

## GENERAL TERMS AND CONDITIONS

of Cashare AG, Hünenberg

Version: 1.7 / 1<sup>st</sup> of February 2022

### I. GENERAL PROVISIONS

#### Introduction

1. These General Terms and Conditions of Cashare AG, Hünenberg (hereinafter referred to as Cashare) govern the conditions for participation as well as the rights and obligations of members (borrowers, lenders/investors) in connection with the services offered by Cashare.

Cashare grants loans on its credit platform [www.cashare.ch](http://www.cashare.ch) to borrowers on the condition that they can subsequently be resold and assigned to third party lenders/investors. This credit platform enables the simple and uncomplicated conclusion and rapid processing of loan agreements. Cashare's services include, in particular, making the platform available to borrowers and third-party lenders/investors, as well as checking and granting loans and mortgages.

Cashare itself acts as the lender in each case, whereby it generally assigns the receivables and services to other lenders/investors after conclusion of the contract. In this respect, Cashare expressly reserves the right to sell the loan or parts thereof to third parties (to other members as lenders/investors or on the secondary market) and to assign the receivables accordingly.

2. Members may use the [www.cashare.ch](http://www.cashare.ch) lending platform either as a borrower or as a lender/investor by
  1. submitting a loan application; or
  2. placing bids on posted loan projects.

#### A. Use of services, membership and cancellation of membership

##### aa) Registration

1. The use of Cashare's services requires registration as a member. Registration is free of charge by opening a user account and agreeing to these General Terms and Conditions (**GTC**).
2. There is no entitlement to registration or use of Cashare's services; Cashare reserves the right to refuse registration without stating a reason, to exclude members or to no longer offer a service.

Excluded members are prohibited from registering again without the prior written consent of Cashare. Failure to comply with these regulations may result in (criminal) legal action.

3. **Registration as a member is only open to companies with an entry in the commercial register and registered office in Switzerland or Liechtenstein as well as natural persons with unlimited capacity to act who are resident in Switzerland or Liechtenstein and who also have a bank account in Switzerland or Liechtenstein. Only one user account can be maintained per member; the user account is personal and non-transferable.**
4. When registering, the following information must be provided completely and truthfully:
  1. company, surname, first name;
  2. address (no P.O. Box), place of residence;
  3. date of birth or date of incorporation
  4. telephone number; and
  5. valid personal e-mail address; and
  6. authorised signatories for the company.

When registering, only individual persons or a company may be specified as the owner of the corresponding user account (i.e. no married couples, families or groups of any kind).

5. When registering, an e-mail address and a password must be chosen. Information that is publicly accessible to other members may not contain any references to e-mail or Internet addresses and may not infringe the rights of third parties - in particular company or trademark rights - or be obscene or offensive or otherwise offend common decency. Cashare accepts no liability in this regard. The password must be kept secret and must not be made accessible to third parties. Cashare reserves the right to take legal action in the event of misuse.
6. Cashare will not pass on the password to third parties and will never ask for the password by e-mail or telephone. Any such requests must be ignored and reported to Cashare immediately.
7. Use of the [www.cashare.ch](http://www.cashare.ch) platform and the corresponding services is only possible once registration has been completed.

##### bb) Identification

1. In order to be able to use the [www.cashare.ch](http://www.cashare.ch) credit platform as a borrower or lender/investor, an identity check must be carried out beforehand in addition to registration for legal reasons and to ensure the integrity of the credit platform. The following identification procedure is used for this purpose:

1. online identification incl. passport/ID check via video call;
2. and payment of the identification fee: transfer of the identification fee (CHF 5) from a personal bank account in your own name (not over-the-counter) to Cashare.
3. or by means of
  - a. the yellow identification: The ID or passport is verified by a Swiss post office. The original document must be sent to Cashare; or
  - b. Official legalisation: The ID document or extract from the commercial register is officially notarised. The original document must be sent to Cashare.

