

# Terms and Conditions of Use for BKB TWINT

## 1. General provisions

### 1.1 Service/area of application

TWINT is a payment system operated by TWINT AG (hereinafter also referred to as the “payment system operator”). BKB TWINT is an app (hereinafter also referred to as the “BKB TWINT App” or the “App”) that enables cashless payments to be made via the TWINT payment system using a suitable mobile device such as a smartphone.

Users of BKB TWINT (see also Clause 1.2) can use the App as a payment method in traditional retail stores, at vending machines, in online shops and in apps, provided that the merchants or service providers accept TWINT as a payment method (hereinafter referred to as “merchants”) (together hereinafter referred to as “P2M payments”), and use the App to transfer funds directly to another person with a TWINT App (hereinafter called “P2P payments”) (see Clause 2, “Payment functions”).

In addition, added-value services can be offered within the scope of BKB TWINT (see Clause 3, “Added-value services”).

These Terms and Conditions of Use, together with the Terms and Conditions, the other Terms and Conditions of Basler Kantonalbank (BKB) and any other contractual provisions applicable to specific types of transactions or services, govern the use of all services offered in BKB TWINT. These comprise payment functions and added-value services, which are described on the website [twint.ch](https://www.twint.ch) (hereinafter the “services”). These Terms and Conditions of Use are considered accepted as soon as the user has confirmed his/her mobile phone number or has registered via the BKB TWINT App, but not later than the first use of BKB TWINT.

### 1.2 Access to the TWINT services

The services can be used on all mobile devices on which the BKB TWINT App can be installed. A specific version of the iOS or Android operating system is required (minimum requirements can be found in the relevant app store). Any person who has a mobile phone number from one of the following countries has access to the services as a user: CH, D, F, I, LI, and who holds a CHF account with BKB as a contracting partner or customer, i.e. as the holder or joint holder of a CHF account with an unrestricted individual right of disposal for payment transactions, and has concluded an agreement with BKB for digital banking or a similarly designated agreement.

Technical access to the services is via the Internet on the user’s mobile device acting as a personal terminal and, depending on the area of application, a dedicated infrastructure provided by a merchant. Certain services cannot be used if no Internet connection is available.

However, BKB can restrict payment and other functions of BKB TWINT in whole or in part at any time, in particular due to regulatory requirements or on the orders of a public authority.

### 1.3 Registration and identification

When installing the BKB TWINT App on his/her mobile device, the user is requested to enter his/her mobile phone number. This is verified for security reasons. The user’s information is sent to TWINT AG for registration. When changing or deactivating the mobile phone number, the user must immediately inform BKB either of the new number or of the deactivation of the TWINT user account. Any changes to details provided during registration must be updated without delay.

### 1.4 Confidentiality and disclosure of data to public authorities and third parties

BKB is bound by statutory confidentiality obligations, in particular banking secrecy. The user agrees that the fact of a business relationship with BKB and his/her master data (e.g. name, place of residence) may be disclosed to the payee and other third parties (e.g. the payee’s bank) where necessary for the provision of or within the scope of the services.

The content data of business relationships (e.g. balance and payment data) is confidential as a matter of principle. The user acknowledges or, where necessary, agrees that confidentiality is waived in the following cases, among others, subject to the provisions of Clause 4, “Use of data”:

- To meet statutory or officially mandated duties to provide information and regulatory requirements as well as contractual duties to provide information to TWINT AG or other parties participating and involved in the TWINT system (e.g. to assess and process any complaints);
- For the collection of receivables of BKB;
- In the context of judicial or official proceedings in which BKB is involved;
- In connection with the transfer of data necessary for the operation of the TWINT system to TWINT AG, such as in particular, transaction and master data as well as data on the use of the BKB TWINT App by the user.



### **1.5. Support**

BKB provides the user with a help function via the BKB TWINT App. BKB can also call on third parties for the provision of this support. To enable them to perform this task, they may be granted access to relevant data.

