

General terms and conditions for payment on account with installment payment option (CrowdPay)

1. Basics

These general terms and conditions regulate the legal relationship between you and Crowd Solutions AG, Bellevueweg 42, 6300 Zug as operator of CrowdPay. These terms and conditions are also an integral part of any specific legal relationships between you and Crowd Solutions AG. By using CrowdPay you confirm that you have read and understood these terms and conditions and that you agree to them.

2. CrowdPay target group

The CrowdPay offer is aimed exclusively at people from the age of 20 with regular income from permanent employment or self-employment residing in Switzerland and Lichtenstein.

For companies, section 14 of these general terms and conditions shall apply in addition. CrowdPay is only available to legal entities, partnerships and sole proprietorships based in Switzerland or Liechtenstein.

3. Account opening and contractual relationship

Your CrowdPay account (called "account") is opened automatically after the credit check has been completed. CrowdPay reserves the right to refuse to open an account. A reason or basic information is not required. As the account holder, you are fully liable for the payment of all purchases once you have accepted the terms and conditions. The user information must always be kept independent of passwords. The account is personal and non-transferable. CrowdPay accepts no liability for improper handling. CrowdPay reserves the right to lock the account without prior notice in the event of prolonged inactivity. The account can be reactivated at any time by contacting us.

If you have already concluded a CrowdPay credit account contract and your current purchase can be assigned to the existing contractual relationship, the provisions of the CrowdPay credit account contract apply to the current purchase. If there is no credit account contract, the terms and conditions of CrowdPay apply.

4. Basic business

The contract for the purchase of the goods or the provision of the service (basic transaction) is concluded exclusively between you and the seller or provider of the goods or service (stationary trade or online shop, hereinafter: dealer). For this basic transaction apply according to the contractual conditions of the dealer. This is solely responsible for handling the basic business, especially for general customer inquiries. Any discrepancies, complaints and complaints about purchases (goods or services) and claims are to be addressed exclusively to the respective acceptance point.

5. Payment of the purchase with CrowdPay

Crowd Solutions AG, in cooperation with the respective retailer, offers the payment method "purchase on account" with the product CrowdPay as an external payment service provider. If you choose the payment method "purchase on account", you conclude the CrowdPay contract with Crowd Solutions AG and the trader transfers his claim from the underlying transaction to Crowd Solutions AG. You undertake to pay the purchase amount as well as the fees and, if applicable, interest to Crowd Solutions AG in accordance with the table of fees in accordance with the present conditions.

6. Payment obligation, billing mode and payment conditions

You undertake to pay all claims resulting from CrowdPay purchases from integrated retailers, plus any interest and fees. In principle, Crowd Solutions AG decides at its own discretion or in consultation with the respective retailer whether you will receive the invoice as an attachment to the shipment of goods or to your residential (postal) or email address (electronic) specified during the ordering process.

In particular if the submitted email address is incorrect, incomplete or invalid, Crowd Solutions AG can send the CrowdPay invoice at any time by separate mail. If you have already made purchases using CrowdPay, all purchase amounts will be summarized on one invoice. The CrowdPay bill has no novelty effect.

You have two options for paying the invoice:

1. You usually pay the entire outstanding amount on receipt of the invoice, at the latest by the specified payment deadline. If the entire invoice amount is paid on time, Crowd Solutions AG waives the annual interest rate (according to the table of fees) for the amount invoiced from the date of purchase.

2. You usually pay part of the outstanding amount on receipt of the invoice, at the latest by the specified payment deadline. The minimum amount is noted on the invoice and listed in the left payment slip. Crowd Solutions AG can set the minimum amount at any time at its own discretion. If this partial payment option is used, we charge an annual interest and administration fees according to the fee table.

When making payments at the post office counter, the recipient's corresponding postage will be charged to 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 any interest is not paid in full on time, you will automatically be in default from the due date of the invoice. In this case, you will be charged on the entire outstanding amount from the date of purchase of the annual interest according to the fee table as default interest as well as reminder fees per payment reminder according to the fee table. In addition to paying the open invoice amount, including the fees that have accrued in the meantime, you are also obliged to reimburse all costs incurred due to the delay in payment. (Partial-) payments are taken into account in the further interest calculation from the time they are posted and are initially offset against outstanding fee and interest claims. For the creation of a copy of the invoice, you will be charged a flat rate for each invoice according to the fee table. The invoice is considered accepted if it is not objected to in writing within 10 days of receipt. Crowd Solutions AG is entitled to adjust the interest and conditions at any time for the future with a written notice (e.g. on the occasion of an invoice delivery).

