

**1. Underlying principles**

- a. These General Terms and Conditions (GTC) govern the legal relationship between you and MF Group (Kornhausstrasse 25, CH-9001 St. Gallen, hereinafter referred to as **MF**).
- b. If you have already entered into a POWERPAY credit account contract and your current purchase can be assigned to this contractual relationship, the corresponding terms and conditions of the POWERPAY credit account contract also apply to this purchase. No new contract shall be concluded in this case. Otherwise, the present conditions of this POWERPAY invoice contract apply.
- c. By selecting and using the payment method POWERPAY invoice, you confirm that you have read, understood and agreed to these GTC.
- d. POWERPAY invoice is only available to individuals of legal capacity, who have a regular income and are resident in Switzerland or Liechtenstein. If legal entities or non-incorporated firms or individual enterprises (hereinafter referred to as 'companies'), all with registration in Switzerland or Liechtenstein, are admitted, article 14 applies.
- e. The contract of purchase of goods or respectively of the provision of the service (hereinafter referred to as 'underlying transaction') is concluded exclusively between you and the seller of goods respectively provider of the service (e. g. a stationary retailer or online shop, hereinafter both referred to as 'Merchant'). For this underlying transaction, the terms and conditions of the merchant apply accordingly, which is why the Merchant alone is responsible for the handling of the underlying transaction, in particular for general customer enquiries (e. g. regarding goods, delivery time, shipment), returns, complaints, revocations, objections or paybacks. **MF is exclusively responsible for queries in connection with the payments.**

**2. Payment with POWERPAY invoice**

MF offers the payment method POWERPAY invoice as an external payment service provider in cooperation with the respective Merchant. Subject to section 1. b. above if you opt for POWERPAY invoice, you conclude the present POWERPAY contract with MF and the Merchant assigns his claims arising from the underlying transaction to MF. You are hereby obligated to pay to MF the entire underlying claim as well fees to be paid if applicable and any interest, as set out in the table of fees, mentioned below, according to the existing conditions.

**3. Payment obligation, billing method and terms of payment**

You undertake to pay all underlying claims arising from POWERPAY invoice purchases (purchase sum) as well any interest and fees with one of the following settlement modes. If you obtain the goods or service in the business premises, you are given the receipt. In the event of forwarding, you can choose if you want the invoice to be sent as a supplement to the shipment of goods, by mail to your address (postal) or by e-mail to your email-address (electronic), based on the data you provided during the ordering process and/or checkout. If you select forwarding of the invoice via e-mail and the e-mail address provided by you is inaccurate, incomplete or invalid, MF may send the invoice by mail (postal). In the event of forwarding by post, you will be charged costs according to the table of fees. If you already have made purchases using POWERPAY invoice, all amounts could be summarized in one invoice. This allows you to get an overview over all outstanding amounts. **The POWERPAY invoice has no novating effect.**

**a. For amounts up to CHF 499.99**

You have two options for paying the POWERPAY invoice:

- 1. You pay each claim (purchase sum) and any fees to be paid according to the table of fees below (together: amount outstanding) in one amount upon receipt of the invoice, at the latest by mentioned due date. **If the entire invoice amount is paid in due time, no interest or additional fees are incurred.**
- 2. You pay part of the outstanding amount upon receipt of the invoice, at the latest by mentioned due date. The minimum amount is indicated on the invoice. **MF may at any time determine the minimum amount at its discretion. If this instalment payment option is used, MF will charge an annual interest rate in accordance with the table of fees.**

**b. For amounts of CHF 500.00 or more**

You have two options for paying the POWERPAY invoice:

- 1. You pay the entire outstanding amount in one amount upon receipt of the invoice, at the latest by mentioned due date. **If the entire invoice amount is paid in due time no interest or additional fees are incurred.**
- 2. You pay the entire outstanding amount within no more than three consecutive months, whereby the respective instalment is to be paid upon receipt of the invoice, at the latest by the mentioned due date. The respective instalments do not have to be equal. The minimum amount is indicated on the invoice. **MF may at any time determine the minimum amount at its discretion. If this instalment payment option is used, MF will charge an annual interest rate in accordance with the table of fees.**

If you choose to make full or partial payments at the post office counter, the corresponding postal charges will be passed on to you in the subsequent invoice. **If the invoice amount or the minimum amount, including any fees and interest, is not paid in full on time, you are in default. In this case, you will be charged default interest to be paid on the entire outstanding amount from the purchase date as well as reminder fees (according to the table of fees) for each reminder.** Furthermore not paid invoices could be transferred to a debt collection agency either in Switzerland or abroad. For this transfer you will be charged according to the table of fees. In the event of payment arrears, MF can also demand immediate payment of the entire outstanding amount at any time and refuse to offer you POWERPAY invoice for further purchases.

**(Partial) payments shall be taken into account as soon as they are booked and shall initially be credited against outstanding fees and interests.**

For the creation of a copy of the invoice on your request, you will be charged a flat rate per invoice according to the table of fees.

The invoice shall be deemed accepted if it is not objected to in writing within 10 days of receipt.

**4. Contract duration and termination**

This contract is concluded for an indefinite period of time. It automatically ends with payment of the entire outstanding amount within the mentioned due date or upon the conclusion of a POWERPAY credit account contract.

MF is entitled to dissolve this POWERPAY contract if you fall into arrears. In this case, the entire outstanding amount is to be paid by the due date mentioned on the notification.

