

## Terms and Conditions of Use of the “BancaStato TWINT” App

### 1. Purpose and scope

The purpose of this document (“*BancaStato TWINT Terms and Conditions of Use*”) is to regulate usage of the services provided through the *BancaStato TWINT* app (hereinafter “*BancaStato TWINT*”). The Terms and Conditions of Use shall be deemed to have been accepted once the client has registered in *BancaStato TWINT* and confirmed that he/she has read and understood them.

The terms and conditions set forth below shall apply in addition to the general regulatory framework of BancaStato.

### 2. BancaStato TWINT: general information

Thanks to *BancaStato TWINT*, Banca dello Stato del Cantone Ticino (hereinafter, the “Bank”) offers clients the opportunity to use a smartphone to make:

- cashless payments between two TWINT users (hereinafter “P2P payments”);
- cashless payments to an authorised merchant for the purpose of purchasing goods or services (hereinafter “P2M payments”) via the TWINT payment system of TWINT SA (hereinafter the “Payment System Operator”).

The client must be registered with the Payment System Operator in order to make payments.

*BancaStato TWINT* also offers value-added services, as well as the option of registering or activating “client cards” and e-marketing services. These services enable the client to receive and manage within *BancaStato TWINT* coupons, points cards and other campaigns, and to redeem loyalty bonuses, discounts and credits.

### 3. Access to BancaStato TWINT and necessary prerequisites for usage

*BancaStato TWINT* can be used on all compatible smartphones, irrespective of their manufacturer, provided that they have an iOS or Android operating system that supports BLE (Bluetooth Low Energy) and have correctly implemented the Bluetooth protocol. In order to be able to download, complete installation procedures for and use *BancaStato TWINT*, the client must:

- have an active e-banking contract/user profile (InLinea);
- be the holder of, or hold a power of attorney over, a category PRIMA operating account (hereinafter referred to as the “Bank Account”) in CHF;
- be over the age of 14;
- be domiciled in Switzerland;
- have a Swiss mobile telephone number.

A specific Bank Account, selected at the discretion of the client, must be set as the account for debiting and crediting transactions. If the client is the holder of any other accounts within the ambit of the same relationship with BancaStato, he/she may add them to *BancaStato TWINT* at a later stage after initial access.

Please note that usage of the services abroad may be subject to local legal restrictions or in some cases may also violate the applicable laws of the country concerned. The P2M payments function is limited to Switzerland.

In order to enable TWINT SA to process payments, the client consents to the transmission by the Bank to TWINT SA, as the operator of the TWINT system, of any information necessary for its operation.

#### 4. Registration and identification

The *BancaStato TWINT* may only be used after the following procedure has been completed:

- registration in the app;
- entry of a specific ID code chosen by the client;
- selection of the account;
- scanning of the QR code contained in the welcome letter, which will be available in the 'Document Archive' section of InLinea the day after the registration.

The client shall be granted access, albeit on a limited scale, to *BancaStato TWINT* functionality once registration has taken place, even if the authentication process has not yet been completed (scanning of the QR code).

#### 5. Payments

##### 5.1 Payment instruction

By confirming a payment within *BancaStato TWINT*, the client shall be deemed to have irrevocably instructed the Bank to pay the amount displayed in the app to the recipient of the payment indicated; he/she authorises the Bank to debit the amount concerned from the account linked to *BancaStato TWINT*.

Under the menu item "Automatic authorisation" within *BancaStato TWINT*, the client may set selected parameters for automatic execution without any further confirmation, indicating the amount above which express confirmation is required. This does not apply to payments in online shops and in the app shop (as these must always be confirmed).

The Bank shall be authorised to debit any amount without reservation, even in the event of any dispute between the client and a third party (such as a merchant).

##### 5.2 Special note concerning the "Send" function (P2P payments)

P2P payments provide the option of accessing a saved personal list in order to select the recipient of a payment; this can also be done simply by typing the recipient's mobile telephone number. Payments to other TWINT users can be cancelled, as long as they have not yet been registered, although not after registration; if registration has not yet taken place, the payment will be automatically reimbursed. Whenever a P2P payment is made using *BancaStato TWINT*, the system transmits the instructing party's first name, surname and mobile telephone number to the beneficiary's bank.

