

General Terms and Conditions

Switzerland AG

19 June 2018 (Version 1.3)

By visiting the "lend.ch" website (including sub-domains) (the **PLATFORM**), users agree to the following General Terms and Conditions of Business (the **GTC**) and the data protection declaration of Switzerland AG, Hofackerstrasse 13, 8032 Zurich (the **OPERATOR**).

The **OPERATOR** is entitled to amend these GTC at any time and to publish the current version on the **PLATFORM**. Members will be notified in advance by means of a notice in their user account or in any other appropriate manner.

For the purpose of linguistic simplicity, the masculine form is used throughout these GTC, but should always be understood to refer to persons of both genders.

1. Introduction

The **PLATFORM** enables borrowers (the **BORROWERS**) to conclude a loan agreement with the **OPERATOR** (the **LOAN AGREEMENT**) and investors (the **INVESTORS**) to purchase and transfer contract and/or assign the loan claims (the **LOAN CLAIMS**) arising from the **LOAN AGREEMENT**. The **OPERATOR** is also the **OPERATOR** of the **PLATFORM**. No **LOAN AGREEMENT** is concluded between the **BORROWER** and the **INVESTORS**. The **OPERATOR** is subject to the money laundering legislation and has a licence as lender in accordance with the Consumer Credit Act.

The **GTC** govern the use of the **PLATFORM**. Between the **OPERATOR** and the **BORROWERS**, the General Terms and Conditions for Borrowers apply in addition. Between the **OPERATOR** and the **INVESTORS**, the General Terms and Conditions for Investors apply in addition.

2. Registration and Membership

A person can either register as **INVESTOR** or **BORROWER** on the **PLATFORM** (the **MEMBER**). The membership is personal and non-transferable. Group registrations (including married couples, families etc.) are not permitted. The use of the **PLATFORM** is limited to **MEMBERS**. There is no entitlement to membership. The **OPERATOR** can reject registration requests without stating the reason.

Membership is open to both legal entities as well as individuals over the age of 18. **BORROWERS** must be domiciled or resident in Switzerland or Liechtenstein. **OPERATOR** is entitled and has full discretion to request respective proof.

The information required for registration and submitted to the **OPERATOR** must be complete, accurate and truthful. The **OPERATOR** reserves the right to review the information and, where necessary, to obtain information from third parties. Changes of personal data are to be updated without request and without delay.

MEMBERS must be identified by the **OPERATOR** in accordance with the statutory and legal requirements. The **MEMBER** must provide the **OPERATOR** with the necessary means of identification.

MEMBER can terminate their membership at any time. The termination must be made in writing and sent to the OPERATOR by post. The termination shall only be effective and confirmed by the OPERATOR, if and as soon as:

- (a) the MEMBER is not a BORROWER or INVESTOR of a LOAN PROJECT; and
- (b) the MEMBER has no outstanding debts from the use of the PLATFORM vis-à-vis the OPERATOR.

The OPERATOR may limit the use of the PLATFORM by a MEMBER and may decide to temporarily or permanently exclude a MEMBER without stating the reasons. The exclusion of a MEMBER does not affect any outstanding debts of the MEMBER vis-à-vis the OPERATOR.

3. Loan and Financing

3.1. Loan application

The BORROWER can request a loan from the OPERATOR on the PLATFORM (the **LOAN APPLICATION**). The BORROWER must provide complete, accurate and truthful information regarding his person, his income and expenses as well as his past payment behaviour and provide the requested evidence, if any.

The BORROWER may purchase insurance against the risks of death, inability to work and unemployment. The terms and conditions of such insurance can be viewed on the PLATFORM.

The BORROWER authorises the OPERATOR to obtain any and all information required to review the loan application and to process any loan agreement, in particular from government agencies, external credit bureaus, banks, the Central Credit Information Office (ZEK) and the Consumer Credit Information Office (IKO) and to report to such third parties. Any data blocks imposed by the BORROWER are irrevocably lifted vis-à-vis the OPERATOR.