Moreover, MF shall be entitled to rescind the contractual relationship retroactively in the event of fraud or attempted fraud, deception or attempted deception.

**5. Offsetting ban**

You are not entitled to offset any counter-claims against claims that MF has against you.

**6. Engagement of third parties and right of assignment**

MF is entitled to engage third parties to execute this contract. Furthermore, MF is entitled to transfer this contractual relationship or to assign its claims in whole or in part to third parties. If you are in default and a third party is engaged to collect payment arrears, you may incur additional fees or costs as shown in the table of fees of the Swiss debt collectors' Association Inkasso Suisse. In addition to the open invoice amount and the meanwhile accumulated fees, you are obligated to pay all costs caused by your default of payment.

**7. Data protection provisions**

You can find the current privacy policy here: [terms.mfgroup.ch/agbfiles/Datenschutz\\_en.pdf](https://terms.mfgroup.ch/agbfiles/Datenschutz_en.pdf)

**8. Withdrawal from the underlying transaction**

If the contract between you and the Merchant (underlying transaction) is cancelled or reversed within 60 days of conclusion of the contract, e.g. because the purchased goods are defective or the purchased service cannot be provided or obtained, you must inform MF immediately. MF will not charge you in these cases if the Merchant confirms the cancellation or reversal to MF. MF reserves the right to charge you for any costs incurred after 60 days have elapsed since the present POWERPAY contract was concluded.

**9. Notifications, contacting method and duty to report changes to contact details**

Notices from MF shall be deemed to have been validly delivered if sent to the last transmitted (i) postal address; alternatively sent via (ii) email, via mobile phone number by (iii) SMS, (iv) WhatsApp message or (v) similar messaging applications. Accordingly, you agree that MF may use the aforementioned contact options for the purpose of

## General Terms & Conditions for POWERPAY invoice and Privacy Policy

contacting you. You undertake to notify MF immediately in writing of any changes to your contact details.

### 10. Amendments to the GTC

You will be notified by a message (via email, with your invoice, etc.) and/or in some other reasonable way of amendments to the GTC. You are considered to have accepted the amendments **if you do not object in writing (by e-mail is sufficient) within 20 days of the date of the notification.**

### 11. Disclaimer

MF shall only be liable in the event of intent or gross negligence for damages arising from the breach of contractual obligations. The liability of agents shall likewise be limited to intent and gross negligence. Cooperation partners and other third parties that MF brings in to fulfil its obligations vis-a-vis the Merchant or customers shall also be regarded as agents.

### 12. Applicable law and place of jurisdiction

The present POWERPAY invoice contract shall be governed exclusively by Swiss law. The place of jurisdiction shall be St. Gallen, unless another place of jurisdiction is mandatory by law. MF is entitled to prosecute you at any other competent court.

### 13. Table of fees

Specification	Fee/Costs*	Specification	Fee/Costs*
Administrative fees per invoice (by e-mail or as supplement to the shipment of goods)	free of charge	1. Warning fee	CHF 18.-
Administrative fees per invoice (by post)	CHF 2.90	2. Warning fee	CHF 28.-
Annual interest rate (partial payment)	14.9 %	3. Warning fee	CHF 38.-
Annual interest rate (arrears)	14.9 %	Costs for transfer to debt collection agency	CHF 50.-
PostFinance charges (fee charged by the post office for cash in-payments at the post office counter if you choose this option)	according to the current post office rate**	Address or payment investigation	CHF 16.- + incurred third-party costs
Invoice copy (if requested by you)	CHF 10.-		

If there is an overpayment the reversal payment can be charged with a fee of CHF 20. The management fee for such overpayments can be CHF 8 per month. We reserve the right to make changes.

\*The indicated fees and costs are maximum amounts. MF reserves the right to deviate from this

\*\* The valid price list for in-payment slips: (<https://www.mfgroup.ch/en/price-pf>).

### 14. General conditions for companies

- POWERPAY invoice **is only available to companies, which (i) have capacity of acting, (ii) are solvent and (iii) are registered in Switzerland or Liechtenstein.**
- Following conditions of these GTC apply for admitted companies: Art. 1c, 1e, 2, 3c, 4-13
- You undertake to pay all underlying claims arising from POWERPAY invoice purchases (purchase sum) as well any interest and fees with one of the following settlement modes. If you obtain the goods or service in the business premises, you are given the receipt. In the event of forwarding, you can choose to send the invoice as a supplement to the shipment of goods or to send it by mail to your address or to send it by e-mail to your email-address (electronic), based on the data you provided during the ordering process and/or checkout. If you select forwarding of the invoice via e-mail and the e-mail address provided by you is incorrect, incomplete or invalid, MF could send the invoice by mail (postal). In the event of forwarding by post, you will be charged costs according to the table of fees. If you already have made purchases using POWERPAY invoice, all amounts could be summarized in one invoice. This allows you to get an overview over all outstanding amounts. The POWERPAY invoice **has no novating effect.**

You have two options for paying the invoice:

- You pay each claim (purchase sum) and any fees to be paid according to the table of fees below (together: amount outstanding) in one amount upon receipt of the invoice, at the latest by mentioned due date. **If the entire invoice amount is paid in due time, no interest or additional fees are incurred.**
- You pay part of the outstanding amount upon receipt of the MF invoice, at the latest by mentioned due date. The minimum amount is indicated on the invoice. **MF may at any time determine the amount of the minimum amount at its discretion. If this instalment payment option is used, MF will charge an annual interest rate in accordance with the table of fees.**

St. Gallen, September 2023