*cc) User account (My Cashare)*

1. Each member has a user account that lists the loan applications they have submitted and their status (remaining term / bids / successful / unsuccessful, etc.) as well as the bids that the member in question has submitted for a loan application.
2. The key figures (amount, interest, outstanding payments, etc.) are then noted for each successfully concluded loan agreement.
3. The user account can only be viewed by the respective member.
4. When using the [www.cashare.ch](http://www.cashare.ch) credit platform, members must comply with the applicable laws and ensure that their details, loan applications, bids, etc. are lawful and do not infringe the rights of third parties.
5. The borrower has his user account and e-mails for control purposes.
  1. daily during an ongoing financing phase and the first ten (10) days after completion of the financing, and
  2. online at least once a week during the term of the concluded loan agreement.
6. Changes to the information shown in the user account (personal details, contact details, etc.) must be updated immediately so that the information is complete and correct at all times.
7. Members may not make their user account available to third parties and are fully liable for all activities carried out using their user account.
8. Cashare may temporarily restrict access to or the service on the [www.cashare.ch](http://www.cashare.ch) platform at any time if this is necessary due to the security or integrity of the servers, capacity limits or for the implementation of technical measures. Members may not assert any claims or demands arising from these restrictions.

*dd) Cancellation of membership*

1. In the event of deliberately false information in the profile or the descriptions, Cashare cancels the existing contractual relationship without notice and reserves the right to take further legal action.
2. Members can cancel their user account at any time by sending an email to [Cashare info@cashare.ch](mailto:info@cashare.ch), provided that
  1. the user account is balanced, i.e. there is no balance in favour of Cashare or the contracting party;
  2. all loans have been repaid in full; and
  3. no new loan application has been submitted.

The cancellation will only become valid and effective upon confirmation by Cashare; at the same time, the user account will be blocked and all loan applications that have been submitted but not yet activated will be deleted.

**B. Data protection**

1. All personal data and details disclosed on the Cashare platform will only be made accessible to other members to the extent that they are necessary or if members have become parties to a successfully concluded loan agreement.

With regard to the processing and use of data, reference is made to the Privacy Policy, which forms an integral and binding part of these GTC. <https://www.cashare.ch/en/data-protection-declaration/>

2. The above and other information may be utilised by Cashare for internal group marketing purposes and evaluations in Switzerland and abroad. Members may revoke this authorisation in writing at any time.
3. Texts and uploaded videos as well as images that members reproduce on the Cashare platform may not infringe the rights of third parties - in particular film or trademark rights - or be obscene or offensive or otherwise offend common decency. Cashare accepts no liability in this regard.
4. The mass sending of e-mails or other messages via the Cashare website, the infection of the website with Trojans, worms or other viruses, the disabling or circumvention of security precautions (hacking), the use of automatic update software or programmes that allow the total download of information is prohibited. The addresses and other contact details of other persons that are made available through the use of Cashare's services may not be used for any purposes outside the specific loan agreement or assignment agreement.

## C. Sanctions

1. If a Member violates the contractual provisions, the law, the rights of third parties or these GTC or if there are indications of this or if Cashare has another legitimate interest, Cashare may
  1. Warn members;
  2. delete loan applications that have been posted;
  3. temporarily or permanently block a member's user account.
2. Cashare expressly reserves the right to take further legal action in such cases.

## II. CREDIT PLATFORM

### Introduction

1. Cashare grants loans on its credit platform [www.cashare.ch](http://www.cashare.ch) to borrowers on the condition that they can subsequently be resold and assigned to third party lenders/investors. This credit platform enables the simple and uncomplicated conclusion and rapid processing of loan agreements.
2. Cashare acts as the lender in each case, whereby it can assign the claims and benefits to other lenders/investors immediately after the conclusion of the contract. In this respect, Cashare expressly reserves the right to sell the loan or parts thereof to third parties (to other members as lenders/investors or on the secondary market) and to assign the receivables accordingly.
3. While registration and account management are free of charge, various fees are charged for the use of Cashare's services, in particular for the processing of a successfully concluded loan agreement and/or assignment agreement. The fees incurred can be viewed in the separate Fee Ordinance, which forms an integral and binding part of these GTCs. <https://www.cashare.ch/wp-content/uploads/Gebuehrenverordnung-20250201-en.pdf>