P2P payments also offer the option of including images. The Bank reserves the right to cancel any images without further notice or to block the application in the event of any improper or unlawful usage of this function.

### 5.3 Special note concerning the “Pay” function (P2M payments)

It is not permitted to break down the amount due into multiple TWINT transactions when making P2M payments.

If the client has registered in an app operated by the merchant or in an online shop and has set TWINT as the payment method, the merchant shall be authorised to debit the amount due, either on one single occasion or at regular intervals, directly at source without the TWINT user having to authorise each individual debit transaction. The client may revoke any such authorisation at any time. The client can only renew any registration that has expired or that has been deactivated directly with the merchant.

Whenever a P2M Payment is made at a merchant’s “point of sale” (POS) via *BancaStato TWINT*, the TWINT system establishes a connection between the client’s *BancaStato TWINT* and the merchant. Irrespective of the manner of connection – which is dependent upon the type of POS – the POS notifies the TWINT system concerning the amount to be debited, following which the TWINT system sends a payment request to the client’s *BancaStato TWINT*. The amount is automatically deducted from the client’s bank account after the payment has been authorised by the client. The TWINT system generates a credit in favour of the merchant, and the amount is credited to the merchant’s account.

The Bank registers the total amount of the purchase, the date and time of the transaction and the location of the POS at which the purchase is made. The Bank does not receive and does not transmit any data relating to the contents of the basket (except in cases where such transmission is expressly provided for).

The Bank does not transmit the client’s personal data to the merchant and/or to any third parties, unless such transmission is expressly provided for or with the client’s consent (see following chapters).

### 5.4 Special note concerning the “Pay after” function

By confirming the payment within *BancaStato TWINT* using the “Pay after” function, the client instructs Swissbilling SA to pay the amount displayed in the app to the merchant selling the goods and/or services. Swissbilling SA issues a credit note to the client, who will have to settle the outstanding amount directly in *BancaStato TWINT* 30 (calendar) days after making the purchase. Swissbilling SA carries out a credit check for the client when assessing the request for each purchase made using the “Pay after” function.

A contractual relationship is established exclusively between the client and Swissbilling SA. The Bank is not a party to the contract and as such is not involved in the process described above and declines all liability.

### 5.5 Processing of payments

Payment management and execution may be delayed or blocked for any of the following reasons (non-exhaustive list):

- regulatory provisions;
- provisions of criminal or administrative law;
- any discrepancy between key order data and those held by the Bank;
- the refusal of the transaction by a third party involved in the transfer;
- insufficient funds.

## 5.6 Limits

The Bank shall specify maximum limits for each transaction as well as maximum amounts that can be transferred or received within any specific period of time.

The Bank shall publish those limits on its website ([www.bancastato.ch/bstwint](http://www.bancastato.ch/bstwint)). Once payments have reached those limits it will no longer be possible to make and/or receive any further payments through *BancaStato TWINT* for a specific period of time. The Bank shall be entitled to alter these limits at any time without prior notice.

## 5.7 Restrictions on usage

In order to be able to make payments the client must hold freely available funds at least equal to the amount of the payment. The transaction must not be subject to any prohibition or restriction on the disposal of funds, in particular under the terms of any laws or regulations, or any administrative stipulation or agreement precluding or limiting the right to dispose of funds.

### 5.7.1 Private use; misuse

*BancaStato TWINT* may not be used for commercial purposes; in particular, the use of *BancaStato TWINT* for receiving P2P payments arising from the processing of commercial sales or the provision of services is not permitted.

If the use of *BancaStato TWINT* deviates significantly from normal usage patterns or if there is any indication of behaviour that is illegal or in breach of the agreement, the Bank can encourage customers to use the app in a legally and contractually compliant manner, alter the provision of the service with no compensation or prior notification, terminate the agreement without notice and with no compensation and, where necessary, demand compensation for damages and indemnification against third-party claims. The same shall apply in instances in which customers provide incorrect or incomplete details upon registration.