After the assessment of the creditworthiness has been completed, the OPERATOR performs a scoring of the BORROWER (the **SCORING**) in order to assign one of the applicable risk categories. On the basis of this SCORING, the OPERATOR determines the loan terms such as the interest rate, term and loan amount.

3.2. Loan project

After reviewing the LOAN APPLICATION, the OPERATOR may make one or several offers for a LOAN AGREEMENT to the BORROWER or reject the LOAN APPLICATION without stating reasons, in particular if there may be an existing LOAN AGREEMENT between the BORROWER and the OPERATOR. Upon confirmation by the BORROWER of a LOAN AGREEMENT offered by the OPERATOR, the respective LOAN AGREEMENT will be sent to the BORROWER (the **LOAN PROJECT**). The OPERATOR will then publish the LOAN PROJECT on the PLATFORM, which is the beginning of the financing period.

With the publication of the LOAN PROJECT, information on the BORROWER is made available to users of the PLATFORM. In addition to personal details, these include the BORROWER's creditworthiness and financial situation. Disclosure is made to provide INVESTORS with a basis for making their financing decision. Information is generally provided in anonymized form but may be personalised with the consent of the BORROWER.

3.3. Financing

During the financing period that is set by the OPERATOR, INVESTORS may purchase LOAN CLAIMS (the **FINANCING COMMITMENT**). An INVESTOR may make one or more FINANCING COMMITMENTS.

A FINANCING COMMITMENT is binding until the end of the financing period and cannot be changed or cancelled. It is only possible to revoke the FINANCING COMMITMENT if no other FINANCING COMMITMENTS have been made for the respective LOAN PROJECT.

With the conclusion of a valid LOAN AGREEMENT, the OPERATOR assigns the LOAN CLAIMS in the amount of the FINANCING COMMITMENT, or the sum of multiple FINANCING COMMITMENTS, to the INVESTOR in accordance with the provisions of the assignment agreement concluded with the INVESTOR.

4. Risk warning – individual responsibility of the Members

The OPERATOR does not make any recommendation to conclude a LOAN AGREEMENT or to purchase a LOAN CLAIM. MEMBERS cannot derive any claims from the SCORING or loan terms.

When concluding the LOAN AGREEMENT or when purchasing a LOAN CLAIM, MEMBERS act on their own responsibility and obtain the required information about the involved risks and their capacity to carry such risks independently and individually. The conclusion of a LOAN AGREEMENT or purchase of a LOAN CLAIM respectively, is in the sole responsibility of the respective MEMBER.

5. Fees

The fees for the use of the PLATFORM for BORROWERS as well as INVESTORS are based on the respective General Terms and Conditions for Borrowers or Investors, and the applicable Fee Schedule.

6. Protection of privacy

The data protection declaration available on the PLATFORM is an integral part of these GTC. With the acceptance of the GTC, the user also declares that he accepts and agrees to the data protection declaration.

7. Disclaimer of liability

The OPERATOR 's liability for slight negligence, for auxiliary persons (mandated third parties and/or affiliated companies) and for all indirect damages is excluded. Liability according to mandatory law shall remain unaffected.

The OPERATOR shall not be liable for any temporary non-availability of the PLATFORM's functionalities nor any related technical problems or malfunctions. The OPERATOR assumes no liability and provides no guarantee for websites of third parties which can be accessed via links on the PLATFORM.

The OPERATOR shall not be liable for any damage caused by MEMBERS or third parties to other MEMBERS or third parties and in connection with the use or misuse of the PLATFORM.

8. Transfer of rights and obligations to third parties

MEMBERS agree that for the purpose of outsourcing, the OPERATOR assigns or transfers all or part of the rights and obligations arising from the GTC (outsourcing) to third parties in Switzerland or abroad.

9. Applicable law and place of jurisdiction

The General Terms and Conditions are subject to Swiss substantive law. The application of Swiss private international law and the international treaties, in particular the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods is excluded. Exclusive place of jurisdiction is Zurich, subject to mandatory jurisdiction.

Data protection declaration

Switzerland AG

19 June 2018 (Version 1.1)

This data protection declaration is an integral part of the General Terms and Conditions (the **GTC**) of Switzerland AG, Hofackerstrasse 13, 8032 Zurich (the **OPERATOR**).

