

# Terms of use and privacy policy for Saanen Bank TWINT

October 2024 version

## 1. General

### 1.1. Scope of application

SB Saanen Bank AG (hereinafter referred to as the "Bank") is a Swiss corporation headquartered in Saanen. TWINT AG is a Swiss corporation headquartered in Zurich that is independent of the Bank.

The Bank offers private customers with an e-banking contract (hereinafter "customer") its own mobile payment application for iOS and Android under the name "Saanen Bank TWINT" (hereinafter "SBS TWINT").

General information about the Bank as well as further regulatory information and legal notices are published in the latest version on [www.saanenbank.ch/en](http://www.saanenbank.ch/en) and can be viewed at the Bank. Services offered via SBS TWINT include payment functions and value-added services that are described on [www.saanenbank.ch/en/private-clients/twint](http://www.saanenbank.ch/en/private-clients/twint) and in SBS TWINT (hereinafter "Services").

These Terms of Use shall govern the use of SBS TWINT and the services provided via SBS TWINT in addition to the already accepted General Terms and Conditions and any other contractual obligations.

### 1.2. Services

SBS TWINT is a mobile app that allows cashless payments to be made via the TWINT payment system.

SBS TWINT app can be used by customers:

- to make payments between TWINT users ("P2P payment");
- as a payment method in traditional retail stores, at ATMS, online and in apps, provided the merchants or service providers are authorised and accept TWINT as a payment method (hereinafter referred to as "merchants") ("P2M payment");
- to settle bills issued by certain billing parties.

The Bank also offers various added-value services. These include, in particular, the saving or activation of loyalty cards and services in the area of mobile marketing. These added-value services allow customers to receive and manage coupons, stamp cards and other campaigns in SBS TWINT, among other things. Customers may use these services to collect stamps and redeem loyalty rewards, discounts and credits via SBS TWINT.

### 1.3. Technical requirements

SBS TWINT may only be downloaded from an official app store. A smartphone that (i) is equipped with either the iOS or Android operating system and (ii) meets the requirements set out in the respective app store is required.

Use of the payment function and the added-value services

requires an active internet connection.

### 1.4. Registration and identification

In order to use SBS TWINT, customers are obliged to register in SBS TWINT and to provide the requested information. The Bank reserves the right to request further information in order to fulfil regulatory requirements. For security reasons, the telephone number registered will be verified via SMS. By registering using the e-banking contract number and e-banking password, the customer confirms that they are the rightful user of the telephone number and smartphone.

The Bank reserves the right to reject registration attempts without providing a reason or to cancel registrations that have already been completed.

### 1.5. Confidentiality

In principle, the nature of the business relationship and the resulting information (e.g. name, place of residence, transaction details) shall be handled confidentially. Where necessary, information may be disclosed to the payee and other third parties for the purpose of providing services. The duty of confidentiality may be waived in order to safeguard the legitimate interests of the Bank. This shall apply, in particular, in the following cases:

- Acknowledgement of statutory obligations to provide information and meeting regulatory requirements;
- For the collection of receivables of the Bank;
- Legal disputes.

### 1.6. Support

The Bank shall provide customers with a help function via SBS TWINT that offers technical support. The Bank can also call on third parties for the provision of this support. To enable them to perform this task, they may be granted access to relevant data.

### 1.7. Duty of care and other customer obligations

When using SBS TWINT, the following duties of care in particular must be observed by customers:

- Customers must protect their smartphone against unauthorised use or manipulation (e.g. by locking the device or display).
- The code for the use of SBS TWINT and the SMS code used for verification purposes must be kept secret and must not be disclosed to other individuals under any circumstances or stored together with the smartphone.
- The selected code may not be made up of easily ascertainable combinations (mobile number, date of birth, etc.).
- Should damages be suffered, customers must, to the best of their knowledge, contribute to clarifying the case in question and mitigating the damage. In the event of criminal acts, customers must file a complaint to the police.
- If the smartphone is lost, and especially in the case of theft,

the Bank must be informed promptly so that SBS TWINT can be blocked.

