

## Terms of Use

Switzerland AG

22.06.2026 (Version 2.0)

### 1. Platform

- 1.1. The platform [www.lend.ch](http://www.lend.ch) enables borrowers to enter into loan agreements with Switzerland AG, Zurich. Investors can purchase or acquire loan claims arising from these loan agreements through the platform.
- 1.2. By using the platform, the User accepts these Terms of Use.
- 1.3. Switzerland AG operates the platform and acts as lender. It is subject to Swiss anti-money laundering legislation and holds a licence in accordance with the Consumer Credit Act.
- 1.4. The Operator is entitled to amend these Terms of Use at any time. Amendments will be published on the platform or communicated to the User. They are deemed accepted if the User continues to use the platform, continues the business relationship, or does not object in writing within 30 days.

### 2. User Account

- 2.1. Individuals aged 18 or over and legal entities may open a user account. The Operator may verify information provided by the User and obtain information from third parties.
- 2.2. There is no entitlement to use the platform. The Operator is entitled to exclude Users from use of the platform in whole or in part at any time.

### 3. Closing the User Account

- 3.1. The User may request the closing of their user account at any time. Closing the account is only possible once no outstanding obligations remain.
- 3.2. The closing of a user account has no effect on existing agreements. Contractual and other rights and obligations remain in force.
- 3.3. The Operator is entitled – and in part obliged – to retain data even after closing.

### 4. Use of the Platform

The User shall only use the platform in accordance with applicable laws, contractual agreements and these Terms of Use. The User shall ensure that no abusive or unlawful use occurs.

### 5. Communication

- 5.1. The Operator may send notices electronically (e.g. via user account, e-mail, SMS) or by post. Electronic notices are deemed delivered upon sending.
- 5.2. Postal notices are deemed delivered upon sending to the User's last known address.
- 5.3. The Operator is not liable for damages arising from electronic communication, provided it has exercised customary care.

### 6. Personal Responsibility

The Operator does not provide recommendations. Users make their own decisions at their own risk.

### 7. Data Protection

The processing of personal data is governed by the Operator's Privacy Policy as amended from time to time. By using the platform, the User confirms having taken note of it.

### 8. Exclusion of Liability

- 8.1. The Operator is not liable for the temporary unavailability of the platform, technical disruptions or malfunctions, or the content or services of third-party providers.
- 8.2. The Operator is also not liable for damages caused by Users or third parties in connection with the use or misuse of the platform.
- 8.3. Liability for slight negligence, auxiliary persons and indirect damages is excluded, subject to mandatory statutory provisions.

### 9. Applicable Law and Place of Jurisdiction

**Swiss law** applies. The exclusive place of jurisdiction is **Zurich**, subject to mandatory statutory places of jurisdiction.