

General Terms & Conditions

CashSentinel Marketplace Settlement Service

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2. Definitions

Acquirers	Operators such as SIX Payment Services or Klarna, enabling Merchants to accept online payments with defined Payment Schemes from Consumers. The Payment Schemes defines the rules and technical standards for the execution of payment Transactions on the Acquirers they enable and ensures the processing of the Transactions thus generated. Acquirers have agreements in place with Payment Scheme Operators in order to be able to process payment for them.
Application Programming Interface ("the API")	Private digital interface used by the Marketplace-Merchant and/or its Mandated Providers to exchange information related to Transactions and underlying payments.
Bank Account	The bank account held by any given User in favour of which payment (settlement) of the respective funds held in the Escrow Accounts shall be made upon Split to the relevant parties (i.e. Acquirers, Submerchants and/or the Marketplace-Merchant, as applicable).
CashSentinel	CashSentinel SA, the company that operates the Settlement Services.
Chargeback	Reversal of a Transaction delivered by the Submerchant or of a reimbursement already credited as a result of a justified objection regarding the Transaction by the Consumer.
Credentials	Individual identification and authentication data provided to the Users by the Marketplace-Merchant to access their Personal Information on the Marketplace System.
Commissions	Fees taken by a Marketplace-Merchant on the sales of Submerchants on the Marketplace website. Fees applied by a given Marketplace-Merchant to a given Submerchant.
Consumers	Clients of the Marketplace-Merchant, buying goods from Submerchants on the Marketplace of the Marketplace-Merchant.
Escrow Accounts	Segregated accounts held by CashSentinel with a licensed banking institution, on which payment funds are held, without interest or other form of compensation, until all conditions are realized for the payment (settlement) of these funds to relevant parties (i.e. Acquirers, Submerchants and/or the Marketplace-Merchant, as applicable).

Marketplace-Merchant, Marketplace (“the Marketplace”)	Company operating a sales website operating on a Marketplace model: The website is designed to sell goods and/or services provided by Submerchants, over the internet.
Submerchants	Entity registered with a Marketplace-Merchant and CashSentinel in order to sell goods or services to Consumers on the marketplace.
Payment Scheme, Payment Scheme Operator	Company operating a service enabling Consumers to pay online. The operator defines the rules and technical standards for the execution of payment transactions on the Payment Scheme they operate. VISA, Mastercard, TWINT, Klarna are examples of Payment Schemes Operators.
Personal Information, Personal Data	Any information or data relating to an identified or identifiable natural person, potentially allowing the identification of that person.
Settlement Platform (“the Platform”)	The platform operated by CashSentinel, on which CashSentinel offers the Services.
Settlement Services (“the Services”)	The handling via the Escrow Accounts of payment flows between Acquirers, the Marketplace-Merchant and Submerchants in relation to Transactions taking place on the Marketplace.
Split	The repartition of funds received from an Acquirer on the Escrow Accounts regarding a specific Transaction, between the Submerchants (for goods/services sold) and Marketplace-Merchant (commission). The Split is governed by the Marketplace-Merchant through Split Payment Data provided via API.
Split Payment Data	Information provided by the Marketplace-Merchant to govern how the funds concerning a given Transaction should be split between the underlying Submerchants, under deduction of the Marketplace-Merchant’s Commissions.
Technical Marketplace System (“the Marketplace System”), Technical Marketplace System Provider(s) (“Mandated Provider”)	One or several computer-based systems (the Marketplace System) operated by the Marketplace-Merchant and/or 3rd-parties providers mandated by the Marketplace-Merchant, to connect to the relevant Payment Scheme Operators, record individual Transactions and associated Split Payment Data, onboard Submerchants and enable them to manage their account. The Marketplace System transmits relevant Settlement instructions to CashSentinel.
Transaction	A purchase order by a Consumer on a Marketplace. A Transaction can typically cover several goods

	and/or services, provided by one or more Submerchants.
T&Cs	The present general Terms and Conditions governing the use by the Marketplace-Merchant, the Submerchant(s) and/or similar partners and clients of the Services available on the Platform.
User(s) ("you")	The Marketplace-Merchant, Submerchant(s) or similar partners and clients using the Settlement Services.