### **1.6 Due diligence by the user**

When using the BKB TWINT App, the user must, in particular:

- define a PIN and keep it secret; he/she may neither write it down nor store it unsecured electronically and may not use any easily identifiable combination (no telephone numbers, dates of birth, car registration numbers, easily identifiable number sequences or the like) and may replace this with fingerprint recognition ("touch ID" and "login with fingerprint") or face recognition ("face ID" and "login with face recognition");
- protect their mobile device against unauthorised use or tampering (e.g. by means of a device or display lock); this lock must be changed immediately if there is reason to assume that unauthorised persons have access to it;
- keep the operating system on their mobile device and the BKB TWINT App up to date;
- refrain from disabling the security structures by installing apps or operating systems that are not officially available (jailbreaking) or similar manipulations on the mobile device (e.g. rooting, i.e. setting up access at system level);
- immediately notify BKB if their mobile device is lost so that BKB TWINT can be locked;
- check the payee details prior to each payment in order to prevent incorrect transactions;
- should damages be incurred, to the best of his/her knowledge contribute to the resolution of the case and mitigation of the damages, and file a criminal complaint if criminal acts are suspected;
- check payments already executed and notify BKB immediately of any discrepancies not later than within 30 days.

### **1.7 Misuse**

If the use of BKB TWINT deviates significantly from normal usage patterns in BKB's view, or if there is any indication of behaviour that is illegal or in breach of the agreement (e.g. use of BKB TWINT for commercial purposes of any kind) or if the user provides incorrect or incomplete information when concluding the contract, BKB can encourage the user to use the App in a legally and contractually compliant manner, alter, restrict or terminate the provision of the service with no compensation or prior notification, and terminate the agreement concerning BKB TWINT without notice and without compensation. BKB reserves the right to assert claims for damages and indemnification against third-party claims.

### **1.8 Liability**

BKB is not liable for loss or damage incurred through the user's use of the BKB TWINT App, especially loss or damage that:

- is due to transmission errors, faulty transmissions, technical faults or defects, failures and unlawful access to or interference with the user's mobile device;
- is due in whole or in part to the user's violation of these Terms and Conditions of Use or applicable laws or other regulations (including the use of a "jailbroken" or incompatible mobile device);
- is due to a malfunction, a program error, a function that is unavailable or a failure to update the BKB TWINT App;
- is due to faults or interruptions (including for system maintenance work) or overloads of the relevant IT systems or networks;
- is due to payments that are not processed or are processed after a delay;
- relate to the use of added-value services;
- is attributable to acts or omissions on the part of third parties, including the payment system operator and other third parties involved in the processing of payments with BKB TWINT, including authorised merchants that offer goods or services via their own apps with app-to-app switch functionality and support P2M payments;

unless the user demonstrates that the loss or damage is due to a breach of contract by BKB, insofar as BKB does not prove that it is not at fault. To the extent permitted by law, BKB will not accept any liability for damages due to minor negligence.

To the extent permitted by law, BKB does not accept any liability for consequential damage, lost profits or data losses under any circumstances. BKB is also not liable for loss or damage resulting from unlawful or non-contractual use of BKB TWINT.

Contracts concluded or legal relationships entered into by the user with regard to goods and services paid for with BKB TWINT are outside BKB's sphere of influence. The user must assert any claims in this connection directly against the seller or service-provider. BKB does not accept any warranty or liability in this respect.

The user will indemnify BKB against loss or damage that are incurred by BKB as a result of non-compliance with these Terms and Conditions of Use or applicable legislation, as a result of incorrect or incomplete information or the execution of the user's instructions.

### **1.9 Authentication and responsibility of the user**

The user acknowledges that any person who authenticates him/herself by using the BKB TWINT App and/or confirms a transaction via the App, saves BKB TWINT as a payment



method with merchants, uses BKB TWINT at automated payment points or uses it in any other way is considered to be authorised to carry out transactions with BKB TWINT. This also applies if this person is not the owner or otherwise authorised person with regard to the device used. The user acknowledges all transactions carried out and the resulting claims of the merchants and payment points and irrevocably instructs BKB to pay the corresponding amounts. BKB is entitled to debit the user for all transactions carried out and registered electronically.

#### **1.10 Communication**

Communication between BKB and the user with regard to BKB TWINT is in principle via the BKB TWINT App. If necessary, BKB can also contact the user via all other communication channels that have been agreed with the user or are customary.