7. Withdrawal from the underlying transaction

If the contract between you and the dealer (underlying transaction) is canceled or reversed within 30 days of the conclusion of the contract, e.g. because the purchased goods are defective or the purchased service cannot be provided or obtained, you must inform Crowd Solutions AG immediately. In these cases, Crowd Solutions AG will not charge you any costs if the dealer confirms the cancellation or reversal to Crowd Solutions AG. After 30 days from the conclusion of the contract, Crowd Solutions AG reserves the right to charge you for any costs already incurred.

8. Contract duration and termination

The CrowdPay contract is concluded for an indefinite period. It ends automatically with the payment of the entire outstanding amount within the payment period printed on the invoice or with the conclusion of a CrowdPay credit account contract. Crowd Solutions AG is entitled to terminate the contractual relationship at any time and without giving reasons by writing to you. In this case, the entire outstanding amount must be paid by the printed payment deadline.

9. Involvement of third parties and right of assignment

Crowd Solutions AG has the right to involve third parties to process this contract. Crowd Solutions AG also has the right to transfer this contractual relationship or its claims from this contract in whole or in part to third parties or to assign them to third parties.

10. Data protection regulations

a. Consent use of your data.

The collection, processing and use of personal data takes place within the scope of the CrowdPay services offered and is necessary to enable your request for payment with «purchase on account». By using the CrowdPay payment service, you agree that Crowd Solutions AG will provide your personal data such as first and last name before and/or during the purchase; Address; Date of birth; Gender; E-mail address; landline and mobile phone number, information on payment and order history, such as the number of articles, article number, invoice amount, type of shipment, shipment number and taxes processed in percent. The personal data are used for the purpose of providing the requested services, for checking identity and creditworthiness (this may also include obtaining third-party evaluations, such as credit reporting agencies), for risk management (including fraud prevention), for developing CrowdPay services, for maintaining customer relationships, used for marketing and internal statistics as well as for analysis purposes. Crowd Solutions AG can 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 the services. Address data can be used for credit assessment. Crowd Solutions AG can forward this information to other partner companies, which can also use the information for the purposes described here.

This forwarding does not include information that is transmitted by the mobile phone providers. Finally, Crowd Solutions AG can disclose your data if there is a legal or official obligation, to enforce Crowd Solutions AG rights or to protect other Crowd Solutions AG customers. You finally agree that your data will be used by Crowd Solutions AG for marketing purposes. The following companies can be commissioned contract partners:

- CRIF AG, Hagenholzstrasse 81, CH-8008 Zürich
- Crowd Solutions AG Bellevueweg 42, 6300 Zug
- Lending Services GmbH, Seefeldstr. 62, 8008 Zürich
- Post CH AG, Wankdorfallee 4, CH-3030 Bern

Crowd Solutions AG checks whether your request for payment by invoice can be met taking into account possible default risks or whether a different payment method is offered in consultation with the dealer. For this purpose, Crowd Solutions AG carries out its own identity and credit check. The general creditworthiness and compliance with the terms of payment are decisive for the payment of the invoice. You authorize CrowdPay in connection with the examination of this application and the execution of the contractual agreement to obtain information from third parties, in particular from the Central Office for Credit Information (ZEK) or Information Center for Consumer Credit (IKO). For the aforementioned purposes, release these positions from the business secret. They also authorize the financial institution to notify the requested business of ZEK and IKO and, as well as to notify other bodies if there are corresponding legal obligations. In particular, the type of loan or financing, amount and modalities as well as the personal details of the applicant and any qualified arrears or abuses are reported. You also expressly consent to any data transfer abroad, in the course of processing all activities associated with the application and credit management.

a. Withdrawal of consent

You can withdraw your consent at any time free of charge. Even in the event of a revocation, Crowd Solutions AG remains entitled to process, use or transmit your personal data insofar as this is necessary or legally required for the agreed processing of the payment service or is required by a court or an authority.

b. Request for information and request for cancellation

You are entitled to receive information about the data stored at Crowd Solutions AG and, if necessary, to correct, block or delete this data. Please write to: Crowd Solutions AG, Data protection officer, Bellevueweg 42, 6300 Zug

11. Notification requirements

If your income or financial situation changes in such a way that the requirements for your creditworthiness no longer exist or if the information given in the account opening process (especially name and address) changes, Crowd Solutions AG must be informed immediately in writing. Messages from Crowd Solutions AG (namely statements and cancellations) are considered valid when they have been sent to the last address you provided.

