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1. General

1.1 Definitions

In these Terms of Use, the following terms shall have the following meanings, unless otherwise stated:

- (a) **Subscriber:** Natural persons who are capable of acting in their private capacity persons with domicile and habitual residence in Switzerland;
- (b) **Offer:** Goods or services offered by Partners;
- (c) **App:** the app of Poinz;
- (d) **Services:** The services provided by Poinz pursuant to Clause 2.1;
- (e) **User Account:** the Subscriber's user account;
- (f) **Cashback:** credits credited to Subscribers for certain transactions (**cashback Transactions**) with Partners;
- (g) **Deal:** offer to purchase services or goods from Partners, usually at discounted rates and for a limited period of time;
- (h) **Gift Card Shop:** a store operated by Poinz in the App with gift card offers from partners;
- (i) **Loyalty Cards:** digitized plastic loyalty cards from Partners;
- (j) **Terms of Use:** these Terms of Use of Poinz, as amended from time to time; as amended from time to time;
- (k) **Partners:** affiliates of Poinz that provide loyalty offers, offers for goods and services, the credit card, or other offers through the App and/or website, as well as Swiss Loyalty Partners;
- (l) **Poinz:** Poinz AG, Zurich;
- (m) **Poinz Shopping:** offer to purchase goods and services pursuant to Section 3.2;
- (n) **Poinz Swiss Loyalty Card:** credit card issued by Swisscard AECS GmbH in cooperation with Poinz;
- (o) **Swiss Loyalty Partner:** certain merchants who have joined the Swiss Loyalty Program via the Worldline One Link service have joined the Swiss Loyalty Program;
- (p) **Swiss Loyalty Program:** a nationwide cashback program operated by Poinz. "Swiss Loyalty" in accordance with the terms and conditions set forth in Sections 2.7 and 3.2;

(q) **Loyalty Cards:** collection of loyalty points for transactions at Partners;

(r) **Website:** Poinz's website where Subscribers can log in and, if applicable, purchase be able to purchase certain Offerings, currently www.poinz.ch, including the subpages.

References to persons shall be deemed to apply equally to all genders.

1.2 Subject matter, conclusion and termination of the Terms of Use

(a) These Terms of Use govern, on the one hand, the relationship between Poinz and the Subscribers in connection with the Services (especially in Section 2). On the other hand, they contain provisions which, in the relationship between the Subscribers and the Partners as contractually agreed (especially in section 3).

(b) These Terms of Use are deemed to be agreed when the Subscriber registers in the the app or website.

(c) The Subscriber may delete the App at any time. The user account remains unaffected. Content can be retrieved at a later time by logging into the the app at a later date, provided that the subscriber has set up a user account. The subscriber can then request the deletion of his user account by notifying info@poinz.ch request the deletion of his user account. The subscriber acknowledges that with the deletion of the user account, all associated data including customer and including customer and loyalty cards will be deleted. These would have to be entered again when the app is used again. If the subscriber has not created a user account, his or her collected loyalty points or customer/loyalty cards, the acquired deals and gift cards and, if applicable, the cashback balance, will be lost and cannot be cannot be restored after the deletion of the app.

2. relationship between Poinz and the subscribers

2.1 Services provided by Poinz

(a) The Services may only be used by Subscribers. Poinz shall be entitled to change the Services at any time, provided that existing Subscribers do not suffer any unjustified disadvantages as a result. Currently the Services include the following elements:

- the management of the user account including the loyalty and gift cards (section 2.3);
- the provision of the app and the website (item 2.4);
- the brokerage of partner offers for partners (section 2.5);
- the management of Subscribers' cashback credit (Clause 2.7).

(b) Poinz further provides certain services to Partners. These include currently, for example, the processing of loyalty campaigns, the operation of the Swiss Loyalty program, the processing of the conclusion of the contract between the Subscriber and the Partner, the dispatch of order confirmations, and promotions. Subscribers have no

claim against Poinz for these services, and Poinz disclaims all liability to Subscribers in connection with these services, subject to the following in connection with these services, except for willful misconduct or gross negligence. intentional or grossly negligent unlawful harm to the Subscriber.

2.2 General provisions relating to the Services

- (a) In connection with the use of the Services, the following terms and conditions shall apply between Poinz and the Subscriber shall be governed exclusively by these Terms of Use.
- (b) Poinz shall provide the Services with due care and diligence, but excludes any warranty or liability for the and liability for the availability of the Services and the correctness and completeness of the information and completeness of the information contained in the Services.
- (c) Subscriber shall not use the Services in any unlawful, immoral or improper or abusive manner. He may not use the content offered, the Website, the App and other material provided by Poinz or Partners.
- (d) Poinz may, in the event of a violation of the Terms of Use, terminate Subscriber's immediately and without further notice from the services and delete the user account. and delete the user account. Section 2.7.1(f) shall apply.