3. Introduction

The T&Cs govern the use by the Marketplace-Merchant, its Mandated Providers, its Submerchants and/or similar partners and clients of the Services on the Platform. You may access articles directly by selecting the appropriate links in the Table of Contents above. The titles and subtitles are provided above strictly for convenience of reference and shall not in any event restrict the scope of application of the corresponding articles.

The T&Cs form a binding contract between you and CashSentinel and apply to your use of the Services.

Unless expressly stated otherwise or unless the context so requires, the T&Cs apply to both the Marketplace-Merchant and Submerchants.

Updates to the T&Cs are communicated to the Submerchants on the Marketplace System. Such updates are notified at least 30 days prior to them becoming applicable.

By using the Settlement Services on the Platform, you confirm having read and accepted the present T&Cs. You may save or print the present T&Cs for your personal archives.

4. Scope of Services

The Services provided by CashSentinel shall cover (without limitation):

- The onboarding of Submerchants and verifications associated with regulatory requirements;
- The operation of Escrow Accounts, on which funds related to individual Marketplace-Merchant's Transactions are received from Acquirers;
- The escrowing of funds until all conditions for their payment are realized;
- The outbound payments to the Marketplace-Merchant and Submerchants (save in case of Chargeback), according to the Split Payment Data communicated by the relevant Marketplace-Merchant through the Marketplace System.

The Services provided by CashSentinel are limited to fund processing in the context of an ongoing Transaction and shall not be considered an investment. **The storage of funds in the Escrow Accounts shall bear no interest. In this context, it is expressly stated that CashSentinel is neither operating a banking activity within the meaning of the Federal Act on Banks and Savings Banks of November**

8, 1934 nor a payment system subject to regulatory approval from the Swiss Financial Market Supervisory Authority within the meaning of the Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading dated June 19, 2015.

It is expected that you are familiar with, understand and comply with all applicable laws and regulations which may be applicable to your use of the Services, including in particular but not limited to: laws relevant to sales of goods and services, prevention of money laundering and financing of terrorism, taxation and prevention of tax evasion, selling in other jurisdictions.

By using CashSentinel, to the extent and as long as it is reasonably necessary, you understand and accept that we may suspend, limit or block your access to the Services in case we have any doubts relating to your observance of the present T&Cs and/or related to the observance of applicable laws.

5. Support

Should you require any assistance related to the Platform, you may contact CashSentinel by:

- Email: support@cashsentinel.com
- Phone: +41 24 552 0060

The support is operated directly by CashSentinel team during business hours (9am to 6pm Monday to Friday).

6. Your responsibilities

6.1 Mandatory information to be provided by Submerchants

As a Submerchant, in order to use the Services, you will have to provide CashSentinel with specific information relating to your company, your activities and your beneficial owners.

These requests being necessary to comply with mandatory regulatory requirements (including pursuant to the Federal Act on Combating Money Laundering and Terrorist Financing of October 10, 1997) it is therefore your responsibility to duly and timely respond thereto.

Any breach in the observance of these requirements may lead to legal action and / or the suspension or termination of the Services.

6.2 Compliance with mandatory laws and other contractual undertakings

Whether you are the Marketplace-Merchant or a Submerchant, CashSentinel provides its services as long as:

- You have provided all the requested information about your company, its activity and its beneficial owners;
- You have provided the details of a Bank Account held by your company, in Switzerland or the EU;
- You are not in breach of the T&Cs.

It is also your responsibility, **as a Marketplace-Merchant**, to ensure that you comply with the contracts in place with the Acquirers; specifically, on the nature of goods or services sold.

It is also your responsibility to ensure that Submerchants on your Marketplace only sell goods and services respecting these agreements.

As a Submerchant, it is your responsibility to ensure that the nature of the goods and services you sell on the Marketplace is in line with the agreement you have in place with the Marketplace-Merchant.

Any breach in the observance of these requirements may lead to legal action and / or the suspension or termination of the Services.

6.3 Security

It is your responsibility to secure your Credentials with regards to the Marketplace System, your password in particular.

