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General Terms and Conditions of Business YAPEAL

Prepaid Cards

1 CONTRACT CONTENT AND TERMS

1. YAPEAL AG, headquartered at Max-Högger-Strasse 6, 8048 Zurich («**YAPEAL**») is a Swiss FinTech according to Art. 1b of the Swiss Banking Act and holder of a Principal License from Visa Europe Limited («**Visa**») for issuing Visa payment cards.
2. The cardholder applies to YAPEAL (Editor) a payment card («**Payment card**»). Before the payment card can be used, the cardholder must scan it on the YAPEAL provided application («**YAPEAL Frontend**») activate.
3. YAPEAL provides the cardholder in accordance with these general terms and conditions («**AGB**») a payment card is available. The present payment card agreement («**Contract**») comes with registration in YAPEAL. The process begins with the frontend and subsequent activation of the card. By registering, the cardholder confirms that they have read, understood, and accepted the terms of the contract.
4. The payment card and card data always refer to a specific cardholder, for whom YAPEAL manages a card account with its own IBAN («**Card account**»). The cardholder is the owner and beneficial owner of the assets in the card account. The card account serves exclusively to finance or settle transactions made with the payment card.
5. Card number, expiry date, three-digit security code (CVC2/CVV2), calculated security elements and alternative card data linked to the card number are considered card data («**Map data**»). Authentication methods include, in particular, a personal identification number («**PIN**»), passwords, codes, biometric methods and security protocols.
6. These terms and conditions of YAPEAL to issue the payment card, may be amended unilaterally at any time. Changes to the terms and conditions will be announced in advance in a suitable manner, indicating the effective date (e.g., by publication in the relevant publication/document). YAPEAL Frontend or apps) and are considered approved if no objection is raised within 14 days of notification, or in any case, upon the next use of the payment card. In case of objection, the customer may no longer use the

payment card.

2 YAPEAL FRONTEND

1. Each cardholder is given their own electronic user account («**User account**») allocated, which is permanently linked to one or more mobile devices (mobile phones) of the cardholder.
2. To register the cardholder and activate the payment card, it is necessary for the cardholder to provide personal data to YAPEAL transmitted. By transmitting this data, the cardholder confirms its accuracy.
3. The cardholder is obliged to keep the access data to their user account secret and to protect the devices on which the card is used. YAPEAL frontend is used to protect against unauthorized access by third parties. The cardholder may link the YAPEAL frontend only to mobile devices that are under the cardholder's exclusive access. The operating system of the mobile devices must always be kept up to date. If the cardholder has reason to believe that third parties know the login credentials to their user account, they must change them immediately or block the affected mobile device. If the cardholder cannot change the login credentials or block the mobile device (e.g., due to loss), then inform YAPEAL immediately.
4. The cardholder is liable for all activities that occur on their account. YAPEAL Frontend activity will take place regardless of whether these activities were authorized by him or not. YAPEAL is not liable for unauthorized access or misuse of the user account by third parties.
5. By accepting these terms and conditions, the cardholder confirms and accepts the terms of use for the YAPEAL Frontend in **Annex 1 («Terms of Use»)** If the cardholder does not agree to the terms of use, the payment card cannot be used.

3 CARD ACTIVATION

YAPEAL decides on the activation of the payment card after registration of the cardholder in the YAPEAL Frontend and receipt of all necessary information. There is no entitlement to activation of the payment card and YAPEAL The company is not obliged to provide reasons for rejecting a cardholder's application. Any credit balances paid in prior to activation will be refunded to the cardholder if activation does not occur.

4 MAP PROGRAMS

1. The payment card is issued by YAPEAL in a standard selected basic variant («**Basic program**») or a variant with increased functionality («**Upgrade program**») offered (together the «**Map programs**»).
2. The functionality of the card programs is governed by these Terms and Conditions. Differences between the two card programs exist only where explicitly mentioned in these Terms and Conditions. All provisions of these Terms and Conditions that do not expressly refer to one of the two card programs apply equally to both.
3. For the cardholder to participate in the upgrade program, it is necessary that the cardholder completes the additional process for activating the upgrade program within the YAPEAL Frontends completed. There is no entitlement to a cardholder's admission to the upgrade program and YAPEAL is not obliged to give reasons for rejecting a cardholder.

