

1. Underlying principles

- a. These General Terms and Conditions (GTC) govern the legal relationship between you and MF Group (am Bohl 6, CH-9004 St. Gallen, hereinafter referred to as 'MF').
- b. By opting and using the payment method "purchase by invoice" (hereafter referred to as "POWERPAY"), you confirm that you have read, understood and agreed to these GTC.
- c. POWERPAY is only available to individuals of legal capacity, who have a regular income and are resident in Switzerland or Liechtenstein. If legal entities or non-incorporated firms or individual enterprises (hereinafter referred to as 'companies'), all with registration in Switzerland or Liechtenstein, are admitted, article 15 applies.
- d. If you have already entered into a POWERPAY credit account contract and your current purchase can be assigned to this contractual relationship, the corresponding terms and conditions of the POWERPAY credit account contract also apply to this purchase. Otherwise, the present conditions of this POWERPAY contract apply.
- e. The contract of purchase of goods or respectively of the provision of the service (hereinafter referred to as 'underlying transaction') is concluded exclusively between you and the seller of goods respectively provider of the service (e. g. a stationary retailer or online shop, hereinafter both referred to as 'Merchant'). For this the underlying transaction, the terms and conditions of the merchant apply accordingly, which is why the Merchant alone is responsible for the handling of the underlying transaction, in particular for general customer enquiries (e. g. regarding goods, delivery time, shipment), returns, complaints, revocations, objections or paybacks. MF is exclusively responsible for queries in connection with the POWERPAY-invoice.

2. Payment with POWERPAY

MF offers the payment method POWERPAY as an external payment service provider in cooperation with the respective Merchant. If you opt for POWERPAY, you conclude the present POWERPAY contract with MF and the Merchant assigns his claims (hereinafter referred to as 'Underlying Claim') arising from the underlying transaction to MF. You are hereby obligated to pay to MF the entire underlying claim as well the fees and any interest, as set out in the table of fees, mentioned below.

3. Payment obligation, billing method and terms of payment

You undertake to pay all underlying claims as well any interest and fees with one of the following settlement mode. MF decides at its own discretion or in consultation with the respective Merchant whether to send the invoice as a supplement to the shipment of goods or to send it by mail to your home address (postal) or to send it by e-mail to your email-address (electronic), based on the data you provided during the ordering process and/or checkout. In particular, if the provided e-mail address is incorrect, incomplete or invalid, MF could send the POWERPAY invoice at any time by separate mail (postal). If you already have made purchases using POWERPAY, all amounts could be summarized in one invoice. This allows you to get an overview over all outstanding amounts. The POWERPAY invoice has **no novating effect**.

a. For amounts up to CHF 499.99

You have two options for paying the invoice:

- (1) As a rule, you pay the entire outstanding amount upon receipt of the invoice, at the latest by mentioned due date. **If the entire invoice amount is paid in due time, MF waives its right to charge the annual interest (according to the table of fees) on the invoiced amount from the date of purchase.**
- (2) As a rule, you will pay part of the outstanding amount upon receipt of the MF invoice, at the latest by mentioned due date. The minimum amount is indicated on the left-hand inpayment slip. **MF may at any time determine the amount of the minimum amount at its discretion. If this instalment payment option is used, MF will charge an annual interest rate and administration fees in accordance with the table of fees.**

b. For amounts over CHF 500.00 or more

You have two options for paying the invoice:

- (1) As a rule, you pay the entire outstanding amount upon receipt of the invoice, at the latest by mentioned due date. **If the entire invoice amount is paid in due time, MF waives its right to charge the annual interest (according to the table of fees) on the invoiced amount from the date of purchase.**
- (2) You pay the entire outstanding amount in **no more than three consecutive monthly installments**, whereby the respective installment is usually to be paid upon receipt of the invoice, at the latest by the mentioned due date. The three instalments do not have to be equal. MF may at any time determine the amount of the minimum amount at its discretion. If this instalment payment option is used, MF will charge an annual interest rate and administration fees in accordance with the table of fees.

c. Terms of payment regardless of the invoice amount

If payments are made at the post office counter, the corresponding postal charges will be passed on to you in the subsequent invoice. There are no additional costs for bank or postal account transfers. **If the invoice amount or the minimum amount, including fees and interest, is not paid in full on time, you are in default. In this case, you will be charged annual interest (according to the table of fees) on the entire outstanding amount from the purchase date as well as reminder fees (according to the table of fees) for each reminder.** In the event of payment arrears, MF can also demand immediate payment of the entire outstanding amount at any time and refuse to offer you POWERPAY for further purchases.

