



# General Terms and Conditions for Mobile Marketing Campaigns

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## 1. Scope and definitions

### 1.1. Scope

TWINT AG (hereinafter referred to as "TWINT") is a Swiss public limited company headquartered in Zurich. The TWINT system includes functions in the areas of payments and added-value services. Descriptions of these services can be found on the website [www.twint.ch](http://www.twint.ch). The setting up, presentation and redemption of coupons, stamp cards and other campaigns (hereinafter referred to as "campaigns") are all features of the added-value services.

These General Terms and Conditions (hereinafter referred to as the "GTCs") govern the rights and obligations between the contractual partner and TWINT in connection with campaigns that are agreed within the framework of a separate agreement (hereinafter referred to as the "Mobile Marketing Agreement"). These GTCs are an integral part of the Mobile Marketing Agreement. Separate agreements must be reached for the use of the other services of the TWINT system.

To conclude a Mobile Marketing Agreement, the contractual partner must conclude a Payment Agreement for the Acceptance of TWINT with an acquirer in advance. The Payment Agreement specifies the technical requirements that the contractual partner must meet for the use of the TWINT system (including campaigns). It also defines the arrangements for the acquisition, integration, maintenance and operation of the relevant infrastructure and for the implementation of updates.

### 1.2. Definitions

The following definitions correspond to the use of the respective terms in these GTCs.

<b>Acquirer</b>	Enables its contractual partners to accept the TWINT system as a cashless payment method and ensures the processing of the transactions generated through the use of the system. It also possesses the authorisation of the TWINT licensor.
<b>Coupon</b>	Discount code that can be presented directly in the TWINT app of a TWINT user.
<b>Merchant app</b>	The application made available to the contractual partner by the TWINT acquirer for the acceptance of the TWINT system. It is installed directly on the contractual partner's infrastructure. Should the merchant app suffer a fault, no transactions can be processed.
<b>Merchant software</b>	This term refers to all of the applications, software components, interfaces and the associated documentation provided to the contractual partner by the acquirer for the acceptance of the TWINT system. In particular, the merchant software includes the merchant app, the TWINT interface, the AppSwitch software, the TWINT Beacon, the Beacon driver, the merchant portal and the associated program documentation.



<b>Credit / reversal</b>	Full or partial reimbursement of a transaction to the TWINT user who was originally charged. If the payment includes a technical reference to the original transaction, it is referred to as a „reversal“. Otherwise, such payments are referred to as „credits“.
<b>Mobile marketing application</b>	Web application that the contractual partner can use to set up and administer campaigns (standard campaigns).
<b>Infrastructure</b>	Technical installations attributable to the contractual partner for the acceptance of TWINT.
<b>Campaign</b>	Message from the contractual partner displayed directly to TWINT users and any other end customers. The message can be purely informative in nature or include a discount in the form of a coupon or stamp card.
<b>Merchant category code (MCC)</b>	Industry classification specified by the TWINT licensor for the assignment of contractual partners to one or more industry categories by the acquirer.
<b>Minimum commission</b>	The minimum transaction fee to be paid by the contractual partner per transaction irrespective of the transaction amount.
<b>QR code</b>	A 2D code containing optical features that can be read and interpreted using a suitable reader (e.g. camera or scanner). The TWINT system uses both static and dynamic QR codes.
<b>Chargeback</b>	Reversal of a transaction processed by the contractual partner or a payment that has already been made on the basis of a justified objection raised against the transaction by the TWINT user or the TWINT issuer. In such cases, the contractual partner's claim to payment ceases to apply.
<b>Stamp card</b>	Digital stamp card presented directly in the TWINT app. Upon completing a stamp card, TWINT users are provided with a coupon.
<b>Transaction</b>	Cashless payment transaction executed within the framework of the acceptance of TWINT. Such transactions are executed using mobile technologies and entail the subsequent processing of transaction data by the TWINT payment system.
<b>TWINT issuer</b>	The party authorised by the TWINT licensor to issue the TWINT app.
<b>TWINT user</b>	A participant registered with a TWINT issuer who purchases goods and/or services offered by the contractual partner and pays for these in a cashless manner using TWINT (transaction).
<b>TWINT app</b>	The application made available to the TWINT user by the TWINT issuer for the processing of payments and other functions in the area of added-value services. Should the TWINT app suffer a fault, no transactions can be processed.
<b>TWINT interface</b>	Specification for the connection of the contractual partner to the TWINT system. The connection is established differently depending on the sales channel and any peripheral devices used by the contractual partner.