To preserve the safety of their Credentials, Users are strongly invited to:

- A. Never write down their password on paper or otherwise unsecured medium;
- B. Not choose a password consisting of a succession of letters or numbers that are easy to guess;
- C. Not choose a password that they are already using with different internet accounts;
- D. Immediately declare to the Marketplace-Merchant and/or on the Marketplace System any suspicion that your password has been compromised;
- E. Never communicate your password to anyone by telephone or in

writing; for the avoidance of doubt, please be aware that CashSentinel never requests this information in any way (phone, email, etc);

- F. Beware of phishing or fraud attempts by ensuring the safety of your computer (antivirus, malware sweeps, etc); and following best practices published online.

6.4 Timely reporting of any unauthorised access or Transaction

You are required to notify the Marketplace-Merchant immediately when you become aware of a loss, theft, misappropriation or any other unauthorised use of your Credentials.

Similarly, you are required to notify the Marketplace-Merchant immediately if you do not recognize Transactions on the Marketplace System.

As a sole Settlement Services provider, CashSentinel **does not assume any responsibility** regarding unrecognized transactions and any Settlement operations executed by CashSentinel as a consequence of any such unrecognized transaction.

6.5 Correctness of your banking information

Your banking details are updated on the Marketplace System.

Ensuring that the details on record are correct remains your responsibility.

As a sole Settlement Services provider, CashSentinel **does not assume any**

responsibility regarding any Settlement operations executed by CashSentinel towards an outdated/incorrect bank account.

6.6 Specifically, for the Marketplace-Merchant

As the Marketplace-Merchant, you are responsible for:

- The overall security of the Marketplace System;
- Ensuring the correctness of the information provided to CashSentinel via API, regardless of such information being provided directly or by a Mandated Provider.

CashSentinel ultimately executes Settlement operations based on the information provided via the API.

The Marketplace-Merchant is responsible for any loss incurred due to faulty data provided to CashSentinel, regardless of said data being provided directly by the Marketplace-Merchant and/or one of its Mandated Providers.

6.7 Specifically, for a Submerchant

As a Submerchant, you are responsible for:

- ensuring the correctness of the Transactions – in particular, that the funds you receive correspond to the value of the goods sold;
- ensuring the correctness of the commissions retained by CashSentinel on behalf of the

Marketplace-Merchant for each Transaction;

Any query with regards to Transactions; Marketplace-Merchant commissions; or Marketplace-specific terms & conditions are to be taken directly with the Marketplace-Merchant.

7. Terms and conditions

CashSentinel may modify the present T&Cs at any time. Revised T&Cs will be communicated through the Marketplace System to the Users, which are then provided a deadline of 30 days to review and raise any objection to them by contacting the Marketplace-merchant.

Beyond that period, if not formally objected, they will be deemed approved. In case of objection, your access to the Marketplace System and to the Services may be suspended or terminated by CashSentinel.

8. Payment Processing

The Platform processes the Settlement Services related to Transactions provided by the Marketplace-Merchant.

The corresponding funds are received from Acquirers in the Escrow Accounts, allocated and paid to the respective Submerchants, as per the Split Payment Data provided by the Marketplace-Merchant or its Mandated Provider.

Commissions on Transactions are paid to the Marketplace-Merchant as per the instruction of the Marketplace-Merchant in the Split Payment Data.

Proceeds of sales executed on the Marketplace are paid out regularly to the Submerchants.

8.1 Chargebacks

In case of a Chargeback applied by an Acquirer regarding one of your Transactions, the Mandated Provider (or ultimately CashSentinel) will automatically apply the Chargeback.

8.2 Account provisioning requirements

Based on a discretionary risk assessment, CashSentinel may enable a rolling balance on the payment of your Commissions (respectively Transactions) on the Escrow Accounts, with the sole purpose of mitigating its own risk with regards to Chargebacks.

In such a case, the payment of your Commissions (respectively Transactions) may be delayed by up to 30 days, and / or paid partially to ensure that a minimum balance is kept, covering any potential Chargebacks.

Specifically, for a Marketplace-Merchant, CashSentinel reserves the right to apply a Chargeback on any proceeds paid in the Escrow Accounts in relation to the same Marketplace-Merchant.

8.3 Settlement currency

The Platform handles various currencies for the consumer-side acquiring. In terms of settlement, the Platform settles all Transactions occurring on the Platform in CHF.