5 USING THE PAYMENT CARD

1. In the Basic program, the payment card is designed exclusively as a means of payment and can be used to pay for goods and services at participating physical or virtual acceptance points, both domestically and internationally. The payment card cannot be used for cash withdrawals or for transactions that Visa classifies as "quasi-cash."
2. The upgrade program allows the payment card to be used as a means of payment for goods and services at participating physical or virtual acceptance points both domestically and internationally. The payment card can also be used for cash withdrawals and for transactions that Visa classifies as "quasi-cash".
3. The use of the payment card for purposes that are illegal or contrary to the contract is prohibited.

6 CARDHOLDER'S DUTIES OF CARE

1. The cardholder undertakes to comply with and respect the following duties of care at all times:

- **Signing:** If the payment card has a signature field, the cardholder must sign it immediately upon receipt in the space provided.
- **Careful storage:** The payment card must be carefully stored and protected from use by unauthorized persons.
- **Integrity authentication procedures:** The personal identification number («PIN») The PIN of the payment card and other elements relevant to the authentication process (e.g., passwords) must be kept secret and must not be disclosed by the cardholder to any other person under any circumstances. In particular, the PIN and elements of the authentication process must not be written on the payment card or stored or saved in any other way, even in an altered form. Authentication requests must be carefully reviewed by the cardholder before authentication is granted. Authentication may only be granted if the request is directly related to a transaction authorized by the cardholder and the request contains the correct data (e.g., transaction amount, name of the merchant, etc.).
- **PIN change:** The PIN that the cardholder sets during registration or to which the cardholder later changes must not consist of easily identifiable number combinations (such as telephone number, date of birth, vehicle registration number) and must be different from other PINs and passwords of the cardholder.
- **Do not share the payment card:** The cardholder may not disclose or share their payment card or card details, except for the purpose of legitimizing or authenticating a payment at a designated acceptance point.
- **Report in case of loss or compromise:** In the event of confirmed or suspected loss or compromise of the payment card, card data and/or data related to authentication procedures or mobile devices (e.g. smartphone), YAPEAL to notify customer service immediately by telephone regarding the payment card.
- **Duty to monitor:** The cardholder is obliged to promptly check transaction and charge notifications (e.g., bank statements, transaction messages in an app, etc.) as well as authentication requests and to report any misuse or irregularities immediately to YAPEAL.
- **Security of used devices:** Mobile devices (especially smartphones) belonging to the cardholder can be used to store card data and for authentication procedures. The security and possession of these mobile devices are therefore of paramount importance. The cardholder is obligated to prevent unauthorized

use of the mobile devices (e.g., by activating a screen lock), to store the mobile devices carefully, to keep applications and operating systems up to date, and to refrain from interfering with the operating system. If a mobile device is no longer used or is replaced by a new one, card data and elements used for authentication must be deleted, and the instructions of the issuing authority must be followed. YAPEAL to follow when switching to a mobile device.

7 COVERAGE OBLIGATION AND ACCOUNT BALANCE

1. The payment card may only be used if the card account has sufficient funds to cover all transactions made with the card. Using the card beyond the available funds is unauthorized. The cardholder acknowledges that not all transactions initiated by merchants are reconciled with the card account balance or available credit limit in real time, and that this may result in transactions not being fully covered by the assets in the card account. The cardholder is obligated to immediately pay any outstanding amount by topping up the card account if the available funds are exceeded. YAPEAL reserves the right to charge fees if the coverage is exceeded.
2. The balance on the card account («**Coverage amount**») The initial balance corresponds to the amount of money deposited by the cardholder when the card was issued, less the annual card fee (see Chapter 20). The balance decreases with each use of the payment card and can be increased by the cardholder making deposits to the card account. These deposits can be made either as a bank transfer by the cardholder or as a deposit by the cardholder at a participating merchant. YAPEAL approved partners will be involved.
3. YAPEAL has the right to refuse deposits from the cardholder at its own discretion (especially in the event of a risk of exceeding the limits). YAPEAL will adhere in particular to the limits set out in Chapter 13.
4. The cardholder can adjust the coverage amount via YAPEAL Query the frontend. The coverage amount does not accrue interest.
5. A negative balance is not permitted and must be settled immediately by the cardholder.