### A. Important note - Risks

1. **Lenders/investors are advised that the assumption of loan receivables may be associated with risks that may include the loss of the entire loan amount. Consequently, lenders/investors should weigh up the associated risks before submitting a bid and, in particular, consider whether a total loss of the assumed loan receivable is economically feasible for them.**

### B. Loan application

1. In order to submit a loan application, the borrower must have or have created a user account and have gone through the identification procedure. This authorises the borrower to apply for a loan. For this purpose, the application/loan request form must be completed in full and submitted. Loan applications must be submitted in German, English or French and will be published on the platform in German, English or French.
2. The following information must be entered in this form:
  1. Information on monthly income (private individuals);
  2. Information on monthly expenditure (private individuals);
  3. Balance sheet and income statement for the last two years (SME);
  4. Desired loan amount;
  5. Term of the loan in whole months; and
  6. Intended use.
  7. A photo can be added optionally.

The interest rate (range) is specified by Cashare and is known to the applicant member at the time the offer is made and before the loan project is published.

3. Finally, the borrower must determine the duration of the financing phase and submit the application for processing, review and activation.
4. **The loan application constitutes a binding offer to conclude a loan agreement with Cashare, which Cashare accepts on the condition and to the extent that the claim can subsequently be assigned to the lender(s)/investor(s) (subject to mandatory provisions of Swiss law, in particular the Consumer Credit Act (KKG)).**

### C. Creditworthiness and credit assessment

1. The loan application is verified by Cashare before it is activated.
2. For this purpose, the borrower must submit various documents based on the corresponding **checklist** under **'My Cashare'** (login required). The borrower submits on his own initiative all documents that he considers

essential for the assessment of his creditworthiness. The following documents in particular are required, although this list is not exhaustive:

Private individuals:

1. Pay slip for the last 3 months;
2. Copy of rental agreement;
3. Copy of health insurance bill;
4. etc.

SME:

1. Balance sheet and income statement for the last two years
2. Cash flow statement (optional)
3. Copy of passport/ID of authorised signatories (individual or collective signature)
4. etc.

3. The borrower then expressly authorises Cashare to obtain all information required to check and assess the creditworthiness from third parties.

In particular, the borrower expressly authorises Cashare, within the scope of the applicability of the Consumer Credit Act (KKG), to obtain the necessary information from the competent public or private bodies, in particular from the Information Office for Consumer Credit (IKO) and the Central Office for Credit Information (ZEK), and to report the loan and the contractual relationship to the IKO and the ZEK. The borrower acknowledges that the ZEK and the IKO will inform their affiliated members of their obligations under the loan agreement upon request in the event of a new loan application.

Cashare makes the information and evaluations obtained from third parties available to the other members on the [www.cashare.ch](http://www.cashare.ch) credit platform in part or in full and in anonymised form. The borrower explicitly agrees to the publication of the information and evaluations obtained on the [www.cashare.ch](http://www.cashare.ch) credit platform.

4. Based on the documents submitted by the borrower and the information received from third parties, Cashare prepares an assessment of the borrower in question, which is then published anonymously on the credit platform for all members to see.
5. The borrower expressly consents to the publication of the aforementioned ratings on the [www.cashare.ch](http://www.cashare.ch) platform.

#### D. No advice, recommendation

1. **The valuation prepared by Cashare itself or with the help of third parties and made available on the credit platform is purely indicative and constitutes neither a binding statement on the actual solvency of the borrower nor a recommendation to take over a loan claim or to carry out another transaction.**
2. Cashare does not provide any advisory services and the information provided should not be interpreted as such. The decision as to whether a bid is submitted and, accordingly, whether a loan claim is accepted by Cashare, is the sole responsibility of the corresponding lender/investor.
3. Accordingly, Cashare accepts no liability for the completeness of the information provided, the valuation and the investments made by the financiers/investors on the basis thereof.
4. When using the 'Auto-Invest' function, the system places automated bids on corresponding loan projects based on the parameters defined by the user. The decision as to whether a financier/investor wishes to use this function is the sole responsibility of the corresponding financier/investor. Bids made using the activated 'Auto-Invest' function are binding and cannot be cancelled.