2.3 User Account

Poinz maintains the Subscriber's user account, which is accessible via the Website and App. The user account shows, among other things, current and previously purchased deals, gift cards and the cashback balance. Poinz does not warrant and assumes no liability for the accuracy and timeliness of the information in the user account. These partly originate from partners. Poinz is not obligated to verify the accuracy of the information received from Partners. The Subscriber on his part user account and to ensure that the data displayed therein is correct. data displayed therein is correct. Any errors must be reported to Poinz.

2.4 App and Website

- (a) Poinz operates the Website and the App as part of the Services. Poinz does no warranty that the Website and App do not infringe any third party rights, and excludes any liability in this connection. In all other respects the following shall apply warranty and liability shall be Clause 2.8.
- (b) All copyrights, trademark rights, industrial property rights and other rights in connection the Website, the App and their contents and components shall remain with Poinz or its Poinz or its licensors. Any modification, duplication, reproduction, publication or disclosure to third parties and any other utilization without the prior written consent of

Poinz is prohibited.

2.5. mediation of partner offers

2.5.1 In general

- (a) With respect to the collection and redemption of loyalty points, a purchase of offers from a Partner and on the Poinz Swiss Loyalty Card, Poinz shall act Poinz only as an intermediary. The mediation is not carried out on behalf of the subscriber. The corresponding contractual relationship is exclusively between the between the Subscriber and the respective Partner. Poinz does not the Subscriber any guarantee for the conduct of the Partners and excludes any any liability in this connection.
- (b) Poinz shall check the content, offers, actions and campaigns of the Partners prior to their activation and thereafter carries out random checks of the content. Poinz shall make every effort, but cannot completely prevent, that in individual cases objectionable content is published in individual cases. If such content is discovered can be reported to Poinz.

2.5.2 For Deals

The Subscriber may withdraw from the deal in accordance with Section 3.1.2. In this case Poinz, if the reason for the withdrawal is not the responsibility of Poinz, to cover the cancellation fee of 5% of the purchase price incl. VAT or a minimum amount of including VAT or a minimum amount of CHF 5.

2.6 Poinz Swiss Loyalty Card

Subscribers can apply for a Poinz Swiss Loyalty Card in the app in accordance with section 3.5.

2.7 Cashback

2.7.1 Acquisition and expiry

- (a) For the following cashback transactions, the Subscriber will be credited with cashback under certain conditions, the Subscriber will be credited with cashback:
- Transactions pursuant to Clause 3.2 (Poinz Shopping);
 - Transactions pursuant to Clause 3.4 (Gift Cards);
 - Certain transactions pursuant to section 3.5(b) (use of the Poinz Swiss Loyalty Card);
 - Transactions with Swiss Loyalty Partners using the means of payment accepted for the Swiss Loyalty Program in each case. These transactions can be concluded by the

Subscriber outside the offers brokered by Poinz.

- (b) Certain transactions, partners or offers may, at the discretion of Poinz's discretion, be excluded from cashback. Details of cashback eligible Transactions, Partners and Offers can be found in the App.
- (c) The amount of Cashback will be determined by Poinz from time to time. Cashback does not interest.
- (d) Crediting of Cashback is subject to the following conditions:
 - At the time of the transaction and its crediting, the Subscriber meets the characteristics of a Subscriber as defined in Section 1.1(a);
 - the Subscriber has opened a User Account and is logged in at the time of the transaction (subject to purchases from Swiss Loyalty Partners and the use of the Poinz Partners and the use of the Poinz Swiss Loyalty Card);
 - the subscriber has completed and paid for a cashback transaction, cancellation rights have expired unused and any other conditions imposed by the of the Partner have been fulfilled.
- (e) If Cashback Transactions are cancelled (e.g. due to a complaint or reversal of the transaction), the corresponding cashback will be deducted. Cashback will be deducted. Poinz may also in other justified cases (e.g. in the event of card misuse or incorrect charges), Poinz may deduct the Cashback.
- (f) Cashback may be cancelled by Poinz (i.e., Cashback will be forfeited), if the Subscriber violates the Terms of Use, fails to meet the requirements for conditions for receiving the Cashback are not or are no longer met, or if the Subscriber has requested the deletion of his User Account.
- (g) The current balance of the Cashback can be viewed by the Subscriber on his User Account, if necessary with certain exceptions. account, if necessary with a certain time delay. Section 2.3 shall apply.

