

Terms of Use – tiun. Pre-Paid

1. SCOPE AND APPLICABILITY

These terms of use (the "**Terms**") constitute the contract between the individual using Our Services ("**You**") and tiun AG (company number: CHE-389.987.008, registered with the commercial register of Zurich, Switzerland) ("**tiun**" or "**We**"/"**Us**"), governing Your use of tiun Pre-paid and Your account (the "**Account**") through Our website and/or the tiun app (collectively, the "**Services**").

tiun is not a reseller of online services or media content. Any relationship between any third-party service or content provider (a "**Content Provider**") and You is a relationship exclusively between the Content Provider and you, governed by the respective terms and conditions agreed, if any, between the Content Provider and You, without any involvement of tiun as a contractual party or otherwise vis-à-vis You (even if such Content Provider uses services provided by tiun).

By opening or using an Account and/or the Services, You agree to these Terms and undertake to comply with them, as well as Our privacy policy, and confirm that You have the legal capacity to do so. If You are the legal representative of an incapacitated or deceased Account holder, please contact Us for assistance.

Please read these Terms carefully. These Terms, together with other terms and conditions and legally required disclosures relating to Your use of Our service will be made available to You on the tiun website and/or in the tiun app. You may request a copy of any legally required disclosures (including these Terms) from Us and We will provide this to You in a form which allows You to store and reproduce the information (for example, by e-mail).

We may revise these Terms and any of the documents referenced herein from time to time. The revised version will be effective at the time We post it on Our website and/or the App, unless otherwise noted. By continuing to use the Account and/or Services after any changes to these Terms and any of the documents referenced herein take effect, You agree to be bound by those changes.

2. YOUR ACCOUNT

2.1 The Account

With an Account You can pay online for the time You use a Content Provider's service with whom We have existing integrations.

2.2 Secure use of Your Account

You are required to take reasonable steps to prevent or stop, as the case may be, Your Account from being misused. You must at all times maintain adequate security and control of any and all devices, accounts, items, IDs, passwords, and personal identification numbers/codes that You use to access Your Account and the Services. Do not reveal Your Service-related password(s) to anyone else, or use anyone else's password.

We may require You to authenticate any instruction relating to Your Account (i.e. give Us the information that We need to be sure that it's You giving Us the instruction, such as submitting

Your correct log-in information – this could include Your e-mail address and password) and otherwise successfully log into Your Account to provide to Us Your instruction.

You must keep Your email address and other contact information current in Your Account profile. Please note that missing or incorrect information may force us to suspend Your Account.

2.3 Connecting with third parties and Content Providers

You may connect Your Account to certain Content Providers, which allows the Content Provider to charge Your use of its content against Your Account. If you do so, We may disclose certain information about Your Account to such Content Provider, such as Your name, Your e-mail address, usage and time tracking information.

Granting permission to any Content Provider to access Your Account in any way does not relieve You of any of Your responsibilities under these Terms. You are liable to Us for the actions that You authorize the third parties to carry out. You may not hold Us responsible for, and You undertake to indemnify Us from, any and all liability arising out of or in connection with the actions or inactions of such third parties in connection with the permissions You granted, subject to Your mandatory legal rights.

2.4 Closing Your Account

You can close Your Account at any time. To do this, please contact us.

We may close Your Account at Our convenience by providing You with two months' prior written notice.

We may also close Your Account at any time, without prior notice, and with immediate effect if:

- You are in breach of these Terms and/or We are otherwise entitled to close Your Account under these Terms or applicable law.
- You have not accessed Your Account for 3 years.
- We suspect that Your Account has been accessed without Your authorization.

Where We decide to close Your Account, We will provide You with notice of Account closure and where practicable, the reasons for closing Your Account. In such case, any remaining Credit shall be forfeited.

When Your Account is closed:

- These Terms terminate immediately, except that these Terms survive termination to the extent and for so long as We require to deal with the closure of Your Account and to comply with applicable laws and regulations.
- We may cancel any pending transactions and You will forfeit any balances associated with special funding arrangements.
- We may suspend, limit, or terminate Your access to or use of Our Services, websites, software, systems (including any networks and servers used to provide any of the Services) operated by Us or on Our behalf on some or all of the Services.

