

Safe-Voucher CH AG

Trading as Neosurf

Terms and Conditions

August 2024

The following Terms & Conditions apply between:

- **"NEOSURF CO"**: meaning the company **Safe-Voucher CH AG**, which issues and manages the products and services of myNeosurf Accounts and Neosurf prepaid vouchers in Switzerland. **Safe-Voucher CH AG** office is at Kolinplatz 8 6300 Zug and is registered in Switzerland under number CHE-291.042.536. **Safe-Voucher CH AG** provides its products and services based on a license as a financial intermediary connected to the self-regulatory organization ("SRO") VQF Verein zur Qualitätssicherung von Finanzdienstleistungen ("VQF"). The SRO VQF has a license from the Swiss Financial Market Supervisory Authority (FINMA) to supervise its members in accordance with the Money Laundering Act.

AND

- **"USER"**: meaning You or the person who owns e-money stored on a Neosurf prepaid voucher or a myNeosurf Account.

Warning

If you do not agree with the following Terms & Conditions, please disconnect from our website or our App and refrain from buying a Neosurf prepaid voucher. In the case you already purchased a Neosurf prepaid voucher you may ask for a refund according to Article 9 hereinafter.

The original version of these Terms and Conditions has been created in the English language and provided to you. In cases where we have provided a translation of these Terms and Conditions to you, you agree that such translation is provided for your convenience only and that the English language version of these Terms and Conditions will govern your relationship with us. In the event that a translation of the English language version of these Terms and conditions is misinterpreted, the English language version takes precedence.

ARTICLE 1: OBJECT OF THIS CONTRACT

This contract aims to define the conditions for using Neosurf electronic money prepaid vouchers (the "Neosurf Vouchers") and your myNeosurf Account that, for the purpose of describing the payment process and details, are equivalent. The Neosurf Vouchers and your myNeosurf Account store electronic money units representing a claim you hold on the issuer.

ARTICLE 2: DESCRIPTION OF SERVICE

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Neosurf Vouchers are sold by Neosurf CO or by a network of retail outlets authorized by NEOSURF CO. Neosurf Vouchers are sold for face value which must appear on the voucher. Neosurf Vouchers do not have an expiry date. They allow you to make payments on the websites partners of Neosurf CO, using a 10-character PIN, through the online Neosurf payment form. Neosurf Vouchers can also be allowed to credit certain e-money accounts such as myNeosurf Accounts. The User must be: at least 18 years old to buy a Neosurf Voucher and to open a myNeosurf Account; at least 14 years old to use a Neosurf Voucher.

ARTICLE 3: USE OF A NEOSURF VOUCHER

Each Neosurf Voucher has a 10 alphanumeric characters code printed on it. It is by entering this 10-character alphanumeric code on a Neosurf dedicated online form that the User places an order for payment or transfer of funds with its Neosurf Voucher.

You acknowledge that all payment orders passed through entering your Neosurf code will be made by You.

Once a service is subscribed on a website partner of Neosurf CO, you choose to pay by Neosurf and click on the Neosurf logo among the means of payment. A new window will appear under the colors of Neosurf that summarizes:

- The Website you want to pay;
- The service or product type you want to buy (according to the Website);
- The amount you agree to pay.

You are invited to enter the Neosurf Voucher code in 3 white boxes (4 + 3 + 3 characters). It is by entering your Neosurf Voucher code on this page that the User pays the contracted service to the website or transfers funds using its Neosurf Voucher.

The Neosurf Voucher is immediately debited by the amount paid or transferred. You can repeat as many times as you want until exhaustion of the balance of the voucher (or the myNeosurf Account). Neosurf CO may refuse to execute a payment order given by you, for various reasons including the lack of provision or any other cause.

The myNeosurf account is not a bank account, it cannot be used to receive salary, wage or similar payments made to you for paid services carried out by you nor can it be used to receive funds for onward payment into a bank account. In principle refunds are possible only after closing the myNeosurf account and according to Article 9 hereinafter.

ARTICLE 4: CURRENCIES AND FEES

Neosurf Vouchers are sold in Swiss francs (CHF), the currency and legal tender of Switzerland. In case payments are made in a different currency, your Neosurf Voucher will be debited according to the current exchange rate plus an exchange fee. The exchange fee is 2% (3% for the currency ZLOTY).

ARTICLE 5: DUTIES OF NEOSURF CO - Service Availability

Neosurf CO implements all the necessary technical resources to ensure you may use the service for its intended purpose, and to ensure the best access possible to that service. The service can in principle be used 24 hours /24 and 7 days /7. However, the service is available via the Internet and via mobile phone networks, and Neosurf CO does not guarantee continuous availability of service. The service may particularly be interrupted temporarily in case of force majeure, technical difficulties, or other computer-related disruptions and, in

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particular, in the event of a disruption in the communication network used. In addition, you agree that access to or use of the service may temporarily be interrupted because of repair services, maintenance, updating of data or changes implemented by Neosurf CO. In this case the responsibility of Neosurf CO may not be engaged.

