

## **Cembra Business Platform Terms of Use**

### **1. Purpose, scope, components and order of precedence**

Cembra Money Bank Ltd., a company limited by shares and incorporated under Swiss law with its registered office in Zurich (hereinafter "Cembra"), offers small and medium-sized companies the opportunity to apply for business loans (hereinafter "Loans") via its platform operated on the website [www.cembrabusiness.ch](http://www.cembrabusiness.ch) (hereinafter "Cembra Business Platform") and to inspect and manage outstanding loans granted. The Cembra internal business unit Cembra Business (hereinafter referred to as "Cembra Business") is available as a point of contact for all matters relating to the business loans.

The Cembra Business Platform is intended exclusively for legal entities and natural persons registered in the commercial register as sole proprietorships who have the capacity to act and who have their registered office or domicile in Switzerland (hereinafter referred to as "Platform Addressees"). The Cembra Business Platform may only be used by the Platform Addressees for business purposes and in compliance with all legal provisions.

These Terms of Use govern the access and use of the Cembra Business Platform. By creating a Cembra Business Platform user account, accessing it and/or using it (hereinafter referred to as "Use"), you declare to Cembra your agreement with these Terms of Use in their respective valid versions and that you have taken note of the Privacy Policy on behalf of the legal entity or natural person making the application (hereinafter referred to as "User"). The email address provided by you will be registered as the User name for the User.

Cembra commissions its subsidiary Fastcap Ltd. and, as subcontractors, other third parties such as Spotcap Global Services GmbH, Stralauer Allee 4, 10245 Berlin, to process the business loan increase request and the loan agreement. All incoming and outgoing payments regarding the loan agreement will therefore be processed via Fastcap Ltd.

**The Terms of Use supplement any loan agreements concluded via the Cembra Business Platform and other agreements between Cembra and the User and the associated General Terms and Conditions (hereinafter "Additional Agreements"). In the event of any discrepancies, the Additional Agreements shall take precedence over the Terms of Use.**

### **2. Purpose of using the Cembra Business Platform**

Via the Cembra Business Platform, business loans can be applied for and business loans drawn down can be viewed and administered. However, Cembra does not offer legal, tax or other consulting services via the Cembra Business Platform.

### **3. Registration, security measures and data protection**

In order to access the Cembra Business Platform, Users must first register and provide certain registration data or other information. To access the Cembra Business Platform subsequently, the User must identify himself or herself by means of their user name, password and any other identification features required by Cembra.

The user account associated with the e-mail address is personal and can only be transferred with the consent of Cembra Business. The User and the platform addressee are obliged to ensure that an authorised representative has access to the Cembra Business Platform at all times. The User undertakes to treat user names, passwords or other identification features (collectively "Access Data"), which they choose or receive as part of Cembra's security procedures, confidentially, not to disclose them to unauthorised third parties and to protect them from unauthorised access. The User also undertakes to change their password regularly and not to record it anywhere, and furthermore to ensure that they log out of their user account at the end of each session. Particular caution should be exercised where access is made from public or shared terminals. Cembra Business never requests the User to provide Access Data by e-mail or SMS. In case of doubt as to whether an e-mail, SMS or other message was actually sent by Cembra Business, it should only be opened after consulting with Cembra Business or following the information contained in the message.

The Cembra Business Platform is protected by appropriate encryption technology and security certificates. However, absolute security cannot be guaranteed. In particular, the User's terminal device is outside the control of Cembra Business. The User shall take all measures necessary to ensure the best possible protection of their terminal device and, in particular, to keep their operating systems and browsers up to date and to use the most current virus protection and firewalls.

In the event of unauthorised use of the User Account due to a breach of these security provisions by the User, the User shall bear all consequences resulting from access to the Account by a third party. In particular, the User is responsible for all transactions and messages initiated via their account after successful identification in accordance with Cembra's security procedures. The User undertakes to inform Cembra Business immediately of any unauthorised use of their account.

Both the data received by Cembra Business in the course of the registration process and the use of the Cembra Business Platform shall be treated in accordance with the provisions of the Privacy Policy. By registering on and using the Cembra Business Platform, the User confirms that Cembra, its group companies and agents may collect and process personal data for the use of the Cembra Business Platform and its functionalities. The User acknowledges that such checks may include contacting third parties and that the User consents to the collection, control and processing/transfer of personal data in accordance with the provisions of the Privacy Policy.

