

GENERAL TERMS AND CONDITIONS FOR THE HEYLIGHT INSTALLMENT PAYMENT SERVICE

These General Terms and Conditions ("GTC") apply to the installment payment service (the "Installment Payment") provided by the Seller (the "Seller").

"Seller") to the customer (the "Customer") for the payment of the sales price of various goods and/or services.

The Customer acknowledges that payment by installments forms an integral and essential part of the purchase contract for the goods/services offered by the Seller via the online platform (the "Platform") of HeyLight AG, 8 rue du Nant 1207 Geneva, Switzerland ("HEYLIGHT", or the "Assignee").

By deciding to pay by installment, the customer accepts these GTC. The customer also acknowledges HEYLIGHT's data protection information, which is available at the following address: <https://www.heyhighlight.com/ch/en/privacy-policy>.

By accepting these GTC, the Customer acknowledges the assignment by the Seller to HEYLIGHT of the claims arising from the purchase contract for the goods/services, including the principal and ancillary costs, the administration and delivery costs and the default interest agreed between the Dealer and the Customer (the "Assignment").

Based on the assignment, the customer can fulfill his obligations legally and definitively by paying the corresponding amounts only to the assignee (and not to the seller). If the purchase contract with the seller is revoked or terminated for other reasons, so that you no longer owe the seller anything, these GTC shall also expire without further ado. Any installments and/or advance payments already made to HEYLIGHT shall be refunded to you.

The Contract of Sale is concluded exclusively between the Seller and the Customer, HEYLIGHT is not a party to the Contract of Sale. Subject to the provisions of the General Terms and Conditions of the Purchase Agreement, the Seller shall at all times remain responsible for the management of the relationship with the Customer and for any requests that the Customer may make in relation to the Goods (e.g. in relation to the characteristics of the Goods themselves, delivery times, shipping, returns, complaints, withdrawals, objections and credits) or the Services.

The Federal Consumer Credit Act (KKG) is not applicable to the installment payment service.

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1. How installment purchases work

When concluding a purchase contract with a seller via the platform, the customer can opt for the installment payment service.

By opting for the installment payment service, the Customer accepts these T&Cs and agrees to pay HEYLIGHT the full amount of the sales price of the Goods and/or Services, including the principal and incidental costs, administration and delivery costs and late payment charges agreed between the Seller and the Customer (the "Purchase Price"), in several regular installments (each constituting an "Installment"). By accepting the GTC, the Customer also agrees that HEYLIGHT may charge the installments to its credit or debit card (the "Card") via the payment service provider in accordance with the payment plan agreed with the Customer (the "Plan") at the time of checkout on the Platform (the "HEYLIGHT Checkout"). In the case of payment by invoice with QR code, the Customer agrees to the regular sending of these invoices by post (or other instrument) and undertakes to comply with the deadlines agreed at checkout and communicated in the welcome email.

At the HEYLIGHT checkout, the customer selects the type of payment in installments from several options such as card or QR code invoice. The customer does not receive a pre-printed payment slip.

By choosing card payment, the customer agrees to this and authorizes HEIDPAY to pay the monthly instalments (the "monthly installments") from his/her card. The monthly installments are due on the following days of the month: 1st, 8th, 15th and 25th day, provided that the card has been used since the conclusion of the contract.

The purchase contract must have been concluded at least 30 days prior to the expiry of the purchase contract and thereafter on the same date.

If you choose to pay by invoice with QR code, payment of the first installment will be requested either on the 1st, 8th, 15th or 25th day, provided that at least 30 days have elapsed since the conclusion of the purchase contract.

2. Customer portal

In order to facilitate the use of the installment payment service, HEYLIGHT shall provide the customer with a user name and password for access to the customer portal (the "Customer Portal") on the Platform, through which the Customer may at any time (i) monitor the status of its Payment Plan and the installments already paid, (ii) change the Card, (iii) make Prepayments (as defined below) and (iv) view and download the latest version of the GTC, which is also available at any time on the HEYLIGHT website (www.HEYLIGHT.com/en-ch/).

3. Map and identity

The customer confirms that he/she is the holder and beneficiary of his/her card, that the card is registered in his/her name and that he/she will not dispute the debited payments as long as the payments correspond to the payment plan. The Customer is obliged to provide HEYLIGHT with correct and up-to-date personal data.

4. Automatic selection filter

By accepting these GTC, the customer also agrees that some of his/her personal data may be used for the purpose of verifying the customer's solvency and carrying out the necessary checks for the approval or rejection of an installment purchase application.

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anti-fraud checks (the "selection filter") can be used and processed. If the Selection Filter rejects the installment purchase request, the customer must choose an alternative payment method to purchase the desired goods and/or services. With regard to the protection of the customer's personal data, we refer to the data protection information on the HEYLIGHT website (www.heylight.com).