8 TRANSACTIONS-AUTHORIZATION

1. The cardholder authorizes the acceptance point (merchant) to initiate transactions as well as YAPEAL to debit authorized amounts from the card account or to reduce the cover amount of the card account accordingly and to irrevocably reimburse the amounts to the acceptance point by disclosing the card details to the acceptance point.
2. This disclosure can occur in particular through the entry and, if applicable, storage of the card data on the Internet, oral disclosure of the card data by telephone, electronic transmission of the card data when using the card (magnetic trace, card chip, contactless via NFC, contactless with a payment-enabled device) as well as through the electronic transmission of the card data from a central electronic storage.

9 TRANSACTION AUTHENTICATION

1. Depending on the type of authorization and the transaction amount, a transaction requires additional authentication of the cardholder. The authentication method can be determined for each transaction by YAPEAL, the cardholder, the merchant, or a third party. If the cardholder has several authentication methods available, they are obligated to choose one of the "primary authentication methods." The payment card supports the following authentication methods:
2. Primary authentication methods:
 - Entering the PIN on a designated physical device (e.g. terminal);
 - Entering one of YAPEAL generated and delivered via SMS TAN in a YAPEAL provided input form;
 - Confirming the transaction within a YAPEAL intended application on a mobile device (e.g. smartphone) of the cardholder;
 - Use of by YAPEAL intended biometric procedures on a mobile device of the cardholder (e.g. fingerprint, facial recognition).

3. Other authentication methods:

- Signing a transaction receipt issued by an acceptance point;
 - Entry of usernames and/or passwords agreed upon by the cardholder with acceptance points for stored card data (e.g. in-app purchases, card data stored with acceptance points);
 - Presenting identification documents (e.g. passport, identity card) at an acceptance point.
4. If the cardholder stores card details with merchants or other third parties for permanent storage for future transactions, all subsequent transactions are considered authorized. If the cardholder wishes to revoke such authorization, they must do so directly with the merchant by canceling any existing contracts (e.g., subscriptions), deleting the stored card details, or adjusting the payment terms.
 5. Successful authentication cannot be revoked by the cardholder.
 6. YAPEAL The company is authorized to update the cardholder's card details without prior consultation or to provide the cardholder with new card details (e.g., a new expiry date). The cardholder is responsible for updating any stored card details accordingly.

10 RIGHTS OF ENFORCING AND CLAIMING OF YAPEAL

1. YAPEAL The company is entitled to debit the cardholder's card account for all authorized transactions made using the payment card. The available balance will be reduced accordingly.
2. The cardholder is liable to YAPEAL for all authorized transactions made using the payment card with his entire assets.
3. The encumbrance and claim rights of YAPEAL. These rights remain fully valid even in the event of disputes between the cardholder and third parties (e.g., acceptance points).
4. All foreign currency transactions are converted to CHF. The applicable exchange rate can be found here: www.post.ch/further-offers/post-visa-prepaid

11 COMPLAINTS REGARDING TRANSACTIONS

1. The cardholder is responsible for all transactions concluded using the card data; in particular, any complaints regarding purchased goods or services, as well as any further disagreements and claims arising from these transactions, must be settled directly with the relevant acceptance point.
2. If discrepancies in authorized transactions cannot be resolved with the acceptance point, or are insufficiently resolved, the affected transactions must be reported in writing to [the relevant authority/organization] no later than 30 days after the debit.YAPEAL to object.YAPEAL The cardholder may, at its own discretion and without any guarantee of success, initiate a refund request based on the payment system's rules.YAPEAL to support the recovery request by providing additional information on the disputed transactions in a timely manner.

12 BLOCKING THE PAYMENT CARD

1. YAPEAL is entitled to block the payment card at any time and without prior notice to the cardholder.YAPEAL He does not have to give any reasons for this.
2. YAPEAL blocks the payment card, card data or elements thereof if the cardholder expressly requests it (e.g. in case of loss of the payment card) as well as in case of termination of this contract by YAPEAL or the cardholder.

13 LIMITS AND RESTRICTIONS

1. YAPEAL The company may, at its own discretion, set limits or restrictions for transactions. These may relate to cumulative amounts, the number of transactions, and specific transactions (e.g., countries, merchant categories, etc.).YAPEAL The bank can change, remove, or introduce new limits and restrictions at any time. Limits and restrictions can be communicated to the cardholder, whereby YAPEAL is not generally obliged to do so.

