

General Terms and Conditions of Purchase by Invoice and Data Protection Provisions

1. Basic principles

- These General Terms and Conditions (GTC) govern the legal relationship between you and MF Group AG (Kornhausstrasse 25, CH-9001 St. Gallen, hereinafter "MF").
- By selecting and using "purchase by invoice" (hereinafter: **Pbl**), you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions.
- Pbl is only available to natural persons who are able to act, have a regular income and are residents of Liechtenstein or Switzerland.**
- The contract for the purchase of the goods or the provision of the service (underlying transaction) exists exclusively between you and the seller of goods respectively provider of the service (e. g. a stationary retailer or online shop, hereinafter both referred to as **Merchant**). The Merchant alone is responsible for processing the underlying transaction, in particular for general customer enquiries (such as those about goods, delivery time and dispatch), returns, complaints, revocations and objections, as well as credit notes. For this reason, the Merchant's contractual terms and conditions apply accordingly to the underlying transaction. **MF is exclusively responsible for enquiries in connection with the Pbl payment.**

2. Paying for a purchase with Pbl

MF offers the payment method Pbl as an external payment service provider in cooperation with the respective Merchant. If you opt for Pbl, the Merchant assigns to MF its claim resulting from the underlying transaction, and you and MF enter into the present contract. By doing so, you undertake to pay MF the purchase amount and any applicable fees as set out in the table of fees pursuant to these Terms and Conditions.

3. Payment obligation, billing mode and payment conditions

You undertake to pay all claims (purchase sum) that arise from Pbl purchases made from involved merchants in accordance with the billing method described below. If you obtain the goods or service in the business premises, you are given the receipt. In the event of forwarding, you can choose if you want the invoice to be sent as a supplement to the shipment of goods, by e-mail (electronically) to the email address you provided during the purchase process or by post. If you opt to have the invoice delivered by email and the email address you enter is inaccurate, incomplete or invalid, MF may send the invoice by post to the supplied residential address. In the case of delivery by post, you will be charged an administration fee in accordance with the Table of Fees.

In each case, the invoice shall have no novating effect.

Upon receiving the invoice, but no later than the deadline for payment, you must pay the relevant claim (purchase sum) as well as any fees that must be paid pursuant to the Table of Fees in full or in the respective instalment amount. No fees or interest shall be charged for payment in instalments. The available instalment model shall be determined after conclusion of the underlying transaction at the latest. This can be a fixed instalment payment model (you pay equal instalments over a fixed period) or a flexible instalment payment model (you pay a percentage of the outstanding amount (minimum amount) determined by MF Group AG each month, or more if you want). The minimum amount to be paid under the flexible instalment model can be adjusted by MF Group AG at any time.

If you choose to make payments at the post office counter, the corresponding postal charges will be passed on to you in the subsequent invoice. If the invoice (including any fees payable) is not paid in full by the due date, you will be in default. In this case, you will be charged the reminder fees and interest on arrears as stated in the table of fees for each payment reminder. In addition, the unpaid invoice amounts you have not paid may be handed over and/or assigned to a debt collection agency in Switzerland or abroad. For the transfer to the collection agency, you will be charged a fee pursuant to the Table of Fees. In the event of arrears, MF may also demand immediate payment of the entire outstanding amount at any time and refuse you further payment with Pbl or reduce the payment period and adjust the instalment amount or switch to the flexible instalment payment model or another MF payment model. Instalment payments shall be taken into account as soon as they are booked and shall initially be credited against outstanding fees and interests.

For the creation of a copy of the invoice on your request, you will be charged a flat rate per invoice pursuant to the table of fees.

If an objection is not made in writing within 10 days of receiving the invoice, it will be assumed accepted.

4. Contract term and termination

The Pbl contract is concluded for an indefinite period. It expires automatically whenever the entire outstanding amount is paid within the time frame specified on the invoice for payment. If you are in default, MF is entitled to terminate the contractual relationship. In this case, the entire outstanding amount must be paid by the payment deadline.

Moreover, MF shall be entitled in the event of fraud or attempted fraud, deception or attempted deception, to rescind the contractual relationship retroactively.

5. Prohibition of offsetting

You are not entitled to offset any counter-claims against claims that MF has against you.

6. Involvement of third parties and right of assignment

MF is entitled to engage third parties for the execution of this contract. MF is also entitled to transfer or assign this contractual relationship or its claims arising from this contract in whole or in part to third parties. If a third party is commissioned with

the collection of arrears, further fees or costs may be incurred in accordance with the fee table of the debt collectors' Association Inkasso Suisse. You shall be required to pay all costs associated with the payment arrears in addition to the outstanding invoice amount, including any fees incurred in the interim.

7. Data protection provisions

You can find the current privacy policy here: terms.mfgroup.ch/agbfiles/Datenschutz_en.pdf

8. Withdrawal from the underlying transaction

If the contract between you and the merchant (underlying transaction) is cancelled or rescinded within 60 days of the contract's conclusion for reasons such as the faulty nature of the purchased items or the impossibility of obtaining the purchased service, you must notify MF right away. If the merchant confirms the cancellation or rescinded transaction to MF, MF will not charge you in these cases. After 60 days from the contract's conclusion, MF reserves the right to charge you for any costs already incurred.

9. Notifications, contact and duty to notify in the event of a change in contact details

Notices from MF shall be deemed to have been validly issued if sent to the last (i) address you have given in writing or alternatively sent via the (ii) email address, mobile phone number you have given via (iii) SMS, via (iv) WhatsApp message or (v) similar messaging application. Accordingly, you consent to MF's use of the aforementioned contact methods for the purpose of contacting you. You agree to notify MF immediately in writing of any changes to your contact details.

10. Changes to Terms and Conditions

You will be informed of any changes to the GTC by notification (e-mail, invoice enclosure, etc.) and/or by other appropriate means. If you continue using Pbl after being informed of the change or if you do not object to it in writing (by email is acceptable) within 20 days of the date of notification, it will be regarded as having been accepted by you.

11. Disclaimer

MF shall only be liable in the event of intent or gross negligence for damages arising from the breach of contractual obligations. The liability of agents shall likewise be limited to intent and gross negligence. Cooperation partners and other third parties that MF brings in to fulfill its obligations vis-a-vis the Merchant shall also be regarded as agents.

12. Applicable law, place of jurisdiction

This legal relationship is governed exclusively by Swiss law. St. Gallen is the place of jurisdiction, unless another location is required by law. MF is entitled to bring proceedings against you in any other court of competent jurisdiction.

13. Table of Fees

Specification	Fee / Costs*
Administration fee per invoice (by e-mail or enclosed with goods dispatch)	free of charge
Administration fee per invoice (by post)	CHF 2.90
PostFinance charges (fee charged by Swiss Post for cash in payments at the post office counter if you choose this option)	According to current postal tariff**
Invoice copy (if requested by you)	CHF 10.-
Address or payment investigation	CHF 16.- + third-party costs incurred
Additional manual tasks due to customer's fault	at cost (max. CHF 100.-)
1st reminder	CHF 18.-
2nd reminder	CHF 28.-
3rd reminder	CHF 38.-
Default interest	14.9%
Costs for transfer to debt collection agency	CHF 50.-

In the case of overpaid invoices, a flat rate of CHF 30 per transaction may be charged for remittances and an additional CHF 8 per month may be charged for administrative expenses. Subject to change without notice.

* The indicated fees and costs are maximum amounts. MF reserves the right to deviate from this.

** The current price list for deposit slips applies (<https://www.mfgroup.ch/price-pf>)

St. Gallen, March 2024