- You will remain liable for all outstanding obligations under these Terms related to Your Account prior to closure.
- We may keep Your Account information in Our database for the purpose of fulfilling Our legal obligations.

2.5 Linking and Unlinking a Funding Source

All money in Your Account is referred to as "**Credit**". Credit is held and displayed for You in the default currency You have selected for Your Account.

You can use a funding source as a way to pay Us to obtain Credit in Your Account, as further outlined in these Terms (see in particular section 2.6).

You can link or unlink a credit card or debit credit card to/from Your Account as a funding source. We may limit the availability of Your funding sources to manage Our risk.

Please keep Your funding source information current (e.g. credit card number and expiration date).

2.6 Your continuous permission for Us to charge Your funding sources

By linking a funding source to Your Account, You give Us continuous permission to charge that funding source (subject to these Terms and the terms of the provider of that funding source to set up and maintain that authority) for the required value of the Credit:

- To cover the payment amount (plus all transaction fees payable to us) when You use Your Account to send a payment to a service.
- To top up Your Account when You use the "Add funds" functionality Account interface.

We may charge the funding source again if the previous attempt failed. If You cancel any continuous permission from Your funding source, You will reimburse Us for the value of any Credit we've already issued for which a charge from that funding source remains outstanding.

You can stop the permission by unlinking the funding source from Your Account.

2.7 Risk of reversals to Your funding source

When We receive a payment from Your funding source, We may store the resulting Credit in Your depot Account for as long as We have reason to believe that there is risk of reversal by the funding source provider. This is because We do not have all the information necessary to place the funds from Your payment at Your disposal in Your Account while there is such a risk of reversal.

2.8 Account balance

The operational part of Your Account contains Your Account balance, which is the balance available for payments.

When You use Our payment service to pay a Content Provider, You instruct Us to transfer funds from Your Account to the recipient.

Your Account's balance must be enough to cover the amount of any payment You make, and the transaction fees You owe Us at the time of the payment. Other requirements also apply – see the section "making a payment" below.

If Your Account has an insufficient balance You have a chance to edit Your preferred funding source. If You change Your funding source, You are requesting Us to obtain funds on Your behalf from Your applicable funding source and issue Credit to Your Account for Your payment to be made.

If Your Account shows a negative balance, this is the net amount You owe to Us at the given time.

Should You be of the opinion that the balance indicated in Your Account is, for whatever reason, incorrect, You should inform Us thereof in writing within 30 days of such incorrect indication, otherwise such indication is deemed to be fully and finally accepted.

2.9 Topping up your Account

2.9.1 Top up Account

To top up Your Account You can:

- Automatically use Your applicable funding source(s) to purchase Credit (and the transaction fees payable by You to us).
- Manually using the “Add Money” function available from Your Account interface to pay Us or instructing Us to charge Your funding source for the Credit.

The execution of any payment to Us from Your funding source provider is Your funding source provider's legal responsibility, on the basis of the respective contractual relationship between You and Your funding source provider. We have no control over how long the payment to Us will take and take no responsibility in that regard.

2.9.2 Payment review

We are obligated by law to review transactions with which You add Credit into Your Account. When We identify a potentially high-risk transaction or series of transactions, We review the transaction more closely before allowing it to proceed.

If a payment is subject to payment review, We may:

- execute the transaction.
- place a hold on the payment into Your Account.

This may delay Your receipt of the Credit You purchased. If We don't clear the transaction, We will cancel it and return the funds to the funding source used for the transaction, unless We are legally required to take other action.

2.10 No withdrawals, expiration

The funds in Your Account operates as a pre-paid voucher or credit. Accordingly, once funds have been loaded into Your Account, You cannot withdraw the Credit in the form of money or otherwise cancel your Credit.

If not used, Your Credit will expire once there has been no activity on Your Account for 3 years.

2.11 Currency conversion

2.11.1 How We convert currency

If tiun needs to convert currencies, e.g. because You want to use Your Credit with a Content Provider that only accepts another currency, such conversion will be completed at the transaction exchange rate We set for the relevant currency exchange at the time of the transaction.