2. Under the Basic program, the cardholder is under no circumstances permitted to carry out transactions of more than CHF 1,000.00 per transaction and CHF 5,000.00 per calendar year. YAPEAL The cardholder will limit the available balance according to these limits and will not allow any deposits or debits to the card exceeding these limits. These limits apply per cardholder, which is determined by YAPEAL is monitored by means of technical equipment. YAPEAL These limits will also be applied per activated user account linked to a mobile phone.YAPEAL is entitled to refund any amounts exceeding these limits at any time.
3. Under the upgrade program, the cardholder is under no circumstances permitted to carry out transactions of more than CHF 10,000.00 per month.YAPEAL The cardholder will limit the available balance to this limit and will not allow any deposits exceeding this limit. This limit applies per cardholder. YAPEAL is monitored by means of technical equipment.YAPEAL These limits will also be applied per activated user account linked to a mobile phone.YAPEAL is entitled to refund any amounts exceeding this amount at any time.

14 DATA PROTECTION

1. For the registration of the cardholder and the conclusion of the contract related to the issuance and management of the payment card, the following applies:YAPEAL Personal data of the cardholder is collected directly from the cardholder or the intermediary partner. This personal data is absolutely necessary for the conclusion of the contract.
2. The intermediary partner is solely responsible for the lawfulness of the transfer and processing of personal data. For further information on how this partner processes personal data, the cardholder must consult its privacy policy.
3. YAPEAL The company collects, stores, uses, and processes the cardholder's personal data in accordance with applicable data protection law, in particular the Swiss Federal Act on Data Protection. This may include...YAPEALIn particular, we process identity data, contact details, customer profile data (KYC), contract data, and account and transaction data of the cardholder. Further information on howYAPEALPersonal data processed, with whomYAPEALInformation on how personal data is shared and where it flows (including the transfer of personal data to Swiss or foreign authorities), as well as the cardholder's rights, can be found in the privacy policy of YAPEAL The cardholder can view YAPEAL's current privacy policy here: <https://www.yapeal.ch/en/privacy-policy/> Provided if the cardholder's consent is required for a specific data processing process, it

will be obtained beforehand. Consent once given can be revoked at any time for the future by contacting [contact information]. YAPEAL(to: datenschutz@yapeal.ch) can be revoked.

4. YAPEAL The cardholder may engage third parties (Visa, etc.) in Switzerland and abroad (especially in the EU and the USA) to fulfill its tasks, and the cardholder specifically agrees that...YAPEAL forwards customer data to third parties and that agents of YAPEAL The cardholder shall have access to his data only to the extent necessary for the careful production of the card and the processing of the card transaction. The cardholder releases this permission.YAPEAL for these purposes, the obligation of secrecy under Art. 47 BankG (bank client secrecy) applies.
5. YAPEAL The bank may also share all personal data of the cardholder (in particular contact details such as name, email address, postal address, date of birth, transaction data, card details, etc.) with third parties, especially intermediary partners (such as the postal service) or schemes (such as Visa), for their own analysis, advertising, or product development purposes, provided this is legally permissible, necessary for the performance of the contract, or if the customer requests such disclosure. If the cardholder's consent and a release from banking secrecy pursuant to Art. 47 of the Banking Act are required for this, these will be obtained beforehand. In this case as well, consent or a release from banking secrecy, once granted, can be revoked at any time as described above. Furthermore, the bank shares YAPEAL exclusively aggregated and anonymized data with third parties, such as intermediary partners (e.g., postal service) or schemes (e.g., visa).
6. YAPEAL ensures that third parties do not access the data of YAPEAL receive, or those for YAPEAL provide services, are subject to appropriate confidentiality and data protection obligations, and maintain suitable technical and organizational measures to protect the personal data of cardholders.

15 REPORTING ABUSES AND IRREGULARITIES

1. If misuse or other irregularities related to transactions, charges or authentication requests by the cardholder are detected or suspected, YAPEAL immediately via YAPEAL to inform the frontend.
2. The cardholder is obligated to take all necessary steps to clarify any misuse or other irregularities and to mitigate any potential damage. In doing so, they must follow the

instructions of YAPEAL to follow. At the request of YAPEAL the cardholder submits a YAPEAL The provided damage form must be submitted completely and on time. YAPEAL one, files a criminal complaint with the responsible police authority, requests a copy of the complaint and submits it YAPEAL to.

3. The cardholder is liable to YAPEAL for all costs and expenses incurred by this party due to complaints made against their better judgment or with fraudulent intent.