#### E. Switching on the loan application

1. After a successful creditworthiness and credit check, i.e. if the documents and information are complete and correct from Cashare's point of view, Cashare posts the loan application and the borrower's rating on the [www.cashare.ch](http://www.cashare.ch) platform.
2. The borrower has no right to have his loan application published and Cashare reserves the right to reject and not publish applications submitted without stating a reason.
3. **When the loan application is placed on the platform, the loan agreement between the borrower and Cashare is automatically concluded on the condition that the loan claim or parts thereof can subsequently be assigned to one or more lenders/investors. The provisions of the Consumer Credit Act remain reserved.**

#### F. Financing phase

1. Once a loan application has been posted, the application can be viewed on the [www.cashare.ch](http://www.cashare.ch) platform and the lenders/investors can submit their bids.
2. The borrower determines the duration of the financing phase and the loan amount. The interest rate is determined precisely in advance by Cashare.
3. The lender/investor must state in the bid the conditions under which he is prepared to assume the loan claim or parts thereof. This includes in particular the loan amount and the interest rate specified by Cashare. The loan amount must correspond to the minimum amount specified in the system or higher.
4. **The submission of a bid constitutes a binding willingness to accept the offer and to assume the (partial) loan claim by means of an assignment agreement and the lender/investor is obliged to make the corresponding amount available at the specified interest rate. It is not possible to amend or withdraw a bid.**
5. The principle of 'first come, first serve' applies and financing is finalised as soon as the loan project has been 100% financed. At the latest, the financing phase ends at the end of the duration of the financing phase determined by the borrower.

## G. Completion of the financing phase

1. The loan agreement concluded between the borrower and Cashare will be made available to the borrower as a PDF file for download on the platform under 'My Cashare' at the time the financing phase is concluded.  
The borrower is obliged to print out the loan agreement immediately, sign it and then return the original to Cashare. In the case of agreed collateral, the borrower is also obliged to provide the collateral in accordance with the precise provisions of the loan agreement.
2. **Upon completion of the financing phase, the assignment agreements between Cashare and the lender(s)/investor(s) are automatically concluded. The assignment agreement is subject to the condition that the borrower does not exercise any right of cancellation vis-à-vis Cashare in accordance with the KKG.**
3. The assignment agreement between the lender/investor and Cashare is made available to the lender/investor as a PDF file for download on the platform under 'My Cashare' at the time the financing phase is concluded. If there are several lenders/investors, each lender/investor will receive an assignment agreement for the amount financed by them and the corresponding conditions.
4. The borrower is provided with the final results of the financing phase on the platform under 'My Cashare', in particular the financing amounts including the repayment terms and repayment instalment.
5. If the bids do not cover the entire desired loan amount at the end of the financing phase, the borrower can submit a follow-up application (follow-up project) for further financing in the amount of the unfinanced loan amount and have it placed on the [www.cashare.ch](http://www.cashare.ch) platform.

## H. Processing

1. After successful completion of a financing, the lender/investor receives an e-mail from Cashare with the payment information to pay the loan amount offered by him/her to the Cashare settlement account within five (5) days. Alternatively, a direct debit procedure can be set up for the direct collection of loan amounts and the direct payment of invoices. The money will not earn interest or be invested until it is transferred to the borrower. If the transfer is not made or not made on time, Cashare reserves the right to block the user account of the corresponding lender/investor and to take legal action.
2. As soon as the original signed loan agreement has been received by Cashare and, in the case of private borrowers, provided it has not been cancelled (in accordance with the KKG), Cashare forwards the loan amount to the borrower on the value date shown in the loan agreement.
3. If the borrower cancels the loan agreement or fails to send the signed agreement despite a reminder from Cashare, Cashare will immediately transfer the loan amount paid in by the borrower back to the lender/investor without interest. In such cases, Cashare reserves the right to temporarily or permanently block the borrower's user account.