## 6. Value-added services

### 6.1 Mobile marketing campaigns

#### 6.1.1 Display of campaigns

The Bank may display coupons, points cards and other promotional initiatives to the client (hereinafter "Campaigns") via *BancaStato TWINT*, which the client may view, manage and redeem.

There are three types of Campaign:

- Campaigns of the Bank or the TWINT system;
- Campaigns of the Bank in which a third-party supplier is involved ("Value-Added Campaigns")
- Campaigns of a third-party supplier ("Third-Party Supplier Campaigns")

The client will be asked within BancaStato TWINT to provide express consent to the display, management and redemption of Third-Party Supplier Campaigns and Value-Added Campaigns within *BancaStato TWINT*. That

consent may be withdrawn at any time. Should this occur, the client shall as a result no longer be proposed these types of Campaign via *BancaStato TWINT*; in addition, all Third-Party Supplier Campaigns and Value-Added Campaigns shall be definitively cancelled, and all related preferential terms and benefits shall be terminated as a result.

On the other hand, the display, management and redemption of Campaigns of the Bank need not be approved by the client.

### **6.1.2 Temporal validity of Campaigns**

The validity of Campaigns is conditional upon their being featured in the smartphone display within *BancaStato TWINT*.

In most cases, the client will need to activate them in advance in order to be able to redeem claims. Campaigns may also be activated automatically. Any Campaigns activated may be deactivated by the Bank or by TWINT SA if they are not redeemed within 10 days. Many Campaigns can only be redeemed at the time of payment via *BancaStato TWINT*. Third party providers may limit the number of discounts or other preferential terms activated.

As a general rule, Campaigns are activated automatically at the time of payment by the client via *BancaStato TWINT*. In some cases, the client may have to show the merchant the Campaign within *BancaStato TWINT* or insert the respective details directly at a point of sale or in an online shop. The relevant procedure is specified for each respective Campaign.

### **6.1.3 Sharing of Campaigns**

The client may be granted the option of forwarding Campaigns to other users, receiving them or sharing them.

## **6.2. Client cards**

The client may register or activate within *BancaStato TWINT* staff cards, customer loyalty programmes or other benefits offered by third-party suppliers (hereinafter "Client Cards"). Any Client Cards registered or activated may be removed by the client at any time.

Client Cards may also be removed by the Bank in the event that they have expired or are no longer available.

Specific Client Cards offer benefits associated with their usage in the form of Campaigns (provided that the client has consented to the display of third-party offers (see chapter 7.1.1)).

Upon the registration or activation of a client card *within BancaStato TWINT*, the client must expressly authorise its usage, which as a consequence is automatically incorporated into the payment process, provided that this is technically possible for the respective issuer of the client card. The client has the option of deactivating the client card at any time.

The registration of a client card within *BancaStato TWINT* enables the issuer of the client card or the third party appointed by it according to law to receive the same data that would have been obtained had the client card been physically presented.

TWINT SA sends to the merchant or third-party subjects linked to it:

- the client card identification number;

- depending upon the card used, key data relating to the payment (time, amount, and any discounts or points applied as a result of its use).

Usage of such data is governed exclusively by the contractual relationship between the client and the merchant, and hence between the client and any third parties associated with the merchant.

### 6.3 Other value-added services

The Bank may provide clients at any time with other value-added services within *BancaStato TWINT*.

### 6.4 Responsibility for value-added services of third-party suppliers

The Bank shall endeavour to display value-added services within *BancaStato TWINT* correctly, although does not provide any guarantee that this will occur at all times. Any suspensions may result in the incorrect operation of automatic discount redemption or automatic loyalty points collection during payment processes. Having regard to the diligence required and guaranteed by the Bank according to commercial practice, the client accepts any loss resulting from any type of suspension.