16 DISCLAIMER

1. YAPEAL assumes no responsibility in the event that an acceptance point does not accept the payment card or that technical malfunctions or operational failures prevent transactions. YAPEAL The bank is entitled at any time (e.g., in case of suspected misuse) to reject and not process transactions without prior consultation with the cardholder. The cardholder has no claim for damages.
2. YAPEAL excludes its statutory liability to the extent permitted by law: Liability for its own conduct is limited to gross negligence and intent. Liability for the conduct of auxiliary persons is excluded.

17 COVERAGE FOR DAMAGES IN CASES OF NON-FAULT

1. If the cardholder has fully complied with their duty of care and is not otherwise at fault for the misuse of the payment card by third parties, the [relevant authority] assumes liability. YAPEAL the resulting direct damage.
2. Excluded are any consequential damages and damages covered by insurance. Damages caused by partners or persons living in the same household as the cardholder or who are in a direct relationship with them are not covered. Upon receiving compensation, the cardholder is obligated to forward the claim arising from the damage to YAPEAL to cede.

18 COMPLIANCE WITH REGULATORY REQUIREMENTS

1. The cardholder is solely responsible for complying with all applicable legal requirements (especially tax regulations) in Switzerland and abroad. The cardholder acknowledges that YAPEAL Switzerland may be obligated, under agreements concluded with third countries or other international standards, to disclose information regarding the payment card and card account to Swiss or foreign authorities. The cardholder authorizes YAPEAL hereby authorizes the disclosure of this information and releases YAPEAL in this context the obligation of secrecy according to Art. 47 BankG (bank client secrecy).

19 NOTIFICATION OBLIGATIONS AND COMMUNICATION

1. The cardholder is obligated to promptly, completely, and accurately disclose all personal information relevant to the execution of this contract, as well as any legally and regulatory information or changes thereto (in particular contact details, residence, tax status, US status, etc.), and to provide this information upon request from YAPEAL to provide appropriate evidence.
2. The cardholder acknowledges and agrees that customer communication via electronic channels (e.g. YAPEAL Frontend). The cardholder acknowledges that YAPEAL through communication via electronic channels, any contractual and legal notification obligations can also be fulfilled.

20 FEES

1. The fees for issuing the payment card, as well as for authorizing and processing the transactions, are generally charged to the cardholder by the card issuer. YAPEAL The fee will be billed and charged to the cardholder's card account. The applicable fees can be found here: www.post.ch/further-offers/post-visa-prepaid They can be accessed and form an integral part of this contract.
2. The annual card fee is deducted directly from the cardholder's first deposit into the card account. In subsequent years, the annual card fee will be deducted from the cardholder's account by [amount to be inserted]. YAPEAL invoiced and debited to the cardholder's card account.
3. The cardholder acknowledges that YAPEAL may receive compensation or a share of fees from third parties in connection with this payment card. Should the YAPEAL If

compensation received is subject to a statutory obligation to remit it to the cardholder without a corresponding agreement, the cardholder agrees that all compensation will be remitted in full to YAPEAL remain, and waives any right to its return.

4. The cardholder is liable to YAPEAL for the payment of the annual card fee as well as all other fees as listed: www.post.ch/further-offers/post-visa-prepaid The cardholder additionally undertakes to YAPEAL to reimburse all costs which YAPEAL in connection with the issuance of the payment card, the authorization and processing of transactions, as well as the failure to comply with its obligations under these terms and conditions.

21 CONTACTLESSNESS

1. YAPEAL is obliged to report business relationships that have become contactless above a certain account volume to a central reporting office.
2. Therefore, the cardholder undertakes to take the necessary precautions to prevent the cessation of all existing business relationships between him and YAPEAL to meet. He agrees to any change of address or name (e.g., due to marriage).YAPEAL to be communicated within 14 days.
3. Costs that YAPEAL arising from lack of contact or communication, may be YAPEAL A special fee, including reimbursement of all expenses, will be charged to the cardholder. The annual fee and all other fees remain valid even in the case of contactless payments.
4. The Swiss Bankers Association has issued a binding Narilo guideline on contactless communication, which takes precedence over this contract regarding contactless communication in case of conflict.

22 VALIDITY AND CARD DATA RENEWAL

1. The payment card is valid until the expiry date printed on it. Unless the cardholder explicitly waives this right, the payment card will be automatically replaced with a new one before its expiry date.