#### **1.11 Amendments to the Terms and Conditions of Use**

BKB reserves the right to amend these terms and conditions at any time. Any changes will be communicated to the user in advance in an appropriate manner. Unless the user cancels BKB TWINT before the changes come into force by means of an express declaration to BKB, the changes will be considered to have been approved, but in any event at the time of the first use of BKB TWINT after the changes come into force. In the event of cancellation, the user's participant account is deactivated and the BKB TWINT App and the corresponding functions and services can no longer be used.

#### **1.12 Reservation of statutory regulations and local legal restrictions on use**

The use of BKB TWINT is subject to any statutory or other provisions governing the operation and use of mobile devices, the Internet and other infrastructure, including payment systems.

The use of the services from outside Switzerland may be subject to local legal restrictions or, under certain circumstances, breach local law. The payment function is limited to Swiss territory as a matter of principle and may not be utilised abroad. However, international payments are permitted via a foreign payment system that cooperates with the TWINT system. A corresponding list can be viewed at [www.twint.ch](http://www.twint.ch).

BKB reserves the right to change, limit or completely discontinue BKB TWINT at any time and without prior notification, particularly due to legal requirements, technical problems, for the purposes of preventing misuse, on the orders of public authorities or for security reasons.

#### **1.13 Intellectual property**

The user receives the non-transferable, non-exclusive right to use the BKB TWINT App for the duration of the agree-

ment. The content and scope of this right are governed by these Terms and Conditions of Use. All intellectual property rights remain with BKB, TWINT AG or other third parties entitled to such rights. If the user breaches the intellectual property rights of third parties and a claim is made against BKB, the user must indemnify BKB or the entitled third parties.

#### **1.14 Duration and termination**

The contract between the user and BKB is concluded for an indefinite period and can be terminated by either party at any time. BKB terminates the contract by deactivating the user account for the use of BKB TWINT. The user can terminate the contract by informing BKB that he/she no longer wants to use BKB TWINT and deleting the BKB TWINT App.

#### **1.15 Blocking by the user**

BKB blocks access to BKB TWINT if so expressly requested by the user. Payments made up to this time are considered booked and cannot be reversed.

#### **1.16 Amendments to services and blocking of access by BKB**

BKB may change, update or further develop BKB TWINT or the associated services at any time and may discontinue the operation of or access by the user to BKB TWINT in whole or in part at any time and without prior notice, including for technical or legal reasons (see also Clause 1.12).

#### **1.17 Severability clause**

If any provision of these Terms and Conditions of Use should be invalid or ineffective in whole or in part, this shall not affect the validity or effectiveness of the remaining provisions. In such a case, the invalid or ineffective provision shall be replaced by a provision that is as equivalent as possible in terms of meaning and purpose.

#### **1.18 Applicable law and jurisdiction**

All legal relationships between the user and BKB shall be exclusively subject to Swiss law but with the exclusion of conflict-of-law provisions and international treaties. The place of performance, place of enforcement for users with a foreign domicile, and the sole place of jurisdiction for all disputes shall be Basel. However, BKB also has the right to take legal action against the user before the competent court at his/her domicile or before any other competent court, at which time Swiss law remains exclusively applicable. Mandatory provisions as to the place of jurisdiction under Swiss law shall take precedence.

## **2. Payment functions**

### **2.1 Limits**

Limits for cashless payments and for sending and receiving funds can be viewed in the BKB TWINT App. BKB

reserves the right to amend limits or introduce additional limits at any time.

### **2.2. Reference account**

When registering, the user must specify in the BKB TWINT App a BKB account in his/her name or an account in his/her name and in the name of another joint holder that he/she wishes to use for payments ("Reference Account"). Joint accounts are only permitted if each joint account holder has an individual right of disposal based on their position as account holder, excluding a pure power of attorney (accounts with a conjoint, solidarity or similarly designated agreement).

### **2.3. Payment function**

Users can use their mobile device and the BKB TWINT App linked to it to make cashless payments at correspondingly equipped shop checkouts (point of sale, "POS"), vending machines, on the Internet, in other apps and by registering TWINT as a payment method with selected merchants (P2M payments) via the "Partner functions" area and to other persons with a TWINT App (P2P payments) within the applicable limits.

