

General Terms and Conditions

bexio AG – bexio Pay

1. Scope of application

- 1.1 These General Terms and Conditions ("GTC bexio Pay") apply to the amnis payment and card services (see below) issued by amnis Europe AG and amnis Treasury Services AG (hereinafter referred to as "amnis"), which can be purchased on the marketplace of bexio AG (hereinafter referred to as the "Provider") or through other channels by customers of the Provider (hereinafter referred to as the "Customer").
- 1.2 Insofar as these GTC bexio Pay do not contain any deviating provisions, the General Terms and Conditions and the GTC Marketplace of the Provider shall apply unchanged and in addition to these provisions.
- 1.3 By ordering the services in question, the Customer unconditionally acknowledges the following provisions. The Provider reserves the right to make subsequent changes or additions to the GTC bexio Pay. These will become part of the Contract insofar as the Customer raises no objection within 14 days of becoming aware of them (see chapter Contractual Changes to the Provider's GTC). The current version will be published on the Provider's website (<https://www.bexio.com/>).

2. Contractual scope

- 2.1 The Provider shall provide the Customer with products and services from amnis on the marketplace or via other channels, in particular bexio-branded business debit cards and the amnis web and mobile app (collectively referred to as the "amnis Services"). The Provider shall provide an interface (API) in its "bexio Office" software for communication with amnis software. As a result, the Customer has the option to integrate various amnis Services directly into bexio Office through the bexio Office software. The respective scope of services and functions derives from the valid GTC for the web app (amnis) and the GTC Debit Cards of amnis (amnis), the applicable GTC of the Provider and/or from the current service description (collectively referred to as the "Service Description"). The applicable conditions can be viewed on the amnis website.

3. Contractual relationship

- 3.1 The **contractual relationship regarding the use of the amnis Services is exclusively concluded between the Customer and amnis**. Amnis is solely responsible for performing the service. The Provider shall not provide any financial services that are subject to authorisation.
- 3.2 By ordering an amnis Service, e.g. on the Marketplace, the Customer **consents to the GTC of the webapp (amnis), the GTC Debit Cards (amnis) and the amnis Privacy Policy**. In the event of contradictions, the GTC of the web app (amnis) and the GTC Debit Cards (amnis) shall take precedence over these GTC "bexio Pay" or GTC "Marketplace" (bexio) or GTC "bexio"

4. Access rights / API

- 4.1 If access rights are required for the use of an amnis Service, the Customer expressly agrees to grant all necessary access rights when ordering or integrating these amnis Services in the bexio Office software.
- 4.2 The Provider shall then be entitled to make all customer data necessary for the use of the amnis Services available to amnis, or to allow access to it. The Customer shall retain full control over amnis' access rights to its data at all times and may restrict or refuse access via amnis' as well as the Provider's web app at any time. The Customer consents to the Provider or amnis exchanging data with these third-party providers when other third-party add-ons are used.
- 4.3 Irrespective of any assurances to the contrary, the Provider has the right to restrict access in whole or in part to the Provider's API for individual or all Customers for good cause at any time. Good cause is, in particular, if data is migrated via the interface to the detriment of the Provider or the infrastructure is overloaded with requests via this interface.

5. Obligations of the Customer

- 5.1 The Customer is obliged to keep its information on the use of the amnis Services, in particular the stored personal data such as company, registered office and domicile address, email address for notifications and invoice deliveries as well as telephone number(s), up to date at all times (on a daily basis).
- 5.2 In all other respects, the Customer must comply fully with all obligations of amnis in accordance with the GTC.

6. Remuneration

- 6.1 The Customer will undertake to pay the fee agreed in accordance with the service description plus VAT.
- 6.2 Unless otherwise agreed or instructed by the Provider, the **fee is to be paid to amnis**. Invoicing can be carried out directly by the Provider on behalf of amnis. The conditions in the GTC of amnis apply.
- 6.3 In the event of default in payment, amnis shall be entitled to inform the Provider immediately. The Provider will then be entitled to temporarily block access to the contractual services of the Provider or the amnis Services. In this case, the agreed fee will remain owed in full to amnis even while access is blocked. Access will be reactivated after payment of the outstanding invoices, provided that the contractual relationship has not been terminated.

7. Warranty/liability

- 7.1 Warranty for functional and operational readiness and liability in relation to all amnis Services is excluded to the fullest extent permitted by law. With regard to warranty and liability in relation to the amnis Services, reference is made to the currently valid GTC of amnis.

8. Contractual term

- 8.1 The term of the Contract, including modalities of termination, is based on the service description, the individual agreements concluded between the Customer and amnis or the GTC of amnis.
- 8.2 In principle, **only termination of the contractual relationship vis-à-vis amnis is valid.** Exceptions to this are cases in which amnis acknowledges termination vis-à-vis the Provider. In any case, the modalities of termination of amnis are decisive.
- 8.3 In the event that a Customer terminates the bexio account, amnis Services will not be automatically terminated. The Customer will be responsible for terminating amnis Services in addition. If the contractual term of the bexio account ends before the contractual term of the amnis Services ends, this will not give rise to any entitlement to terminate the Contract early or reduce the agreed fee.
- 8.4 In the event that a Customer terminates the bexio account, the Provider will be entitled, on behalf of the Customer, to terminate the amnis Services vis-à-vis amnis on the next possible termination date or, with the consent of amnis, to terminate the amnis Services extraordinarily once the contractual term of the bexio account ends. The Customer gives its consent to this.

9. Severability clause

- 9.1 Should any provision of this Contract be or become invalid or void, this shall not affect the validity of the remaining provisions. In such a case, the invalid or void provision is to be replaced by a new, legally permissible provision coming as close as possible to the economic meaning and purpose of the invalid or void provision. The same procedure will be followed should a contractual loophole arise.

10. Applicable law and jurisdiction

- 10.1 This Contract, including matters of its formation and validity, is governed by **Swiss law**, excluding the conflict of laws and international agreements.
- 10.2 The exclusive place of jurisdiction for all disputes arising from or in connection with this Contract, as well as in relation to the subject of this Contract, including issues of formation, validity, invalidity, binding nature, implementation, modification or amendment, breach or termination of this Contract, is at **the registered office of the Provider..**

11. Priority

- 11.1 In the event of contradictions between the German version of these GTC bexio Pay and its annexes and a version in another language, the German version shall prevail.

December 2024

bexio AG
Alte Jonastrasse 24
8640 Rapperswil
Schweiz