9. Fees and Commissions

9.1 Account opening, utilization and closing

The access, the use and the termination of the Services is free of charge for Submerchants.

If there are any outstanding Transactions, and / or funds, the termination of the Services will be delayed until all Transactions have settled and been paid to your Bank Account.

Should any Chargeback or Fee be claimed after the termination of the Services, they will remain due regardless of such termination.

9.2 Marketplace-Merchant Commissions

Marketplace-Merchant's Commissions are established pursuant to an agreement between the Marketplace-Merchant and the Submerchant.

The Split Payment Data communicated by the Marketplace-Merchant defines the amount of Commission to be paid to the Marketplace-Merchant and applies it automatically to the Split.

The amount of Commission paid to the Marketplace-Merchant in respect of each Transaction is governed by the commercial agreement between the Marketplace-Merchant and the Submerchant. Information about the Commission applied on each Transaction is available on the Marketplace System.

As a Submerchant, it is your responsibility to ensure that the Marketplace-Merchant's Commissions levied are correct. Any query with regards to said Commissions should be addressed directly to the Marketplace-Merchant.

As a Marketplace-Merchant, it is your responsibility to ensure that the Marketplace-Merchant Commissions communicated as part of the Split Payment Data are correct and in line with the agreement established between you and the Submerchant.

In case Commissions need to be corrected due to errors originating from the Marketplace-Merchant, CashSentinel reserves the right to levy an administrative fee to process corrections.

9.3 Administrative fees for incidents

CashSentinel reserves the right to charge administrative fees and debit them from any amount held in the Escrow Accounts in case of repeated incidents (payment rejections, Chargebacks, etc).

CashSentinel informs the Marketplace-Merchant at least 10 days prior to applying any such administrative fees.

10. Measures/ termination of the Services

10.1 Conservative measures

If we have reasons to believe that you are using CashSentinel for purposes not in line with the present T&Cs, or if we suspect any

unauthorized use of your Credentials or of the Marketplace System, we may take conservative measures to protect CashSentinel, third-parties, or yourself of the risks of cancellation, opposition, complaint, fraud, expenses, fines and any other liabilities.

CashSentinel is not liable for any damages resulting therefrom.

In particular, we may take the following actions (without limitation):

- A. Temporarily suspend, block, and limit your right to use the Marketplace System, or entirely suspend, block, limit your right to use of the Services, or suspend, block, limit your right to use the Marketplace System within the context of a particular Transaction, at any time and without incurring liability for doing so;
- B. Block funds on the Escrow Accounts for an unspecified but reasonable period within the course of the investigation to be carried out;
- C. Request information or ask you to update inaccurate information that you may have provided us;
- D. Communicate information related to your use of the Services and funds held on your behalf in the Escrow Accounts with our banking partners, supervisory authorities, compliance-related partners, and/or authorities within the framework of our legal obligations with regards to compliance requirements.

10.2 Termination of Services

CashSentinel reserves the right to terminate the Services without justification.

In such a case, and depending on a risk assessment, CashSentinel may at its discretion proceed according to any of the two following manners:

1. A “**Soft-closure**”, in which you are notified of a closing date, and until which CashSentinel will continue to process your Transactions;
2. A “**Hard-closure**”, by which CashSentinel terminates the Services with immediate effect. In such a case, further Transactions will be rejected.

11. Escrow Accounts

The funds held in the Escrow Accounts are deposited at a credit institution/custodian bank and are isolated from CashSentinel’s own assets.

In its payment facilitating and processing mission, **CashSentinel strives not to hold 3rd party funds in the Escrow Accounts for long periods of time, as it does not conduct a deposit-taking (banking) activity within the meaning the Federal Act on Banks and Savings Banks of November 8, 1934.**

In case of bankruptcy of CashSentinel, the provisions of the Federal Act on Debt Collection and Bankruptcy shall apply.

Subject to mandatory contrary provisions of Swiss law, these T&Cs confer no rights to the Users towards the custodian bank.

12. Errors

An error is defined as an erroneous entry presented on a Users’ Transaction information available on the Marketplace System, i.e. an entry not corresponding to a Transaction you recognize or instructions that you gave.