5. Prepayment

The customer can make prepayments at any time by clicking on the "Prepayment" button on the customer portal ("Prepayment"). The amount paid in advance will be deducted from the outstanding balance of the payment plan and the remaining amount due will be automatically adjusted.

6. Refusal of payments or fees due / late payment

If the customer has selected the card as a means of payment for payment in installments and the customer's card issuer refuses to debit a monthly installment, the customer acknowledges and accepts that HEYLIGHT may, at its sole discretion, make new debit attempts, repeating the process once a day.

In the event of non-payment by the agreed due date (default in payment), HEYLIGHT:

- (i) automatically send reminders by post and/or SMS in the event of late payment;
- (ii) reserves the right to contact and transfer the customer's data and details of the amounts due and unpaid in connection with the payment plan to an external service company for dunning activities ("dunning office");
- (iii) reserves the right, at its own discretion, to forward the customer's data and details of the amounts due and unpaid in connection with the installment purchase to a collection agency ("Collection Agency").

If the Customer is in arrears with four or more monthly installments and if these unpaid installments account for at least 10% of the outstanding purchase price, HEYLIGHT may exercise the assigned right agreed in the purchase contract to demand immediate payment of the entire outstanding amount plus default interest and any attorney's fees.

7. Late payment penalties for late payment and administrative costs as agreed in the purchase contract

In the event of a delay in payment, the customer acknowledges and accepts that he is entitled to the following rights set out in the purchase contract

agreed and assigned to HEYLIGHT:

- (i) 0 CHF for the first reminder by telephone, post or text message;
- (ii) CHF 0 for the second reminder by phone call, post or SMS;
- (iii) CHF 15 for the third reminder by phone call, e-mail or SMS;
- (iv) CHF 30 for the fourth reminder by phone call, e-mail or text message.

If the customer is more than 59 days in arrears, the customer shall also be charged the following costs agreed in the purchase contract and assigned to HEYLIGHT:

- (i) Costs for the transfer to a debt collection agency up to 6% of the claim amount, with a minimum contribution of CHF 30;
- (ii) additional costs in accordance with the Inkasso Suisse fee schedule.

HEYLIGHT reserves the right to grant the customer's request to change the payment date of the installments.

8. Liability

The seller is and remains exclusively liable to the customer for all obligations arising from the purchase contract.

9. Miscellaneous

The Customer agrees, acknowledges and accepts that HEYLIGHT is entitled to communicate directly or through professional providers, including domestic and foreign providers (e.g. debt collection agencies), and to remind and demand payment from the Customer by post and/or SMS (or otherwise if the Customer does not respond to the reminder by post and/or SMS) for a period of five (5) years from the first payment or, in the case of payment by invoice with QR code, from the date of the purchase contract.

Should any provision of these GTC prove to be invalid and ineffective for any reason, it shall be replaced by a provision whose legal and economic effect comes closest to that of the invalid provision. The remaining GTC shall remain in force.

These GTC are subject to Swiss law. The courts at the customer's place of residence in Switzerland shall have jurisdiction and responsibility for disputes arising from or in connection with these GTC, in particular regarding the conclusion, validity, amendment, termination or rescission of these GTC.

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CONDITIONS GÉNÉRALES DU SERVICE DE PAIEMENT DIFFÉRÉ HEYLIGHT

Les présentes conditions générales (" CG ") s'appliquent au service de paiement différé (le " Paiement Différé ") accordé par le vendeur (le " Vendeur ") au client (le " Client ") pour le paiement du prix de vente de divers biens et/ou services.

Le Client reconnaît que le Paiement Différé fait partie intégrante et substantielle du contrat de vente du bien/service proposé par le Vendeur via la plateforme en ligne (la " Plateforme ") de HeyLight AG, 8 rue du Nant 1207 Genève, Suisse (" HEYLIGHT ", ou le " Cessionnaire ").

En choisissant de payer par Paiement Différé, le Client accepte ces CG. Le Client prend également connaissance de la notice de confidentialité de HEYLIGHT, disponible à l'adresse suivante : <https://www.heyhighlight.com/ch/en/privacy-policy>.

En acceptant les présentes CG, le Client prend connaissance de la cession par le Vendeur à HEYLIGHT des créances résultant du contrat de vente des biens/services, y compris les frais principaux et accessoires, les frais d'administration et de livraison ainsi que les frais de retard de paiement convenus entre le Marchand et le Client (la " Cession ").