The corresponding amount is directly debited to the reference account. The user acknowledges all booked payments made in connection with his/her mobile device while maintaining the security features. In the settings of the BKB TWINT App, the user is free to choose the amounts for which a payment is to be made automatically, following express confirmation by him/her (OK button) or after entering the PIN.

The user can amend the suggested and saved approval limits. Settings made can be amended at any time. This excludes payments to merchants for which the user has saved TWINT as a payment method and for which he/she has generally approved payments. The payment is then executed automatically in accordance with the payment process defined by the merchant or between the user and merchant.

By making a payment using the pre-authorisation function, the user authorises a merchant to debit his/her account at a later date. The actual amount is not fixed at the time of pre-authorisation and is not confirmed definitively until the service has been performed.

In the case of P2P payments, the payee's mobile phone number can also be used to find the payee. If the user enables access, BKB TWINT can access the existing contacts on the payer's mobile device.

The user can register with authorised merchants for the "Automated payment" payment function via BKB TWINT. In such a case, BKB is authorised to debit the transaction

amount to the user's account without the user having to approve the individual transaction and to pay the amount to the merchant using "Automated payment" in accordance with the agreement between the merchant and the user. Authorisation of this kind can be revoked by the user in the BKB TWINT App at any time.

The user can access an overview of the various applications in the "Partner functions" area of the BKB TWINT App. When selecting one of these, the user is transferred to the relevant merchant's website where the user can select products or services that can be paid for with BKB TWINT.

Under no circumstances whatsoever can a transaction be reversed. In the event of complaints, the user must come to an agreement directly with the relevant merchant. In the case of P2P payments to other users, additional messages and/or images may be sent together with funds. Users are not permitted to send messages or images with offensive or illegal content via BKB TWINT or to harass other users using this function.

### **2.4 Prices and fees**

The installation of the BKB TWINT App and the use of the services are, in principle, free of charge for the user. International payments in foreign currencies are automatically converted into Swiss francs at an exchange rate provided by a third party. BKB can increase this exchange rate (known as a markup) and charge an additional fee for the foreign currency transaction. BKB is entitled to the markup and the fee. The user will always be shown the final amount in Swiss francs for confirmation. If an international payment is reversed, it will be at the exchange rate set at the time. The user bears the corresponding exchange rate risk. In addition, the bank may charge the user additional fees, for example for payments that are rejected by correspondent banks or that require clarification.

The user will be informed about changes to prices and the introduction of new fees in the BKB TWINT App and/or otherwise in an appropriate manner before they come into effect. The amendment will be considered to have been approved if the user continues to use the BKB TWINT App after the change comes into effect.

### **2.5 Payment information**

Transactions can be viewed in the BKB TWINT App for a maximum of 180 days.

### **2.6. Compensation and fees**

In the case of P2M transactions, merchants pay a fee for the use of the TWINT payment system (merchant commission) to the companies that recruited the merchants to accept TWINT and have concluded corresponding contracts with them (known as acquirers, such as World-



line Switzerland Ltd or TWINT Acquiring AG). merchants also pay fees to TWINT Acquiring AG for the use of added-value services.

The user acknowledges that part of these fees paid by the merchants may be transferred to BKB. BKB uses the fees that are transferred to it to cover part of its own costs for the provision of the BKB TWINT App and the execution of transactions. If BKB is not already entitled to the fees, BKB may retain them as remuneration for its services and the user waives any claims for surrender.

If it is necessary to cover BKB's expenses for the operation of BKB TWINT and the processing of transactions, fees may be charged directly to the user and compensation for external fees may be requested (see Clause 2.4).

### **3. Added-value services**

#### **3.1 Mobile marketing campaigns**

##### 3.1.1 Presentation of campaigns

TWINT AG may show ads (advertising), coupons, stamp cards and other campaigns (hereinafter referred to as "campaigns") to the user in the BKB TWINT App, which can be seen, managed and redeemed by the user, as follows:

- Campaigns launched by TWINT AG or the TWINT system (hereinafter referred to as "issuer campaigns");
- TWINT AG campaigns launched together with a third-party provider (hereinafter referred to as "issuer added-value campaigns");
- Campaigns launched by a third-party provider (hereinafter referred to as "third-party-provider campaigns").