12.1 Timely reporting

Errors shall be reported to the Marketplace-Merchant as soon as they have been discovered, and in any case a maximum of 30 calendar days after they were posted on the Marketplace System.

12.2 Reporting errors to your benefit

Errors that benefit you shall likewise be reported.

For example, you need to report to the Marketplace-Merchant any amount credited in your favour on the Marketplace System that does not correspond to a Transaction you recognize.

You agree to not try to use proceeds from an erroneous Transaction to your benefit.

You shall remain liable to repay in full, and without any limit in time, any amounts that were paid as a result of an error.

12.3 Information related to the circumstances of the error

You agree to send us all information in your possession relevant to the circumstances of any error, unauthorised Transaction, and/or unauthorised use of the Services, and to take all necessary reasonable

measures to assist CashSentinel in resolving the problem.

12.4 Corrections

When made aware of an error, CashSentinel shall make all reasonable efforts to rectify it as soon as possible.

CashSentinel is hereby expressly authorized to retrieve and/or offset any amount mistakenly allocated to you on the Platform without prior notice and/or justification. The provisions governing unjust enrichment pursuant to Articles 63 ff. of the Swiss Code of Obligations are in this context expressly reserved.

12.5 Account freezing

The proceeds of your Transactions may be blocked temporarily in case CashSentinel investigates erroneous or presumably fraudulent Transactions as long as the circumstances having led to such investigation are not clarified.

13. Jurisdiction and liability

These T&Cs shall be governed by Swiss law, and any dispute in relation thereto shall be subject to the exclusive jurisdiction of the competent courts in the Canton of Vaud.

13.1 Absence of a waiver

The lack of action or objection on our part in the case of a breach of these T&Cs by you or other individuals shall not be deemed to constitute a waiver of any of our rights.

13.2 Limitations of liability

Unless explicitly regulated otherwise, Users shall be liable for damages that CashSentinel incurs as a result of Users and third parties involved by them, failing to fulfill their obligations, notably in technical, organizational and administrative respects.

In particular, CashSentinel is entitled to pass on to Users any potential claims for damages resulting from a breach of duty by the Marketplace-Merchant, Submerchant or by third-parties involved, as well as any penalty and/or processing fees imposed by involved 3rd parties, or any other case-related expenses.

The involved parties shall fully indemnify CashSentinel in this respect and shall be liable for these claims and any additional case-related expenses.

CashSentinel's contractual or criminal liability (particularly in the event of negligence), for people acting on our behalf, may not in any case be engaged because of the following damages and losses arising under this contract or in connection therewith, or in any other manner:

- i. Any loss of profit, customers, activity, contracts, income or predicted savings, even if we are informed of the possibility of such damage, loss of profit, customers, activity, contracts, income or predicted savings; or
- ii. Any loss or corruption of data; or
- iii. Any loss or any damage which does not result directly from a failure on our part to conform to these T&Cs; or
- iv. Any loss or any damage beyond what results directly from a failure on our part to conform to these T&Cs (whether you are capable or

not of proving such loss or such damage).

13.3 Absence of guarantee

Unless otherwise specified under these T&Cs and without prejudice to the rights granted to you by law, we provide the Services without any express or implied warranty. CashSentinel does not have control over the goods and services sold on Marketplaces, and CashSentinel cannot guarantee that a Marketplace-Merchant or Submerchant will complete a Transaction, or is authorized to perform it. CashSentinel does not guarantee continuous, uninterrupted, or protected access to the Services. We shall not be held liable for delays that may occur in the course of the provision of Services on the Platform.

You accept that your access to the Services may be occasionally restricted to allow for the correction of errors, maintenance, or the introduction of new features or services. Unless otherwise expressly stated herein, CashSentinel shall employ reasonable efforts to ensure that the electronic requests made by Users for crediting their Bank Account are processed within a reasonable period.

13.4 Compensation / reimbursement

You agree to defend, reimburse or compensate (in legal terms, to "indemnify") and hold harmless CashSentinel, the people who work for CashSentinel or are authorized to act on our behalf, of any liability for any complaint or claim (including legal costs) that a third party would raise which would be linked to a breach by you, your employees or representatives, or to

the infringement of any law and/or the use of the Services.