The OPERATOR is responsible for the operation of the website "lend.ch" (including sub-domains) (the **PLATFORM**) and the owner of the data processed in this respect. The OPERATOR undertakes to protect all personal data of users of the PLATFORM and of persons who have registered as LENDERS or BORROWERS on the PLATFORM (the **MEMBERS**) in accordance with the following provisions. Anyone who does not agree to this must not visit any websites operated by the OPERATOR. The provisions do not apply to websites of third party operators that can be accessed via the PLATFORM.

The OPERATOR is entitled to amend this data protection declaration at any time without giving reasons and to publish the current and binding version on the PLATFORM. MEMBERS will be informed in advance by giving notice in the user account or in any other appropriate manner and, where applicable, be asked for consent.

1. Data processing

When accessing websites of the PLATFORM, IP addresses of users, the websites visited, date and duration as well as the browser software used are automatically recorded.

The OPERATOR processes personal data of its MEMBERS (e. g. names, addresses, gender, e-mail and telephone numbers, documents etc.) which they transmit when registering or using the PLATFORM. The processed data will be used for the intended provision of services by the OPERATOR in accordance with the GTC, for the use and administration of MEMBERS, for the technical administration and further development of the PLATFORM, for the improvement of customer service and the provision of services as well as for marketing. The processing of the data is carried out strictly in accordance with the applicable Swiss data protection regulations.

The OPERATOR uses technical and organisational security measures to adequately protect personal data against unauthorised access, inadvertent or intentional manipulation, loss and destruction.

1.1. Cookies

The OPERATOR uses cookies for the PLATFORM. Cookies are small text files that are stored in the user's browser. Other information is stored in persistent cookies in order to tailor the look and feel of the PLATFORM to the user's settings for subsequent access. Cookies do not contain any information that could identify the individual user directly. The use of cookies can be deactivated in the browser settings. Cookies can also be deleted automatically or manually. The OPERATOR indicates that in such case the use of the PLATFORM may be limited or excluded.

1.2. Google Analytics

The PLATFORM uses Google Analytics, a web analytics service provided by Google, Inc. (Google). Google Analytics uses cookies, which allow to analyse the use of the PLATFORM. Google will use this information to evaluate the use of the PLATFORM, to compile reports on website activity for

the OPERATOR and to provide other services associated with website and internet use. Google may also transfer this information to third parties, if required by law or reasonable and necessary, to protect the rights, property and/or security of Google, its users or the public or to the extent that third parties process this data on behalf of Google. Additional information about the use of data by Google can be found under the following link:

<https://www.google.de/policies/privacy/partners/>.

Users can prevent the storage of cookies by setting their browser accordingly. However, users are advised that the use of the PLATFORM may be limited or restricted as a result. Users can also prevent the collection of data generated by cookies related to their use of the website (including IP address) and prevent the processing of such data by Google by downloading and installing the browser plugin available under the following link. The current link for this is:

<http://tools.google.com/dlpage/gaoptout?hl=en>.

1.3. Use of Facebook, Twitter und Google+ Plugins

The PLATFORM can use social plugins (the **PLUGINS**) of the social networks facebook.com, which is operated by Facebook, Inc. (**FACEBOOK**), twitter.com, which is operated by Twitter, Inc. (**TWITTER**), linkedIn.com, which is operated by LinkedIn Corporation (**LINKEDIN**), and plus.google.com, which is operated by Google, Inc. (**GOOGLE+**; **FACEBOOK**, **TWITTER**, **LINKEDIN** and **GOOGLE+**, together the **SOCIAL NETWORKS**). The **PLUGINS** are marked with the logo of the respective social network.

When a website containing **PLUGINS** is called, a direct connection to the servers of the respective social network is established. The content of the **PLUGINS** is transmitted directly from the respective **SOCIAL NETWORK** to the browser and integrated into the website by the browser. With the integration of **PLUGINS**, any call of a respective website is forwarded to the **SOCIAL NETWORK**.