2.7.2 Cashing in or paying out Cashback

- (a) The Subscriber may use Cashback at any time to pay for Gift Cards in the Gift Card Shop at any time.
- (b) If the balance of the final posted Cashback exceeds a certain amount as determined by Poinz determined by Poinz, the Subscriber may transfer all or a portion of the or part of the amount to his/her own Swiss franc bank account in Switzerland. The payout can be initiated via the app.

be initiated via the app. Fees and costs of the receiving bank shall be borne by the Subscriber. Poinz is exempt from the obligation to pay out if the bank account specified by the subscriber account specified by the subscriber can be assigned to another person or does not exist.

2.8 Exclusion of warranty and liability

- (a) Claims for damages against Poinz shall be excluded, irrespective of their legal basis legal grounds, with the exception of damage caused intentionally or by gross negligence. damage.
- (b) For the performance of contracts between Subscribers and Partners or other third third parties are the sole responsibility of the parties concerned. Poinz shall not be liable for damages incurred by the Subscriber in connection with the acquisition of offers. arise.
- (c) Poinz does not warrant and disclaims any liability for the accuracy, completeness, adequacy and timeliness of the content of the partners or third parties content provided by the Partners or third parties. This content is, as far as checked by Poinz as far as possible within the scope of due diligence, but may nevertheless be incorrect.
- (d) Poinz may change the scope and functionality of the App and the Website at any time and website at any time and without prior notice. There is no entitlement to continued use of the App, Website and/or individual individual functionalities. The app and website may be subject to maintenance maintenance / repair work and for improvement purposes temporarily unavailable. be unavailable. In this context, Poinz shall not be liable in any way.
- (e) Poinz provides the App and Website on an "as is" basis, without any representations to achieve any particular objectives and without representations or warranties of any kind of any kind. The downloading, installation and use of the App or the Website is solely at your own risk and peril. Your own risk and peril, and Poinz disclaims any and all liability in this context. In particular, Poinz does not warrant and shall not be liable for the App and the Website functioning or being available at all times without available, that data will be transmitted correctly and completely to the Partner or third parties or that the Partner or third parties, or that the use of the App and Website will be error-free of the App and Website is given or possible at any time.
- (f) For the backup of the data on his device, including the data stored in the App or his user account, is the sole responsibility of the Subscriber.

2.9 Marketing and data protection

- (a) By entering into the Terms of Use, Subscriber agrees that he/she may be sent Poinz marketing messages for its own services and for third-party offers - including partner

offers - also electronically (e.g. by e-mail). transmitted.

- (b) Poinz processes personal data in connection with its services and offers. Information on processing can be found in the Poinz data protection declaration at www.poinz.ch/datenschutz.

3. relationship between the subscribers and the partners

3.1 Provisions for the purchase of Deals

3.1.1 General

- (a) Deals may be purchased for a limited period of time. For Deals Poinz accepts payment from the Subscriber on behalf of the Partner. A Deal is not acquired until Poinz has posted payment for the Deal. Poinz and the Partner can reject the acquisition of a deal without giving any reject it.
- (b) The deal is subject to the disclosures and restrictions set forth in the description of the deal. The redemption of the Deal (i.e., the purchase of the corresponding goods or services) is only possible within the validity period. Upon expiry of the validity period, the right to purchase the corresponding offer shall expire without compensation. The validity period is one month, unless the description of the deal no other validity period is specified in the description of the deal.
- (c) Unless otherwise stated in the deal description, deals are transferable and can be redeemed only once. If any part of the deal value remains after that, it will be forfeited without refund.

3.1.2 Revocation

- (a) The subscriber may withdraw from the deal within ten days from the date of purchase by written notice to poinz AG, Manessestrasse 170, 8045 Zurich, Switzerland, or e-mail to info@poinz.ch, provided that the deal has not yet been redeemed. Dispatch is sufficient to meet the deadline. For the cancellation fee shall be governed by section 2.5.2.
- (b) In case of an effective cancellation, the deal will be cancelled. The payment Poinz will be refunded within three working days of receipt of the revocation notice. The refund shall be considered as settlement all claims. Further claims are excluded.
- (c) In the case of revocation of hotel deals and travel, the Subscriber is responsible for the cancellation with the Partner himself. The same applies to rebookings. The Cancellation and rebooking conditions according to the Partner's GTC apply. Cancellation or rebooking costs shall be borne by the Subscriber.

