccessible to other persons. This PIN should not be the same as the PIN for the activation of one of his end devices on which he has installed or uses the YAPEAL front ends.

For security reasons, YAPEAL advises users to secure their end devices on which they have installed or use the YAPEAL front-ends by PIN request and/or facial recognition or fingerprint.

The user is responsible for their end device (cell phone, etc.). He is obliged to minimize the security risks of unauthorized access to his end device by taking appropriate protective measures. The user may only install front ends on end devices that are assigned to him for operational purposes, for which he is registered or - in the case of a mobile end device - whose SIM card is in his name. The operating system must be kept up to date, i.e. the respective software updates and security corrections must be installed immediately and warnings must be heeded. In addition, the usual protective measures must be taken and updated (such as use of an anti-virus program, installation of a firewall). YAPEAL assumes no responsibility for the user's end device, the technical access to YAPEAL services and the software required for this.

Modifications to the operating system and the use of software from untrustworthy sources are further security risks and should be avoided.

Any person who legitimates himself to YAPEAL with the end devices and security features authorized by the user is considered by YAPEAL to be authorized to use YAPEAL services. He is considered authorized to issue legally binding instructions to YAPEAL. YAPEAL may accept instructions and allow the user to dispose of YAPSTER assets.

If the user has reason to fear that third parties know or have access to his YAPEAL front-ends means of identification, he is obliged to **immediately change access features and methods (PIN for the YAPEAL front-ends and, if applicable, for the registered end devices) or to block the affected end device and inform**

YAPEAL immediately (via in-app message/in-app features, e-mail to support@yapeal.ch or telephone (in emergencies) no. +41 (0)44 435 38 18; for YAPSTERS see GTC YAPSTER relationship).

If the user is unable to change the PIN or block the end device (e.g. due to the loss of the only registered end device), **the user must inform YAPEAL immediately so that** access can be blocked until the user has registered a new end device and set a new PIN (contact details, see above).

The user is responsible for all risks and liable for damages caused by misuse of his means of identification, authentication features and methods. This does not apply to damages that can be proven to have been caused by gross negligence on the part of YAPEAL.

6. TERM AND TERMINATION OF USE

YAPEAL may terminate the registration process without giving reasons.

YAPEAL may also terminate the contractual relationship with the YAPSTER without giving reasons and/or block access to the user account and/or the YAPEAL account.

If a user has deleted the YAPEAL frontends required for authentication on all registered end devices, they will no longer be able to authenticate themselves. They will no longer be able to log in to their user account or YAPSTER account until another end device is registered for the YAPSTER account.

If a YAPSTER uses an active, paid YAPEAL service, the YAPSTER remains liable to pay even if no user can log in to the user account or YAPSTER account.

7. ANNOUNCEMENTS AND COMMUNICATION

The user accepts that YAPEAL generally sends notifications as part of registration and authentication for user account/YAPSTER account calls via push messages and messages in the YAPEAL front ends (in-app notification). In exceptional cases, notifications may also be sent by post, telephone, electronic channels (e.g. e-mail, SMS, mobile applications, push notifications and other electronic communication channels) and via other transmission and transport methods to the contact details used or explicitly specified by the user to YAPEAL. The channels provided for in the YAPSTER Relationship GTC apply.

8. LIMITATIONS OF LIABILITY / DUE DILIGENCE

YAPEAL excludes its liability to the extent permitted by law: YAPEAL's liability for its own conduct and for the conduct of its employees and auxiliary persons or vicarious agents is limited to intent or gross negligence. Any further liability is excluded.

In the event of gross negligence, liability is limited to the amount of typical and foreseeable damage. The user has no claim for damages due to a defect existing at the time of conclusion of the contract or occurring later due to an event beyond the control of YAPEAL.