If the user is logged in to the respective **SOCIAL NETWORK**, it can attribute the visit to the user account of the respective **SOCIAL NETWORK**. When interacting with **PLUGINS**, for example when clicking on the "Like" button of **FACEBOOK** or when submitting a comment, the browser transmits the respective information directly to the respective **SOCIAL NETWORK**, which saves and stores the information.

The purpose and scope of data collection and the further processing and use of the data by the respective **SOCIAL NETWORK** as well as the corresponding rights and options for privacy protection can be found in the data protection notices of the respective **SOCIAL NETWORK**.

1.4. Use of Hotjar

The PLATFORM uses Hotjar, an analysis software from der Hotjar Ltd. („Hotjar“) (<http://www.hotjar.com>, 3 Lyons Range, 20 Bisazza Street, Sliema SLM 1640, Malta, Europe).

Hotjar makes it possible to measure and analyse user behaviour (clicks, mouse movements, scrolling, etc.) on our PLATFORM. The tracking code and cookie generate data about your visit to our PLATFORM, which is then transmitted to the Hotjar server in Ireland and stored there. The tracking code collects the following data:

Device-dependent data

The following information may be recorded by your device and browser:

- The IP address of your device (collected and stored in anonymised format)
- Your email address, including your first and last name, if you have provided this information via our PLATFORM

- Your device's screen size
- Type of device and browser information
- Geographic location (country only)
- Your preferred language for using our PLATFORM

Log data

The following information are automatically produced by our servers, when hotjar is used:

- Linking domain
- Pages visited
- Geographic location (country only)
- Your preferred language for using our PLATFORM
- Date and time of PLATFORM visit

Hotjar will use this information to analyse your use of our PLATFORM, compile reports on usage, and provide further services connected with use of the PLATFORM and the internet. To this end, Hotjar also uses the services of third parties such as Google Analytics and Optimizely. These third parties may store data that is sent by your browser when you visit the PLATFORM, such as cookies or IP requests. Please consult the data privacy statements of Google Analytics and Optimizely for more information about how data is stored and used.

By using this PLATFORM you declare your consent to the above-mentioned processing of the data collected by Hotjar and its third-party service providers as specified in their data privacy statements. The cookies used by Hotjar have different lifetimes. Some may remain valid for up to 365 days while others expire after the current visit. If you do not wish data to be collected by Hotjar, please click here and follow the instructions: <https://www.hotjar.com/opt-out>

2. Journaling

All electronic messages and confirmations sent by users and MEMBERS of the OPERATOR's PLATFORM are systematically recorded and stored for the purpose of evidence and to the extent permitted by law as well as necessary in connection with the provision of the services. Electronic messages are protected by appropriate legal, technical and organizational measures.

3. Disclosure of data

The OPERATOR is entitled to disclose all data collected to its own employees as well as to mandated third parties and/or affiliated companies in Switzerland and abroad, which process data exclusively for and on behalf of the OPERATOR. Employees, authorized third parties and affiliated companies with access to personal data collected by the OPERATOR are obliged to comply with relevant statutory data protection regulations.

The OPERATOR may also disclose the MEMBER's personal data to third parties to the extent necessary for the provision of its services. Beyond that and without the consent of the MEMBERS concerned, the OPERATOR does not disclose personal data to third parties for their own purposes, unless the OPERATOR is obliged to do so by law or by an administrative or judicial order.

4. Note on risk

Internet, websites and the electronic transmission of data are generally not secure with regard to confidentiality and data security. Unauthorized third parties may access information that is exchanged using the aforementioned channels, and data may be damaged or modified.

If personal data are disclosed outside of Switzerland, the personal data in the recipient's country may not provide protection equivalent to that of Switzerland. In this case, the OPERATOR shall ensure an appropriate level of data protection outside of Switzerland and that the necessary technical, organisational, contractual and personal measures are taken.

The OPERATOR accepts no liability for the security of electronically transmitted data.

5. Information, corrections, deletion and contact

Users can request information about personal data processed by the OPERATOR at any time under Switzerland AG, Hofackerstrasse 13, 8032 and request correction, if any. The OPERATOR will then strive to correct personal data without delay.