2. YAPEAL is authorized to adjust or change the card data at any time, regardless of its validity. YAPEAL informs the cardholder of changes in an appropriate manner.
3. If the cardholder does not receive their new card at least five days before the expiry of the previous card, they must...YAPEAL to be reported immediately.

23 TERMINATION OF CONTRACT

1. The cardholder and YAPEAL can terminate this contract at any time.
2. Termination is exclusively via the YAPEAL Frontend.
3. YAPEAL Even after the termination of the payment card, the company is entitled to demand from the customer or to debit the card account for all amounts attributable to the authorization of transactions before the actual return of the payment card or before the deletion of the card data by third parties.
4. After cancellation, the payment card must be returned or destroyed immediately and without being requested. The payment card may no longer be used after cancellation. Furthermore, all card data must be deleted from your own devices and those of third parties after cancellation. There is no entitlement to a refund of fees already paid. In particular, the cardholder is not entitled to a pro-rata refund of the annual fee. YAPEAL The cardholder will be paid any remaining balance, less an administrative fee, into an account at a Swiss bank, which must be specified in writing and is held in their name. A payout to a foreign account is only possible if authorized by [the relevant authority/company].YAPEAL Approval is granted on a case-by-case basis. If the cover amount to be paid out exceeds CHF 1,000 and/or is a foreign account held by YAPEAL was not approved, can YAPEAL Require the customer to submit an application for inclusion in the upgrade program via [method of application] before receiving payment. YAPEAL Frontend provides and fulfills the associated identification obligations.

24 BILLING

YAPEAL All claims against the cardholder may be combined with claims of the cardholder against YAPEAL bill.

25 APPLICABLE LAW AND JURISDICTION

1. This contract is governed exclusively by Swiss law, excluding its conflict of laws rules.
2. The place of performance and exclusive place of jurisdiction for all disputes is Zurich (Switzerland). YAPEAL has the right to bring legal action against the cardholder at the competent court of his or her place of residence or at any other competent court, whereby Swiss law remains exclusively applicable.
3. Mandatory provisions regarding jurisdiction under Swiss law remain reserved.

Appendix 1: Terms of Use for the YAPEAL Frontend

1. These terms of use govern the rights and obligations of the cardholder and of YAPEAL in relation to the YAPEAL Frontend.
2. In the event of a conflict or discrepancy between these Terms of Use and the Payment Card Agreement, the Terms of Use shall prevail. Any differing or supplementary provisions must be agreed upon in writing by the parties.

1 CARDHOLDER'S OBLIGATIONS

1. The cardholder undertakes to:
 - a. YAPEAL To use the frontend in compliance with all applicable laws and regulations;
 - b. YAPEAL The frontend may only be used for the purposes defined in these Terms of Use or in the Payment Card Agreement;
 - c. YAPEAL Frontend may not be copied, reproduced, modified, or used as derivative works of the YAPEAL to create frontends;

- d. YAPEAL Frontend without prior written approval from YAPEAL neither to sell, sublicense, distribute, rent, lend, nor transfer rights to third parties;
 - e. YAPEAL not to disrupt or impair the frontend, in particular not through misuse, probing or scanning, or by circumventing access controls, usage restrictions or security features of the YAPEAL Frontend;
 - f. YAPEAL Not to reverse engineer or decompile the frontend, including the underlying models, algorithms or systems, or to identify underlying components, in particular the source code or other parts, and not to assist or attempt to assist third parties in doing so; and
 - g. none in the YAPEAL To remove, obscure, or alter copyright notices, trademark notices, or other protected markings contained in the frontend.
2. YAPEAL expressly reserves the right, at its sole discretion, to withdraw or block access to the cardholder's user account due to a violation of these Terms of Use, the Payment Card Agreement, applicable laws and regulations, or for other important reasons. A violation of these Terms of Use may lead to termination of the Payment Card Agreement or other actions by [Company Name]. YAPEAL to implement measures deemed necessary.
 3. Nothing in the preceding paragraph restricts the right of YAPEAL to claim damages or to initiate any other legal remedies (including legal action) available under applicable law against the cardholder.