Alternatively, a legally valid communication via announced

- Email
- Mobile phone number can be transmitted via SMS, WhatsApp message or other recognized communication channels.

Accordingly, you declare your consent if Crowd Solutions AG uses the aforementioned options to contact you. You agree to immediately notify Crowd Solutions AG in writing of any changes to your contact details. Any expenses resulting from a missing report will be charged according to the fee table.

12. Disclaimer of liability

Crowd Solutions AG only undertakes to keep CrowdPay available for use during the availability periods specified by us. Availability is always sought, but Crowd Solutions AG is not obliged to do so. Crowd Solutions AG is not liable for any damage that may result from the fact that a merchant for some reason refuses to accept payment with CrowdPay or for technical or other reasons payment with CrowdPay cannot be carried out. Crowd Solutions AG also rejects any liability if malicious software or similar has been installed on the (internet-enabled) device you use for the basic transaction and the payment process, or if the electronic payment processing should have otherwise caused damage. Finally, Crowd Solutions AG assumes no liability for damage that could possibly result from data misuse, a technical malfunction or use of the Internet connection.

13. General conditions for companies

The aforementioned terms and conditions are also applicable to approved companies, with the exception of specific regulations relating to the rules of the consumer credit law.

You undertake to pay all claims resulting from CrowdPay purchases from integrated retailers plus any interest and fees in accordance with one of the two billing modes below. Crowd Solutions AG decides at its own discretion whether you will receive the invoice at your residential (postal) or email address (electronic) given during the ordering process. In particular if the submitted email address is incorrect, incomplete or invalid, Crowd Solutions AG can send the CrowdPay invoice by post at any time. If you have already made purchases using CrowdPay, all purchase amounts will be summarized on a CrowdPay invoice. This allows you to have an overall view of the outstanding amount. The CrowdPay bill has no novelty effect. You have two options for paying the CrowdPay invoice:

1. You usually pay the entire outstanding amount on receipt, at the latest by the specified payment deadline. If the entire invoice amount is paid on time, CrowdPay does not charge the annual interest (according to the table of fees) for the amount invoiced from the date of purchase.
2. You usually pay part of the outstanding amount on receipt, at the latest by the specified payment deadline. The minimum amount is noted on the invoice and listed in the payment slip. Crowd Solutions AG can set the minimum amount at any time at its own discretion. If this partial payment option is used, we charge an annual interest rate according to the fee table.

14. Prohibition of offsetting

You are not entitled to offset any counterclaims with claims of Crowd Solutions AG against you.

15. Severability clause

Should individual provisions of these usage provisions be wholly or partially void and/or ineffective, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected. The invalid and/or ineffective provisions will be replaced by those that come economically as close as possible to the meaning and purpose of the invalid and/or ineffective provisions. The same applies to any other contracts in writing between Crowd Solutions AG and the user.

16. Changes to the general terms and conditions

CrowdPay reserves the right to change the general terms and conditions at any time. Changes to the general terms and conditions will be sent to all users via email 14 days before they come into effect. If there is no written objection within 10 days, the new general terms and conditions replace the previous ones without replacement. The general terms and conditions come into effect when published on the CrowdPay platform.

17. Final provisions

Swiss law applies to the relationship between Crowd Solutions AG/CrowdPay and a contractual partner/user. The exclusive place of jurisdiction for all legal disputes in connection with the terms of use and the use of CrowdPay is the city of Zug.

18. Disagreements

If there are disagreements or ambiguities in the English version of the terms and conditions, the German version is deemed to be the reference.

Overview of fees and conditions *

Annual fee CrowdPay account	Free of charge
Cash deposits at the post office counter	Flat-rate CHF 5.-
Administration fee per invoice	CHF 2.90
Annual interest for partial payments and late payment	11.9%
Start of interest calculation	Starting from purchase date (if installment option is selected)
Copy of invoice	CHF 10.-
1. Reminder	Free of charge
2. Reminder	CHF 20.-
3. Reminder	CHF 50.-
Initiation of debt enforcement	CHF 80.-
Overpaid invoice fee	Flat-rate CHF 80.- plus external costs
Address and payment research	CHF 20.- per transaction
	CHF 20.- per transaction plus external costs

* Subject to change - Lending is prohibited if it leads to overindebtedness of the consumer.