The transaction exchange rate is adjusted regularly and includes a currency conversion fee applied and retained by Us on a base exchange rate to form the rate applicable to Your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior Business Day; or, if required by law or regulation, set at the relevant government reference rate(s).

We may make the transaction exchange rate (including Our currency conversion fee) available for Your review during Your transaction. If You complete the transaction, that transaction exchange rate may apply to the payment for the transaction whenever it is processed; or that rate may be valid only if the payment for that transaction is processed within a limited time, as stated during the transaction. After that limited time, We may use the transaction exchange rate in effect at the time the transaction is processed, or not perform the currency conversion.

2.11.2 Currency conversion upon Account top-up

If Your Account default currency is not the same as Your card default currency, Your card issuer will convert the currency of the card payment into the Account default currency. Your card issuer will determine the currency conversion rate and what fees they may charge, without any involvement and responsibility of tiun.

2.12 Account statements and requesting Account records

Unless Your Account has been restricted by Us in accordance with these Terms, You may view and download Your Account statement by logging into Your Account. You agree to review Your transactions through Your Account history instead of receiving periodic statements by email.

Key information relating to Your payments will be available in Your transaction history and made available to You at any time by logging into Your Account. This will show all fees incurred and any other amounts charged to Your Account in the relevant period. The way in which We provide the transaction information will allow You to store and reproduce the information unchanged, for example by printing a copy.

Should You be of the opinion that the Account statement is, for whatever reason, incorrect, You should inform Us thereof in writing within 30 days, otherwise such Account statement is deemed to be fully and finally accepted.

2.13 Receipts

When using your Account to pay for services or content provided by Content Providers, all receipts for the payment of such services or content are sent exclusively in electronic form by e-mail. In this context, it is not possible to issue paper receipts or other VAT-compliant documents that meet the respective requirements of the country in which You have Your

registered office, domicile or habitual residence. Unfortunately, requests for individual receipt content cannot be considered.

2.14 Account Limitations

Limitations are implemented to help protect tiun, our users and the Content Providers when We notice restricted activities, an increased financial risk, or activity that appears to us, at Our sole discretion, as unusual or suspicious. Limitations also help Us collect information necessary for keeping Your Account open.

There are several reasons why Your Account could be limited, including where We have reason to believe that:

- Someone could be using Your Account without Your knowledge, then we'll limit it for Your protection and look into the potentially fraudulent activity.
- Someone has used Your card or bank account without Your permission, for example if Your debit or credit card issuer or bank alerts Us to this.
- You have breached these Terms.

We may also limit Your Account in order to comply with applicable law.

You will need to resolve any issues with Your Account before a limitation can be removed. Normally, this is done after You provide Us with the information We request. However, if We reasonably believe a risk still exists after You have provided Us that information, We may take action to protect tiun, Our users, Content Providers, or You from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability. Such action may include, among others, termination of these Terms and/or closure of Your Account(s).

3. MAKING PAYMENTS

3.1 General provisions for making a payment

3.1.1 Starting a session

The way in which You start a session can depend on the type of Content Provider You are connecting the Services to. For example, if You want to connect to a service, many Content Providers allow You to make a payment with tiun Credit on a dedicated payment page on their site (powered by tiun).

We may require You to authenticate Yourself as the owner of Your Account and accept the fees, Terms and conditions that are relevant to start a session and make a payment.

3.1.2 Cancelling Your session

Once You connect to a service and want to start a session You can accept or not accept Our fees, Terms and conditions to consume a Content Provider's service. If You do not accept Our Terms, You will not be able to consume the Content Provider's service.

If You have accepted Our fees, Terms and conditions to consume a Content Provider's service, You have provided consent, and charges will incur. You are not allowed to revert or cancel Your payment instructions, but You can immediately end Your session.

3.2 How long will my payment take?

Your payment to a Content Provider will leave Your Account within the Business Day on which You ended Your session.