ARTICLE 6: LIABILITY OF NEOSURF CO AND THE USER

The responsibility of Neosurf CO towards You may only apply for proven facts affecting you directly. It will cover only direct and proven damages such as defined by law and jurisprudence. Thus, Neosurf CO will not be liable because of third parties, strikes, fraud, disruption of supply sources, computer viruses, machine incidents, hacker attacks, explosions or any other event beyond its control. These events will have the same effect as the force majeure (suspension of contract and possible termination by the parties in the terms and conditions set out below). In case of appeal against Neosurf CO by a third party because of you, you will indemnify Neosurf CO against any demands, claims or convictions. Force majeure includes natural events of particular intensity (for example earthquake, floods, avalanches, etc...), acts of war, terrorism, riots, labour strikes, unforeseen official restrictions, power failures, pandemic diseases, etc... The responsibility of Neosurf CO will not apply in case of force majeure as defined by Swiss case law and Art. 119 CO.

ARTICLE 7: PROOF

It is expressly agreed that any payment order which is subject to validation by entering the code on the Neosurf Voucher is deemed to emanate from you. You acknowledge that validation of such operations by secret code is a proof of your acceptance without reservation unless proven otherwise. You are advised that all transactions you initiate can be recorded in electronic, magnetic or optical support. You expressly agree that the evidence of transactions initiated and / or ordered by you pursuant to this contract is the result of recordings made by Neosurf CO unless proved otherwise.

ARTICLE 8: ASSISTANCE

You may ask for assistance about the use of Neosurf Vouchers by sending an e-mail to support.ch@neosurf.com.

ARTICLE 9: COMPLAINTS AND REIMBURSEMENTS

In case of complaint or claim you may go to « CONTACT » page of www.neosurf.ch website. In order to request the reimbursement of Neosurf Vouchers you must open a myNeosurf Account at www.myneosurf.ch or via the Neosurf App and credit it with your Neosurf Vouchers. Once the account is credited, you can request the refund of the balance by clicking on the link "Refund" and entering your bank details in the form IBAN. For all Refunds a KYC (Know-Your-Customer, e.g. ID Verification) will be systematically requested, which may include proof of identification, proof of address and proof of bank account. If we are unable to verify the documentation, there may be a delay in processing the refund request. If we are unable to establish bank account ownership, we may refuse the refund request.

In case of refund, a management fee of 6% will be applied.

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Disputed payment made by your Neosurf Voucher

For any claim related to a payment made to a merchant with your Neosurf Voucher, you are invited to retrieve your payment details in the tab "Payments History" on www.neosurf.ch and communicate them to the merchant credited. In cases where difficulties would persist you can contact the Neosurf customer relations department by email (support.ch@neosurf.com). All claims related to goods or services purchased or all order cancellation or reimbursement cannot be addressed to Neosurf CO and must be submitted to the corresponding merchant. Only those that relate to a failure, or an error, in executing the payment transaction by Neosurf CO are covered by this Article. If the payment transaction is executed by Neosurf CO with errors due to a failure of Neosurf CO and is not attributable to a third party, force majeure or fault of your own, the operation is cancelled. Any dispute request must be sent by registered letter with acknowledgment of receipt to Neosurf CO within 7 days of receipt of order (address at end of this document). You agree to provide all the necessary elements to determine the circumstances of the transaction.

ARTICLE 10: PERSONAL INFORMATION STORAGE, PROTECTION AND CONFIDENTIALITY

Personal information collected through this contract are binding and can be processed by computer. The information collected will be used to manage this contract, it can also be used by Neosurf CO for commercial prospecting operations. On the personal information collected, you have a right of access and rectification. In addition, you may invoke a right of opposition, including the use of such information for marketing purposes. This right of opposition may be exercised when collecting personal information. To exercise all such rights, (access, rectification, opposition), you can write to:

Safe-Voucher CH AG office at Kolinplatz 8 6300 Zug. If you wish to close your account, you may do so by notifying us in writing to **Safe-Voucher CH AG** (address in this Article).