<b>TWINT system</b>	The TWINT system includes functions in the areas of payments, mobile marketing and added-value services. Descriptions of these services can be found on the website <a href="http://www.twint.ch">www.twint.ch</a> . The TWINT payment system is part of the TWINT system.
<b>TWINT payment system</b>	The electronic authorisation and settlement system operated by the TWINT licensor for the processing of transactions.



## 2. The contractual partner

The TWINT system provides the contractual partner with the option to present campaign offers in the TWINT app of various TWINT issuers as well as via possible other channels where they can be seen, managed and redeemed by TWINT users and any other end customers.

## 3. Access to the TWINT system

After signing the Mobile Marketing Agreement, the contractual partner shall be entitled to make use of TWINT campaigns. These campaigns include standard campaigns, which are described in detail at [www.twint.ch](http://www.twint.ch), and individual campaigns, which are developed and structured in accordance with the contractual partner's specific requirements.

Technical access for the entry and administration of standard campaigns by the contractual partner shall be gained via a browser-based web application available at [www.twint.ch](http://www.twint.ch) (hereinafter referred to as the "mobile marketing application"). The contractual partner shall not be able to enter and administer individual campaigns itself. These tasks shall be performed by TWINT employees or third parties working on behalf of TWINT.

## 4. Presentation of campaigns

The campaigns agreed between TWINT and the contractual partner shall be presented via the TWINT app and any other channels agreed with the contractual partner.

Within the group of TWINT users who have provided their consent to the presentation of third-party offers, TWINT or the TWINT issuer shall decide which campaigns are presented to which TWINT users. TWINT and the TWINT issuer shall be entitled not to present campaigns if they believe that the campaigns in question are immoral or could be detrimental to their image. In such cases, TWINT and the TWINT issuer shall not be required to state reasons for their decision.

TWINT users themselves can likewise prevent the presentation and display of campaigns in the TWINT app.

## 5. Redemption of campaign offers

Depending on the infrastructure of the contractual partner, offers for certain campaign types can be redeemed automatically during the payment process.

While the manual redemption of campaign offers on the side of the contractual partner shall not entail any additional technical requirements, the automatic redemption of certain types of campaign offer during the TWINT payment process shall require the use of the merchant app or the integration of the merchant software in the contractual partner's infrastructure.

The arrangements for the integration process shall be based on the separately concluded Payment Agreement for the Acceptance of TWINT. Information on which campaign offer types require which version of the merchant software for automatic redemption during the payment process can be obtained from TWINT. TWINT shall ensure that no campaigns are set up with the contractual partner that are not compatible with the version of the merchant software currently at its disposal. To this end, the contractual partner shall authorise TWINT to collect all of the required information from its acquirer.

If no Internet connection is available, it shall not be possible to enter and administer campaigns, while it shall also not be possible to present campaigns to TWINT users or for TWINT users to redeem the relevant offers automatically.

The redemption of a campaign offer (especially coupons and stamp cards) by a TWINT user requires that the TWINT user has installed a TWINT app of a TWINT issuer and that the relevant campaign has been activated in the TWINT app in advance (activation may be optional depending on the campaign).

Redeemed campaign offers that are redeemed on a one-time basis shall be removed from the TWINT app and the relevant information shall no longer be transmitted to the contractual partner the next time a payment is made.