#### **4. Communication:**

By opening a user account, the User agrees to be contacted by Cembra, its affiliated companies and agents. The User also agrees that electronic means of communication may be used for communication. For Cembra, e-mails and SMS whose electronic sender address matches the electronic address provided by the User to Cembra shall be deemed to have been composed by the User. Excluded from this are cases of identity abuse (e.g. as a result of hacker attacks), provided that the User has complied with the duties of care in accordance with these Terms of Use. The User further agrees that Cembra may store the data entered during the application process for a period of three months in order to resume the product application. The User may be contacted by telephone, SMS, post and e-mail regarding the application as well as for marketing purposes. The Bank draws the customer's attention in particular to the following risks associated with the use of electronic means of communication:

- Transmission via the Internet is only encrypted if a secure https connection is established. In many cases (including transmission via e-mail), however, unencrypted and open

communication takes place via the Internet. The transmission of SMS is only partially encrypted and the encryption is weak;

- The Internet is a worldwide, open network accessible to anyone. The way in which e-mails are transmitted cannot be controlled and transmission may also take place abroad. Accordingly, the confidentiality of data transmitted by e-mail is not guaranteed;
- E-mails and their attachments, as well as SMS, can be falsified or forged by third parties unnoticed, the sender and recipient can be changed, and the authenticity can thus be misrepresented;
- E-mails and SMS can be deleted, misdirected or garbled in transmission due to technical errors/faults;
- By accessing web pages, including clicking on links embedded in e-mails/SMS and opening data attachments, harmful computer programs such as viruses, worms, Trojans may implant themselves on the customer's computer, smartphone or similar devices.

#### **4.1. Postal and e-mail address**

The User is obliged to provide Cembra with their postal and e-mail address. Deliveries to the postal address or e-mail address provided via the Cembra Business Platform or provided to Cembra in writing shall be binding. There is only one valid e-mail address for contact with the User, and it is the User's duty to inform Cembra of any change of e-mail or postal address.

#### **4.2. Mobile phone number**

The User is obliged to provide Cembra with their mobile telephone number. This is required in order to provide the User with the login code (M-Tan) and any further information. The login code and any further information will be provided to the User exclusively to the last mobile phone number provided via the Cembra Business Platform or to Cembra in writing. It is the User's duty to inform Cembra Business of any change in the mobile telephone number.

#### **4.3. Cembra Business Customer Portal**

Cembra may also send notifications to the User via the Cembra Business Customer Portal. A notification is deemed to have been duly received by the User when it is placed on the customer portal. The time of access is deemed to be the time of storage.

It is the responsibility of the User to regularly review the customer portal and to take note of messages promptly. The User authorises Cembra to delete messages older than 12 months from the customer portal.

#### **4.4 Notices to Cembra**

Subject to special formal requirements in these Terms of Use or the Additional Agreements to be observed, notices may be sent to Cembra via the Cembra Business Customer Portal, by e-mail to [clientservice@cembrabusiness.ch](mailto:clientservice@cembrabusiness.ch) or in writing to Cembra Money Bank Ltd., attn. Cembra Business, Bändliweg 20, 8048 Zurich. The User acknowledges that the notices addressed to Cembra will be processed in the ordinary course of business during normal business hours. Messages in the customer portal shall not be given priority treatment. The User acknowledges and confirms that no messages with time-critical content will be delivered to Cembra on the customer portal.

## **5. Additional obligations of the User**

The User undertakes to use the Cembra Business Platform only for lawful purposes and in accordance with these Terms of Use and all applicable legal provisions.

The User further undertakes:

- (a) not to use the Cembra Business Platform to distribute advertising or promotional material, including "junk mail", "chain mail" or "spam";
- (b) not to impersonate (for example by using misleading e-mail addresses or otherwise) Cembra, Cembra employees, other Users or other third parties;
- (c) not to introduce, transmit or distribute viruses, Trojan horses, worms, logic bombs or other malicious or harmful material via the Cembra Business Platform;
- (d) not to use robots, spiders or other automatic devices, procedures or means to access the Cembra Business Platform or to monitor or copy data made available or retrievable thereon;
- (e) not to access, interfere with, damage or interrupt the Cembra Business Platform or parts thereof, the servers on which the Cembra Business Platform is located or the servers, computers or data connected to the Cembra Business Platform without authorisation;
- (f) not to use any devices, software, procedures or means which could impair the proper functioning of the Cembra Business Platform; and
- (g) not to use the Cembra Business Platform in any way that could deactivate, overload, or damage the Platform or otherwise impair its use or that could damage or expose to liability Cembra or other Users of the Cembra Business Platform.

If the User becomes aware of facts or circumstances that indicate unauthorised use of the Cembra Business Platform or its contents by third parties, he or she must inform Cembra immediately.