3.3 When We may refuse to make a payment on Your behalf

We may treat Your payment instruction as not complete, and We may refuse to make Your payment if:

- You do not have enough money in Your Account.
- We have reason to believe that Your linked funding sources do not have sufficient funds to cover the money required to make Your payment.
- You do not provide Us with all mandatory information requested.
- We have reason to believe that a restricted activity, as described herein, has happened in relation to Your Account or You are otherwise in breach of these Terms.
- If We are prohibited to execute Your payment instruction on the basis of mandatory law.

3.4 Refunds

3.4.1 How refunds can happen

We will return the amount of any refunded payment to Your Account. We will return the amount of an unclaimed payment to Your Account within 30 days after the date You initiated the payment.

If any amount of any payment is returned to you, We will convert the returned amount for You into Credit.

3.4.2 Risks when receiving refunds

The returned amount could be lower in value than Your original payment amount. This can happen as a result of transaction exchange rate fluctuations.

tiun is not responsible for any loss resulting from the recipient's decision to refuse or refund Your payment, except to the extent that a refund sent by the recipient is a payment executed incorrectly by tiun.

We are not liable to You for the difference between the value of Your original payment and the value of the resulting refund, except to the extent that the refund is an incorrect payment which tiun is responsible for.

3.5 Funding Your payment

3.5.1 Selecting a preferred funding source

You may select a preferred funding source when logged into Your Account. Subject to these Terms, the preferred funding source will be used as the default funding source for payments You send from Your Account.

3.5.2 Special funding arrangements

Some payments can be funded by special funding arrangements linked to Your Account, such as merchant/transaction specific balance, gift vouchers or other promotional funding

arrangements. The use and priority of these special funding arrangements are subject to further Terms and conditions between You and us. Your Account may show the notional balance available. All Credit added due to special funding arrangements can be viewed in the transaction history.

3.5.3 Funding payments You send from Your Account

We will obtain Credit for the payment You send from Your Account from the following sources in the following order to the extent they are available:

1. Pre-existing Account balance
2. Preferred funding source (if selected and available)

4. STANDARDS OF USE OF THE SERVICES RESTRICTED ACTIVITIES AND HOLDS

4.1 Use of the Services

You shall use the Services only for their intended purpose and in accordance with, and for purposes permitted by, applicable law, and You shall not use or abuse the Services for any illegitimate, illegal or other use not consistent with the purpose of the Services or in any way that would be in breach of Your agreements with third parties, such as your credit card issuer. In particular, in relation to the Services and the Content Provider's services purchased using the Account, you must not: (1) infringe tiun's or any Content Provider's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy; (2) circumvent, or attempt to circumvent, rightful geoblocking mechanisms, e.g. by using an anonymizing proxy; (3) act in a manner that is defamatory, libellous, threatening or harassing; (4) provide false, inaccurate or misleading information; (5) send or receive funds in a fraudulent or unauthorized manner; (6) attempt to "double dip" during the course of a dispute by receiving or attempting to receive funds from both tiun and the Content Provider, bank or card issuer for the same transaction; (7) take any action that imposes an unreasonable or disproportionately large load on the Services (including any networks and servers used to provide any of the Services); (8) facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempt to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or the Services, or undertake any actions aimed at the foregoing; (9) use any robot, spider, other automatic device, or manual process to monitor or copy Our websites or Content Providers' websites' or other content; or use any device, software or routine to bypass Our Services' or any Content Providers' sites' robot exclusion header; (10) take any action that may cause Us to lose any of the services from Our Internet service providers, payment processors, or other suppliers or service providers; (11) circumvent any of Our policies or determinations about Your Account, such as temporary or indefinite suspensions or other Account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional Account(s) when an Account has has been restricted, suspended or otherwise limited; opening new or additional Accounts using information that is not Your own (e.g. a third partie's name, address, email address, etc.); or using someone else's Account; (12) take any actions to circumvent the Services' time and content usage tracking mechanisms.