The contractual partner acknowledges that coupons that have been redeemed as part of a transaction may be activated once more and redeemed again in the event of a credit or chargeback for the same transaction. The contractual partner also acknowledges that in the event of a credit or chargeback, any stamps already issued on a stamp card shall not be withdrawn from the TWINT user.

## 6. Display of campaigns

TWINT and the TWINT issuers reserve the right to adjust display areas in the TWINT app or the manner in which campaigns are displayed in these areas at any time. When entering a campaign in the mobile marketing application (standard campaigns), a preview of how the campaign will be displayed in the various display areas of the TWINT app shall be provided (hereinafter referred to as the "preview"). If a campaign preview is unavailable in the mobile marketing application or if the campaign is entered by TWINT employees (individual campaign), the contractual partner shall be provided with an electronic preview prior to the presentation of the campaign. Should the campaign be released for presentation by the contractual partner in the mobile marketing application after the preview has been provided or if the contractual partner explicitly agrees to the preview provided electronically, the campaign shall be deemed to have been approved.

The specific display of the campaign in the TWINT apps may differ from the preview due to various factors, in particular as a result of the version of the TWINT app or the hardware and OS version used by the TWINT user. If the contractual partner wishes to introduce changes after approving a campaign, TWINT shall reserve the right to only implement these amendments at the cost of the contractual partner.

## 7. Presentation and targeting criteria

Campaigns provide many options for addressing TWINT users in a targeted manner. These criteria are added to by TWINT on an ongoing basis and are defined in more detail in the mobile marketing application or shall be developed together with the contractual partner within the framework of individual campaigns.

The presentation of campaigns via push notifications shall require the provision of relevant consent by the TWINT user. TWINT users shall also be required to provide their approval for the presentation of campaigns based on their GPS-based location information.

## 8. Operation and use of the mobile marketing application

Responsibility for the operation of the mobile marketing application shall lie with TWINT, provided it is installed on the TWINT infrastructure.

To use the mobile marketing application, the contractual partner shall require an end device with a common and up-to-date browser.



## 9. Obligations of the contractual partner

For the processing of certain campaign types, TWINT shall be reliant on the contractual partner regularly providing it with all information on the execution and redemption of the campaign that it requires in order to ensure the user-friendly presentation of the campaign in the TWINT app and/or other channels and for the billing of the campaign to the contractual partner. In particular, this information obligation shall apply to coupons with a visible code (coupons that have to be presented for inspection). Here, the contractual partner shall undertake to provide TWINT with a list of the redeemed codes, including the time stamp and granted discount, at least every two weeks. In the case of coupons with a visible code with a generic credit code, the contractual partner shall also undertake to inform TWINT of the deactivation of the credit code in its shop within two working days. This shall allow TWINT to remove the coupons from the TWINT app and other presentation channels.

## 10. Payment and payment arrangements

The payment amount for services in the area of mobile marketing shall be displayed to the contractual partner in the mobile marketing application or stipulated in the relevant order form for each campaign.

The contractual partner shall be obligated to automatically provide any information at its disposal that TWINT requires for the payment of campaigns at least every two weeks. See also section 9.

Unless agreed otherwise in the order form, the following payment arrangements shall apply: invoices issued by TWINT must be paid within 30 days.

## 11. Intellectual property

All property rights (intellectual property and neighbouring rights as well as entitlements), in particular patent rights, copyrights, design rights and trademark rights as well as know-how rights, to existing solutions as well as solutions developed during the term of the Mobile Marketing Agreement relating to mobile marketing, involvement and infrastructure shall be held in full by TWINT. These rights shall not cover third-party hardware/software that is also required for the use of the TWINT services and for which the respective rights remain reserved for third parties.

Should the contractual partner breach third-party intellectual property rights and TWINT be held responsible, the contractual partner shall fully indemnify TWINT.

For the term of this Agreement, the contractual partner shall grant TWINT the gratuitous right to reproduce the contractual partner's trademarks/logos in the TWINT app and any other presentation channels for campaigns. In doing so, the contractual partner shall issue its approval for reference to be made to the existing contractual relationship between the parties.

