

# Yourasset General Terms and Conditions

dated September / 2024

## 1. Applicability and Scope of the Yourasset General Terms and Conditions

- 1.1. For the business relationship between YOURASSET AG (hereinafter referred to as “we, our, us or Yourasset”) and the User (hereinafter referred to as “User”) for transactions or services (hereinafter referred to as “Services”) enabled in Switzerland through our website <https://www.yourasset.com> or any of its sub-domains and any other websites operated by us or on our behalf and any mobile device application or desktop application developed by us or on our behalf (together, the “Website/s” or “Yourasset Platform” being a reference to any one of them), the following General Terms and Conditions (hereinafter “GTC”) apply in their version valid at the time of the respective order. Yourasset reserves the right to amend these GTC at any time.
- 1.2. The Yourasset Platform is intended exclusively for adult consumers. In addition and as further set out on the Yourasset Platform, certain services may be limited to consumers who have their usual residence in Switzerland and can specify a delivery address and bank account in Switzerland. A consumer within the meaning of this provision is any natural person who concludes a contract for a purpose that is intended for their private and/or family, non-commercial use.
- 1.3. Please read these GTC carefully and make sure that you understand them before using the Services. Please note that by using the Services, you agree to be bound by these GTC. If you do not accept these GTC, you will not be able to use the Services and you should leave the Website immediately. If you continue to use the Website or if you engage in transactions, order products or Services, we will take this as your acceptance of these GTC.

## 2. Use and Services of the Yourasset Platform

- 2.1. The Services our Yourasset Platform offers allow Users to search through the Website and purchase products from our business partners. Users can find information about our partners, their products and services on the Website and explore additional information in the respective digital boutique of each partner on our Website, if they maintain one.
- 2.2. Yourasset offers registered Users the technical option of contacting our business partners via the Yourasset Platform. Yourasset or its affiliated companies do not offer any products for sale on the platform and act as a mere intermediary and technical service provider.
- 2.3. The Yourasset Platform may be used with or without registration. The use of certain Services requires registration, particularly the search for promoted products by our partners, the financing payment application funnel, and management of User accounts (login accounts). Registered Users can also enjoy improved communication with our business partners. A User login account will not become active until the e-mail address of the User is not verified. Yourasset is entitled to refuse registration at its free discretion.

- 2.4. Yourasset reserves the right to change the use of the platform, or individual functions, or the scope in which individual functions can be used at any time without the obligation to pre-notify its Users.

### 3. General User Obligations

- 3.1. For Services which require registration, the User is required to set up an account on the Yourasset Platform and provide the requested information completely and truthfully. The User will then be given the login data comprising of a username and a password set by the User. The User is responsible for the proper handling and confidentiality of his/her username and password. The User shall, in principle, be liable for all activities that take place while using his/her login data. Users are obliged to notify Yourasset immediately if there are signs that a User login data has been misused by a third party.
- 3.2. Any User must refrain from any activity aimed at disrupting the operational aspects and technical infrastructure of the Yourasset Platform and/or overloading it. Users may search for products offered on the Yourasset Platform solely by means of the search functions provided by Yourasset. Avoiding the search functions, particularly by using automated search software to access our databases, is not permitted when searching for products. The User shall notify us if any disruption occurs while using the Yourasset Platform or its functions. The same shall apply if the User discovers that commercial offers or contents published by third parties clearly infringe prevailing law or the rights of a third party.
- 3.3. Subject to User's compliance with these GTC, Yourasset grants to the User a worldwide, non-exclusive, non-transferable and limited licence to use the Yourasset Platform as specified on the Yourasset Platform and in these GTC (hereinafter the "Permitted Purpose of Use"). The User must not and agrees not to:
  - (i) copy or reproduce the Yourasset Platform or any part of it other than in accordance with these GTC;
  - (ii) sell, sub-license, resell, rent, lease, loan, supply, distribute, redistribute, publish or re-publish the Yourasset Platform or any part of it;
  - (iii) modify, alter, adapt, translate or edit, or create derivative works of the Yourasset Platform or any part of it;
  - (iv) reverse engineer, decompile, or disassemble the Yourasset Platform or any part of it (except as mandated by applicable law);
  - (v) use the Yourasset Platform other than in accordance with these GTC and/or Yourasset's instructions;
  - (vi) use the Yourasset Platform in any way that is unlawful, illegal, fraudulent or harmful or use it in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  - (vii) use the Yourasset Platform in any way that causes, or may cause, damage to the Yourasset Platform or impairment of the availability or accessibility of it, or any of the areas of, or services on, the Yourasset Platform; or
  - (viii) circumvent or remove or attempt to circumvent or remove the technological