The presentation, display, management and redemption of third-party-provider campaigns requires the explicit consent of the user in the BKB TWINT App ("opting in").

It is possible for the user to revoke his/her consent at any time in the BKB TWINT App. Should the user opt to revoke his/her consent, the user will no longer be shown third-party-provider campaigns and all activated third-party-provider campaigns will be permanently deleted. Users will no longer be able to take advantage of any associated discounts and benefits.

The presentation, display, management and redemption of issuer campaigns and issuer added-value campaigns do not require the user to opt in. These campaigns can be presented to all users. However, it is possible for the user to opt out of such campaigns.

##### 3.1.2 Period of validity of campaigns

Campaigns are only valid for as long as they are shown in the BKB TWINT App on the user's mobile device.

Certain campaigns must be activated by the user in the BKB TWINT App before the relevant offers can be redeemed. Such cases will be noted accordingly as part of the relevant campaign. Campaigns already activated may be deactivated by BKB if the associated offers are not redeemed within 10 days or the period stated in the BKB TWINT App. Certain campaigns can be redeemed without the user having to activate them in advance. Many campaigns may only be redeemed upon making a payment with BKB TWINT.

Campaigns do not always mean that users are entitled to claim a discount or benefit with a monetary value as the number of redemptions may be limited by the third-party provider involved.

In most cases, campaigns are automatically redeemed when paying with BKB TWINT. In some cases, campaigns must be presented to the merchant in the BKB TWINT App or entered at a terminal or in an online shop if such a requirement is stated to this effect. Upon redemption of a campaign offer with a discount, the discount will either be deducted directly from the amount to be paid or granted in the form of cash-back after the payment is made by the user.

##### 3.1.3 Sharing of campaigns

BKB can enable the user to pass campaigns on to other people, receive such campaigns from them or share the campaigns with them.

#### **3.2. Loyalty cards**

Users have the option to save or activate selected employee ID cards, customer loyalty programmes and other incentive-based offers from third-party providers (hereinafter referred to as "loyalty cards") in the BKB TWINT App. Saved or activated loyalty cards may be removed from the BKB TWINT App at any time.

BKB can also remove saved loyalty cards from the BKB TWINT App if a user's loyalty card expires or is generally no longer available to be saved in the BKB TWINT App.

The user acknowledges that the benefits associated with the use of certain loyalty cards will be presented directly in the BKB TWINT App in the form of campaigns. The user will only receive such campaigns if he/she has given his/her prior consent to the presentation of third-party offers (see Clause 3.1.1, "Presentation of campaigns").

By saving or activating a loyalty card in the BKB TWINT App, the user expressly consents to the use of loyalty cards. These are automatically included in the payment process with BKB TWINT where this is made technically possible by their issuer. Other loyalty cards must be shown to the merchant manually. The use of a loyalty card can be deactivated in the BKB TWINT App at any time.

### 3.3 Other added-value services

As well as campaigns and loyalty cards, BKB can offer other added-value services in the BKB TWINT App at any time.

### 3.4 Liability for added-value services

The relevant third-party provider is responsible for the contents, offers, messages from third-party-provider campaigns, loyalty cards and any other added-value services in BKB TWINT. In these cases BKB only provides the App as a technical platform via which added-value services from third-party providers can be offered and accepted and used by the user vis-à-vis the third-party provider. BKB has no influence on the performance of services offered by third-party providers and rejects any responsibility or liability in this regard. BKB also accepts no liability for campaigns that cannot be redeemed with third-party providers or for discounts or benefits that are not granted after loyalty cards have been saved. BKB endeavours to ensure the uninterrupted availability and fault-free usability of added-value services in the BKB TWINT App. This cannot, however, be guaranteed. In the event of an interruption in availability, one potential consequence may be that it is no longer possible to automatically redeem discounts or automatically collect loyalty points during the payment process. To the extent permitted by law, BKB does not accept any liability for damages due to interruptions of this kind.

## 4. Use of data

### 4.1 General

BKB is subject to the Swiss Federal Act on Data Protection with regard to the sourcing, processing and use of the personal data of its customers (here "the user"). The following Clauses 4.2 et seq. supplement the information on data processing on the BKB website at [www.bkb.ch/data-protection](http://www.bkb.ch/data-protection) and Clause 1.4 ("Confidentiality and disclosure of data to public authorities and third parties").