4.2 Breach of standards of use

If we reasonably believe that you have breached the standards of use set out in section 4.1, we may take the actions necessary to prevent further breach of these Terms. This may include, but are not limited to, the following, as reasonably necessary to protect against further breaches of these Terms: (1) refuse to provide the Services to You in the future; (2) at any time and without liability, suspend, limit or terminate Your access to the Services and Your Account; (3) terminate the contract with you without adhering to any notice period; (4) hold Your Credit to the extent and for so long as reasonably necessary to close any legal proceeding or exclude any risk of liability; (5) refuse the particular payment transaction; (5) reverse a payment (including, if appropriate, to the sender's funding source); (6) Request an update of, or update, inaccurate information You provided us; or (7) Request information or documents from You in order to verify Your identity.

Unless otherwise directed by us, You must not use or attempt to use Your Account while it is suspended or has been closed.

You remain liable under these Terms in respect of all charges and other amounts incurred through the use of Your Account at any time, irrespective of termination, suspension or closure (and reason therefore).

5. FEES

We may charge fees for adding funds to/from Our Services.

We may deduct Our fees from Your Account balance. We may deduct processing fees from the amounts We transfer before those funds are Credited to Your Account balance.

If we charge fees, We will inform You prior to the incurrence of any fees, and provide You with the details of the amounts You receive, and Our fees charged in Your transaction history (which You can access by logging into Your Account).

You cannot set off or deduct any amounts from Our fees.

Quoted fees are inclusive of all applicable taxes; however, other taxes or costs may exist that are not paid through or imposed by us.

6. VARIOUS PROVISIONS

6.1 No representation and warranty by tiun, representation and warranty of completeness and accuracy of information provided by you

Subject to anything expressly included herein, these Terms do not include any representation or warranty with respect to the Account and the Services. The Account and the Services are provided "as-is" and on a "best effort" basis only. All warranties in relation to the Account and the Services are excluded and by using the Account, the Services, You confirm that You have not relied on any warranties.

By using the Account and the Services, You represent and warrant that any and all information that You provide to Us in the course thereof is complete and accurate.

6.2 Intellectual property rights

Any and all intellectual property rights pertaining to the Account and the Services (such as and including trademarks, trade names, business names, brand names, domain names,

service marks, copyrights, including any performing, author or moral rights, designs, inventions, patents, franchises, formulas, processes, know-how, technology and related goodwill, and any patent applications, patent registrations, issued patents, continuations in part, divisional applications or analogous rights or license rights therefore, and all other intellectual or industrial property) shall remain the sole property of tiun.

6.3 Discontinuation of service

tiun reserves the right to discontinue the Account and the Services at any time, at its sole discretion.

In the event of any such discontinuation in whole or in part, We will aim at giving You at least 14 days' prior notice by e-mail before discontinuing the service, feature or app, unless We determine in good faith that:

- the discontinuation needs to occur sooner as required by law or a third-party relationship; or
- doing so could create a security risk or substantial economic or material technical burden.

6.4 Limitation of liability

Each party shall be liable without limitation for any damages arising as a result of gross negligence or intent. No party shall be liable for lost profits, anticipated savings, indirect, or consequential damages. tiun's liability hereunder shall be excluded to the maximum extent permitted by applicable law. In no event shall tiun be liable for the acts or omissions of any third party.

6.5 Notices

All notices required or permitted under these Terms by tiun will be in writing (including e-mail and communication through the Services).

6.6 No assignment

These Terms and any right or obligation hereunder may not be assigned to any third party without the prior written consent of the other party.

6.7 Severability

Each provision of these Terms shall be interpreted in such a manner as to be effective and valid under applicable law. The invalidity or unenforceability of any provision of these Terms shall in no way affect the validity or enforceability of any other provision hereof. If any provision of these Terms is determined to be invalid, illegal or unenforceable, the remaining provisions of these Terms remain in full force and effect if both the economic and legal substance of the transactions that are contemplated in these Terms are not affected in any manner adverse to any party.

6.8 Applicable law and jurisdiction

These Terms shall be governed by and subject to the substantive laws of Switzerland excluding their conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention).

The ordinary courts in Zurich, Switzerland (venue being Zurich 1), shall have sole and exclusive jurisdiction with respect to any and all disputes out of or in connection with these Terms.