

Special Provisions eBill

1. SCOPE OF APPLICATION

These Special Provisions eBill (hereinafter "YeGB") govern the legal relationship between the Customer (hereinafter "Customer") and YAPEAL for the use of YAPEAL Services regarding eBill (hereinafter: "YeBill"). "Customers" of YAPEAL are legal or natural persons or partnerships or companies in formation as well as public corporations and institutions.

Special written agreements between the Customer and YAPEAL shall take precedence. In all other respects, the YAPEAL GTC apply.

YAPEAL Services are used via YAPEAL Frontends. "YAPEAL Frontends" refer to the user-visible interfaces (digital interfaces) of the YAPEAL Apps, YAPEAL Web Frontends or third-party portals approved by YAPEAL (access to YAPEAL Services via an API interface), via which Users can access the specific products and YAPEAL Services.

eBill is a service of SIX BBS AG, Zurich ("SIX"), which enables the Customer to receive electronic invoices (hereinafter "eBill invoices"). As part of the YAPEAL Services regarding eBill (hereinafter "YeBill"), the Customer can view, pay or reject these eBill invoices via the YAPEAL Frontends. The cooperation of SIX is in the interest of the Customer.

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 the Customer and register for YeBill with the relevant e-mail address.

3. OBJECT OF PERFORMANCE

When registering for YeBill, the Customer provides an e-mail address. This is used as a unique identifier for the Customer **to receive eBill invoices**.

The Customer determines from which invoice issuers he wants to receive eBill invoices in the YAPEAL Frontends.

The Customer decides whether to pay or reject an eBill invoice with YeBill.

Any payment of an eBill invoice made by the Customer on a YAPEAL Frontends is considered an order legitimized by the Customer and may be debited by YAPEAL to the Customer's Account.

YAPEAL is entitled to debit all amounts and fees arising from the use of YeBill from the Customer's Account. This right also applies in the event of disputes between the Customer 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 Frontends or on the invoice issuer's website - depending on how the invoice issuer provides the invoice data. In doing so, the Customer leaves the protected area of the YAPEAL Frontends/YAPEAL Services. This does not exclude the possibility of third parties drawing conclusions about the Customer's existing account relationship.

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

YAPEAL informs the Customer 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 Account is covered. YAPEAL can reject payments if the Account is not covered.

5. RECORDING AND STORAGE OF DATA, MESSAGES AND DOCUMENTS

The Customer is responsible for recording and storing eBill invoices in accordance with the statutory provisions. YAPEAL recommends that all eBill invoices be stored in a suitable form. Participants 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".

If the Customer 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 Customer request a suitable receipt from the invoice issuer.

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

The Customer hereby expressly acknowledges that YAPEAL has fulfilled its duty of notification and accountability to the Customer by electronically delivering the notifications and receipts in accordance with Section A 3 of the GTC YAPEAL Customer Relationship.

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 Customer acknowledges that as soon as he has activated the SIX notification service with the e-mail address, any conclusions by third parties about the Customer's existing account details cannot be ruled out.

If the Customer 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 Customer.

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

Furthermore, the Privacy Policy of YAPEAL: [yapeal.ch/en/privacy-policy](https://www.yapeal.ch/en/privacy-policy), the Privacy Policy of SIX: <https://www.six-group.com/en/services/legal/privacy.html> and the Terms of Use of SIX <https://www.six-group.com/en/services/legal/terms-and-conditions.html> apply.

7. DISABLING

Customers can deactivate YeBill at any time in the YAPEAL Frontends 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 Customer 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.

YAPEAL may debit all amounts due from the use of YeBill before deactivation to the Customer's Account even after termination.

The Customer 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), 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 the Customer's end devices or software.**

Should YAPEAL identify security risks in and in the handling of the YAPEAL Frontends and the Customer's Account, YAPEAL may partially or completely interrupt its YAPEAL Services, including YeBill, to protect the Customer until the risks have been remedied. YAPEAL assumes no liability for any damage caused by such an interruption.

YAPEAL also assumes no liability for damages and consequential damages of the Customer if contractual obligations cannot be fulfilled due to the unavailability of the YAPEAL Frontends.

Should the Customer involve third parties or use third-party software applications, he does so at his 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 data sheets in the YAPEAL Frontends or on the YAPEAL website www.yapeal.ch. YAPEAL may adjust the conditions at any time, e.g. due to changes in market conditions, costs, as well as in the event of a reassessment of business risks. This is done by adjusting the lists and product information sheets.

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

Changes or newly introduced conditions are considered approved if the Customer does not cancel the affected product or the affected YAPEAL Services within 14 days of notification.

10. APPLICATION OF AND AMENDMENTS TO THE SPECIAL PROVISIONS

These YeGB come into force immediately upon confirmation by the Customer in the YAPEAL Frontends. YAPEAL can change these YeGB unilaterally at any time. The changes will be communicated to the Customer 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.