All information gained by TWINT relating to the behaviour of TWINT users in connection with mobile marketing services shall be at the disposal of TWINT and can be used by TWINT in accordance with the relevant requirements stipulated under data protection law. The contractual partner shall have no entitlement to the issuing of such information, data or other documents.

## 12. Due diligence obligations, warranty

The following principles shall apply as regards the functioning of the mobile marketing campaigns and the mobile marketing application:

TWINT shall provide its services with the level of care and due diligence customary in the industry. Should it breach its due diligence obligations in a grossly negligent or intentional manner,

TWINT shall assume liability for any damages suffered as a result of the non-performance or improper performance of owed services. Marketing success in connection with the mobile marketing campaign cannot be guaranteed. As such, TWINT can offer no warranty as regards the achievement of the targeted performance goals (target values).

The budget (sum of all discounts or gifts) available from the contractual partner for a campaign and communicated to TWINT shall be binding for TWINT. Nevertheless, it cannot be ruled out that these target values may be exceeded under certain circumstances, in particular as this is dependent on the number of times a campaign offer is activated and redeemed by TWINT users in response to its presentation by TWINT. TWINT shall, however, guarantee that the defined budgets will not be exceeded by more than 15%. In the case of generally accessible discounts, the contractual partner shall be responsible for adherence to the budget. A discount shall be deemed to be generally accessible if it is granted without a specific discount code or if a campaign uses a visible discount code that is the same for all customers.

TWINT shall endeavour to ensure access to its services that is free of faults and interruptions to the greatest extent possible. TWINT cannot, however, guarantee this at all times. In particular, TWINT shall reserve the right to interrupt access to the offered services at any time should it identify heightened security risks or faults as well as for the purpose of performing maintenance work. Provided that TWINT exercises the level of care and due diligence customary in the industry, the contractual partner shall bear any losses suffered due to interruptions of this kind.

## 13. Liability

TWINT and the contractual partner shall only be liable to one another for damages in cases in which they fail to meet their contractual obligations due to gross negligence or as a result of intentional behaviour. TWINT and the contractual partner shall take all necessary measures to protect against the misuse, manipulation and theft of customer and transaction data.

To the extent permitted by law, TWINT shall not accept any liability for secondary damages, lost profits or data losses under any circumstances.

Technical access to the services shall be the responsibility of the contractual partner. TWINT shall assume no liability for the network operators (providers), cash-register software manufacturers and payment service providers (PSPs) and shall also not accept any liability, to the extent permitted by law, for the hardware and software required for the use of the services.

TWINT shall likewise, to the extent permitted by law, assume no liability for damages suffered by the contractual partner owing to transmission errors, force majeure, technical defects or faults (in particular due to outages suffered by TWINT Beacons or a lack of an Internet connection), illegal interference with telecommunication facilities and networks, network overloads, the deliberate blocking of electronic access by third parties, interruptions or other deficiencies.

TWINT shall assume no liability for the parameters required for the implementation of services in the area of mobile marketing and defined by the contractual partner. With regard to incorrectly assigned parameters, the contractual partner shall have the right to have such errors rectified by TWINT at no cost. Any further claims shall be excluded.

If coupons are presented via other TWINT-independent channels (see section 5 above), TWINT shall assume no liability for the services provided by the relevant third parties, in particular as regards the accuracy of communication with TWINT users in instances in which incorrect information on campaigns is provided.



## 14. Confidentiality

The contracting parties shall undertake to treat confidential documents, information and data made accessible to them by the other party or which they gain knowledge of as confidential and not to disclose these details and documents to unauthorised third parties.

TWINT shall not be permitted to forward information relating to the contractual partner and/or equivalent data to other companies.

In the absence of express approval from the contractual partner, TWINT shall also not be permitted to use or forward data about the contractual partner's TWINT users for the direct negative or positive selection of potential TWINT users from a different company.