En raison de la Cession, le Client peut valablement et irrévocablement remplir ses obligations en payant les montants dus uniquement au Cessionnaire (et non au Vendeur). Si le contrat de vente avec le Vendeur est annulé ou résilié pour d'autres motifs, de sorte que vous n'avez plus de dette envers le Vendeur, les présentes CG deviendront également aussitôt caduques. Any payments and/or payments already made to HEYLIGHT will be refunded to you.

Le Contrat de vente est conclu exclusivement entre le Vendeur et le Client, HEYLIGHT n'étant pas partie au contrat de vente. Sous réserve des dispositions des conditions générales du contrat de vente, le Vendeur reste responsable, à tout moment, de la gestion de la relation commerciale avec le Client et en cas de demandes que ce dernier pourrait formuler concernant les biens (par exemple, concernant les caractéristiques des biens eux-mêmes, l'expédition, les délais de livraison, retours, réclamations, annulations, objections et notes de crédit) ou les services.

La loi fédérale sur le crédit à la consommation (FLCC) n'est pas applicable au service de Paiement Différé.

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1. Fonctionnement des paiements fractionnés

Lors de la conclusion d'un contrat de vente avec un Vendeur via la Plateforme, le Client peut opter pour le service de Paiement Différé.

By opting for the Service de Paiement Différé, the Client accepts the present CG, and undertakes to pay HEYLIGHT the integral part of the price of the goods and/or services sold, including the principal and ancillary costs, les frais de gestion et de livraison ainsi que les frais de retard convenus entre le Vendeur et le Client (le " Prix d'achat "), en plusieurs versements périodiques (chacun d'entre eux constituant un " Versement "). By accepting the CG, the Client also accepts that HEYLIGHT will debit the payment on its credit or debit card (the "Card") through the intermediary of the payment service provider, in accordance with the payment processor agreed with the Client (the "Echéancier") at the time the order is placed on the Platform (the "HEYLIGHT Order"). In the case of a payment made in response to an invoice with a QR code, the Client accepts the periodic delivery of these invoices by courier (or other means), and undertakes to comply with the deadlines agreed during the order and communicated in the registration email.

Lors de la Commande HEYLIGHT, le Client sélectionne le mode de paiement par paiement fractionné parmi plusieurs options telles que la Carte, ou la facturation par code QR. Aucun bordereau de paiement préimprimé ne sera remis au Client.

En choisissant le paiement par Carte, le Client accepte et autorise que HEIDPAY débite les paiements fractionnés (les " Mensualités ") on the client's card. The fees are due on the following days of the month: day 1, day 8, day 15, day 25, provided that at least 30 days have elapsed since the conclusion of the contract of sale, and then on the same date.

En choisissant le paiement donnant lieu à facturation par code QR, le paiement du premier Versement sera demandé soit le jour 1, soit le jour 8, soit le jour 15, soit le jour 25, on condition that at least 30 days have elapsed since the date of conclusion of the contract of sale, for subsequent shipments to the first shipment, payment shall always be requested on the same day of each month.

2. Portail Client

In order to facilitate the use of the Service de Paiement Différé, HEYLIGHT shall provide the Client with a user name and a password for accessing the Client Portal (the "Client Portal") on the Platform, within which the Client may, at any time (i) view the status of its Echéancier as well as the transactions already effected; (ii) procéder au changement de Carte ; (iii) effectuer des Paiements Anticipés (tels que définis que ci-dessous) ; et (iv) consulter et télécharger la version la plus récente des CG qui sont et seront à tout moment également disponibles sur le site internet d'HEYLIGHT (www.heyhighlight.com).

3. Carte et identité

Le Client certifie qu'il est le titulaire et le bénéficiaire de sa Carte, que la Carte est enregistrée à son nom et qu'il ne contestera pas les paiements débités, dès lors que les paiements correspondent à l'Echéancier. Le Client est tenu de fournir à HEYLIGHT des informations personnelles correctes et à jour.

4. Filtre de sélection automatique

By accepting the present CG, the client also accepts that certain of his personal data will be used and processed for the purpose of verifying the client's solvency and carrying out the necessary anti-fraud checks in order to

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approuver ou rejeter une demande de paiement fractionné (le " filtre de sélection "). If the selection filter rejects the fractional payment request, the client must choose another payment method to purchase the goods and/or services requested. En ce qui concerne la protection des données personnelles du Client, veuillez-vous référer à l'avis de confidentialité disponible sur le site web de HEYLIGHT (www.heylight.com).

5. Paiements Anticipés

The Client may, at any time, make payments in advance by clicking on the "Prepayment" button on the Client Portal (the "Payment Anticipated" button). The amount paid in advance will be deducted from the balance of the e-banking account and the remaining amount will be automatically adjusted.