### 4.2 Data transfer in general

By registering for BKB TWINT, the user authorises BKB to pass on the User's data within the scope of BKB TWINT, in particular the family name and given name, mobile phone number, address, date of birth (hereinafter referred to as "registration data") and "transaction data" such as the amount, recipient details, user details, debit account, credit account, payment reference, images, location data if applicable, etc., to the payment system operator or other third parties domiciled in Switzerland that perform the tasks of the payment system operator.

BKB and the payment system operator can also pass this data on to financial institutions or financial intermediaries and other parties involved in payments (e.g. authorised merchants) or exchange such data with them where this is

necessary to process the payment or to provide the services offered within the scope of BKB TWINT (e.g. partner functions).

In the event of P2M payments made on the premises of an authorised merchant (known as "face-to-face transactions"), the identity of the user is not disclosed to the merchant. The user may be required to present his/her electronic receipt.

The user is aware that, when executing payment orders (P2P payments), data concerning the user (e.g. name of the user or the account holder and transaction amount) is sent to the payee and, depending on the settings in the BKB TWINT App, displayed on their mobile device in an unencrypted form (e.g. push notifications on the payee's screen).

Due to the use of apps, third parties such as the user's device manufacturer (or also the payee) and third parties commissioned by the device manufacturer can access this information and possibly also infer a banking relationship.

### 4.3 Data use in general

In order to use certain functions in BKB TWINT, the user may have to approve the location services on their mobile device. This gives BKB TWINT access to the user's location data. The user authorises BKB to save, process and use all data processed in connection with the use of BKB TWINT (e.g. registration and transaction data) and data from third-party sources and create profiles from this data. These are used by BKB, in particular, to provide services in connection with BKB TWINT, to provide the user with personalised advice, customised offers and information about BKB products and services, as well as for market research, marketing and risk management purposes. BKB provides the user with the option of revoking authorisation for the delivery of advertising in the App. BKB or the payment system operator may collaborate with network operators (e.g. Swisscom) to send marketing communications and make the user's mobile phone number available to such operators.

### 4.4 Data use when paying with the BKB TWINT App

If the user would like to pay with BKB TWINT at a point of sale ("POS"), including in online shops on the Internet, a connection is established in the TWINT system between the user's BKB TWINT App and the corresponding merchant.

The POS notifies the TWINT system of the amount to be debited. Following this, the TWINT system sends a payment request in the user's BKB TWINT App. In the settings, the user is free to choose from the payment levels to be paid a) automatically, b) following express confirma-



tion by the user (OK button) or c) after entering the TWINT PIN (see also Clause 2.3, "Payment function"). A confirmation is always required for international payments. The amount is debited from the reference account after the user approves the payment.

BKB does not receive any information on the content of a shopping basket except within the scope of Clause 4.5, "Redemption of mobile marketing campaigns".

BKB does not pass on any personal data to merchants involved in a transaction and/or to (other) third parties without the express consent of the user, except within the scope of Clause 4.5 or Clause 4.6 below.

#### **4.5 Data use on redemption of mobile marketing campaigns**

Data must be exchanged between the TWINT system and the merchant to enable campaigns to be automatically redeemed in order to obtain a discount or other benefits with a monetary value.

The data to be exchanged or transmitted depends on the system in which the campaign is redeemed and the discount or other benefit with a monetary value is calculated. When campaigns are redeemed in the merchant's system, the merchant is informed of the campaign identification number. The merchant calculates any discount or other benefit with a monetary value for the user. The merchant receives the same information as if the user were to present the campaign identification number in another form, e.g. in the form of a barcode.

When redeeming campaigns in the TWINT system, the discount or benefit with a monetary value is calculated in the TWINT system and sent to the merchant for further processing. Any transfer of data from the merchant to BKB (for example, information on the redemption of campaigns previously sent by the TWINT system to the merchant or details on the content of a shopping basket, on the basis of which campaigns in the TWINT system can be redeemed) is based solely on the contractual relationship between the merchant and the user. The merchant is responsible for the legally and contractually compliant processing of user data and for obtaining any necessary consents.