- Jailbreaking (the deactivation of the smartphone's security structures for the installation of applications that are not officially available) and the setting up of root access (establishment of access at the system level of the smartphone) are forbidden, as is the installation of apps not available in official app stores, as these make the smartphone more prone to viruses and malware.
- Prior to each payment, the customer must check the payee details in order to prevent incorrect transactions.

Customers are responsible for the use of their smartphone and shall bear all consequences arising from the use of SBS TWINT. In particular, unauthorised actions undertaken by a third party with a customer's SBS TWINT on their smartphone shall be attributed to the customer.

#### **1.8. Private use; misuse**

SBS TWINT may not be used for commercial purposes; in particular, the use of SBS TWINT for receiving P2P payments arising from the processing of commercial sales or the provision of services is not permitted.

If the use of SBS TWINT deviates significantly from normal usage patterns or if there is any indication of behaviour that is illegal or in breach of the agreement, the Bank can encourage customers to use the app in a legally and contractually compliant manner, alter the provision of the service with no compensation or prior notification, terminate the agreement without notice and with no compensation and, where necessary, demand compensation for damages and indemnification against third-party claims. The same shall apply in instances in which customers provide incorrect or incomplete details upon registration.

#### **1.9. Liability**

The Bank shall not be liable for losses or damages incurred through the customer's use of SBS TWINT, especially those losses or damages that:

- are due to transmission errors, technical faults or defects, failures and unauthorised access or interference on the smartphone;
- can be traced back wholly or partially to a breach of these Terms of use or applicable legislation on the part of the customer;
- are due to a fault or error on SBS TWINT or the hardware used;
- are due to faults, interruptions (including for system maintenance work) or overloads of the relevant IT systems or networks;
- are due to payments that are not processed or are processed after a delay;
- relate to added-value services;
- can be traced back to the actions or omissions of a third party (including the Bank's auxiliaries),

unless these losses or damages can be traced back to gross

negligence or wilful misconduct on the part of the Bank. The Bank shall provide compensation for material damages and financial losses of up to a maximum of CHF 3,000 per claim event.

To the extent permitted by law, the Bank shall not accept any liability for secondary damages, lost profits or data losses under any circumstances.

The customer shall reimburse the Bank for damages or losses that are suffered by the Bank as a result of non-compliance with these Terms of use or applicable legislation, erroneous or incomplete information provided by the customer or erroneous or incomplete execution of instructions.

#### **1.10. Communication**

In principle, communication between the Bank and the customer shall take place via SBS TWINT. Where necessary, the Bank may also contact the customer outside of SBS TWINT. Such communication is not necessarily confidential or secure.

#### **1.11. Changes to the Terms of use**

The Bank can make amendments to the Terms of use at any time. Any changes shall be communicated in an appropriate manner. If the customer does not consent to the changes, the customer may no longer use SBS TWINT.

#### **1.12. Reservation of statutory regulations and service restrictions**

Any statutory provisions that govern the operation and use of smartphones, payment systems, the Internet and other dedicated infrastructure shall remain reserved and shall also be applicable to these services from the time that they enter into force.

The use of the services from outside Switzerland may be subject to local legal restrictions or, under certain circumstances, breach foreign legislation. The payment function shall in principle be limited to Swiss territory and may not be utilised abroad.

The Bank reserves the right to change, limit or completely discontinue the offer in SBS TWINT at any time and without prior notification, particularly due to legal requirements, technical problems, for the purposes of preventing misuse, on the orders of the authorities or for security reasons.

The Bank may, at its own discretion and without prior notification, limit or prevent the use of SBS TWINT for individual customers, decline to process payments on time or at all and reject payments into an account, especially where these actions are justified by legal reasons in the view of the Bank or reasons relating to its reputation, or in the event of IT attacks, misuse or suspicion of fraud. Circumstances may arise during the term of the business relationship that may obligate the Bank to block assets, report the business relationship to a responsible authority or terminate the business relationship.