The third-party supplier shall remain responsible for all content, offers and messages relating to third-party Campaigns within *BancaStato TWINT*. The Bank is unable to establish whether services have been provided by third-party providers; the Bank shall not bear any responsibility for Campaigns that cannot be redeemed with third-party suppliers, or for any failure to grant preferential terms or benefits related to the registration of Client Cards.

## 7. Duties of diligence

Due to security reasons, the client must select a personal ID code that cannot be attributed to him/her. The personal ID code must be kept secret; the code must not be shared with third parties or stored together with the smartphone. The personal ID code must be changed immediately in the event of any suspicion that an unauthorised third party has become aware of it.

The client must also ensure that no unauthorised persons are able to interfere with the smartphone or the respective applications. The client must take all action to prevent damage to technical equipment and the necessary applications.

Any form of jailbreaking ("unlocking" procedure that enables unofficial software to be installed on iOS devices), access route configuration or the installation of unauthorised apps is prohibited.

The client is responsible for how the smartphone is used, and undertakes to bear all consequences resulting from the usage of *BancaStato TWINT* on his/her smartphone.

The client must contact the Bank immediately in the event of any loss, theft, abuse or suspected abuse. If any criminal acts occur (e.g. theft, assault, threats, etc.), the client must promptly report the matter to the competent authorities, cooperate in the investigation and take action to limit any losses.

The client can find a list of credits and debits in the respective bank statement and within *BancaStato TWINT*. Any claims relating to TWINT transactions must be submitted to the Bank as soon as possible and under no circumstances later than 30 days after receipt of the bank statement.

When making a P2M payment in situ with an authorised merchant, the latter may ask the client to present electronic supporting evidence within *BancaStato TWINT*.

## **8. Ongoing functionality not guaranteed**

The Bank is unable to provide any guarantee that *BancaStato TWINT* will operate and will be available at all times. The Bank may update, modify or develop services at any time and suspend the operation of *BancaStato TWINT* or the client's access to *BancaStato TWINT* either in full or in part without prior notice.

## **9. Term and termination**

The client shall have the right to ask at any time that the TWINT account be closed and to remove *BancaStato TWINT* from his/her smartphone. This shall result in the cancellation of any activated loyalty programmes and Campaigns as well as the cancellation of any loyalty points accumulated, any other benefits and any vouchers not yet redeemed.

## **10. Costs**

*BancaStato TWINT* is free of charge (download, installation and usage).

## **11. Liability of the Bank**

The Bank shall acknowledge and compensate any losses suffered by the client resulting from any abuse of *BancaStato TWINT* by third parties, provided that the client has complied with the Terms and Conditions of Use of *BancaStato TWINT* and provided that no fault can be imputed to him/her. The term "third party" shall not include any person who is associated with or linked to the client (for example: cohabiting partner, commercial agent, person living in or regularly associated with the same household). The Bank declines any liability for indirect loss, loss of profit or data loss. The Bank will not acknowledge any losses resulting from any usage of *BancaStato TWINT* in a manner contrary to law or in breach of these Terms and Conditions of Use. The Bank will not cover any losses due to technical faults and/or suspensions in operation that make it impossible to use *BancaStato TWINT*.

## **12. Intellectual property**

By virtue of the contract, the client is granted a non-transferable right to use *BancaStato TWINT*. The content and scope of that right may be inferred from these Terms and Conditions of Use. All intellectual property rights are held by the Bank or licensed third parties. In the event that the liability of the Bank is engaged following a violation by the client of any third-party intellectual property rights, the client shall be obliged to indemnify the Bank.

## **13. Amendment of the Terms and Conditions of Use of *BancaStato TWINT***

The Terms and Conditions were last updated in March 2024. Any subsequent changes or updates will be made available to you at [www.bancastato.ch/twint](http://www.bancastato.ch/twint). Please visit our website regularly to stay informed of current statements. If the client does not agree with the changes made, they must cancel the Bank's TWINT services and uninstall BancaStato TWINT from their smartphone.