GTC YAPEAL DEBIT CARD

1. SCOPE OF APPLICATION

These terms and conditions (hereinafter "GTC YAPEAL Debit Card") apply to YAPSTERS or to the holder of one or more YAPEAL Visa Debit Card(s) (Cardholder) and govern the use and administration of the respective physical and digital YAPEAL Visa Debit Card (hereinafter "YAPEAL Debit Card", "Debit Card" or "Card") as well as the associated services (hereinafter "YAPEAL Services") including "Mobile Payment". The YAPEAL Services are registered and used via "YAPEAL front-ends". These include the YAPEAL Verify app, the YAPEAL app, YAPEAL web frontends or portals approved by YAPEAL (e.g. web frontends or apps hosted by third parties) or interfaces provided by YAPEAL.

The term "YAPSTER" includes contractual partners of YAPEAL, i.e. legal or natural persons or partnerships or companies in formation. In addition to the YAPSTER, the term "cardholder" may also include persons in whose name the debit card is issued, such as an authorized representative or a person authorized to dispose of the YAPSTER's assets.

Special written agreements between the YAPSTER and YAPEAL take precedence. In addition, the General Terms and Conditions YAPSTER Relationship (GTC YAPSTER Relationship) between YAPEAL and its customers and the General Terms and Conditions YAPSTER Account (GTC YAPSTER Account) apply.

2. POSSIBLE USES OF THE YAPEAL DEBIT CARD

The YAPEAL debit card can be used for "YAPEAL services", in particular for the payment of goods and services in Switzerland and abroad at points of sale with a physical card or mobile payment (see section 4.1 below), as well as on the Internet and for cash withdrawals in Switzerland and abroad.

The respective provider of goods and services (hereinafter referred to as the "Provider") makes the final decision on whether to accept the YAPEAL debit card as a means of payment.

3. YAPSTER-ACCOUNT-RELATIONSHIP

The YAPEAL debit card is always linked to one or more YAPSTER account(s) of the YAPSTER. The YAPSTER is responsible for all cards issued to his account. It is not possible to obtain and use a card without a YAPSTER account. The business debit card may only be issued to authorized YAPSTER employees; the cardholder is responsible for its correct use. The YAPSTER Account GTC also apply.

The YAPEAL debit card is managed via a card management function. This is integrated into the YAPEAL frontends, which are linked to one or more YAPSTER accounts.

If parts of the administration of the debit card and access to functionalities are carried out via a portal of a third party approved by YAPEAL (e.g. a cooperation partner of YAPEAL who offers access to card administration services via its portal), the YAPSTER expressly agrees to a corresponding data exchange (display of YAPSTER account data of the central database of YAPEAL in the portal). The YAPSTER is aware that in this case YAPEAL only provides the interface (API) to the portal of the third party and that the use of the portal is the sole responsibility of the YAPSTER.

4. USE OF THE YAPEAL DEBIT CARD

4.1. Payments with YAPEAL debit card

The YAPEAL debit card can be used at any time to withdraw cash in Switzerland and abroad and to pay for goods and services worldwide and on the Internet if the provider accepts this payment method.

Payments are possible up to the specified limits and in most cases must be authorized by PIN or code, facial recognition or fingerprint. Exceptions to this are small amounts (not at the discretion of YAPEAL) made by contactless payment.

The cardholder can request an order slip (receipt) when withdrawing cash from most ATMs or when paying for goods and services from the provider. YAPEAL itself does not send order receipts or debit notes in paper form.

The use of the YAPEAL debit card by a cardholder authorized to dispose of the YAPSTER's assets shall be deemed to have been authorized by the YAPSTER. The YAPSTER has the right to provide evidence to the contrary.

4.2. Additional provisions for mobile payment

The digital YAPEAL debit card can be used for selected mobile payment solutions (mobile payment) via compatible end devices (cell phones, etc.), which are described in the current list and product information sheets on the YAPEAL website www.yapeal.ch. These allow authorized debit cards to be used via the apps of device manufacturers or third-party providers for contactless payment as well as for payment in online stores and in apps of providers. YAPEAL is free to decide which mobile payment solutions and which debit cards are supported. Which end devices are supported depends on the respective solution provider. The YAPSTER itself is responsible for ensuring that compatible end devices are available that support the use of mobile payment.