Upon request, customers shall be obligated to provide the Bank with information that it requires to meet its statutory or internal

clarification or reporting obligations.

### **1.13. Intellectual property**

For the duration of the agreement, customers shall receive the non-transferable, non-exclusive right to use SBS TWINT. The content and scope of this right are governed by these Terms of use. All intellectual property rights shall remain with the Bank or the entitled third parties.

### **1.14. Data protection**

With respect to the procurement, processing and use of its customers' personal data, the Bank shall undertake to observe the provisions of Swiss data protection legislation (in particular the Federal Act on Data Protection (FADP) and the Federal Ordinance on Data Protection (FODP)).

The customer expressly agrees that the Bank may involve third parties (e.g. payment service providers) in the provision of its services and that, where necessary, customer data may be disclosed within the framework of such relationships. The Bank undertakes to select, instruct and monitor such service providers in a prudent manner.

The customer expressly agrees that transaction data may be evaluated for marketing and advertising purposes and, as a consequence, the customer's usage patterns may be analysed. This includes data and information regarding the merchant/billing parties, the time, the type and the amount of the transactions completed via SBS TWINT. In addition, the offers that the customer views, activates and redeems shall be recorded and evaluated. The Bank has no knowledge as to the contents of the customer's shopping basket and, accordingly, shall not evaluate such data.

The analysis of usage patterns and any further data is intended to show customers offers and advertisements relating to products and services affiliated with SBS TWINT that may be of interest to the customer. Offers from third parties that are not affiliated with the Bank shall only be shown to the customer if relevant consent has been granted (see section 3.1.1).

Further information on data processing can be found in the Privacy Policy on the Bank's website ([www.saanenbank.ch/en](http://www.saanenbank.ch/en)).

### **1.15. Duration and termination**

The business relationship between customers and the Bank shall be concluded for an indefinite period.

The Bank may terminate the business relationship at any time with immediate effect.

### **1.16. Applicable law and place of jurisdiction**

To the extent permitted by law, all legal relationships between customers and the Bank (including international payments) shall be exclusively subject to Swiss substantive law to the exclusion of conflict-of-law provisions and international treaties.

Subject to the existence of mandatory, statutory provisions to the contrary, the sole place of jurisdiction and place of performance shall be Saanen. Saanen is also the place of enforcement for customers domiciled outside of Switzerland.

## **2. Payment functions**

### **2.1. Limits**

Customers can view the applicable limits directly in SBS TWINT.

The Bank reserves the right to decrease or increase these limits or introduce additional limits at any time, particularly for regulatory or security reasons.

### **2.2. Paying with TWINT**

Customers may make cashless payments using their smartphone at appropriately equipped shop cash registers, at ATMs, online, in other apps, by saving TWINT as a payment method for selected merchants, for added-value services, to billing parties and to other TWINT users in accordance with applicable limits.

Upon making a payment, the relevant payment amount shall be deducted directly from the linked bank account. The available account balance must at least be equal to the transaction amount.

Customers may select the amount at which a payment should only be completed following explicit confirmation in the SBS TWINT settings. These limits may be amended at any time. This does not apply to payments – and recurring payments (subscriptions) – to merchants and billing parties for whom TWINT has been saved as a payment method and where the payments (irrespective of the amount) are made at a flat rate. In such cases, the payment is executed automatically in accordance with the process defined by the merchant in question.

Upon saving TWINT as a payment method, the customer authorises a merchant or billing party to debit the relevant amount directly from their SBS TWINT the need for individual debits to be authorised. These can also be recurring transactions, e.g. subscriptions. Saving this TWINT payment method requires registration with the merchant or billing party, whereby no distinction is made between authorisation for a one-off transaction and for recurring transactions, e.g. subscriptions. Authorisation of this kind can be revoked in SBS TWINT at any time. Expired or deactivated registrations can only be renewed through the merchant or billing party.