## 15. Communication

The communication between TWINT and the contractual partner can take place via e-mail, the mobile marketing application, phone (Customer Service for contractual partners) or other channels. The contractual partner shall acknowledge that electronic communication is neither confidential nor secure. Such communication can be viewed, intercepted or amended by third parties or can be lost.

If orders or instructions issued by the contractual partner via electronic channels are not explicitly confirmed by TWINT, the contractual partner must assume that they have not been received by TWINT.

TWINT shall assume no liability for damages arising in connection with notifications sent to TWINT via ordinary e-mail or another electronic message transmission system.

## 16. Online data security

The mobile marketing application and the offered services shall be used via the Internet and dedicated terminals (at cash registers and vending machines). In transmitting data, TWINT shall make use of encryption mechanisms which, in principle, make it impossible for unauthorised individuals to view confidential data. It cannot, however, be ruled out that transmitted data may nevertheless be viewed by unauthorised individuals. Certain technical features of the connection set-up (e.g. mobile telephone connections) cannot be encrypted.

The contractual partner shall also acknowledge that data can be transmitted across national borders on an uncontrolled basis, even if the sender and recipient of the data are located in Switzerland.

## 17. Data protection and data processing

### 17.1. General

The contracting parties shall undertake to comply with the provisions of the Swiss Data Protection Act.

In this context, the contractual partner must ensure that its employees and other third parties working on its behalf with access to confidential data or data otherwise worthy of protection comply with the relevant data protection provisions.

TWINT and the contractual partner shall take all necessary measures to protect against the misuse, manipulation and theft of customer and transaction data.

### 17.2. Data security

The TWINT system shall use the Internet for the provision of the offered services. In transmitting data, TWINT shall make use of encryption mechanisms which, in principle, make it impossible for unauthorised individuals to view confidential data. It cannot, however,

be ruled out that transmitted data may nevertheless be viewed by unauthorised individuals. Certain technical features of the connection set-up (e.g. mobile telephone connections) cannot be encrypted.

The contractual partner shall also acknowledge that data can be transmitted across national borders on an uncontrolled basis, even if the sender and recipient of the data are located in Switzerland.

### 17.3. Data procurement and disclosure

Prior to the Mobile Marketing Agreement entering into force and during its term, the contractual partner shall expressly authorise TWINT to obtain from third parties all information on the contractual partner that it deems important in connection with the Mobile Marketing Agreement and the provision of the services outlined therein. Furthermore, TWINT shall be authorised to transmit data about the contractual partner from the Mobile Marketing Agreement to TWINT issuers in order to allow them to assess possible reputational risks and for the performance of the campaigns.

The contractual partner acknowledges that TWINT shall not disclose any personal data relating to TWINT users that is generated within the framework of the mobile marketing services without first obtaining their express consent. The possible disclosure of such data to third parties shall take place solely on the basis of the agreement concluded between TWINT and the TWINT user.

The data flows between the TWINT user and the contractual partner, between the TWINT user and a possible third party (e.g. issuer of a customer loyalty programme) and between the contractual partner and a possible third party shall be based exclusively on the contractual relationship between the respective parties. Each party shall be responsible for ensuring the contractually compliant handling of data and for obtaining the required authorisations.

This shall also apply to the forwarding of end customer data belonging to the contractual partner to TWINT by the contractual partner. Here, the contractual partner shall be responsible for obtaining the required authorisations from the TWINT user.

### 17.4. Data processing

The contractual partner shall acknowledge that data (in particular master data and transaction data) relating to the conclusion and performance of the Mobile Marketing Agreement shall be processed in Switzerland and EU countries. The contractual partner shall agree to this and issue its express consent to these data processing activities.

### 17.5. Personalised campaigns

TWINT users can expressly issue their consent to the TWINT issuer for campaigns to be displayed to them in the TWINT app (opt-in). This shall in turn enable them to activate and redeem such campaigns. In opting in, TWINT users also expressly agree that TWINT can collect, analyse and utilise data for personalised campaigns.