## I. Right of cancellation

1. Private individuals as borrowers may revoke the application to conclude this agreement in writing within fourteen (14) days and legal entities as borrowers within ten (10) days of receipt of the loan agreement signed by the lender; the declaration of revocation must be sent to Cashare AG, Bösch 73, 6331 Hünenberg, or by e-mail to [support@cashare.ch](mailto:support@cashare.ch).

2. The signed loan agreement is delivered at the time it is made available electronically by Cashare on the platform under “My Cashare”.

## J. Repayment

1. The borrower must transfer the monthly installments (consisting of interest and amortization) or the bullet loan plus interest to Cashare's settlement account on the value date specified in the loan agreement. Cashare then forwards the monthly installments to the respective lender/investor.
2. Installment payments must be made by payment order or electronically, e.g. via e-banking. Cashare does not accept over-the-counter payments. Any additional fees incurred as a result of over-the-counter deposits must be paid by the borrower. In this regard, reference is also made to the separate **Fee Ordinance**, which forms an integral and binding part of these GTCs. <https://www.cashare.ch/wp-content/uploads/Gebuehrenverordnung-20250201-en.pdf>
3. Cashare may stipulate the use of the direct debit procedure (Debit Direct and LSV+) for the processing of installment payments.

## K. Default

1. If the borrower fails to make an instalment payment (consisting of interest and amortisation) or repay the loan including interest in the case of a bullet loan on time, the borrower is in default at the end of the due date without any further reminder or the like. Cashare will inform the lender/investor of this.
2. Cashare sends the borrower a written reminder on behalf of the lender/investor but in its own name, with a payment reminder and a deadline for payment.
3. If the borrower does not pay within the set period, the remaining loan amount and the outstanding interest are due for repayment immediately.
4. If the borrower fails to repay the loan within the set period, Cashare or a collection partner will initiate pre-legal collection proceedings on behalf of the lender/investor but in its own name.
5. If pre-legal debt collection is unsuccessful, Cashare or a debt collection partner will initiate legal debt collection by means of debt enforcement without a counter-report from the lender/investor.
6. In the event of default, the borrower must also pay default interest on the outstanding payments as stipulated in the loan agreement.
7. The borrower undertakes vis-à-vis the lender to pay all expenses in connection with the collection of the loan amount due, including outstanding interest and reminder fees in accordance with the **Fee Ordinance**, which forms an integral and binding part of these GTCs. <https://www.cashare.ch/wp-content/uploads/Gebuehrenverordnung-20250201-en.pdf>

## III. LIMITATION OF LIABILITY

1. **Cashare is only liable for direct damage caused by Cashare intentionally or through gross negligence. Liability for direct damage due to slight negligence as well as indirect damage or consequential damage is excluded.**
2. Cashare accepts no liability for services provided by third parties that Cashare engages in the fulfilment of the contract.
3. Cashare is not liable for damages suffered by a member, user or third party due to the behaviour of other members.
4. In particular, Cashare assumes no liability or warranty for
  1. the valuation of the borrower, neither with regard to the valuation prepared by third parties nor that of Cashare;
  2. the actual solvency of the borrower;
  3. Losses suffered by a lender/investor due to the insolvency of a borrower;
  4. the debt collection company, which is entrusted with the collection of non-performing loan receivables and the processing of payments;
  5. forged or falsified documents submitted by the borrower.
5. Cashare also accepts no liability for damage caused or exacerbated by technical failure, inadequate or incorrect transmission, network overloads, application difficulties, system interruptions, delays in data transmission, incompatibilities between the website and the data/software of members and/or their computers, malfunctions, interference, transmission of viruses, illegal access or any other defective service provision by telecoms or network providers.

#### IV. INDEMNIFICATION

1. Wird Cashare von einem Mitglied, Nutzer oder Dritten (Kläger) wegen des Verhaltens eines anderen Mitglieds mit Ansprüchen jeglicher Art konfrontiert, so hat der Kläger Cashare in vollem Umfang schadlos zu halten und alle Kosten von Cashare, einschließlich der Kosten der Rechtsverteidigung (Anwalts- und Gerichtskosten), zu tragen.

