



Updated on 1st November 2018

# Terms of Use for the Payrexx Platform

## 1. General information

- 1.1. Payrexx platform customers are hereinafter referred to as Users.
- 1.2. The platform is an on-line service where Users can offer their customers on-line payment options on their website or via the platform.
- 1.3. Payrexx retains the right to extend, change, delete and make improvements to the services of the platform, in particular, if they are a technical enhancement, appear necessary or are to prevent misuse. The changes may lead to the appearance of the platform being changed. Payrexx will only make these changes if the changes are reasonable for the User or Payrexx is obliged to do so by legal requirements.
- 1.4. Payrexx offers Users various tariffs, including a free package and several fee-based tariffs. An overview with the current service description of the tariffs is available in the price list on the website.
- 1.5. The User agrees that their invoice shall be transmitted electronically (by e-mail). This is valid without signature.
- 1.6. Voluntary, free services and services of Payrexx may be discontinued at any time. In this case, the User has no right to the continuation of the service.
- 1.7. Proper names can only be used by owners.

## 2. Financial services and payment providers

- 2.1. Payment services for Users of the Platform are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which contains the Stripe Terms of Service (summarised under the collective term "[Stripe Services Agreement](#)"). By agreeing to these Terms of Use or otherwise acting as a User of the Platform, you accept the terms of the Stripe Services Agreement, which may be modified from time to time by Stripe. As a precondition for Payrexx using Stripe's payment services, you agree to provide complete information about yourself and your company to Payrexx and you authorize Payrexx to share such information and transaction information in connection with your use of the payment services offered by Stripe.
- 2.2. Credit card payments are not guaranteed payments. Each credit card holder can complain to his credit card issuer within 30 days of the credit card statement. The credit card issuer opens a formal dispute. Users will be notified by Payrexx via email. There is a dispute resolution process that allows users to respond and provide evidence within seven business days to ensure payment is valid. If a dispute is granted, the decision of the card issuer is final and Payrexx will bill the user directly for the total amount of the transaction and the dispute fee (25.00 in the currency of the transaction). (*concerns only the payment provider Payrexx Direct*)



- 2.3. Payrexx processes payments via various external payment service providers. The User agrees that Payrexx accepts payments via these service providers or that the corresponding service providers may debit the resulting amounts. In the case of a bank transfer, payment must be made to the payment service provider specified in the payment process.
- 2.4. Payrexx provides the Payment-Card Industry (PCI) certified payment platform for the entry of credit card data and transaction processing and guarantees its availability, taking into account Section 7. However, Payrexx is neither responsible for the system availability of the financial institutions nor for the user's failure to comply with the security regulations to be observed.

### **3. Personal Information**

- 3.1. The User assures that the personal data provided by themselves is true and complete. Payrexx reserves the right to request suitable proof of identity in individual cases.
- 3.2. The User is obliged to keep their personal data up to date.
- 3.3. To exclude any use by unauthorised third parties, the User is obliged to keep their access data secret. Payrexx must be informed immediately if the User has reason to believe that unauthorised third parties have gained or may gain knowledge of the access data. In this case, the User is also obliged to change their password immediately.
- 3.4. The User agrees to receive electronic communication from Payrexx for contractual purposes (e.g. invoices, important contractual information or significant technical changes).
- 3.5. Payrexx is entitled to name the User as a reference for marketing purposes or in customer lists and to display his name and logo on the Payrexx website. The User has the possibility to delete the entries upon request.

### **4. Duties of the User**

- 4.1. The User is responsible for all content that the User holds or stores on the platform. Payrexx is not obliged to check the user content for possible legal infringements.
- 4.2. The User is obliged to comply with all applicable laws and regulations of the Swiss Confederation. This also applies explicitly to any additional legal regulations that may pertain to the operation of an on-line shop.
- 4.3. The User undertakes to comply with the necessity of providing a site notice (or the legal obligation in the country of use) of their own accord.
- 4.4. A site notice (provider identification) is to be provided to third parties from the initial point of the website being accessible. If a company is a User, a natural person must always be named as the contact person for Payrexx. Payrexx must be informed immediately of any change of contact person.