13.5 Entire agreement and rights of third parties

These T&Cs contain the entire agreement between the Users and CashSentinel relating to the Services on the Platform. All the articles as well as the different terms and conditions that must continue to apply due to their nature will remain valid after the termination of the Services. Should a clause under these T&Cs be declared null or not applicable, this clause would be cancelled but all the other clauses under these T&Cs shall remain applicable. Any person who is not party to these T&Cs shall not have the right to refer to or request to apply the provisions of the same.

14. Transfer of rights and obligations

You may not transfer any right or obligation under these T&Cs without the prior written consent of CashSentinel, nor are you authorised to transfer any funds owed on your behalf on the Escrow Accounts to a third-party.

15. Licensing; third party software

If you use a CashSentinel software on any platform, CashSentinel and its licensors grant you a limited, non-transferable, nonexclusive right to use the CashSentinel software strictly for your personal use and in agreement with the provided documentation, including updates, levelling, new versions and replacement software described herein. Renting, lending or transferring in any way the

software rights to a third party is prohibited. You must conform to the conditions of use stated in the CashSentinel documentation, and to the instructions that we provide regularly within the framework of the Services. In case you do not observe the instructions and requirements of CashSentinel in relation to the use of the Services, you will be held liable for all damages endured by yourself, CashSentinel, and third parties. You agree not to modify, reproduce, adapt, distribute, post, publish, perform opposite engineering operations, translate, dismantle, decompile, nor attempt in any way to recreate one of the source codes derivative of the software. You acknowledge that all rights, titles, and interests relating to the CashSentinel software are held by CashSentinel.

CashSentinel reserves the right to modify the software and the interfaces, to adapt them, present you with a new version or modify the features and/or the characteristics of the software at any moment.

16. Personal Data Protection

CashSentinel is subject to the applicable data protection legislation. To this end, CashSentinel collects and processes personal data in order to provide the Services. The collection and processing will be carried out in compliance with the personal data confidentiality and in accordance with the regulations in force applicable to the protection of such data, and in particular with Law No 78-17 of 6 January 1978 as amended and European Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. CashSentinel shall also implement technical measures to ensure the security

of said data and to prevent it from being distorted, damaged or communicated to unauthorised persons.

If the Personal Data required at the time of subscription is not provided, you may be denied access to the Services.

CashSentinel shall use the Personal Data only for the exclusive purposes of managing the relationship relating to the provision of the Services; assessing risk, security and prevention of non-payment and fraud; processing your requests and claims; and complying with legal and regulatory obligations, including combatting money laundering and the financing of terrorism.

You are made aware that such processing is necessary in particular for performance of the Services and for compliance with legal obligations to which CashSentinel is subject.

If CashSentinel is required to process Personal Data for a purpose other than that for which it was collected, you will be informed in advance of this other purpose and of any other relevant information concerning this processing.

The Personal Data processed in the context of this document are retained for the duration strictly necessary to achieve the purposes mentioned above. Unless otherwise stipulated by legislation and regulation, Personal Data will not be retained beyond the effective date of termination of the Services. In addition, Personal Data relating to identification will be retained for a period of ten (10) years from the end of the contractual relationship, in accordance with the mandatory legal and regulatory requirements applicable to CashSentinel.

Personal Data will not be transmitted to any third party without your express consent. You are, however, informed that Personal Data may be transmitted to subcontractors

of CashSentinel for the aforementioned purposes, provided that:

- such subcontractors act only on instructions from CashSentinel, exclusively on behalf of the latter; and
- that these subcontractors are subject to regulations guaranteeing a sufficient level of protection in this respect.
- CashSentinel ensures that subcontractors take necessary measures to preserve the security and confidentiality of Personal Data.
- You will be informed in the event of a high-risk breach of Personal Data (loss, intrusion, destruction,...).

You will also be informed in advance of any transfer of data outside of Switzerland and the European Union.

You may request a list of our subcontractors by sending a request to the customer service indicated earlier in this document.

CashSentinel reserves the right to disclose Personal Data at the request of a legal authority to comply with any applicable law or regulation, to protect or defend your rights or those of other Users, if compelling circumstances so warrant or to protect the safety of Users, the Services or the public.