measures applied to the Yourasset Platform for the purposes of preventing unauthorised use.

#### **4. Conclusion of contract**

- 4.1. Yourasset is a mere intermediary and under no circumstances a party to contracts concluded between Users, our business partners or other third parties regarding products and services offered for sale via the Yourasset Platform. Yourasset is in no way responsible for the conclusion of the contract and for any associated risks.
- 4.2. Sales contracts facilitated through our Yourasset Platform may only be entered into by legally competent adult individuals.
- 4.3. The user places an order by clicking the “submit” button at the end of the direct payment or financing payment funnel. By placing an order, regardless of the selected payment option (direct payment or financing solution), the User warrants that all details he or she provides are true and accurate, and that he or she is authorised to use the selected method of payment.
- 4.4. The contract is only concluded by the express declaration of acceptance of the respective business partner. The business partner is entitled, yet not obliged, to accept the User’s order. The acceptance is declared by the business partner by accepting the transaction in their login account with Yourasset, which generates an order confirmation regarding the product via e-mail to the User’s specified e-mail address and also shows in the transaction section of the Users login account with Yourasset.

#### **5. Use of Services of Business Partners of Yourasset**

- 5.1. Transactions initiated by Users to purchase or sell products from or to our business partners are subject to the terms and conditions which are incorporated into the contract between the User and the business partner. The User can review the respective terms and conditions in the digital boutique of the business partner, if they maintain one and on the website of the business partner.
- 5.2. The fulfilment of contracts, guarantee or warranty and proper functioning of the product, and after sales service initiated on the Yourasset Platform shall also take place exclusively between the business partners and the Users. Yourasset is entitled but not obliged to control Users’ and our business partners’ behaviour and their content on the Yourasset Platform or to verify their lawfulness.
- 5.3. After the handover of the products to the shipping company, the User is informed in their login account with Yourasset or by the business partner directly. The User has access to a tracking code which allows the User to track the delivery, when provided.
- 5.4. If a delivery by shipment is not received by the User despite confirmation of dispatch by the shipping carrier, or if the User does not receive any message from the shipping carrier within 2 days, then the User must immediately contact the respective business partner and also inform Yourasset.

- 5.5. Yourasset requests that all business partners using the Yourasset Platform have and maintain reasonable business policies which comply with our own business policies. We cannot, however, be responsible for the business partners' policies. If Users are unhappy with the product or service they received from a business partner, he or she should at first liaise with the relevant business partner directly to try and resolve the issue.
- 5.6. Yourasset reserves the right not to submit the User's order to the business partner, and the business partner reserve the right not to accept your order if, for example, the product ordered is out of stock, has been withdrawn or is otherwise not available, or if we are unable to obtain authorisation for your payment or if you do not meet the eligibility criteria.
- 5.7. Requests initiated by Users to receive a non-binding quotation from the business partner to insure products are subject to the terms and conditions which are incorporated into the contract between the User and the business partner.

