



## General Terms and Conditions Platform (GTC Platform)

Switzerland AG

27.4.2021 (Version 1.4)

By visiting the website "lend.ch" (including sub-domains) (the **Platform**), users agree to the GTC Platform of Switzerland AG, Hofackerstrasse 13, 8032 Zurich (the **Lender**).

The Lender is entitled to amend these GTC Platform at any time and to publish the current version on the Platform. Members will be notified in advance by notification in their user account or by other appropriate means. Without objection in writing within 30 days of notification of the change, these GTC Platform shall be deemed accepted.

For the purpose of linguistic simplicity, the masculine form is used throughout these GTC Platform (and other documents on the Platform) but should always be understood to refer to persons of both genders.

### 1. Introduction

The Platform enables borrowers (the **Borrowers**) to enter into a loan agreement with the Lender (the **Loan Agreement**) and investors (the **Investors**) to purchase and transfer the Loan Agreement and/or assign the loan claims (the **Loan Claims**) arising from the Loan Agreement. The Lender is also the operator of the Platform. No Loan Agreement is concluded between the Borrowers and the Investors. The Lender is subject to the Swiss money laundering legislation and is licensed as lender in accordance with the Swiss Consumer Credit Act.

The GTC Platform govern the use of the Platform. Between the Lender and the Borrowers, the GTC Borrowers apply in addition. Between the Lender and the Investors, the GTC 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 Lender can reject registration requests without giving reasons.

Membership is open to both legal entities as well as individuals over 18 years of age. Borrowers must be domiciled or resident in Switzerland or Liechtenstein. The Lender is entitled and has full discretion to request respective proof.

The information required for registration and submitted to the Lender must be complete, accurate and truthful. The Lender reserves the right to review the information and, where necessary, to obtain information from third parties. Any changes to the personal details must be updated without request and without delay.

Members must be identified by the Lender in accordance with the statutory and legal requirements. The Member must provide the Lender with the necessary means of identification.

Members can terminate their membership at any time. The termination must be made in writing and sent to the

Lender by post. The termination shall only be effective and confirmed by the Lender, if and when:

- (a) the Member is not a Borrower or Investor of a Loan Project; and
- (b) the Member has no outstanding debts to the Lender from the use of the Platform.

The Lender may limit the use of the Platform by a Member and may decide to temporarily or permanently exclude a Member without giving reasons. The exclusion of a Member does not affect any outstanding debts of the Member towards the Lender.

### 3. Loan and Financing

#### 3.1 Loan application

Borrowers can request a loan from the Lender on the Platform (the **Loan Application**). The Borrower must provide complete, accurate and truthful information requested by the Lender and provide any evidence requested.

After checking the creditworthiness of Borrowers, the Lender performs an evaluation (the **Scoring**) in order to classify the Borrower into the applicable risk categories. On the basis of this Scoring, the Lender determines the loan terms such as the interest rate, term and loan amount.

#### 3.2 Loan project

After reviewing the Loan Application, the Lender may make one or several offers for a Loan Agreement to the Borrower or reject the Loan Application without giving reasons, in particular if there may be an existing Loan Agreement between the Borrower and the Lender. Upon confirmation by the Borrower of a Loan Agreement offered by the Lender, the respective Loan Agreement will be sent to the Borrower (the **Loan Project**). The Lender then publish the Loan Project on the Platform for financing by Investors.

With the publication of the Loan Project, information on the Borrower is made available to users and Members of the Platform. In addition to personal details, the information includes 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 set by the Lender, 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.

Upon conclusion of a valid Loan Agreement, the Lender 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 – Personal responsibility of the Members**

The Lender 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 and at the sole risk of the respective Member.

#### **5. Fees**

The fees for the use of the Platform for Borrowers as well as Investors are governed by the respective GTC Borrowers or Investors and the applicable Fee Schedule. The current fee schedule can be viewed on the Platform at [lend.ch/en/terms/Fee-Schedule.pdf](https://lend.ch/en/terms/Fee-Schedule.pdf). The Lender is entitled to amend the fee schedule in the same way as these GTC Platform (see above).

#### **6. Protection of privacy**

By accepting these GTC Platform the user or Member also declares that he has taken note of the Privacy Policy available at [lend.ch/en/terms/Privacy-Policy.pdf](https://lend.ch/en/terms/Privacy-Policy.pdf).

#### **7. Exclusion of liability**

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

The Lender 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 Lender may assign or transfer rights and obligations under any agreement or GTC to third parties in Switzerland or abroad.

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

The legal relationship between the Lender and its users or Members including these GTC Platform are subject to substantive Swiss 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 place of jurisdiction.