#### V. TEILINVALIDITÄT

1. Should one or more provisions of these GTC be or become wholly or partially invalid, ineffective or otherwise unenforceable for any reason, this shall not affect the validity of the remaining provisions of these GTC, and the invalid provision shall be replaced by a provision which corresponds to the meaning and purpose of the invalid or ineffective provision in economic terms.

#### VI. TRANSFERABILITY

1. Cashare is authorised to transfer individual or all rights or obligations arising from these GTC to one or more third parties.
2. Neither the membership nor the rights and obligations established hereunder may be transferred or assigned by the member to third parties.

#### VII. CHANGES TO THESE TERMS AND CONDITIONS

1. Cashare reserves the right to amend these GTC at any time without giving reasons.
2. The amended GTC shall be sent to members by e-mail no later than fifteen (15) days before they come into force. If a member does not object in writing by e-mail or post within ten days, the amended GTC shall be deemed to have been accepted.

#### IX. LINKED WEBSITES

1. Activating certain links on the Cashare website may cause you to leave the Cashare website.
2. Cashare does not control the websites linked to the Cashare website and makes no warranty as to the quality, relevance, accuracy, completeness, timeliness, availability or legality of the content on such websites, nor does it accept any liability for the products or services offered on these websites.
3. The linking of the Cashare website to external websites requires the prior written consent of Cashare.

#### X. CONFIDENTIALITY AND ENCRYPTION

1. The exchange of data between Cashare and its members takes place via open, public and uncontrolled networks. The transmitted data may leak out of Switzerland, regardless of the fact that both Cashare and its members are located in Switzerland. Even if data is transmitted in encrypted form, this does not necessarily apply to the entire transmission. Data can be intercepted.

#### XI. RECORDS

1. Cashare records movements on the website for reasons of security, system monitoring and administration as well as for marketing purposes and analyses these records. With regard to the processing and use of the data, reference is made to the **Privacy Policy**, which forms part of these GTC. <https://www.cashare.ch/en/data-protection-declaration/>
2. Cashare observes the applicable data protection and other provisions and takes the necessary security precautions.

#### XII. INTELLECTUAL PROPERTY RIGHTS

1. The content and presentation on [www.cashare.ch](http://www.cashare.ch) are protected by copyright and other intellectual property rights. Cashare and any third-party providers with whom Cashare co-operates are the owners of these rights. Downloading to the hard disc, printing or any other reproduction of information from the website for personal and private purposes is permitted, provided that the copyright notices and other legal titles are also reproduced. Notwithstanding the aforementioned use by third parties, all rights remain with Cashare. The use outside the

website or the reproduction of any kind of software or other aids available on the website is expressly prohibited.

2. Without the prior written consent of Cashare, the reproduction, transmission, modification or use of all or part of the copyrighted elements of this website for public or commercial purposes is prohibited.
3. Cashare, Cashare Platform and the logo are registered trademarks of Cashare. Any other linguistic and/or graphic element of the website that serves to identify the origin of products or services may be the trademark of the corresponding authorised party, e.g. the trademark of a business partner of Cashare. Reproduction or any other use or exploitation of this trade mark is prohibited without the prior consent of the authorised party.

### **XIII. APPLICABLE LAW, PLACE OF JURISDICTION**

1. These GTC and the remaining legal relationship between Cashare and individual members are subject to Swiss law to the **exclusion of the UN Convention on Contracts for the International Sale of Goods (Vienna Sales Convention)**.

Swiss law also applies in particular to users who are resident in Liechtenstein.

2. **The exclusive place of jurisdiction for all legal disputes in connection with these GTC and the legal relationship between Cashare and the individual members is Zug.** If the Consumer Credit Act (KKG) is applicable, the place of jurisdiction shall be determined in accordance with the corresponding provisions of the Code of Civil Procedure.