6. Refus de paiement ou frais dus/paiements tardifs

Si le Client a choisi la Carte comme mode de paiement des Mensualités, et si l'émetteur de la Carte du Client refuse de débiter une Mensualité, le Client reconnaît et accepte que HEYLIGHT puisse, à sa seule discrétion, procéder à nouvelles tentatives de débits, en répétant l'opération une fois par jour.

En cas de non-paiement à l'échéance convenue (retard de paiement), HEYLIGHT :

- (i) enverra automatiquement des rappels de retard de paiement par courrier et/ou par message texte (SMS) ;
- (ii) se réserve le droit de faire en sorte que les données du Client et les détails des montants dus et impayés relatifs au Plan de paiement soient contactés et transmis à une société de services externe exerçant une activité de rappel de crédit (" Société de rappel de crédit ") ;
- (iii) se réserve le droit, à sa seule discrétion, de transmettre les données du Client et les détails des montants dus et impayés relatifs au paiement fractionné à une agence de recouvrement de créances (" Agence de recouvrement de créances ").

Si le Client est en retard dans le paiement de quatre Mensualités ou plus et que ces Mensualités impayées représentent au moins 10 % du solde du Prix d'achat, HEYLIGHT peut exercer le droit conformément à la Cession convenue dans le contrat de vente d'exiger le paiement immédiat de la totalité du solde impayé, en plus des pénalités de retard et des frais de justice éventuels.

7. Frais de retard en cas de paiement tardif et frais administratifs tels que convenus dans le contrat de vente

En cas de retard de paiement, le Client reconnaît et accepte que les frais suivants, tels que convenus dans le contrat de vente et attribués à HEYLIGHT, lui seront facturés :

- (i) 0 CHF pour le premier rappel par appel téléphonique, courrier ou SMS ;
- (ii) CHF 0 pour le deuxième rappel par appel téléphonique, courrier ou message texte ;
- (iii) CHF 15 pour le troisième rappel par appel téléphonique, courrier électronique ou message texte ;
- (iv) CHF 30 pour le quatrième rappel par appel, e-mail ou SMS.

Si le Client est en retard de paiement depuis plus de 59 jours, les frais suivants, convenus dans le contrat de vente et attribués à HEYLIGHT, lui seront facturés en sus :

- (i) frais de transfert à une Agence de recouvrement de créances jusqu'à 6% du montant de la créance, dans chaque cas avec une contribution minimale de CHF 30 ;
- (ii) les frais supplémentaires selon le barème d'Inkasso Suisse.

HEYLIGHT se réserve le droit d'accepter la demande du Client de modifier la date de paiement des Mensualités.

8. Responsabilité

Le Vendeur est et reste exclusivement responsable à l'égard des Clients de toutes les obligations découlant du contrat de vente.

9. Miscellaneous

Le Client convient, reconnaît et accepte que HEYLIGHT est en droit de communiquer directement ou par l'intermédiaire d'opérateurs professionnels, y compris nationaux et étrangers (par exemple des Agences de recouvrement de créances) et de rappeler et solliciter le Client par courrier et/ou SMS (ou par d'autres moyens si le Client ne répond pas à la relance par courrier et/ou SMS), pendant une période de cinq (5) ans à compter du paiement initial ou en cas de paiement donnant lieu à facturation par code QR à compter de la date du contrat de vente.

If one of the provisions of the present CG is deemed null and void for any reason whatsoever, it shall be replaced by a provision having a legal and economic effect as similar as possible to that of the provision deemed null. The other provisions of the CG remain in force.

The present CG are governed by Swiss law. Any disputes arising out of or in connection with these CGs, in particular those concerning the conclusion, validity, modification, rescission or annulment of these CGs, shall be subject to the jurisdiction and competence of the courts of the Client's domicile in Switzerland.

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TERMINI E CONDIZIONI GENERALI DEL SERVIZIO DI DILAZIONE DI PAGAMENTO HEYLIGHT

Le presenti Condizioni Generali ("CG") si applicano al Servizio di Dilazione di Pagamento (il "Pagamento Dilazonato") concesso dal venditore (il "Venditore/i") al cliente (il "Cliente/i") per il pagamento del prezzo di vendita di vari beni e/o servizi.

Il Cliente riconosce che il Pagamento Dilazonato costituisce parte integrante e sostanziale del Contratto di Vendita del bene/servizio offerto dal Venditore attraverso la piattaforma online (la "Piattaforma") di HeyLight AG, 8 rue du Nant 1207 Ginevra, Svizzera ("HEYLIGHT", "HEYLIGHT" o "il Cessionario").

Scegliendo di pagare tramite Pagamento Dilazonato, il Cliente accetta le presenti CG. Il Cliente prende inoltre atto dell'Informativa sulla Privacy di HEYLIGHT, disponibile al seguente indirizzo: <https://www.heyhighlight.com/ch/en/privacy-policy>.

