



Updated on 30th of January 2023

# General Terms and Conditions of Business

## 1. General information

- 1.1. These General Terms and Conditions (hereinafter: GTC) regulate the rights and obligations in connection with the use of the services of the provider, Payrexx AG (hereinafter: Payrexx) and the Payrexx Customer in connection with the use of the Payrexx services and the other services, applications, mobile applications and functions offered by Payrexx, unless Payrexx expressly stipulates otherwise.
- 1.2. The GTC of Payrexx apply exclusively. Conflicting or deviating terms and conditions of the Payrexx customer will not be recognised unless Payrexx has expressly agreed to their validity in writing. These GTC shall also apply if Payrexx unconditionally provides services to Payrexx customers in the knowledge of conflicting or deviating terms and conditions of Payrexx customers of Payrexx.
- 1.3. Furthermore, Payrexx may, with the consent of the Payrexx customer, change the content of the existing contract, as well as these terms and conditions. Consent to the change shall be deemed granted if the customer does not object to the change within one month of receipt of the notification of change. Payrexx undertakes to draw the customer's attention to the consequences of an omitted objection when notifying the change.
- 1.4. The German version of these conditions is authoritative.

## 2. Offer and Conclusion of Contract

- 2.1. Unless otherwise agreed, Payrexx remains bound to the offer for 30 days. Offers made by Payrexx based on inaccurate or information which is not yet available shall be considered as willingness, in principle, to conclude a contract but not as a binding offer. Price details contained therein are non-binding target prices.
- 2.2. The contract between Payrexx and the Payrexx customer comes into effect when the signed offer is returned. In the case of small orders for which no written offer is made, the contract is concluded when the Payrexx customer places the order.
- 2.3. The minimum term of the contracts corresponds to the selected contract duration. At the end of this minimum contract term, the contract shall be extended for the same term in each case. Cancellation must be made in writing 30 days before the subscription expires, unless the automatic renewal is deactivated within this period.
- 2.4. The offers of Payrexx are to be understood as guide price offers. The indication of the number of time units is based on an assumption. The work is carried out on a time and material basis. Invoicing is based on actual expenditure, which can lead to a deviation of +/- 10% from the guide price.



### **3. Services of Payrexx**

- 3.1. Payrexx offers not only the payment platform (hereinafter: Platform) but also individual software developments on an offer basis, professional services and white label solutions.

### **4. Terms of payment**

- 4.1. Invoices for chargeable services are provided to the customer in PDF format.
- 4.2. The respective invoice amount must be paid in full to Payrexx within 30 days of receipt of the invoice, unless otherwise agreed.
- 4.3. The timeliness of payments depends on the receipt of the amount into Payrexx's unconditional control.
- 4.4. In the case of payment by bank transfer, the intended use specified by Payrexx must be stated. If the customer transfers funds for another purpose, they must inform Payrexx immediately and provide Payrexx with proof of payment. The following data must be complete and decipherable on this proof: The bank details (IBAN) of the sender account, the name of the account holder, the payment date, the amount, the purpose and the bank details (IBAN) of the recipient. The burden of proof of a payment lies with the customer.
- 4.5. Payrexx is also entitled to cease providing the services if the fees are not paid.
- 4.6. Payments are made in the respective national currency, either CHF or EUR.
- 4.7. Costs in the event of late payment: processing fee (at the earliest from day 70 after the invoice date, if handed over to collection service provider) depending on the amount of the claim, maximum amount in CHF or EUR: 50 (up to 20); 70 (up to 50); 100 (up to 100); 120 (up to 150); 149 (up to 250); 195 (up to 500); 308 (up to 1,500); 448 (up to 3,000); 1,100 (up to 10,000); 1,510 (up to 20,000); 2,658 (up to 50,000); 6% of the claim (from 50,000).
- 4.8. Payrexx assumes no liability for failures, damages or losses of turnover caused by the suspension of services due to incorrect or late payment, provided that the error or delay is the fault of the customer.
- 4.9. Unless otherwise stated, discounts or promotions apply to the first contract period of a contract term. The extension of the contract shall subsequently take place at the current, valid, full price. Payrexx shall be entitled to unilaterally adjust the offer, the contractually agreed conditions (visible in the contract and in the Merchant Administration), as well as payout fees (visible in the Merchant Administration). In the case of existing, fee-based contracts, the changes will be communicated within a reasonable notification period of at least 10 days. After expiry of the aforementioned 10 days, the changes shall come into force. If the customer does not object within 30 days of receipt of the notification and continues to use the services even after the expiry of the objection period, the changes shall be deemed to have been agreed with effect from the expiry of the period. In the



notification of change, the customer shall be informed of his right to object and of the consequences of an objection.

