



# Conditions for the use of the "Scan2Pay" function as part of the Cembra Money Bank AG credit card agreement

Cembra Money Bank AG (hereinafter "Issuer") offers its credit card customers (hereinafter "Cardholders") the option to pay QR-bills in Swiss francs from Swiss and Liechtenstein banks by using the scan/upload function of the Cembra app. The invoices paid with Scan2Pay are debited from the cardholder's credit card account as a normal credit card transaction (hereinafter "Scan2Pay"). By clicking "Confirm" during the Scan2Pay check-out process, the cardholder confirms that he/she has read, understood and accepted these terms and conditions.

These terms and conditions supplement the General Terms and Conditions (GTC) for credit cards ([www.cembra.ch/agb](http://www.cembra.ch/agb)) and the provisions of the Cembra app ([www.cembra.ch/app-terms-en](http://www.cembra.ch/app-terms-en)). Reference is also made to the Issuer's privacy policy ([www.cembra.ch/privacy](http://www.cembra.ch/privacy)). In the event of contradictions, these provisions shall take precedence.

## 1 Deployment and exclusion

Scan2Pay is only available to principal Cardholders who (i) have an active credit card issued by the Issuer, (ii) have activated the Cembra app, and (iii) for whom the Scan2Pay function is displayed in the Cembra app. The Issuer may restrict or discontinue Scan2Pay at any time and without prior notice, delay or suspend the execution of Scan2Pay transactions and exclude individual QR-bills from Scan2Pay. The Cardholder is responsible for ensuring that Scan2Pay is only used to pay QR-bills whose claims are based on lawful and legitimate purchases and services and which are not used to purchase financial products. Furthermore, the Cardholder guarantees that the QR-bills paid with Scan2Pay are not related to a consumer credit (e.g. cash credits, trade credits, leasing or credit cards). Scan2Pay cannot be used for QR-bills issued by the Issuer.

## 2 Procedure and process

By using Scan2Pay, the Cardholder instructs the Issuer to make a transfer in the Cardholder's name to the bank account indicated in the payment instruction confirmation (QR-bill) and then to book the payment as a transaction in the credit card account. A Scan2Pay transaction is considered a normal credit card transaction within the meaning of the General Terms and Conditions for Credit Cards. The Scan2Pay transactions booked to the credit card account are deemed to be normal credit card transactions and the payment modalities/fees pursuant to Section 5 of the GTC Credit Cards ([www.cembra.ch/agb](http://www.cembra.ch/agb)) shall apply. A Scan2Pay transaction confirmed by the Cardholder is considered irrevocable and is made by the Issuer by means of a transfer to the beneficiary account and can no longer be cancelled. Each payment with Scan2Pay requires that the Cardholder logs into the Cembra app using the access data and an authentication process (e.g. Face ID, fingerprint, or code), and then confirms the payment with a further authentication process (e.g. Face ID, fingerprint, or code). Furthermore, the Cardholder must have sufficient unused limits (cash withdrawal limits) on their credit card account to pay the amount specified in the QR-bill (including any fees).

## 3 Duties of care

**The Cardholder must fully comply with the duties of care in accordance with the Cembra App Terms and Conditions ([www.cembra.ch/app-terms-en](http://www.cembra.ch/app-terms-en)) at all times (in particular Sections 3.1 to 3.6). This also includes that the Cardholder must ensure that no unauthorised third parties can access its Cembra App.** The access data to the Cembra App and the means of identification must be kept secret and may not be disclosed or made available to third parties under any circumstances. If unauthorised third parties access the Cembra App and conduct transactions using Scan2Pay, such transactions shall be deemed to have been conducted by the Cardholder, unless the Cardholder can prove that he/she has complied with all due diligence obligations at all times. Scan2Pay transactions conducted by additional cardholders or persons living in the same household are always deemed to have been conducted by the principal Cardholder. The Cardholder is also obliged to check the payment carefully before confirmation and to ensure that the payment details are complete and correct. It is the sole responsibility of the Cardholder to claim any refunds from the payee.

## 4 Fee

The Issuer may charge a fee for the use of Scan2Pay. The fee will be shown transparently to the Cardholder during the Scan2Pay process and charged to the credit card account.

## 5 Transaction details

The Cardholder agrees that the payee's financial institution may only credit the account based on the QR-bill entered (payee's bank and account number and without comparing the transmitted data with the name and address of the payee). The Cardholder is aware that the payee's financial institution is authorised to compare this data and to refuse to credit the amount in the event of discrepancies. If the payee's financial institution refuses to accept the credit, any QR payment already made (including the Scan2Pay fee charged) will be credited again. The Cardholder acknowledges and accepts that if no information is provided in the "Payer" field on the invoice, or if the third party is not the Cardholder, the Issuer will automatically complete and transmit the Cardholder's data. Scan2Pay transactions can be viewed in the Cembra app under Scan2Pay and are shown in the monthly statement.

## 6 Disclaimer

The Issuer's liability for Scan2Pay is completely excluded to the extent permitted by law. In particular, the Bank shall not be liable for damages in the event of late or non-payment of invoices, interruptions/failures in communication networks, failures/malfunctions, or interruptions of the Cardholder's mobile device or the Cembra app, or because of computer viruses or other malware. The Issuer assumes no warranties or liability for payments that are or should be made with Scan2Pay. Furthermore, the Cardholder recognises that the Issuer is in no way liable for the goods and services paid for with Scan2Pay (e.g. delivery or non-delivery, quality, deadlines). The Cardholder's sole contractual partner - and thus responsible for the service - is and remains the supplier of the goods or the provider of the services (hereinafter "Supplier"). The authorised Cardholder must therefore assert any rights he may have directly and exclusively against the Supplier (or third parties) and contact them in the event of disputes and complaints in connection with the goods and services. Irrespective of whether the Cardholder asserts such rights against the Supplier or is entitled to such rights, the Cardholder is obliged to pay the amounts stated in the monthly invoices. Differences between the Cardholder and the Supplier shall have no suspensive effect regarding the payment of the monthly statement. Furthermore, the Suppliers are solely responsible for processing the Cardholder's claims and for full or partial reimbursement of the invoiced amount.

## 7 Cashback and loyalty programmes

Scan2Pay transactions are excluded from all cashback and/or points/reward programs.

## 8 Change of conditions

The Issuer reserves the right to amend these Terms and Conditions and the other terms and conditions at any time. The current version of these Terms and Conditions can be viewed at any time in the Cembra app or at [www.cembra.ch/s2p-terms-en](http://www.cembra.ch/s2p-terms-en).

## 9 Applicable law

The legal relationship between the Cardholder and the Issuer in connection with Scan2Pay is subject to Swiss law. The place of jurisdiction shall be determined by the mandatory statutory provisions. If such provisions do not apply, the place of jurisdiction shall be Zurich 1. The Issuer is authorised to take legal action against the Cardholder before any other competent court in Switzerland or abroad.