By making a payment using the pre-authorisation function, the customer authorises a merchant to effect a later debit (irrespective of the amount). The actual amount is not fixed at the time of pre-authorisation and is only confirmed definitively once the service has been procured. These may be, for example, transactions at self-service petrol stations, where the actual amount is only certain once the fuel has been purchased.

Bill payments shall be processed by the TWINT payment system with a time delay of up to one week. The customer shall be responsible for ensuring that the payment is sent to the billing party

## SB Saanen Bank AG

CH-3792 Saanen  
tel 033 748 46 46  
fax 033 748 46 56  
www.saanenbank.ch



by the due date. Under no circumstances whatsoever can a transaction be reversed. In the event of complaints, customers must come to an agreement directly with the respective merchant. For P2P payments to other TWINT users, the customer may send additional messages and/or images together with funds. Customers are not permitted to send messages or images with offensive or illegal content via TWINT or to harass other TWINT users using this function.

### 2.3. Debiting payments

Customers shall acknowledge all P2M, P2P and bill payments that have been made using SBS TWINT on their smartphone and registered as a payment by the TWINT payment system, even when these payments were made without their consent.

### 2.4. Charges and third-party fees

The installation of SBS TWINT and the use of the associated basic functions shall, in principle, be free of charge. Customers shall be made aware of any fees that may be incurred for additional services in advance in SBS TWINT.

For P2M and bill payments and the use of added-value services, the Bank shall, in some circumstances, receive remuneration from third parties. Such fees allow the Bank to essentially offer the use of SBS TWINT free of charge. The customer shall not be entitled to a refund of any third-party fees that the Bank has received in the past and may receive in the future.

## 3. Added-value services

### 3.1. "Mobile marketing campaigns"

#### 3.1.1. Presentation of campaigns

The Bank may present customers with notifications (e.g. information about SBS TWINT or advertising), coupons, stamp cards and other campaigns (hereinafter referred to as "campaigns") in SBS TWINT, where they can be seen, managed and redeemed.

Here, a differentiation is made between the following campaign types:

- Campaigns by the Bank on its own behalf or together with a third-party provider (hereinafter "SBS campaigns")
- Campaigns launched by TWINT AG or the TWINT payment system (hereinafter referred to as "TWINT campaigns")
- TWINT AG campaigns launched together with a third-party provider (hereinafter referred to as "TWINT added-value campaigns")
- Campaigns launched by a third-party provider (hereinafter referred to as "third-party-provider campaigns").

Unlike SBS campaigns, TWINT campaigns and TWINT added-value campaigns, the presentation, notification, management and redemption of third-party-provider campaigns require the customer to provide express consent by activating them in SBS TWINT. Upon activation, the customer also expressly agrees that the Bank may analyse further data for the purposes of personalised campaign presentations. This consent can be revoked in SBS TWINT at any time. Should customers opt to

revoke their consent, they shall no longer be presented with third-party-provider campaigns and all activated third-party-provider campaigns shall be permanently deleted. As such, customers shall also no longer be able to take advantage of any associated discounts and benefits.

Campaigns may set out specific conditions of participation. Upon activation or redemption of a corresponding campaign, the conditions of participation are deemed to have been accepted.

#### 3.1.2. Period of validity of campaigns

Campaigns are only valid for the period of time displayed in SBS TWINT.

Certain campaigns must be activated in advance in SBS TWINT before the relevant offers can be redeemed. Such cases shall be noted accordingly as part of the respective campaign. Activated campaigns may be deactivated by TWINT AG if the associated offers are not redeemed within a certain period of time.

It shall be possible for customers to redeem other campaign offers without activating them in advance in SBS TWINT. Many campaigns may only be redeemed upon making a payment with SBS TWINT.