Neosurf CO is bound by professional confidentiality. However, this confidentiality may be lifted in accordance with the legislation in force, under a prudential regulatory and legal obligation, including at the request of regulators, tax authorities or customs, as well as that of Judge Criminal established by the Swiss Criminal Code or in case of requisition court notified Neosurf CO. Notwithstanding the foregoing, you have the power to relieve Neosurf CO of privilege, stating in writing the authorized third parties to receive confidential information about you. Thus, you expressly authorize Neosurf CO to disclose any relevant information about you to any person whose intervention is necessary for the performance of services under this contract or that would be attached later. Persons so affected are Neosurf CO group companies and service providers with which it is operating in a contractual relationship for execution of transactions and services provided that such third-party recipients of personal data are subject to regulation ensuring an adequate level of protection as defined by local law. The list of third-party recipients of information covered by professional privilege is available on request from the Compliance Officer of Neosurf CO:

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To the attention of the Compliance Officer

Address: Kolinplatz 8 6300 Zug.

ARTICLE 11: DUTY OF SURVEILLANCE

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Pursuant to the Anti-Money Laundering Act with regard to the Combating of Money Laundering and Financing of Terrorism, Neosurf CO may be required to implement surveillance systems whose purpose is the fight against money laundering and terrorist financing. You acknowledge that it may terminate at any time or postpone the execution of an operation. The operation may not be performed in case of refusal by you to transmit the information required by Neosurf CO, without this may lead to the questioning of Neosurf CO responsibility.

You hereby certify that all payments you will make will be for the purchase of a good or service through the site of a merchant, client of Neosurf CO.

ARTICLE12: LIMITS AND DUE DILIGENCE REQUIREMENTS

Pursuant to any relevant regulation and specifically to the Anti-Money Laundering Act with regard to the Combating of Money Laundering and Financing of Terrorism, Neosurf CO may refuse to open an account and block an existing Voucher or myNeosurf Account. In such case, the owner will be entitled to the reimbursement of the balance provided that the requirements set forth in the following paragraphs are fulfilled.

Neosurf Voucher

There is no specific due diligence requirement for natural persons in Switzerland to purchase vouchers. However, the following limits apply:

- CHF 250 maximum value per single Voucher
- Vouchers are non-reloadable and can be used as many times as possible until the balance is exhausted
- The purchase of Vouchers is limited to CHF 1'500 per transaction, per natural person/contracting party, per POS and per day
- No refunds of Vouchers are possible

Refunds are only possible upon opening a myNeosurf Account and uploading required documentation to verify identification..

myNeosurf Account

The User must be resident in Switzerland to open a myNeosurf Account. This must be in the User's name. Only one myNeosurf Account per natural person is allowed per mobile number and email address. Opening another myNeosurf Account for the User or another person is prohibited. In the event of a violation, Neosurf CO expressly reserves the right to immediately block the affected myNeosurf Accounts. By accepting these terms and conditions, the User confirms that he or she is managing the account in his or her own name and for his or her own account, that he or she is the beneficial owner himself or herself and that he or she is not acting as a covert representative for a third party.

Reload Level 1 Account

No specific due diligence requirement but the following items are required from natural person when registering for a reloadable myNeosurf Account: title, first name, surname, date of birth, residential address, nationality, mobile number and email address.

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Limits

Important note: the myNeosurf Account reloading limit is governed by the combination of the spending limits and the balance limit:

- CHF 3'000 maximum balance per myNeosurf Account at any given time
- CHF 1'000 per single transaction
CHF 5'000 per calendar year

Refunds are only possible upon upgrading to an Account that has been verified for your ID.

ID Verified reload level 3 Account

Required information for registration: title, first name, surname, date of birth, residential address, nationality, mobile number, email address, origin of the funds, beneficial owner, copy of a valid ID document (all identification documents which carry a photograph and are issued by a Swiss or foreign authority are acceptable) and a live photograph (selfie).

Natural persons must also upload the following documents to the Neosurf website or the Neosurf App:

- Proof of residential address like utility bill (gas, electricity or water bill) or bank statement dated no more than 3 months old

Neosurf CO has the right to update the Due Diligence requirements and process at any time.

Limits

Important note: myNeosurf Account reloading limit is governed by the combination of the spending limits and the balance limit:

- CHF 3'000 maximum balance per myNeosurf Account at any given time
- CHF 10'000 per month

Refunds of the balance are made exclusively to accounts held with banks licensed in Switzerland or at banks abroad subject to equivalent supervision and which are held in the name of the customer (natural person). Notwithstanding the limitations set forth in Article 3, reimbursements are limited to CHF 10'000 per month.

ARTICLE 13: SEVERABILITY CLAUSE

If any provision of this contract shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the effectiveness of the remaining provisions of this contract.

ARTICLE 14: GOVERNING LAW AND JURISDICTION

This contract is governed by Swiss law. In the absence of agreement, the place of jurisdiction is based on the mandatory statutory provisions. If these do not apply, the exclusive place of jurisdiction is Zug.