## **6. Payment Options**

### **6.1. General**

- 6.1.1. The Yourasset Platform provides direct payment and financing payment options. Yourasset conducts a standard pre-authorisation check on the payment method selected by the User on behalf of the respective business partner. Transactions will not be dispatched until the details provided by the User are verified.
- 6.1.2. The business partners of Yourasset decide which payment options, direct payment and/or financing payment, to offer to Users using the Yourasset Platform of Yourasset or integrated into the website of the business partner.

### **6.2. Direct Payment**

For direct payments, the User is redirected to our payment partner, as disclosed during the direct payment process, to complete the transaction. Please visit the Terms and Conditions and Privacy Policy of the respective direct payment provider for more information.

### **6.3. Financing solution**

- 6.3.1. Yourasset offers financing solutions in collaboration with its financing partners and indirectly via Scout24 (SMG Swiss Marketplace Group AG, «SMG») and their financing partners. Users can access the financing solution via our website, via the Yourasset financing widget embedded into the websites of our business partners and via QR-code or e-mail invitation shared by our business partners. In any case the User submits their data for a financing application via our website.

- 6.3.2. Depending on the country of residence of the User the applicable financing partner may vary. At the effective date of this GTC financing solutions are exclusively available in Switzerland to natural persons, aged between 18 and 65 years old, with a valid Swiss residency. The monthly net income shall be CHF 4.000 or higher. Financing contracts are offered in general for amounts from CHF 4.500 to CHF 250.000 and higher. Exceptions may apply. In most cases the User can deduct the interest costs from their personal income taxes in Switzerland.
- 6.3.3. The financing contract is concluded exclusively between the User and the respective financing partner and contains the corresponding rights and obligations of the parties. The User acknowledges that the financing partner will pay the financing amount directly to the Users personal bank account in Switzerland. The financing amount is paid out after the 14-day withdrawal period. According to the Swiss federal law on consumer credit (“KKG”) the User, as the borrower of the financing amount, can revoke the agreement in writing to the financing partner within a 14-day withdrawal period. The withdrawal period starts when the User receives a copy of the financing agreement, either in physical or electronical form.
- 6.3.4. The User acknowledges that, if the financing amount was paid out directly to the merchant, he or she is not entitled to receive the financing amount in case of a revocation of the financing contract with the financing partner or the revocation of the purchase agreement with the Business Partner (if permissible in accordance with the applicable Terms and Conditions of the Business Partner). In case of a valid revocation of the purchase agreement based on the applicable Terms and Conditions of the respective Business Partner, the financing contract with the financing partner shall also be deemed revoked. This only applies if the financing amount was paid out directly to the Business Partner. It does not apply if the financing amount was paid out directly to the User.
- 6.3.5. For financing solutions, the User provides the required information to Yourasset during the transaction checkout process after the User selected the desired financing solution that constitutes the financing contract. Or during the preapproval process prior to a transaction with a financing solution. The User can view and edit his or her personal and financial information in the personal login account on the website.
- 6.3.6. All financing requests (also referred to as financing application) that the User enters through the Yourasset platform are checked for plausibility and affordability, among other things. Yourasset cannot guarantee that there will be one or more financing partners willing to make an offer of financing for the submitted financing request. There is therefore no entitlement to the conditions published on the Yourasset platform, nor to a financing payment or financing as such.