## **6. Representations and warranties**

By registering and using the Cembra Business Platform, the User or platform addressee confirms and warrants that:

- (a) Cembra Business or the business loan is not used for non-business purposes or in its capacity as a consumer within the meaning of the Federal Consumer Credit Act;
- (b) they are authorised to conclude these Terms of Use, to use the Cembra Business Platform and to perform all legal acts performed via the Cembra Business Platform;
- (c) all documents, information and data transmitted or uploaded via or in connection with the Cembra Business Platform are correct, current and complete;
- (d) the content transmitted or uploaded via or in connection with the Cembra Business Platform is neither illegal, obscene, libellous, threatening, nor defamatory and does not violate personal privacy, the principles of fair competition or the rights of third parties; Cembra has the right, but not the obligation, to delete or modify illegal, infringing content or content that violates the Terms of Use; and
- (e) the use of the Cembra Business Platform does not infringe any rights of third parties.

## **7. Intellectual property rights**

The Cembra Business Platform and the content and functions provided there, including but not limited to the source code, layout and structure as well as all related trademarks, copyrights, patents and other intellectual property rights are the intellectual property of Cembra or its licensors.

Cembra grants the User a limited, non-exclusive and non-transferable right to use the functionalities provided via the Cembra Business Platform in accordance with these Terms of Use. Subject to any statutory rights of use, no further rights of use exist. In particular, this license does not grant the User the right to copy, duplicate, distribute, transmit, publish, publicly perform or make accessible, sell, rent, lend, sublicense, decompile, reconstruct, reverse engineer or in any way change or modify the source or object code underlying the Cembra Business Platform, the platform functionalities, layout, structure and/or other intellectual property of Cembra or its licensors in whole or in part. The User may also not circumvent or manipulate any technical devices set up by Cembra or third parties on the platform elements to protect their rights. This license expires upon the termination of the User relationship or the deletion of the User account, for any reason whatsoever.

By uploading content to the Cembra Business Platform, the User grants Cembra an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable and transferable right to store, process, translate and delete such content. In particular, the User agrees to the reproduction of such contents on the platform by Cembra in accordance with the functionality and design of the platform. The User acknowledges that the contents uploaded by him on the Cembra Business Platform may not remain available to him, e.g. if the User relationship is terminated.

#### **8. Availability, restrictions and blocking**

Cembra reserves the right to withdraw or change the Cembra Business Platform and all products and services offered and information and materials made available through it at any time and without prior notice and to restrict the availability of the Cembra Business Platform or parts thereof in whole or in part at any time. Accordingly, Cembra assumes no responsibility for the availability of the Cembra Business Platform.

Furthermore, Cembra reserves the right at any time and without prior notice to block or delete the User accounts or the associated passwords and to deny Users access to the Cembra Business Platform, in particular if, in the opinion of Cembra, there is a violation of the Terms of Use or statutory provisions.

A cancellation or restriction of the availability of the Cembra Business Platform or the blocking or deletion of the User account shall not affect any business loan relationship between Cembra and the User.

#### **9. Liability and indemnification**

Any liability of Cembra for damages incurred by the User because or in respect of the Cembra Business Platform or these Terms of Use is excluded to the extent permitted by law. In particular, Cembra disclaims any liability for damages resulting from transmission errors, careless handling of Access Data, technical defects, overload, interruptions (including system-related maintenance work), blocking and access restrictions, malfunctions as well as unlawful interventions or due to data transfer via unprotected communication channels, in particular e-mail and SMS.

With regard to data transfers via unprotected communication channels, in particular e-mail and SMS, the User also expressly accepts the risk that their data may be intercepted or published by third parties

during transmission and that therefore, the secrecy of these data is not guaranteed. Cembra, in turn, cannot guarantee that e-mails showing the sender as Cembra were actually sent by Cembra or that e-mails sent by or to Cembra arrive unaltered, on time and at the correct recipient.

The User shall be liable to Cembra for all damages incurred by Cembra due to the violation of these Terms of Use and undertakes to indemnify Cembra for all claims of third parties, costs and expenses resulting from (i) the violation of the Terms of Use and/or (ii) the violation of rights of third parties in connection with the use of the Cembra Business Platform by the User.

#### **10. Additional provisions**

Cembra reserves the right to change the Terms of Use at any time. Such changes shall be communicated to the User by any appropriate means (e.g. post, e-mail, customer portal or publication on the website of Cembra Business) and shall be deemed to have been approved as soon as the User accesses the website of Cembra Business after their publication or uses the Cembra Business Platform for other purposes.

Should any of the present Terms be cancelled, declared invalid or void, this shall not affect the legal validity of the remaining Terms hereof.

**These Terms of Use shall be governed by Swiss law. The place of jurisdiction for all disputes in connection with these Terms of Use is Zurich 1.**