Accettando le presenti CG, il Cliente prende atto della cessione da parte del Venditore a HEYLIGHT dei crediti derivanti dal Contratto di Vendita dei beni/servizi, compresi i costi principali e accessori, i costi amministrativi e di consegna, nonché i costi per il ritardato pagamento concordati tra l'Esercente e il Cliente (la "Cessione").

In virtù della Cessione, il Cliente può validamente e definitivamente adempiere ai propri obblighi pagando i rispettivi importi solo al Cessionario (e non al Venditore). Se il Contratto di Vendita con il Venditore viene annullato o risolto per altri motivi, così da non essere più in debito nei confronti del Venditore, anche le presenti CG decadranno senza ulteriore indugio. Any rates and / or advances already paid to HEYLIGHT shall be refunded to the Customer.

Il Contratto di Vendita è concluso esclusivamente tra il Venditore e il Cliente, HEYLIGHT non è parte del Contratto di Vendita. Fatto salvo quanto previsto dalle Condizioni Generali del Contratto di Vendita, il Venditore rimane sempre responsabile della gestione del rapporto con il Cliente e di qualsiasi richiesta che quest'ultimo possa avanzare in merito ai beni (ad esempio, in merito alle caratteristiche dei beni stessi, ai tempi di consegna, alla spedizione, ai resi, ai reclami, agli annullamenti, alle contestazioni e alle note di credito) o ai servizi.

La Legge federale sul credito al consumo (LCC) non trova applicazione per il Servizio di Dilazione di Pagamento.

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1. Modalità di funzionamento degli acquisti rateali

Al momento della conclusione del Contratto di Vendita con un Venditore tramite la Piattaforma, il Cliente può optare per il Servizio di Dilazione di Pagamento.

Optando per il Servizio di Dilazione di Pagamento, il Cliente accetta le presenti CG e si impegna a pagare a HEYLIGHT l'intero importo del prezzo di vendita dei beni e/o servizi, compresi i costi principali e accessori, i costi amministrativi e di consegna, nonché i costi per il ritardato pagamento concordati tra il Venditore e il Cliente (il "Prezzo d'acquisto"), in più rate periodiche (ciascuna delle quali costituisce una "Rata"). Accettando le CG, il Cliente presta inoltre il proprio consenso a che HEYLIGHT addebiti le Rate sulla sua carta di credito o di debito (la "Carta") tramite il fornitore di servizi di pagamento, secondo il piano di pagamento definito con il Cliente (il "Piano") al momento del checkout sulla Piattaforma (il "Checkout HEYLIGHT"). In caso di pagamento tramite fattura con QR Code, il Cliente accetta l'invio periodico di tali fatture per e-mail (o altro strumento), impegnandosi a rispettare le scadenze concordate in fase di checkout e comunicate nell'e-mail di benvenuto.

Al momento del Checkout HEYLIGHT, il Cliente seleziona il metodo di pagamento delle Rate tra diverse opzioni, come la Carta o la fattura con codice QR. Al Cliente non viene emessa una distinta di pagamento prestampata.

Scegliendo il pagamento con Carta, il Cliente accetta e autorizza che HEIDPAY addebiti le Rate (le "Rate mensili") sulla Carta del Cliente. Le Rate mensili sono dovute nei seguenti giorni del mese: 1° giorno, 8° giorno, 15° giorno, 25° giorno, a condizione che siano trascorsi almeno 30 giorni dalla conclusione del Contratto di Vendita; successivamente saranno dovute con le medesime cadenze.

Scegliendo il pagamento tramite fattura con QR Code, il pagamento della prima rata sarà richiesto il 1° giorno, 8° giorno, 15° giorno, 25° giorno, a condizione che siano trascorsi almeno 30 giorni dalla data di conclusione del Contratto di Vendita; per le Rate successive alla prima, il pagamento sarà richiesto sempre lo stesso giorno di ogni mese.

2. Portale Clienti

Al fine di rendere più agevole l'utilizzo del Servizio di Dilazione di Pagamento, HEYLIGHT fornisce al Cliente un nome utente e una password per accedere al Portale Clienti (il "Portale Clienti") sulla Piattaforma, all'interno del quale il Cliente può, in qualsiasi momento (i) monitorare lo stato del suo Piano di Pagamento nonché le Rate già pagate; (ii) procedere alla modifica della Carta; (iii) effettuare pagamenti anticipati (come definiti di seguito); e (iv) visualizzare e scaricare la versione più aggiornata delle CG che sono e saranno in ogni momento disponibili anche sul sito web di HEYLIGHT (www.heyhighlight.com).