- 4.5. Payrex regularly creates backups of their platform. Individual pages and/or content cannot be restored from these backups. The storage and backup of Payrex content is the responsibility of the User. Users should make regular backups of all their Payrex content to avoid damage caused by data loss. This applies, in particular, to data on products and buyers.
- 4.6. When using Payrex in a third-party system using a modal window or iFrame, the user is obliged to complete the PCI DSS SAQ-A with his contract payment provider:  
[https://www.pcisecuritystandards.org/documents/SAQ\\_A\\_v3.pdf](https://www.pcisecuritystandards.org/documents/SAQ_A_v3.pdf).

## 5. Prohibited acts

- 5.1. The User is prohibited from any actions on the platform that violate applicable law, infringe the rights of third parties or violate the principles of the protection of minors. The User is prohibited from publishing, distributing, offering or advertising:
  - pornographic, immoral or obscene content,
  - content, services and/or products that violate youth protection laws, data protection laws and/or other laws and/or fraudulent content, services and/or products
  - war, terror and other acts of violence against people or animals glorifying or trivialising contents
  - content that insults or defames other Users or third parties on the basis of age, ethnic or social origin, language, religion, disability, gender, sexual orientation, etc.
  - content that is capable of denying, insulting, threatening or slandering others.
  - content, services and/or products that are legally protected or encumbered with third-party rights (e.g. copyrights) without being demonstrably entitled to do so.
- 5.2. These obligations also apply to the hyperlinks inserted by the User on the platform for this type of content on external platforms/services.
- 5.3. Furthermore, the following activities are also prohibited, irrespective of any violation of the law in the publication of one's own content (or by setting links) on the platform:
  - the spread of viruses, Trojans and other harmful files;
  - sending junk, spam or scam mails as well as chain letters;
  - the dissemination of obscene or defamatory content or communication as well as such content or communication as are/is intended to promote or support racism, radicalism, fascism, fanaticism, hatred, physical or psychological violence or illegal acts (in each case explicitly or implicitly) or otherwise offend against common decency;
  - the harassing of others, e.g. by continuous personal contact in disregard of or contrary to the other's reaction as well as encouraging or supporting such harassment;
  - requesting others to disclose passwords or personal data for commercial or illegal purposes (phishing);
  - Publishing, distributing, offering and promoting bonus systems, paid4mail services, popup services, pyramid schemes or similarly functioning forms of marketing and/or advertising;
  - Offering games of chance or sports betting without permission from the competent



authority;

- Mediation of loans or personal loans in a business-like manner without written permission of the competent authority;

- Any action that is intended to impair the smooth operation of the platform is also prohibited.

- 5.4. Should Payrexx be held liable as a third party or joint-trouble maker (e.g. for omission, revocation, rectification, compensation, etc.) due to illegal content provided by the User on the platform, the User is obliged to re-imburse Payrexx for all resulting costs. The User is also obliged to support Payrexx in any way to prevent such a claim.
- 5.5. Sending e-mails to a multitude of recipients (newsletters, advertising e-mails) via the Payrexx mail system is generally prohibited. The e-mail systems we use automatically respond to this type of e-mail and block access to the affected e-mail account and the platform's e-mail management. Payrexx reserves the right to permanently block access to the platform in the case of repeated violations.
- 5.6. The user is not permitted to accept credit card data from customers via any other means than the Payrexx platform and to use these on the platform.

## **6. Blocking of Users**

- 6.1. Payrexx may temporarily or permanently block access to the platform if there are substantial indications that the User violates these GTC and/or applicable law, has violated them or if Payrexx has any other interest which justifies the blocking.
- 6.2. Access can also be blocked if the User is in arrears with payment for more than 30 days.
- 6.3. When deciding on a blocking, Payrexx will take due account of the legitimate interests of all parties involved.
- 6.4. If a User does not register for access to his free platform within 60 days, Payrexx is entitled to irrevocably delete the access and all content contained therein after prior electronic reminder (e-mail).

## **7. Performance disruptions**

- 7.1. Payrexx makes every effort to ensure that the platform can be used without interruption. However, the User acknowledges that for technical reasons and due to external influences (e.g. non-availability of the communication networks, interruption of the power supply, hardware and software errors), an uninterrupted availability of the platform cannot be achieved in reality. No claim for high availability exists. Access restrictions which are just temporary do not justify warranty claims or the right to extraordinary termination. The current status of the platform can be viewed here: <https://status.payrexx.com>.
- 7.2. Payrexx guarantees an annual average availability of 98% for paid services within its area of responsibility. The regular maintenance windows, which can be four hours per week, are not included in the availability calculation. Payrexx endeavours to keep maintenance



times as short as possible and to schedule them outside office hours.