



General Business Conditions for myPayments

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1 Scope of application

These general business conditions apply to the services offered by SIX Payment Services Ltd (hereinafter "SPS") under the name of "myPayments" and "myAnalytics" (hereinafter jointly referred to as "myPayments services"). They comprise the electronic provision of reimbursement notices, reports and analyses in connection with the acceptance of cashless means of payment.

2 Infrastructure of the Merchant

The Merchant shall be completely responsible for obtaining, operating and maintaining an infrastructure that is suitable for the use of the myPayments services as well as for taking the technical security measures to prevent any misuse of the infrastructure.

3 myPayments Platform of SPS

SPS operates a platform for the purpose of providing the myPayments services (hereinafter "myPayments platform") and supports the latter in technical, organizational and administrative respects.

The Merchant shall have no right to the myPayments platform being available at all times and operating without disruption. SPS provides no warranty in this respect. SPS shall be authorized to interrupt, at its equitable discretion, the operation of the myPayments Platform if it deems such an interruption to be necessary for material reasons, for example system adjustments and updates, disruptions, risk of misuse.

SPS is entitled to change the content of the myPayments platform at any time. For example, it is permitted to add or remove functions or services.

4 Prices and payment modalities

4.1 Prices

The portion of myPayments services offered under the name "myPayments Classic" is available free of charge to the Merchant for use.

The use of the portion of myPayments services offered under the name "myAnalytics" (hereinafter "myAnalytics") is subject to a fee. The fees stipulated in the "Supplemental agreement myAnalytics" shall apply; these are exclusive of value added tax.

4.2 Royalties

The recurring fees owed for the use of fee-based myPayments services (e.g. myAnalytics) shall be invoiced on an annual basis in advance. The first fees are due for the month after activation.

Any royalties due shall be offset with the reimbursements arising out of the fulfilment of the existing agreements for the acceptance of cashless means of payment (hereinafter "acceptance agreements"). SPS shall notify the Merchant of the offsetting date on the invoice issued and account for the offsetting on the reimbursement notice.

In the event of a termination by the Merchant and in the event of premature termination of agreements regarding the use of the myPayments platform due to a dissolution of the underlying acceptance agreements, there shall be no entitlement to any reimbursement of fees already paid.

5 Integration and use

5.1 Generalities

The Merchant accesses the myPayments platform over the Internet. SPS assumes no responsibility for the security of the data transmitted.

SPS reserves the right to delete user accounts that have not been used for a 12-month period.

5.2 Access rights

The Merchant must specify vis-à-vis SPS the individuals to be given access rights to the administration area of the myPayments platform. The personalized login credentials (hereinafter "login credentials") provided by SPS entitle them to make changes to the services purchased and to the configuration on behalf of the Merchant.

The Merchant is responsible for ensuring that the login credentials are adequately protected against access by unauthorized third parties. Furthermore, the passwords shall be changed on a regular basis. Any party that identifies itself to SPS using the login credentials, shall be considered as having been authorized by the Merchant to use the myPayments platform. SPS only verifies the login credentials; no further authentication is carried out.

If there are grounds to suspect that unauthorized third parties have gained access to the login credentials, the Merchant must ask SPS immediately to block the login credentials. The Merchant shall be liable for any actions taken by third parties using the login credentials as it is for its own actions.

5.3 Rights of use and copyrights

During the term of the contract, SPS grants the Merchant a non-exclusive, temporally and geographically unlimited right to use the myPayments platform. The usage right may be transferred to affiliated companies of the Merchant or to third parties only with SPS' prior written consent.

The myPayments platform is protected by copyright and may only be used as intended. Any copying, alteration or tampering is prohibited.

If the provisions of this section are infringed, all usage rights shall expire.

6 Obligations of the Merchant

6.1 Claims for outstanding data

Electronic reimbursement notices, reports and analyses (hereinafter "data") are considered to be delivered on the day in which they are made available to the Merchant on the myPayments platform. The corresponding terms, in particular the period for objections in relation to the reimbursement notice, start to apply from the provision of the data.

If electronic provision of the data fails, then any complaint must be submitted by the Merchant in writing and within 10 days of the agreed delivery date.

6.2 Data archiving

The Merchant can access the data stored on the myPayments platform for a period of at least 6 months. However, SPS assumes no responsibility regarding the authenticity and immutability of data when downloaded, recorded or stored by the Merchant.

SPS does not archive the data made available on behalf of the Merchant. It lays in the Merchant's responsibility, where required, to archive the data available within the aforementioned term, although SPS cannot warrant that data furnished in electronic form will be eligible as proof. In particular, the content, recording and storage of reimbursement notices within the scope of any legal provisions is the sole responsibility of the Merchant.

6.3 Use of data

The Merchant is obliged to use the data provided only as contractually agreed or permitted by law. In particular, and with regard to the data and any part thereof, the Merchant is prohibited from changing, copying, making accessible for a fee or free of charge, or from making other commercial use of it outside of the company.

7 Data protection

The Contracting Parties are obliged to comply with the provisions of the respectively applicable data protection act.

Data provided by SPS within the scope of myAnalytics that extends beyond the transaction data of the relevant Merchant relates to statistical analyses of transaction data. This data is made fully anonymous for processing. It is not possible to draw conclusions as to the individuals or companies concerned.



8 Disclaimer

SPS assumes no responsibility whatsoever for the quality or accuracy of the data delivered.

9 Duration and termination

9.1 Duration

Agreements regarding the use of the myPayments platform are concluded for an indefinite period. In any case, the myPayments services can only be rendered as long as acceptance agreements are in force between the Merchant and SPS.

Unless expressly stipulated otherwise in the supplemental agreement, a minimum contract duration of 12 months comes into force upon conclusion of a "Supplemental agreement myAnalytics". Upon expiry of this minimum contract duration, all agreements regarding the use of the myPayments platform shall automatically be extended for an additional 12 months provided the "Supplemental Agreement myAnalytics" continues to be in force.

If the Merchant agrees to the activation of a fee-based extension, the minimum contract duration of 12 months shall start anew.

9.2 Termination

Agreements regarding the use of the myPayments platform may be terminated by the Contracting Parties in writing as per the end of a month, subject to a notice period of 3 months.

If a "Supplemental agreement myAnalytics" is in force, then termination can be submitted for the first time upon expiry of the agreed minimum contract duration. Thereafter, every 12 months, as per the anniversary date of its expiry.

In the event of good cause, SPS shall be entitled to terminate the agreements regarding the use of the myPayments platform with immediate effect.