3. Carta e identità

Il Cliente dichiara di essere il titolare e il beneficiario della sua Carta, che la Carta è registrata a suo nome e che non contesterà i pagamenti addebitati, fintanto che questi saranno conformi al Programma. Il Cliente è tenuto a fornire a HEYLIGHT informazioni personali veritiere e aggiornate.

4. Filtro di selezione automatica

Accettando le presenti CG, il Cliente accetta, inoltre, che alcuni dei suoi dati personali possano essere utilizzati e trattati allo scopo di verificare la solvibilità del Cliente e di effettuare i controlli antifrode necessari per approvare o respingere una richiesta di acquisto rateale (il "Filtro di Selezione"). Se il filtro di selezione rifiuta la richiesta di acquisto rateale, il Cliente deve selezionare un metodo di pagamento alternativo per acquistare i beni e/o i servizi desiderati. Per quanto riguarda la

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protezione dei dati personali del Cliente, si rinvia all'Informativa sulla Privacy disponibile sul sito web di HEIDPAY (www.HEYLIGHT.com/it-ch).

5. Pagamento anticipato

Il Cliente può, in qualsiasi momento, effettuare pagamenti anticipati facendo clic sul pulsante "pagamento anticipato" presente sul Portale Clienti ("Pagamento Anticipato"). L'importo pagato in anticipo sarà detratto dal saldo residuo del Piano di Pagamento e l'importo residuo dovuto sarà automaticamente adeguato.

6. Rifiuto di pagamenti o addebiti dovuti/ Ritardi nei pagamenti

Nel caso in cui il Cliente abbia scelto la Carta come metodo di pagamento delle Rate, e l'emittente della Carta del Cliente rifiuti l'addebito mensile di una Rata, il Cliente prende atto e accetta che HEYLIGHT possa, a suo insindacabile giudizio, effettuare nuovi tentativi di addebito, ripetendo l'operazione una volta al giorno.

In caso di mancato pagamento entro la data di scadenza concordata (ritardo nei pagamenti), HEYLIGHT:

(i) invierà automaticamente solleciti di pagamento tardivo per e-mail e/o per messaggio di testo ("SMS");

(ii) si riserva il diritto di far contattare e trasmettere i dati del Cliente e i dettagli degli importi dovuti e non pagati relativi al Piano di Pagamento a una società di servizi esterna per l'attività di recupero ("Società di recupero crediti");

(iii) si riserva il diritto, a sua esclusiva discrezione, di trasmettere i dati del Cliente e i dettagli degli importi dovuti e non pagati relativi all'acquisto rateale a un'agenzia di recupero crediti ("Agenzia di recupero crediti").

Nel caso in cui il Cliente sia in ritardo nel pagamento di quattro o più Rate mensili e tali Rate non pagate rappresentino almeno il 10% del saldo residuo del Prezzo d'Acquisto, HEYLIGHT potrà esercitare il diritto previsto nel Contratto di Vendita di richiedere il pagamento immediato dell'intero importo del saldo residuo, oltre ai costi per il ritardato pagamento e alle eventuali spese legali.

7. Costi per ritardato pagamento e spese amministrative in presenza di ritardi nei pagamenti come concordato nel Contratto di Vendita.

In caso di ritardo nel pagamento, il Cliente prede atto e accetta che verranno addebitate allo stesso, e trasferite a HEYLIGHT, le seguenti spese, come concordato nel Contratto di Vendita:

(i) 0 CHF per il primo sollecito tramite telefonata, e-mail o SMS;

(ii) 0 CHF per il secondo sollecito tramite telefonata, e-mail o SMS;

(iii) CHF 15 per il terzo sollecito tramite telefonata, e-mail o SMS;

(iv) CHF 30 per il quarto sollecito tramite telefonata, e-mail o SMS.

Se il Cliente è in mora per più di 59 giorni, saranno addebitati allo stesso, e trasferiti a HEYLIGHT, i seguenti costi, come concordato nel Contratto di Vendita:

(i) costi, per il trasferimento a una Società di recupero crediti, fino al 6% dell'importo del credito, in ogni caso con un contributo minimo di 30 CHF;

(ii) costi aggiuntivi in base al tariffario di Inkasso Suisse.

HEYLIGHT si riserva il diritto di accettare la richiesta del Cliente di modificare la data di pagamento delle Rate.

8. Responsabilità

Il Venditore è e rimane l'unico responsabile nei confronti dei Clienti per tutti gli obblighi derivanti dal Contratto di Vendita.