- 6.3.7. The interest rates displayed on the Yourasset platform are limited in time and are subject to regular or irregular adjustments by the financing partners. There is therefore no entitlement to the interest rates published on the Yourasset platform. **Yourasset expressly states that the granting of credit is prohibited if it leads to over-indebtedness of the consumer or User (Art. 3 UCA).**
- 6.3.8. With respect to financing payments, solutions or financing contracts, Yourasset only acts as an intermediary. Yourasset is licensed in Switzerland to provide intermediary services according to the Swiss federal law on consumer credit. Yourasset does not guarantee that a financing contract will become effective between the User and the respective financing partner. The decision as to whether financing is granted is at the respective financing partner's sole discretion. The Yourasset Platform cannot provide any in-depth information on rejected financing applications. Yourasset does not communicate details about a rejected financing application by a User to its business partners. Rejected financing applications are displayed as cancelled transactions from a business partners perspective.
- 6.3.9. By choosing the financing payment option, the User acknowledges and agrees that Yourasset may forward the application to the respective financing partner or partners, or to SMG via the Internet, by email, by telephone or by mail. By submitting the application, the User confirms the accuracy of all information provided and is aware that he/she authorizes the financing partner and/or SMG to obtain information about him/her from third parties. In particular, by submitting information in relation to the financing payment option, the User authorizes the respective financing partner to obtain information from third parties, in particular banks, the Central Office for Credit Information (ZEK), authorities (e.g. debt collection and tax offices, residents' registration offices, child and adult protection authorities), credit agencies, credit brokers, employers, group companies of the respective banking partner and, if applicable, the Consumer Credit Information Office (IKO) in connection with the review of his/her application. The respective financing partner may require information on the spouse or registered partner (both hereinafter "Partner") of the User. In such case, the User confirms to provide that information with the informed consent of the Partner, in particular, the Partner must agree that the financing partner may obtain information concerning him/her as described above (including making informative queries to ZEK). The User agrees that the financing partner may verify the above information by means of direct queries to the Partner.
- 6.3.10. The User authorizes the financing partner and SMG to process and evaluate the data submitted by the User for risk management as well as marketing purposes, and to create profiles and offer other products and services to the User, including products and services of group companies of the financing partner. The User may revoke this authorization to process data for marketing purposes or to receive information at any time by notifying the financing partner.

- 6.3.11. Yourasset will share the required User information with the respective financing partner or partners only. Yourasset does not share User financial information with its business partners, nor will its business partners collect financial information of the User on behalf of Yourasset.
- 6.3.12. The financing partner is a fully regulated entity permitted to provide consumer financing to the User in the respective jurisdiction. The financing partner is in charge of the credit assessment. In this respect the User authorizes the financing partner and SMG to communicate the result to Yourasset which provides the information to the User in their private login account. The financing partner or SMG may request additional information from the User which will be communicated via the User's login account or directly with the User. In case a financing application is accepted by the financing partner, the business partner will be provided with this information for the purpose of processing the purchase.
- 6.3.13. If the financing partner approves the financing request, the corresponding contractual documents will be sent by post to the provided residence address of the User. The financing contract is also shared with the User in the private login account with Yourasset in the transaction section. The User must review the financing contract documentation diligently and only sign it when he or she fully agrees with the contractual obligations.
- 6.3.14. The User must return the signed financing contract documents directly to our financing partner by post or qualified electronic signature using the provided return envelope.
- 6.3.15. After our financing partner has received the signed financing contract, they will transfer the financing amount agreed with the User to the respective business partner or to the Users personal bank account. The User will be informed in his or her login account with Yourasset about the shipment of the product or the possibility to collect the product at the boutique, as indicated by the User during the purchase process.
- 6.3.16. Yourasset receives compensation for its activities as an intermediary from the respective financing partner for the brokered transactions. Yourasset receives a one-time compensation of between 0.0% and 4.0% (depending on the financing partner) of the brokered consumer financing amount from the respective financing partner or SMG for the brokerage of consumer loans. The User expressly agrees to this and waives the right to assert claims in connection with the individual compensation to Yourasset.

## **7. Development and maintenance of the Yourasset Platform**

- 7.1. The management, development, and maintenance of the Yourasset Platform are executed by Yourasset. Yourasset may engage third parties for purposes of fulfilling its performance obligations.

- 7.2. Yourasset strives to operate its Yourasset Platform as free from disruptions as possible and to minimize interruptions for correcting malfunctions, performing maintenance work, introducing new technologies, and the like, but it cannot entirely exclude the same. Technical developments are implemented at the sole discretion of Yourasset.