TWINT users can opt in or opt out either upon being explicitly asked in this regard when installing the TWINT app and/or at a later time by adjusting their settings in the TWINT app. The provision of consent by TWINT users shall allow TWINT to send them campaigns that are tailored to their personal interests.

The contractual partner shall be aware that campaigns can only be displayed to TWINT users with an opt-in and can also only be redeemed by these users.

### 17.6. Contact authorisation

TWINT shall be authorised to disclose the contractual partner's contact data to distribution partners. The contractual partner shall provide its express consent for TWINT distribution partners to contact it with offers in the area of added-value services.



## 18. Changes to services

TWINT shall be authorised to change, update and/or enhance the offered services at any time.

## 19. Reservation of statutory regulations and local legal restrictions for usage

Any statutory provisions that govern the operation and use of smartphones, the Internet and other dedicated infrastructure shall remain reserved and shall also be applicable to these services from the time that they enter into force.

The contractual partner shall acknowledge that circumstances may arise during the term of the business relationship that may legally obligate TWINT to block assets, report the business relationship to a responsible authority or terminate the business relationship. Upon request, the contractual partner shall be obligated to provide TWINT with information that it requires to meet its statutory clarification or reporting obligations.

## 20. Term and termination

The Mobile Marketing Agreement between the contractual partner and TWINT shall enter into force upon being signed by both parties and shall be concluded for a fixed term of one (1) year. Following the Agreement's minimum term, the parties can terminate the Agreement in writing at any time subject to a notice period of six (6) months to the end of a calendar year. Should no notice of termination be provided, the Agreement shall be automatically extended by a further year.

In the case of due cause, which in good faith appears to render the continuation of the contractual relationship unreasonable, both parties shall be entitled to terminate the Mobile Marketing Agreement on an exceptional basis subject to a notice period of six (6) months to the end of a calendar month. The following, in particular, are deemed to represent due cause:

- The breach of a material contractual obligation which is not rectified by the offending party despite corresponding written warnings and the granting of a grace period;
- Inability to pay, company closure, liquidation, insolvency, agreement with creditors or bankruptcy on the part of one of the parties.

An individual campaign that is agreed within the framework of an order form can be terminated by the contractual partner or TWINT at any time. This shall have no impact on these General Terms and Conditions and the existing Mobile Marketing Agreement between the two parties. The honouring of campaigns that have been completed but not yet redeemed (especially coupons and stamp cards) by the TWINT user must be guaranteed by the contractual partner under all circumstances.

## 21. Consequences of terminating the Agreement

Following expiry of the period of notice, the contractual partner shall no longer be entitled to continue using/utilising the TWINT services.

The honouring of campaigns that have been completed but not yet redeemed (especially coupons and stamp cards) by the TWINT user must be guaranteed by the contractual partner under all circumstances.

The parties must automatically return all operating materials, data and documents, in particular codes, made available to them in the context of the contractual relationship and destroy any copies.

The provisions relating to confidentiality shall continue to apply after the contractual relationship has ended.

## 22. Waiver of rights

If rights arising from the Mobile Marketing Agreement are not enforced by TWINT, this shall in no way be deemed to constitute a waiver of these rights unless an express written waiver is provided by TWINT.

## 23. Severability clause

Should a provision of these GTCs or the Mobile Marketing Agreement be fully or partially invalid or ineffective, this shall not affect the validity of the other provisions. In such cases, the parties shall undertake to replace the ineffective provision with a provision that best approximates the meaning and purpose of the original.

## 24. Written form

In order to be deemed valid, the conclusion of the Mobile Marketing Agreement and the contractual components as well as any amendments or additions made to these documents shall require the written form and the provision of the signatures of both parties.

## 25. Applicable law and place of jurisdiction

All disputes arising from this contractual relationship shall be exclusively subject to Swiss law; the provisions of the law on conflict of laws under international private law shall be excluded. The exclusive place of jurisdiction shall be Zurich.