The activation of a debit card for mobile payment requires that the terms of use of the respective provider and its data protection provisions are accepted. If a cardholder authorized to dispose of the YAPSTER's assets accepts the aforementioned provisions, the YAPSTER shall have this acceptance credited to it.

The cardholder's actions shall be deemed to have been carried out by the YAPSTER and shall be fully credited to the cardholder as his own actions. The use of the YAPEAL debit card via mobile end devices of the YAPSTER or via mobile end devices of the cardholder authorized to dispose of the YAPSTER's assets corresponds to a normal card transaction and is deemed to have been authorized by the YAPSTER. The YAPSTER has the right to provide evidence to the contrary.

5. CARD RENEWAL

The YAPEAL debit card is valid for 3 years from the date of issue. The expiration date can be seen in the YAPEAL frontends.

The YAPSTER must initiate the renewal in the YAPEAL frontends before the card expires and will then receive a new card. Irrespective of this, the previous card remains valid until it expires.

6. BLOCKING AND TERMINATION

Both YAPEAL and the YAPSTER can block or cancel a YAPEAL debit card at any time without giving reasons (see also Section 8 Duties of care).

In the event of termination, affected YAPEAL debit cards must be destroyed or returned to YAPEAL immediately so that no further orders can be executed. YAPEAL is entitled to debit the YAPSTER account for the use of a debit card before the blocking or termination takes effect within the customary period. Even after termination, YAPEAL may debit the YAPSTER account of the YAPSTER customer for all amounts that have become due from the use of a card prior to termination. In exceptional cases, a YAPEAL debit card may be accepted for payment even when blocked if the provider does not request digital authorization or if there is a technical fault.

YAPSTER is not permitted to reclaim fees that have already been paid.

7. WITHDRAWAL OF POWER OF ATTORNEY

If the YAPSTER/account holder withdraws a cardholder's authorization to use the account, it must demand the surrender of the cardholder's physical cards and block the cardholder's digital cards. If he fails to do so, YAPEAL must be informed immediately so that the account or card can be blocked. Until YAPEAL receives the corresponding notification, the risks arising from misuse of the card lie with the YAPSTER.

8. CONDITIONS AND LIMITS

8.1. Terms and conditions

YAPEAL may charge fees for issuing the card, for authorization (for making the card ready for use), for processing orders made with the debit card and for blocking the card.

Furthermore, YAPEAL may pass on to the YAPSTER fees that it has to pay to third parties for services (e.g. cash withdrawals at ATMs). The currently valid conditions can be viewed on the YAPEAL website <https://yapeal.ch/en/private/products/subscriptions>. YAPEAL can change these conditions at any time and will inform the YAPSTER of this in an appropriate manner. If the YAPSTER has not lodged an objection within 14 days of the new conditions coming into force, the changes shall be deemed to have been approved.

The fees will be charged to the YAPSTER account.

Orders in currencies other than the account currency are converted into the corresponding YAPSTER account currency.

8.2. Limits and restrictions on use

The use of the YAPEAL debit card is limited to the amount of credit on the associated account. In addition, YAPEAL may set limits and usage restrictions depending on the product or the YAPSTER when the card is ordered. Within the scope of the available functionality, the YAPSTER or persons authorized by the YAPSTER can set and change these themselves. The YAPSTER assumes full responsibility for the limits and restrictions set.

YAPEAL may charge all amounts due from the use of a card to the YAPSTER account of the YAPSTER, even if these are charged outside the defined limits and usage restrictions. YAPEAL accepts no liability for the effectiveness of the rules set. In exceptional cases, debits may be made contrary to the defined rules, for example if the provider does not request digital authorization or if transaction details relevant to the rules are not transmitted correctly.