9. Varie

Il Cliente conviene, riconosce e accetta il diritto di HEYLIGHT di comunicare direttamente o tramite operatori professionali, anche nazionali ed esteri (ad esempio, agenzie di recupero crediti) con quest'ultimo e di ricordargli e sollecitarlo tramite email e/o SMS (o con altri mezzi se il Cliente non risponde al sollecito tramite email e/o SMS), per un periodo di cinque (5) anni decorrenti dal pagamento iniziale o, in caso di pagamento tramite fattura con codice QR, dalla data del Contratto di Vendita.

Se una qualsiasi disposizione delle presenti CG dovesse risultare invalida e inefficace per qualsiasi motivo, sarà sostituita da una disposizione che abbia l'effetto giuridico e finanziario il più possibile simile a quello della disposizione ritenuta invalida. Le restanti disposizioni delle CG rimarranno in vigore.

Le presenti CG sono disciplinate dalla legge Svizzera. Le controversie derivanti da o connesse alle presenti CG, in particolare quelle relative alla conclusione, alla validità, alla modifica, alla risoluzione o all'annullamento delle presenti CG, saranno soggette alla giurisdizione e alla competenza dei tribunali del luogo di residenza del Cliente in Svizzera.

HeyLight

GENERAL TERMS AND CONDITIONS FOR THE HEYLIGHT DEFERRED PAYMENT SERVICE

These General Terms and Conditions ("GTCs") apply to the Deferred Payment Service (the "Deferred Payment") granted by the seller (the "Seller/s") to the customer (the "Customer/s") for the payment of the sales price of various goods and/or services.

The Customer acknowledges that the Deferred Payment forms an integral and substantial part of the Contract of Sale of the good/service offered by the Seller through the online platform (the "Platform") of HeyLight AG, 8 rue du Nant 1207 Geneva, Switzerland ("HEYLIGHT", or "the Assignee").

By choosing to pay by Deferred Payment, the Customer accepts these GTCs. The Customer further acknowledges the Privacy Notice of HEYLIGHT, which is available at the following address: <https://www.heylight.com/ch/en/privacy-policy>.

By accepting these GTCs, the Customer takes notice of the assignment by the seller to HEYLIGHT of the claims arising from the Contract of Sale of the goods/services, including principal and ancillary costs, administration and delivery costs as well as late payment fees agreed between the Merchant and the Customer (the "Assignment").

By reason of the Assignment, the Customer may validly and definitively fulfill his/her obligations by paying the respective amounts only to the Assignee (and not the Seller). If the Sales Contract with the Seller is revoked or terminated for other reasons so that you do not owe the Seller, these GTCs will also lapse without further ado. Any instalments and/or advance payments already paid to HEYLIGHT will be refunded to you.

The Contract of Sale is concluded exclusively between the Seller and the Customer, HEYLIGHT is not a party to the Contract of Sale. Subject to the provisions of the General Terms and Conditions of the Contract of Sale, the Seller remains responsible, at all times, for the management of the relationship with the Customer and in the event of any requests that the latter may make with regard to the goods (for example, with regard to the characteristics of the goods themselves, delivery times, shipping, returns, complaints, revocations, objections and credit notes) or the services.

The Federal Law on Consumer Credit (FLCC) is not applicable to the Deferred Payment Service.

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1. Operation of Instalment purchases

When concluding a Contract of Sale with a Seller via the Platform, the Customer may opt for the Deferred Payment Service.

By opting for Deferred Payment Service, the Customer accepts these GTCs, and agrees to pay HEYLIGHT the full amount of the sale price of the goods and/or services, including principal and ancillary costs, administration and delivery costs as well as late payment fees agreed between the Seller and the Customer (the "Purchase Price"), in several periodic instalments (each of which constitutes an "Instalment"). By accepting the GTCs, the Customer also agrees that HEYLIGHT will charge the instalments to his/her credit or debit card (the "Card") through the payment service provider, according to the payment plan defined with the Customer (the "Plan") at the time of checkout on the Platform (the "HEYLIGHT Checkout"). In the case of payment by invoice with QR Code, the Customer agrees to the periodic sending of these invoices by mail (or other instrument), committing to respect the deadlines agreed upon during checkout and communicated in the welcome email.

At the HEYLIGHT Checkout, the Customer selects the method of payment of instalments from several options such as Card or QR code invoice. No pre-printed payment slip will be issued to the Customer.

By choosing payment by Card, the Customer agrees and authorizes that HEIDPAY will charge the Instalments (the "Monthly Instalments") to the Customer's Card. The Monthly Instalments are due on the following days of the month: day 1, day 8, day 15, day 25, provided that at least 30 days have elapsed since the conclusion of the Contract of Sale, and thereafter on the same date.

By choosing payment by invoice with QR Code, payment of the first instalment will be requested on either day 1, day 8, day 15, or day 25, provided that at least 30 days have elapsed since the date of conclusion of the Contract of Sale, for instalments subsequent to the first instalment, payment will always be requested on the same day of each month.