3.1.3 Prices and payment

- (a) The prices of the Deals shall be quoted in Swiss francs and shall include and already include any value added tax. Poinz may change the prices of the Deals at any time. The price stated at the time of purchase and in the subsequent confirmation (e-mail) shall apply.
- (b) Only the payment methods indicated during the payment process will be accepted. In case of payment via PayPal, the terms and conditions of PayPal. In the event of a malfunction of a payment system, neither Poinz nor the Partner.

3.2 Provisions regarding the Swiss Loyalty Program

Subscribers participate in the Swiss Loyalty Program upon registration. Poinz may change the group of eligible participants at any time. Subscribers shall be assigned a number, which can be seen in the app (and which can be used, for example, when applying for a Poinz Swiss Loyalty Card).

3.3 Provisions regarding Poinz Shopping

- (a) Subscribers may use the "Shopping" function in the App to access offers of partner stores and purchase offers from these partners. In doing so, Poinz acts as an intermediary for the Partner. The contractual relationship the purchase of the offer is exclusively between the Subscriber and the and the Partner. For this contractual relationship, the terms and conditions of the respective Partner shall apply.
- (b) Subscribers receive a cashback for purchases via Poinz Shopping in accordance with section 2.7. participation in the Swiss Loyalty Program is not a prerequisite for the use of Poinz Shopping. for the use of Poinz Shopping or for the purchase of goods and services through services via Poinz Shopping.

3.4 Provisions for the purchase of gift cards

- (a) Poinz shall offer gift cards via the Gift Card Shop in the name of and on account of the respective Partners. Poinz shall accept payment from the Subscriber and forwards it to a third party acting on behalf of the respective Partners for the attention of the for the attention of the Partner. Poinz shall also provide the Subscriber with the activation code and a receipt for the gift card. Poinz shall act as an intermediary for the Partner. The contractual relationship forthe Gift Card shall be exclusively between the Subscriber and the and the respective Partner. For this contractual relationship the conditions of the Partner shall apply.
- (b) Section 3.1.3 applies to payment, whereby the Subscriber may also pay for the Gift Card pay for the Gift Card by redeeming the Cashback.
- (c) The Subscriber shall receive cashback for purchases of Gift Cards in accordance with

Clause 2.7. However, participation in the Swiss Loyalty Program is not a prerequisite for the purchase of Gift Cards (except in the case of payment by Cashback).

3.5 Provisions for the Poinz Swiss Loyalty Card

- (a) The Subscriber may apply for a Poinz Swiss Loyalty Card in the App. The Poinz Swiss Loyalty Card is issued by Swisscard AECS GmbH. The relationship exists exclusively between the Subscriber and Swisscard. The terms and conditions of Swisscard shall apply.
- (b) The Subscriber shall receive cashback for certain transactions with the Poinz Swiss Loyalty Card. Card in accordance with Clause 2.7 and the separate terms and conditions of Swisscard AECS GmbH.

3.6 Data protection

The Partners process the Subscriber's personal data as their own data protection responsible parties. The corresponding data protection provisions of the of the respective partner, which are generally available on the partner's website. Poinz is not responsible and not liable for data processing byPartner.

4. Final provisions

- (a) Poinz may receive contributions from Partners and other third parties to promote sales (commissions or similar). These serve, among other things, to cover the costs and the financing of the cashback.
- (b) Insofar as these Terms of Use are invalid or incomplete, this shall not affect the this does not affect the validity of the remaining provisions. The invalid or missing provision shall be deemed to be replaced by a valid provision which best achieves the economic purpose of the Terms of Use.
- (c) Poinz reserves the right to terminate the Services at any time without giving reasons or to reasons or to replace them with other services.
- (d) Poinz may modify these Terms of Use at any time. Subscribers will be informed in advance. The amended Terms of Use shall be deemed accepted the next time the Subscriber uses the App or the Website or does not or does not terminate the usage relationship within 30 days after notification of the of the change by e-mail or letter to Poinz.
- (e) Swiss law shall apply to the exclusion of conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG). For all disputes arising from or in connection with these Terms of Use or the legal relationships thereunder between Poinz and the Subscriber, the courts of the city of Zurich shall have exclusive shall have exclusive jurisdiction. Poinz may, however, assert its rights at the domicile of the Subscriber or before any other competent or before any other competent

authority. Reserved mandatory legal provisions and, in the relationship between the Subscriber and, in the relationship between the Subscriber and a Partner, deviating conditions of the Partner, insofar as these have been validly agreed.