9. DUTIES OF CARE

The YAPEAL debit card and notes on associated security-relevant data (e.g. PIN) must be stored separately and protected from unauthorized access.

When ordering the YAPEAL debit card, a PIN must be defined for the card which is only known to the cardholder. This PIN should have no reference to the cardholder (e.g. telephone numbers, date of birth).

The personal means of identification (e.g. PIN) must be kept secret. The cardholder may not disclose them to any other person or make them accessible to others in any form.

Likewise, the cardholder may not disclose the YAPEAL debit card or debit card-related data, in particular the card number and check digit, to other persons. two-step authentication is required by merchants for certain Internet transactions. In this case, transactions must be confirmed during the payment process using an SMS code (one-time password) or via the YAPEAL frontends. The YAPSTER or the cardholder is obliged to check the transactions to be confirmed for correctness. Unknown or incorrect transactions may not be confirmed and SMS codes for two-step authentication may not be passed on to third parties.

If the YAPEAL debit card is lost or stolen, or if the YAPSTER or the cardholder notices irregularities, the card must be blocked immediately via the YAPEAL front ends. If the YAPSTER or the cardholder does not have access to the YAPEAL front ends, he/she must inform YAPEAL immediately via the channel provided for this purpose (see YAPSTER Relationship GTC).

The YAPSTER undertakes to check the transactions via the debit card orders on a monthly basis and to report discrepancies to YAPEAL via the support functionality provided for this purpose in the YAPEAL front ends. This applies in particular to orders that have been misused. If no claim is reported within 30 days, orders/transactions are deemed to be in order.

In the event of criminal acts, e.g. misuse of a YAPEAL debit card, the cardholder or YAPSTER is obliged to report this to the police and help to clarify and minimize the resulting damage.

9.1. Additional due diligence obligations when using mobile payment

The YAPEAL debit card may only be activated on mobile devices whose SIM card is in the name of the cardholder or the YAPSTER.

The activation of a debit card for mobile payment may require a two-step authentication via SMS code (one-time password) or via the YAPEAL frontends. The YAPSTER or the cardholder is obliged to check the correctness of the activation to be confirmed. Unknown activations or activations not carried out by the cardholder may not be confirmed and SMS codes for two-step authentication may not be passed on to third parties.

The cardholder must act in good faith and store the debit cards and end devices activated for mobile payment with due care. Under no circumstances may the cardholder allow another person to use them. This includes protecting the end devices securely against access by third parties (depending on the device: secure PIN, biometric login, etc.). **The YAPSTER bears the full risk and all consequences in connection with the use of mobile payment by unauthorized persons or for unauthorized purposes.**

If the cardholder notices or suspects that the end device or the digital debit card has come into the possession or under the control of an unauthorized person (in particular in the event of loss or theft) or that unauthorized transactions have been made using it, he/she is obliged to immediately change access features and methods and/or to have the mobile payment function blocked immediately via the respective provider and to inform YAPEAL via the channel provided for this purpose (see YAPSTER Relationship GTC). Until YAPEAL actually receives this notification, the YAPSTER shall continue to be liable to the extent permitted by law for any use of the debit card by unauthorized persons or for unauthorized purposes.

YAPEAL is not liable for loss or damage caused by viruses to the data, programs, compatible end devices or other devices of the YAPSTER or end devices authorized by the YAPSTER as a result of the installation, commissioning and/or use of the debit card, the YAPEAL services or the mobile payment function.

10. ACCOUNT BOOKING AND DEBIT RIGHT BY YAPEAL

Any use of the YAPEAL debit card, in particular the withdrawal of cash and any payment for goods and services with the YAPEAL debit card, is 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 the YAPEAL debit card to the YAPSTER account of the YAPSTER. This right also applies in the event of disputes between the YAPSTER and third parties.