#### **4.6 Data use when saving loyalty cards**

By saving or activating a loyalty card in the BKB TWINT App, the user expressly consents to the automatic use of such loyalty cards in the payment process with BKB TWINT, provided that this is made technically possible by the relevant card issuer. The user can deactivate the use of the card in the BKB TWINT App at any time. If the user obtains a benefit by using the card (points, discount, etc.), the card issuer or a third party engaged by the card issuer receives the same data as if the user had physically

presented the card when making a payment. BKB sends the merchant or third parties associated with the merchant the identification number of the card and, depending on the card used, also basic data concerning the payment, such as the time stamp, amount, and any discounts or points granted by using the card. The use of this data by the merchant involved in the specific case is exclusively determined by the contractual relationship between this merchant and the user or any existing contractual relationship between the user and the associated third party. The merchant is responsible for the contractually compliant processing of customer data and for obtaining any necessary consents.

#### **4.7 Data use for third-party-provider campaigns**

If the user expressly declares his/her consent to BKB (opting in) to receive third-party-provider campaigns in the BKB TWINT App in order to be able to activate and redeem such campaigns, the user expressly declares his/her consent that BKB can collect and evaluate data for the personalised presentation of third-party-provider campaigns.

The user can grant (opting in) or withdraw (opting out) his/her consent when installing the BKB TWINT App and/or at a later time by amending the settings in the BKB TWINT App. The user's consent enables BKB and TWINT AG to send the user third-party-provider campaigns tailored to the user's personal interests.

Even if the user opts in, BKB does not transfer the user's personal data to merchants and/or third parties that are involved unless the user expressly consents to such a transfer in the BKB TWINT App. Without such consent, the merchants involved only have access to anonymised data. The user may be offered the option of expressly consenting to receive personalised third-party-provider campaigns via e-mail.

#### **4.8 Data use for "Partner functions" and the "Pay later" function**

In the TWINT App, users can directly purchase or use goods and services (e.g. super deals or digital vouchers) or make use of other offers (e.g. parking or withdrawing cash). The provisions and privacy policies stated and listed in the relevant offer apply to these. The same applies to the "Pay later" function.

#### **4.9 Collection and use of data to improve the BKB TWINT App**

TWINT AG collects and uses data to provide and improve the TWINT system. This relates to data that the BKB TWINT App is authorised to access according to the user's settings on his/her mobile device (e.g. reception of BLE signals, geo-location, etc.), as well as technical data and information that is generated during the use of the BKB



TWINT App. TWINT AG uses services in the BKB TWINT App (e.g. Google Firebase Software Development Kit) that analyse user behaviour in the App to continuously optimise the BKB TWINT App and orient it to the needs of users. The user has the option of switching off the collection and transfer of user data to certain service providers (e.g. Google) in the settings of the BKB TWINT App at any time.

Without the express consent of the user in the BKB TWINT App, TWINT AG does not pass such personal data on to merchants and/or (other) third parties, but uses it exclusively to provide and improve its own services.

#### **4.10 Involvement of third parties**

The user expressly agrees that BKB and TWINT AG may involve third parties (e.g. payment service providers or foreign payment systems or intermediaries for international payments) in the provision of its services and that, where necessary, user data may be disclosed as part of such relationships. BKB and TWINT AG undertake to select, instruct and monitor such service-providers in a prudent manner.

Use of the data for the third party's own purposes is prohibited.

#### **4.11 Archiving and deletion**

Deleting the BKB TWINT App on the user's smartphone does not lead to the automatic deletion of the personal data at BKB. The data is destroyed or anonymised as soon as it is no longer required to meet its intended purpose.

If the user subsequently opts out of personalised campaigns, all activated coupons, stamp cards and other campaigns in the TWINT system will be permanently deleted or anonymised after opting out and the user will no longer be able to make use of any associated discounts and benefits.

The provisions in this Clause do not include data that must be archived by BKB for a longer period in order to meet statutory obligations.

#### **4.12 Right of access and right to information**

In the event of questions regarding the processing of his/her personal data, the user can contact BKB by using the contact details in the latest privacy policy (see Clause 4.1).