(Partial) payments shall be taken into account as soon as they are booked and shall initially be credited against outstanding fees and interests.

For each copy of an invoice a fee will be charged (according to the table of fees).

The invoice shall be deemed accepted if it is not objected to in writing within 10 days of receipt. MF is entitled to adjust the interest and conditions at any time for the future by written notification (e.g. on the occasion of invoice delivery).

4. Contract duration and termination

This POWERPAY contract is concluded for an indefinite period of time. It automatically ends with payment of the entire outstanding amount within the mentioned due date or upon the conclusion of a POWERPAY credit account contract.

MF is entitled to dissolve this POWERPAY contract at any time and without giving reasons by notifying you in writing. In this case, the entire outstanding amount is to be paid by the due date mentioned on the notification.

5. Offsetting ban

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

6. Engagement of third parties and right of assignment

MF is entitled to engage third parties to execute this contract. Furthermore, MF is entitled to transfer this contractual relationship or to assign its claims in whole or in a part to third parties. If a third party is engaged you may incur to additional fees or costs as for example shown in the table of fees of the Swiss Association of Debt Collection Agencies (VSI).

7. Data protection provisions

a. Consent to the use of your data

The collection, processing and use of personal data takes place within the services offered and is necessary to meet your request for payment with POWERPAY. By using the POWERPAY, you agree that MF processes your personal data, such as first and last name; address; date of birth; gender; email address; landline and mobile phone number including the corresponding contractual information; information on payment and order history (e. g. the number of ordered goods, article-id, invoice amount, shipment-option, shipment id and taxes rate). The personal data is used for the purpose of providing the requested services, for identity and credit checks (this may also include obtaining third-party ratings such as credit agencies), for risk management (including fraud prevention), for the development of POWERPAY services, for customer relationship management, for marketing and internal statistics and for analysis purposes. For identification purposes or fraud prevention, MF may have your personal and address details verified by the appropriate mobile phone provider. The following mobile phone contract information can be queried, if transferable: subscription type, contract date and status, customer type (business or private customer), invoice type and mobile phone model used, as well as any residence status. MF may also use publicly available information from the Internet (e.g. social networks) for identification purposes if further research is required to investigate cases of fraud and misuse of services. Address data, among other things, can be used for credit evaluation. MF may share this information with other partner companies, which may also use the information for the purposes described herein. Information transmitted by the mobile phone providers is excluded from this forwarding. Finally, MF may disclose your information when required to do so by law or regulation and to enforce MF rights and protect other MF clients.

Finally, you agree that MF may use your data for marketing purposes, with the exception of the abovementioned mobile contract information. The following companies may be the contracting parties:

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

b. Approval for credit assessment

MF checks whether your request for POWERPAY can be met, taking into account any insolvency risks, or whether a different payment method should be offered in consultation with the respective Merchant. For this purpose, MF carries out its own identity and credit checks. The general creditworthiness and compliance with the terms of payment are decisive for the granting of POWERPAY. You authorize MF or the commissioned partner companies to provide or obtain all information necessary for checking your creditworthiness and for processing this contract, in particular from the Central Credit Information Office (ZEK), from the Consumer Credit Information Office (IKO), from the authorities, credit agencies, credit brokers, employers or other suitable information and enquiry agencies, and, in the case of corresponding statutory obligations, also to report to other bodies. In particular, the credit type, amount and modalities as well as the applicant's personal details (surname, first name, address, date of birth, nationality) are reported. You recognize the right of ZEK and IKO to disclose the reported information to their members. You also agree that your data may be stored for the purposes mentioned above.

c. Revocation of consent

You can revoke your consent at any time free of charge. Even in the event of revocation, MF remains entitled to process, use or transmit your personal data insofar as this is necessary or legally required for processing the present contract or is required by a court or authority.

d. Requests for information or cancellation

You have the right to receive information about your data stored at MF free of charge and to have this data corrected, blocked or deleted if necessary. To do so please contact us in writing: MF Group / Privacy Office / P.O. Box 336 / 9004 St. Gallen.