The YAPSTER is generally liable for any misuse that occurs with physical and digital YAPEAL debit cards that are linked to its YAPSTER accounts.

11. ASSUMPTION OF LOSS IN CASE OF NO-FAULT

If the YAPSTER and the cardholder fully comply with their duty of care and are not otherwise at fault for the misuse of the YAPEAL debit card by third parties, YAPEAL will assume the direct losses incurred.

This does not include any consequential damage and damage covered by insurance. Damage caused by partners or persons living in the same household as the YAPSTER or the cardholder or who are in a direct relationship with the cardholder is not covered.

By accepting the compensation, the YAPSTER assigns the claim arising from the claim to YAPEAL.

12. DISCLAIMER

If the YAPEAL debit card cannot be used due to operational failures or technical faults, the YAPSTER cannot assert any claims for compensation.

YAPEAL excludes its liability to the extent permitted by law: Liability for its own conduct and for the conduct of its employees and auxiliary persons or vicarious agents is limited to intent or gross negligence.

In the event of gross negligence, liability is limited to the amount of typical and foreseeable damage. The YAPSTER has no claim for damages due to a defect existing at the time of conclusion of the contract or occurring later due to an event beyond the control of YAPEAL.

The YAPSTER must accept all actions of authorized persons (cardholders or persons authorized for card administration) as its own actions. The use and administration of the YAPEAL debit card by persons authorized by the YAPSTER (e.g. card administrators, cardholders) are deemed to be authorized by the YAPSTER. YAPEAL's liability is excluded to the extent permitted by law.

AGB YAPSTER ACCOUNT

1. SCOPE OF APPLICATION

These terms and conditions (hereinafter "**GTC YAPSTER Account**") govern the use and management of the YAPEAL current account (hereinafter "**YAPSTER Account**") with the assets contained therein, their storage and booking as well as the associated services (hereinafter "**YAPEAL Services**"). The conditions apply mutatis mutandis to capital contribution accounts of legal entities.

Special written agreements between the YAPSTER and YAPEAL take precedence. In addition, the General Terms and Conditions YAPSTER Relationship (**GTC YAPSTER Relationship**) apply between YAPEAL and its customers (hereinafter "**YAPSTER**"). The term "**YAPSTER**" includes contractual partners of YAPEAL, i.e. legal or natural persons or partnerships or companies in formation

2. PERSONAL IBAN NUMBER

A personal IBAN number (International Bank Account Number) is assigned to the YAPSTER account. The YAPSTER must specify this number when opening the YAPSTER account in "YAPEAL front ends" (YAPEAL app, YAPEAL web front ends or portals approved by YAPEAL). This number can contain a combination of letters and numbers that can be personalized by YAPSTER.

YAPEAL assumes no liability for damages, consequential damages and other disadvantages resulting from the determination or use of this IBAN number (e.g. through disclosure of the YAPSTER name, provocative or criminal expressions, etc.). YAPEAL reserves the right to reject or change the IBAN number chosen by the YAPSTER at any time without giving reasons.

3. ASSETS

The YAPSTER assets booked in the YAPSTER account are held separately from YAPEAL's own assets and accounts at the Swiss National Bank (SNB). YAPEAL is prohibited from conducting asset or maturity transformation transactions with the assets of YAPSTER.

The YAPSTER account and the YAPSTER assets held therein are only accessible via the YAPEAL front-ends authorized by YAPEAL.

Only currencies (funds) can be held as assets in the YAPSTER account. These can be held in Swiss francs (CHF) and/or other currencies supported by YAPEAL in accordance with the separate list.

YAPEAL may refuse to accept assets without giving reasons or transfer certain assets to another account or bank account of the YAPSTER. This may be necessary for regulatory or legal reasons, among others.

4. REPORTING AND NOTIFICATION OBLIGATIONS

The YAPSTER must disclose (communicate) assets and legally significant changes to the authorities or market participants for whom this information is relevant in accordance with applicable law.