- 4.10. All prices include VAT. The applicable VAT rate is shown on the invoice at the latest. The customer will receive a net invoice if the customer or the associated company is not domiciled in Switzerland.

## **5. Use and safety**

- 5.1. Via the Payrexx payment platform, you may only accept and process payments for the legitimate sale of legal goods and services according to the specific standards of the country of incorporation of the company and the country of the customer. Certain business models are not supported by the payment providers Payrexx Direct and Payrexx Swiss Collecting. These business models are defined by payment partners that Payrexx uses to process transactions. Here you will find the list of unsupported business models. Payrexx may change this list and remove or add business models at any time without prior notice. Payrexx may also decide, at its sole discretion, to reject products and services that are not explicitly included on the list, but which may pose an unacceptable risk to Payrexx according to Payrexx internal due diligence guidelines. By registering with Payrexx, you confirm that you will not use our services for activities other than those expressly approved by Payrexx during registration with Payrexx or subsequently. If Payrexx assumes or suspects that you nevertheless accept payments for prohibited activities within the meaning of these provisions, these activities must be stopped immediately at the request of Payrexx. If you have not ceased the prohibited activities within the period set by Payrexx, Payrexx reserves the right to terminate this Agreement without notice. If Payrexx determines that your activities pose a risk to Payrexx or the Payment Partner, Payrexx reserves the right to terminate this Agreement with immediate effect and without prior notice in the event of such activities.
- 5.2. Supporting your customers is entirely your responsibility. This means that you are responsible for responding to a customer email in a timely manner if the email contains questions about your goods or services or about using the payment platform. You must clearly and proactively communicate your business and shipping terms, as well as any delays in delivery or cancellation of an order. Payrexx remains expressly outside the contractual relationship between you and your customer.
- 5.3. In the event of suspicion or evidence of fraud, illegal activities or situations that are damaging to Payrexx's reputation, Payrexx has the right to terminate this contract with immediate effect or to temporarily suspend payments and payouts. In addition, Payrexx may, at its sole discretion and in accordance with its internal policies, decide to make clawbacks on your behalf. In such cases, you will be notified unless such notification is not permitted by law or is not deemed desirable in the course of the investigation; Payrexx shall not be liable for any damages incurred as a result.



## 6. Right of revocation

- 6.1. Customers are generally entitled to a right of revocation. Further information can be found in the [cancellation policy](#).
- 6.2. If a contract is revoked, Payrexx will repay the payment received within the scope of this contract immediately and, at the latest, within fourteen days after receipt of the revocation. Payrexx uses the same means of payment for this repayment as the customer used for the original transaction.

## 7. Data protection

- 7.1. Payrexx ensures that personal data of customers is only collected, stored and processed if this is necessary for the provision of services and permitted by legal regulations or moreover is ordered by law.
- 7.2. In the event that the customer's declarations of consent, under data protection law, are obtained within the framework of the use of the services, it is pointed out that these can be revoked by the customer at any time with future effect.
- 7.3. As far as a processing of data exists in the order, customers can ask for the conclusion of an order data processing contract.
- 7.4. In this context, Payrexx may also change details of the processing of data via its Internet sites. Current information on the purpose, type and extent of the collection, processing and use of personal data can be found in the data protection information, which can be accessed at any time under the link "Data protection". You will also find information there about the cookies and services used by Payrexx.

## 8. Limitation of liability

- 8.1. Payrexx is liable without limitation for all damages caused by Payrexx in the event of intentional or gross negligence.
- 8.2. In case of slight negligence, Payrexx is liable without limitation in case of injury to life, body or health.
- 8.3. Otherwise, Payrexx is only liable if Payrexx has violated an essential contractual obligation. Essential contractual obligations are defined abstractly as those obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the customer may regularly rely. In these cases, the liability is limited to the compensation of the foreseeable, typically occurring damage but to no more than the amount of the fees already paid.
- 8.4. Insofar as Payrexx's liability is excluded or limited according to the aforementioned



regulations, this also applies to Payrex's vicarious agents.

8.5. Liability under the Product Liability Act remains unaffected.

## **9. Final clauses**

9.1. As far as is legally permissible, the law of the Swiss Confederation shall apply, whereby the application of the UN Convention on Contracts for the International Sale of Goods is excluded.

9.2. If the customer is a legal entity under public law or a special fund under public law, our registered office is the exclusive place of jurisdiction for all disputes arising from the contractual relationship.

9.3. Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.