The activation of a campaign or the receipt of a campaign offer that can be redeemed without activation shall not always mean that customers are entitled to make use of a discount or non-cash benefit, as the number of redemptions may be limited by the third-party provider involved. Such cases shall be noted accordingly as part of the respective campaign.

Upon redemption of a campaign offer with a discount, the discount shall either be deducted directly from the amount to be paid or reimbursed after the payment is made in the form of cash back credit. TWINT is authorised to delay the payment of the cash back credit until it totals CHF 10 or more or, if fraud is suspected, to refuse the payment.

### 3.2. Loyalty cards

Customers have the option to save selected employee ID cards, customer loyalty programmes and other incentive-based offers from third-party providers (hereinafter referred to as "loyalty cards") in SBS TWINT. Saved loyalty cards may be removed from SBS TWINT at any time.

Upon saving or activating a loyalty card in SBS TWINT, customers shall be deemed to have provided their express consent to the use of the card in question. In future, this card shall be automatically taken into account during payment procedures performed with SBS TWINT, provided this has been made technically possible by the respective issuer of the loyalty card. Other loyalty cards must be shown to the merchant manually.

TWINT AG shall also be authorised to remove saved loyalty cards from SBS TWINT if a loyalty card expires or is generally no longer available to be saved in SBS TWINT.

## SB Saanen Bank AG

CH-3792 Saanen  
tel 033 748 46 46  
fax 033 748 46 56  
www.saanenbank.ch



Customers shall acknowledge that the benefits associated with the use of certain loyalty cards shall be presented directly in SBS TWINT in the form of campaigns. Customers shall only receive such campaigns if they have provided their prior consent for the presentation of third-party offers (see section 3.1.1).

### 3.3. Partner and other functions

In the "partner functions" area, customers shall have the opportunity to make use of the services listed there. Certain customers can use the "Pay later" function.

These services are principally provided by third parties. Accordingly, separate contractual specifications for the respective services used shall apply. The Bank shall accept no liability for these offers. In the event of complaints, the customer must contact the corresponding provider directly.

### 3.4. Other added-value services

In addition to campaigns, loyalty cards, "partner functions", and the "pay later" function, the Bank can offer other added-value services in SBS TWINT at any time and provide separate contractual conditions for these, where necessary.

### 3.5. Liability for added-value services

The respective third-party provider shall be responsible for contents, offers, messages from third-party-provider campaigns, loyalty cards, "partner functions", the "pay later" function, and any other added-value services in SBS TWINT. The Bank shall not be liable for this and shall have no influence on the fulfilment of services offered by third-party providers.

The Bank shall also accept no liability for campaigns that cannot be redeemed with third-party providers or for discounts or benefits that are not granted in connection with the saving of loyalty cards. Such cases may include the failure to grant employee discounts or instances in which loyalty points remain outstanding, are lost or disappear.

The Bank shall endeavour to ensure the uninterrupted availability and fault-free usability of added-value services in SBS TWINT. The Bank cannot, however, guarantee this at all times. In the case of an interruption in availability, one possible consequence may be that it is no longer possible to automatically redeem discounts or automatically collect loyalty points within the framework of the payment process. The customer shall bear any losses suffered due to interruptions of this kind.

### 3.6 Right to information and access

General questions in connection with privacy policy can be addressed to the Bank at the address below or by e-mail at [info@saanenbank.ch](mailto:info@saanenbank.ch). Information about the data processed by the Bank can also be requested via the specified address. In order to ensure a prompt response to the request, a copy of your passport or identity card must be enclosed with the signed letter.

Further details on the handling of sensitive data by the bank can

be found at [www.saanenbank.ch/en/about-us/privacy-policy](http://www.saanenbank.ch/en/about-us/privacy-policy).

SB Saanen Bank AG, Privacy policy, Bahnhofstrasse 2, 3792 Saanen

Saanen, October 2024