YAPEAL does not have to inform the YAPSTER of these obligations.

The YAPSTER declares all taxable values in all states and to all organizations/authorities for which a tax liability exists.

YAPEAL cannot be held liable for any omission by the YAPSTER.

5. EXECUTION OF ORDERS AND INSTRUCTIONS

The YAPSTER acknowledges that the processing of its orders and instructions may not take place immediately after entry or around the clock. This may depend, among other things, on the trading days/trading hours of the relevant SIC payment system or the public holiday regulations and the working hours/processing times of the processing center concerned.

The YAPSTER further acknowledges that orders are only triggered if he/she carries out any order confirmation required by YAPEAL for security reasons and this is received by YAPEAL and can be processed accordingly.

YAPEAL assumes no liability for orders and/or instructions that are not executed on time and for damages (in particular due to price losses), provided that YAPEAL has exercised due diligence.

6. NOTICES AND DOCUMENTS

Notifications and receipts in connection with the YAPSTER account of the YAPSTER (in particular account statements/transactions, order confirmations) are made available to the YAPSTER electronically in his YAPSTER account and in some cases transmitted as push messages in the YAPEAL app. There is no postal delivery of documents.

Communication with the YAPSTER on the part of YAPEAL takes place in accordance with the GTC YAPSTER Relationship.

The notifications and documents transmitted in this way shall be deemed to have been delivered to the YAPSTER at the time at which they can be accessed by the YAPSTER in the YAPSTER account of its YAPEAL frontends. Any deadlines associated with these notifications and documents shall begin to run from this point in time.

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.

Complaints must be made in accordance with the GTC YAPSTER Relationship.

7. CONDITIONS AND LIMITS

The currently valid conditions can be viewed in the current lists and product information sheets on the YAPEAL website www.yapeal.ch. YAPEAL may change these conditions at any time and will notify the YAPSTER of this in an appropriate manner.

The YAPSTER then has an extraordinary right of termination as of the date on which the new conditions come into force. If the YAPSTER has not lodged an objection within 14 days of the new conditions coming into force, the changes shall be deemed to have been approved - but in any case with the next use of a YAPEAL service. In the event of an objection, the YAPSTER may no longer use the affected YAPEAL services.

Limits for the YAPSTER account are also noted in the corresponding lists and product information sheets on the YAPEAL website. A negative balance on the YAPSTER account (e.g. insufficient balance when debiting fees) is not permitted and must be covered by YAPSTER immediately.

If YAPEAL has to provide services for the YAPSTER that are not included in a list or product sheet, but are carried out on behalf of the YAPSTER, its presumed interest or in relation to the business relationship with the YAPSTER (e.g. procedural and legal costs in connection with the YAPSTER, regulatory investigations, commissions and expenses of third parties, negative interest), YAPEAL may demand reasonable compensation from the YAPSTER.

8. DUTY OF CARE AND EXCLUSION OF LIABILITY

YAPEAL recognizes and manages assets with the care customary in the business.

YAPEAL is not responsible for the timeliness, accuracy and/or completeness of transaction data enrichments in the YAPEAL front-ends that are used by third parties to inform the YAPSTER (e.g. foreign exchange rate, images of companies in the order overview).

This does not apply to data that YAPEAL provides in connection with orders or other value-changing actions by YAPEAL.

The communication of data via the YAPSTER account 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), transmission errors, technical defects, malfunctions, interruptions and delays (especially in processing), unlawful interference with the facilities of network and/or telecommunications operators (including overloading of these facilities), willful blocking of electronic access by third parties and unlawful interference with end devices or software used by YAPSTER.**

Should YAPEAL identify security risks in and in the use of the YAPEAL app and the YAPSTER account, YAPEAL may partially or completely interrupt its YAPEAL services to protect the YAPSTER until the risks have been eliminated. YAPEAL accepts no liability for any damages (including consequential damages) resulting from 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.