2. Customer Portal

In order to facilitate the use of the Deferred Payment Service, HEYLIGHT provides the Customer with a username and password to access the Customer Portal (the "Customer Portal") on the Platform, within which the Customer may, at any time (i) monitor the status of his Payment Plan as well as the Instalments already paid; (ii) proceed to change the Card; (iii) make advance payments (as defined below); and (iv) view and download the most recent version of the GTCs which are and will be at all times also available on the HEYLIGHT website (www.heylight.com).

3. Card and identity

The Customer certifies that he/she is the holder and beneficiary of his/her Card, that the Card is registered in his/her name and that he/she will not contest the payments debited, as long as the payments correspond to the Schedule. The Customer is required to provide HEYLIGHT with correct and up-to-date personal information.

4. Automatic selection filter

By accepting these GTCs, the Customer also accepts that some of his/her personal data may be used and processed for the purpose of verifying the Customer's solvency and performing the anti-fraud checks necessary to approve or reject an instalment purchase request (the "Selection Filter"). If the Selection Filter rejects the Instalment Purchase request, the

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Customer must select an alternative payment method to purchase the desired goods and/or services. With regard to the protection of the Customer's personal data, please refer to the Privacy Notice available on the HEIDPAY website (www.heylight.com).

5. Advance payment

The Customer may, at any time, make advance payments by clicking on the "prepayment" button on the Customer Portal ("Advance Payment"). The amount paid in advance will be deducted from the outstanding balance of the Payment Plan and the remaining amount due will be automatically adjusted.

6. Refusal of payments or charges due/ late payments

If the Customer has chosen the Card as the method of payment of Instalments, and if the issuer of the Customer's Card refuses to charge a monthly Instalment, the Customer acknowledges and accepts that HEYLIGHT may, at its sole discretion, make new charge attempts, repeating the operation once a day.

In case of non-payment by the agreed due date (late payment), HEYLIGHT:

(i) will automatically send reminders of late payment by mail and/or text message (SMS);

(ii) reserves the right to have the Customer's data and details of the amounts due and unpaid relating to the Payment Plan contacted and transmitted to an external service company for reminder activity ("Credit Reminder Company");

(iii) reserves the right, at its sole discretion, to forward the Customer's data and details of the amounts due and unpaid relating to the Instalment purchase to a debt collection agency ("Debt Collection Agency").

If the Customer is in arrears on four or more monthly Instalments and such unpaid Instalments amount represent at least 10% of the outstanding balance of the Purchase Price, HEYLIGHT may exercise the assigned right agreed in the Contract of Sale to require immediate payment of the full amount of the outstanding balance in addition to late fees and any legal fees.

7. Lates fees in case of late payment and administration costs as agreed in the Contract of Sale

In the event of a late payment, the Customer acknowledges and accepts that he/she will be charged the following fees as agreed in the Contract of Sale and assigned to HEYLIGHT:

(i) 0 CHF for the first reminder by phone call or mail or text message;

(ii) CHF 0 for the second reminder by call or mail or text message;

(iii) CHF 15 for the third reminder by call or email or text message;

(iv) CHF 30 for the fourth reminder by call or email or text message.

If the Customer is in arrears for more than 59 days, the Customer will additionally be charged the following costs as agreed in the Contract of Sale and assigned to HEYLIGHT:

(i) costs for the transfer to a debt collection agency up to 6% of the amount of the claim, in each case with a minimum contribution of CHF 30;

(ii) additional costs according to the fee schedule of Inkasso Suisse.

HEYLIGHT reserves the right to accept the Customer's request to change the payment date of the Instalments.

8. Liability

The Seller is and shall remain exclusively liable to the Customers for all obligations arising from the Contract of Sale.

9. Various

The Customer agrees, acknowledges and accepts that HEYLIGHT is entitled to communicate directly or through professional operators, including domestic and foreign operators (e.g. debt collection agencies) and to remind and solicit the Customer by mail and/or SMS (or by other means if the Customer does not respond to the reminder by mail and/or SMS), for a period of five (5) years starting from the initial payment or in case of payment by invoice with QR code from the date of the Contract of Sales.

If any provision of these GTCs is found to be invalid and ineffective for any reason whatsoever, it shall be replaced by the provision having the legal and financial effect that is as similar as possible to that of the provision found to be invalid. The remaining GTCs shall remain in force.

These GTCs shall be governed by Swiss law. Disputes arising out of or in connection with these GTCs, in particular those concerning the conclusion, validity, amendment, termination or cancellation of these GTCs, shall be subject to the jurisdiction and competence of the courts of the Customer's place of residence in Switzerland.