8. Withdrawal from the underlying transaction

If the contract between you and the Merchant (underlying transaction) is cancelled or reversed within 60 days of conclusion of the contract, e.g. because the purchased goods are defective or the purchased service cannot be provided or obtained, you must inform MF immediately. MF will not charge you in these cases if the merchant confirms the cancellation or reversal to MF. MF reserves the right to charge you for any costs incurred after 60 days have elapsed since the present POWERPAY contract was concluded.

9. Notifications, contacting method and duty to report changes to contact details

Notices from MF shall be deemed to have been validly delivered if sent to the last transmitted (i) postal address; alternatively sent via (ii) email, via mobile phone number by (iii) SMS, (iv) WhatsApp message or (v) similar messaging applications. Accordingly, you agree if MF makes use of the aforementioned contact options for the purpose of contacting you. You undertake to notify MF immediately in writing of any changes to your contact details.

10. Amendments to the GTC

You will be notified by a message (via email, with your invoice, etc.) and/or in some other reasonable way of amendments to the GTC. You are considered to have accepted **the amendments if you do not object in writing within 10 days of the date of the notification.**

11. Disclaimer

MF is not liable for any damage that may result from a Merchant refusing to accept POWERPAY for any reason or for technical or other reasons not being able to use POWERPAY. MF also disclaims all liability if any harmful software or the like has been installed on the (Internet-enabled) device you use for POWERPAY and its payment process, or if the electronic payment process has otherwise caused damage. Finally, MF accepts no liability for damage that may arise as a result of data misuse, a technical fault or use of the Internet connection.

12. Severability clause

Should one or more provisions of these GTC be or become invalid or unenforceable in whole or in part, the validity or enforceability of the remaining provisions of these GTC shall in no way be affected thereby. In this case, the parties shall replace the invalid or unenforceable provision with the valid and enforceable provision that comes closest to the economic purpose of the provision to be replaced. The same applies analogously in the event that these GTC contain a loophole.

13. Applicable law and place of jurisdiction

Present POWERPAY contract shall be governed exclusively by Swiss law. The place of jurisdiction shall be St. Gallen, unless another place of jurisdiction is mandatory by law. MF is entitled to prosecute you at any other competent court.

14. Table of fees

Specification	Fee/Costs	Specification	Fee/Costs
Administrative fees per invoice	CHF 2.90	1. Warning fee	CHF 18.-
Annual interest rate (instalments and arrears)	14.9%	2. Warning fee	CHF 28.-
PostFinance charges (fee charged by the post office for cash in-payments at the post office counter)	according to the current post office rate*	3. Warning fee	CHF 38.-
Invoice copy	CHF 10.-	Address or payment investigation	CHF 16.-

If there is a overpayment the reversal payment can be charged with a fee of CHF 20. The management fee can be CHF 8 per month. We reserve the right to make changes. The offer is aimed exclusively at persons from the age of 18 who are capable of acting and have a regular income.

* The valid price list for inpayment slips: (<https://www.postfinance.ch/en/priv/prod/pay/national/inpay/detail.html>).

15. General conditions for companies

- a. POWERPAY is only available to companies, which (i) have capacity of acting, (ii) are solvent and (iii) are registered in Switzerland or Liechtenstein.
- b. Following conditions of below mentioned GTC applies for admitted companies: Art. 1b, 1e, 2, 3c, 4-14
- c. You undertake to pay all underlying claims as well any interest and fees with one of the following settlement mode. MF decides at its own discretion or in consultation with the respective Merchant whether to send the invoice as a supplement to the shipment of goods or to send it by mail to your home address (postal) or to send it by e-mail to your email-address (electronic), based on the data you provided during the ordering process and/or checkout. In particular, if the provided e-mail address is incorrect, incomplete or invalid, MF could send the POWERPAY invoice at any time by separate mail (postal). If you already have made purchases using POWERPAY, all amounts could be summarized in one invoice. This allows you to get an overview over all outstanding amounts. The POWERPAY invoice has **no novating effect**.

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2. As a rule, you will pay part of the outstanding amount upon receipt of the MF invoice, at the latest by mentioned due date. The minimum amount is indicated on the left-hand inpayment slip. **MF may at any time determine the amount of the minimum amount at its discretion. If this installment payment option is used, MF will charge an annual interest rate and administration fees in accordance with the table of fees.**

MF Group, Am Bohl 6, 9004 St. Gallen, February 2019