2 AVAILABILITY AND MAINTENANCE

1. YAPEAL strives to provide a reliable and continuous supply of YAPEAL To ensure the frontend. YAPEAL The frontend is generally available to the cardholder 24 hours a day. YAPEAL strives to ensure the availability of YAPEAL guarantees 95.0% frontend availability per calendar month. Lower availability does not entitle the cardholder to extraordinary termination or to claims for damages against YAPEAL.
2. YAPEAL provides the cardholder with technical support services for the YAPEAL. The frontend is available during regular business hours on weekdays (i.e., Monday to Friday, excluding Saturdays, Sundays and public holidays recognized throughout Switzerland, from 8:00 a.m. to 5:00 p.m., hereinafter referred to as "**Operating hours**»). The

cardholder can contact the helpdesk of YAPEAL. Please contact us during operating hours to report any operational disruptions.

3. The cardholder acknowledges and agrees that:
 - a. YAPEAL no guarantee for uninterrupted or error-free availability of the YAPEAL Frontend takes over;
 - b. Maintenance work, including updates and upgrades, at the sole discretion of YAPEAL. Maintenance work can be planned and carried out at any time. Wherever possible, such maintenance work is performed outside of operating hours; as well as...
 - c. access to YAPEAL The frontend may be temporarily restricted, for example due to security measures, necessary updates, maintenance work, operational requirements, or unforeseen events beyond reasonable control. YAPEAL lay.
4. YAPEAL is not liable for delays, interruptions or failures in the availability of the YAPEAL Frontend issues caused by third-party providers, hosting platforms, network or connection problems, or force majeure. Furthermore, we assume no liability. YAPEAL No liability is assumed for the availability, functionality, or content of third-party services or integrations that are linked to the YAPEAL Frontend linked or integrated into it.
5. It is the sole responsibility of the cardholder to ensure that the technical requirements for accessing the YAPEAL Frontend requirements, such as a functioning internet connection, compatible hardware and software, and appropriate security measures, must be met. YAPEAL assumes no liability or warranty for the availability or functionality of these technical requirements, as these are outside of its control. YAPEAL lay.

3 INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property rights, including all rights, titles and interests in and relating to patents, utility models, inventions, copyrights and related rights, personal copyrights (*moral rights*), trademarks and service marks, business and domain names, design rights, rights to computer software, database rights, confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered; this also includes all applications, registrations, renewals or priority rights (collectively referred to as «**Intellectual property rights**» designated) by

YAPEAL (including on the YAPEAL frontend) are and remain the exclusive property of YAPEAL.

2. Nothing in these Terms of Use authorizes the use of the name YAPEAL or any third party, or of trademarks, logos, domain names, or other distinctive brand features of YAPEAL or any third party. Under no circumstances is the cardholder authorized to use the content of the YAPEAL frontend for commercial purposes. In the event of a breach of this provision, YAPEAL is entitled to claim damages from the cardholder, including claims for special, incidental, consequential, or indirect damages, as well as lost profits.

4 WARRANTY DISCLAIMER

1. The YAPEAL frontend and all content, services and functions provided on it are provided in their respective available form ("as is" and "as available").
2. To the extent permitted by law, YAPEAL makes no express, implied or other warranties, conditions and/or representations with respect to the YAPEAL Frontend.
3. YAPEAL specifically disclaims all warranties for:
 - a. the marketability, the suitability for a particular purpose or the non-infringement of third-party rights;
 - b. the freedom of the YAPEAL frontend from errors, viruses or other harmful components;
 - c. the completeness, accuracy, or timeliness of the content provided via the Yapeal frontend; or
 - d. all warranties implied by law, trade usage, course of business or trading practices.
4. Oral or written statements made by YAPEAL, its employees, representatives, executives or agents do not constitute any warranties, representations or guarantees beyond those expressly set forth in these Terms of Use or any other written agreement between the parties.

5 LIMITATION OF LIABILITY AND INDEMNIFICATION

1. To the extent permitted by law, YAPEAL shall only be liable for damages caused by intentional or grossly negligent conduct on the part of YAPEAL.
2. YAPEAL is not liable, in particular, for indirect damages, consequential damages, lost profits, lost revenue, data loss or other financial losses arising from or in connection with the use of, or inability to use, the YAPEAL Frontend.
3. The cardholder agrees to indemnify and hold harmless YAPEAL, as well as its affiliated companies, officers, employees, agents and representatives from all claims, liabilities, demands, damages, losses, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with:
 - a. a breach of these terms of use, the payment card agreement or applicable laws and regulations by the cardholder;
 - b. an unlawful or abusive use of the YAPEAL frontend; or
 - c. a violation of third-party rights by the cardholder.