## **8. Intellectual property**

- 8.1. All intellectual property rights to the Website, the services, and the content accessible through the Yourasset Platform are the exclusive property of Yourasset and its business partners. The provision of such rights by us does not entail the assignment of any intellectual property rights or the grant of any rights of use other than a revocable, non-exclusive, non-transferable, and non-assignable right to access the Yourasset Platform and use the content for your personal use, only to the extent necessary for the use of the services.
- 8.2. Data, texts, videos, illustrations, and other content that the User transmits to Yourasset for publication on the Yourasset Platform or within the respective User login account not infringe any rights whatsoever, in particular, third-party rights, e.g., rights of privacy and intellectual property rights. The User may only transmit data that the User himself or herself has created or to the use of which the rights holder has consented.
- 8.3. The User grants Yourasset the exclusive right to use their content and data provided. The User is not entitled to have third parties be able to retrieve the data provided by the User for publication on their platforms.

## **9. Data protection and data privacy**

As regards the processing of data (particularly personal data), please refer to our Privacy Policy.

## **10. Yourasset Platform Display, Liability, and Warranty**

- 10.1. The Yourasset Platform contains information and content owned by Yourasset, as well as by our business partners. Yourasset strives to ensure the accuracy of this information and content but makes no express warranties or representations in this respect. This relates, in particular, to the truthfulness, accuracy, completeness, and currency of the information and content. Yourasset rejects any liability for losses that may arise from the retrieval, access or use of this information and content. Such information and content are retrieved and used exclusively at the User's own risk.
- 10.2. The Users and our business partners are fully responsible for the products and services offered for sale by him or her via the Yourasset Platform, as well as for the content transferred by him or her to Yourasset. Yourasset denies any liability for the Users' and our business partners' content. In particular, Yourasset makes no warranties or guarantees for the products and services offered for sale by Users and our business partners on the Yourasset Platform, as well as for any contracts potentially resulting therefrom, e.g., sale contracts entered into between Users with our business partners or other third parties.



10.3. Yourasset is only liable in case of willful intent or gross negligence. Under no circumstance is Yourasset liable for consequential damages or lost profits. If, despite all due diligence, Yourasset cannot fulfill its contractual obligations because of force majeure events, such as natural disasters, armed conflicts, strikes, unforeseen official restrictions, as well as technical faults that are the responsibility of third parties, the User has no right to demand performance of the contract for the duration of the event.

10.4. The information published by Yourasset on the Yourasset platform constitutes neither a recommendation nor an invitation to conclude a contract. The information displayed on the Yourasset platform does not constitute binding offers under any circumstances and is therefore not an offer within the meaning of the law of obligations.

## **11. General provisions**

11.1. If any provision of an agreement proves invalid or unenforceable, it shall cease to apply only to the extent to which it is invalid or unenforceable and shall be replaced by a provision that is as consistent as possible with the economic intent of the invalid or unenforceable provision. Any omissions in the respective agreement must be filled with provisions that are as consistent as possible with that which the parties would have agreed upon, based on the spirit and purpose of the agreement, if they had considered the specific issue when they concluded the respective agreement.

11.2. Without Yourasset's written consent, the User may not assign his or her contractual relationship with Yourasset to a legal successor, nor may claims arising from the contractual relationship with us be assigned to any third party without our written consent.

## **12. Governing Law and Forum**

12.1. This Agreement will be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of law provisions and excluding the United Nations Convention on the International Sale of Goods (CISG).

12.2. The exclusive place of jurisdiction is Zürich (City), Switzerland. Yourasset may choose as an alternative place of jurisdiction any competent court of justice worldwide.

## **13. Contact Information**

For questions, requests or complaints regarding the Yourasset Platform, the User can contact the User Service of Yourasset:

By post: Yourasset AG, Carmenstrasse 48, 8032 Zurich, Switzerland

Email: [contact@yourasset.com](mailto:contact@yourasset.com)

Yourasset AG, General Terms and Conditions.

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