



# General Terms and Conditions for the Use of TWINT ID

## 1. Scope

TWINT AG shall offer private customers (hereinafter referred to as the "Customer") an added-value service under the name of "TWINT ID" that enables Customers to create a customer profile and use it in connection with various online services (hereinafter referred to as "TWINT ID"). TWINT ID shall only be made available to Customers residing in Switzerland. Customers whose place of residence is not in Switzerland shall not be entitled to use TWINT ID.

As such, the use of TWINT ID shall require users to comply with these "General Terms and Conditions for the Use of TWINT ID" (hereinafter referred to as the "GTC"), use the TWINT app and therefore comply with the applicable "General Terms and Conditions for the Use of TWINT" (the name of this document may differ) published by the respective issuer of the TWINT app (hereinafter referred to as the "TWINT app terms and conditions"). Should these GTC and the TWINT app terms and conditions contradict one another, the GTC shall take priority.

The GTC shall govern the use of all of the services offered within the TWINT ID added-value service. The GTC shall be deemed as being accepted once the Customer registers for TWINT ID via the TWINT app and thus confirms that they have read and understood the GTC.

## 2. TWINT ID

Using TWINT ID, Customers can create and save a customer profile in the TWINT app. TWINT ID can be used by Customers for a number of purposes, including as a means to speed up the checkout process for online services, specifically in e-commerce or for partner functions in the app, and therefore with every merchant or service provider that accepts TWINT as a payment method and offers the use of TWINT ID (hereinafter referred to as the "merchant"). A description of the TWINT ID added-value service can be viewed on the [website](#) as well as in the TWINT app.

Saving and using TWINT ID is free of charge. TWINT AG reserves the right to introduce a fee to use TWINT ID in the future after notifying Customers appropriately.

Customers shall be able to remove TWINT ID from the TWINT app at any time without this affecting the Customer's ability to continue using the TWINT app. TWINT ID is a service provided by TWINT AG that can be used voluntarily and independently of the existing way in which a Customer uses the TWINT app.

## 3. Correctness, up-to-dateness and confidentiality of the saved data / Data protection

When creating a TWINT ID, the Customer shall guarantee the correctness of the saved data. TWINT ID is an independent product provided by TWINT AG and accordingly any changes made to the data saved in TWINT ID will not result in changes made to the data submitted to the issuer of the respective TWINT app. Should there be any changes to the data saved when first creating a TWINT ID profile or if this data is no longer up to date, the relevant changes must be made immediately in TWINT ID. Should this not work, please report the changes to

TWINT AG. If TWINT AG identifies that the saved data may be incorrect, the Customer shall proactively assist in updating the data.

The nature of the business relationship with the Customer and the data resulting from this relationship (e.g. name, place of residence, e-mail address, telephone number) shall be treated confidentially.

The Customer shall agree that the business relationship with the bank that issues the TWINT app may be able to be seen by online service providers based on the use of TWINT ID and the specific TWINT app. However, TWINT AG shall not actively disclose to online service providers any data on the business relationship with the bank that issues the respective TWINT app.

Confidentiality shall only be rescinded in order to protect the legitimate interests of TWINT AG, but in particular in the following cases:

- To comply with statutory obligations to provide information or regulatory requirements
- For the collection of receivables of TWINT AG
- Legal disputes

Information on the collection and processing of personal data within TWINT ID by TWINT AG is provided in the Data Privacy Statement. The Data Privacy Statement can be viewed [here](#).

## 4. Liability

TWINT AG shall bear full responsibility for all issues in connection with TWINT ID. The issuer of the respective TWINT app shall not be entitled to inspect the TWINT ID data stored at TWINT AG. Accordingly, the Customer waives the right to assert any claims against the issuer of the respective TWINT app in connection with TWINT ID.

TWINT AG shall not be liable for any losses or damage experienced by the Customer due to the use of TWINT ID, particularly not for losses or damage

- owing to transmission errors, technical faults or defects, outages, or unauthorised access to or interference with the Customer's smartphone;
- that can be attributed in full or in part to the Customer breaching these GTC or applicable laws;
- owing to a fault or error in the TWINT app or the hardware used;
- owing to faults, interruptions (incl. for system maintenance work) or overloads within the relevant IT systems or networks;
- that can be attributed to the acts or omissions of third parties (incl. auxiliary persons of TWINT AG)

unless these losses or damages can be attributed to the gross negligence or wilful misconduct of TWINT AG. TWINT AG shall provide compensation for material damages and financial losses of up to a maximum of CHF 3000 per claim event.

To the extent permitted by law, TWINT AG shall not accept any liability for secondary damages, lost profits or data losses under any circumstances. TWINT AG shall likewise assume no liability for damages suffered as a result of use of the TWINT app and/or TWINT ID that is deemed illegal or in breach of the agreement.

Technical access to the TWINT ID added-value service shall be the responsibility of the Customer. The Customer shall indemnify TWINT



AG for any damages or losses incurred by TWINT AG due to non-compliance with these GTC or statutory requirements, the Customer providing incorrect or incomplete information, or the execution of instructions.

## 5. Duration and termination

The business relationship between the Customer and TWINT AG in connection with TWINT ID shall be concluded for an indefinite period. The Customer may deactivate TWINT ID at any time. Access to and the use of the TWINT app shall be independent from TWINT ID and shall not change following the activation or deactivation of TWINT ID.

TWINT AG reserves the right to terminate the business relationship with the Customer in connection with TWINT ID at any time and without stating a reason. Termination of the TWINT ID function shall not have any effect on the use of the TWINT app.

## 6. Changes to services and blocking of access by TWINT AG

TWINT AG may at any time change, update and further develop the TWINT ID added-value service as well as impose further requirements in connection with its use. TWINT AG shall also be authorised to fully or partially discontinue the operation of the TWINT ID added-value service or the Customer's access to TWINT ID at any time without providing prior notification and shall likewise be entitled to restrict the availability of TWINT ID for technical or legal reasons (e.g. due to legal or regulatory requirements, upon receipt of an official order or for security reasons).

Furthermore, TWINT AG may remove TWINT ID from the TWINT app at any time if the service or its use breaches the GTC, particularly if the Customer provides evidently false information or if there are statutory or regulatory requirements to the contrary.

## 7. Intellectual property

The Customer shall be assigned, for the duration of the agreement, the non-transferable and non-exclusive right to use the TWINT ID added-value service. The content and extent of these rights are as established in these GTC. All intellectual property rights shall remain with TWINT AG or the entitled third parties.

## 8. Changes to the GTC

TWINT AG can make amendments to the GTC at any time. The Customer shall be made aware of any changes in advance by means of an e-mail sent to the e-mail address the Customer has saved in TWINT ID. If the Customer does not agree to the changes, they can decide to no longer use TWINT ID from the date on which the changes enter into force. 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 this service from the time that they enter into force.

## 9. Applicable law and place of jurisdiction

To the extent permitted by law, all legal relationships between Customers and TWINT AG shall be exclusively subject to Swiss substantive law with the exclusion of the law on the conflict of laws and any international treaties. Subject to the existence of mandatory statutory provisions to the contrary, the sole place of jurisdiction for all proceeding types shall be Zurich.