

General Terms and Conditions for using the washMaster Mobile App

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1. General

1.1. Service / Scope

Schulthess Maschinen AG (hereinafter "Schulthess") is a Swiss limited company with its registered office in Wolfhausen, Zurich.

Schulthess offers users of the washMaster Mobile App (hereinafter "User(s)") its own mobile payment app for iOS and Android under the name "washMaster Mobile App" (hereinafter "washMaster App").

The washMaster App may be used by the User as a digital reservation and payment method for using washing machines, dryers and room air dryers (hereinafter "Washing Machines"), provided the machines are connected to the washMaster system. Schulthess is not responsible for the operation of the Washing Machines, but instead the administrator of the Washing Machines (hereinafter "Operator"). Schulthess also offers value-added services, i.e. the deposit or activation of RFID cards for payment without the washMaster App and other value-added services such as notifications and messages from the Operator of the Washing Machines to the User.

All references to persons refer to both men and women.

These General Terms and Conditions (hereinafter "GTC") govern the use of all services offered in the washMaster App. These services include reservation and payment functions for Washing Machines and value-added services, which are described on the website <https://www.schulthess.ch/en/homecare/apartment-buildings/payment-systems/> (hereinafter "Services"). These GTC are deemed accepted as soon as the User registers via the washMaster App and confirms that he/she has read and understood the GTC.

The GTC apply neither to the purchase or loan of cards for the loading, use and settlement of credit balances nor to any Services purchased with the card credit balance or by means of electronic payment systems.

Amendments to these GTC must be made in writing to be effective. This also applies in particular to the written form requirement.

1.2. Access to the Services

The Services can be used on all common smartphones, regardless of the manufacturer, on which the washMaster App can be installed. Such an installation requires smartphones equipped with the iOS or Android operating system. The minimum iOS or Android version required can be found in the relevant app store.

Access to the Services is granted to any User who has a smartphone registered in his/her name on which the washMaster App is installed.

Technical access to the Services is provided via the internet using the User's smartphone and the infrastructure provided by the owner of the Washing Machines (e.g. terminal, Wi-Fi hotspot, connected Washing Machines). If the internet connection is not available, certain Services cannot be used.

Payment and additional functions may be restricted by Schulthess when used abroad due to regulatory requirements.

1.3. Registration and identification

When installing (downloading) the washMaster App on the smartphone, the User is asked to enter his/her email address. This is verified for security reasons. If the email is changed, the User must register his/her new email address.

1.4. Confidentiality

Schulthess is bound by statutory confidentiality obligations. The User agrees that the facts of the business relationship and master data (e.g. name, place of residence) may be disclosed to the payee (Operator of the Machines), as well as to other third parties, to the extent necessary for the provision of Services.

The User is assured that the content data of business relationships (e.g. balance and payment data) is basically secret. However, the User agrees that the statutory confidentiality obligation is waived to protect the legitimate interests of Schulthess, in particular in the following cases:

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- Fulfilment of statutory obligations to provide information
- Collection of receivables from Schulthess or Schulthess's customers
- Legal disputes

1.5. Support

Schulthess provides the User with a help function via the washMaster App for the purpose of technical support. Schulthess may also call in third parties to provide such support, who may be given access to relevant data for such purpose.

1.6. User's duties of care

When using the washMaster App, the following duties of care must be observed in particular:

- The User must protect his/her smartphone from unauthorised use or manipulation (e.g. by means of a device or display lock).
- If the User has purchased an RFID card for cashless payment without a smartphone in addition to, or instead of, a smartphone, the customer is obliged to protect the RFID card from unauthorised use: The RFID card must not be passed on and must be kept in a safe place.
- On no account must the User login be passed on to other persons. Furthermore, the User is obliged to enter the correct payment data when loading any monetary amount.
- In the event of damage, the User will contribute to the clarification of the case and to the minimisation of damage to the best of his/her knowledge and belief.
- The User is responsible for the use (usage) of his/her smartphone. The User will bear all consequences arising from the use of the washMaster App on his/her smartphone.
- If there is reason to believe that unauthorised persons have access to the device or display lock, such lock must be changed immediately.
- In the event of loss of the smartphone, in particular in the event of theft, Schulthess must be notified immediately so that the User account can be blocked.
- The User must ensure the correct use of the Machine before each execution of any payment in order to prevent incorrect transactions.
- The User must check the payments executed. If the User discovers discrepancies, the User must notify Schulthess thereof immediately by telephone and within fourteen (14) days of the payment date (date of postmark) in writing.
- The User will ensure that contact with Schulthess is not interrupted. If contact is broken off, Schulthess may charge the User for the costs it incurs for address searches, as well as for the special handling and monitoring of dormant assets. Contact and dormant business relationships with a debit balance are liquidated by Schulthess.

1.7. Liability

The liability of Schulthess for consequential damage, loss of profit and loss of data is – as far as legally permissible – excluded in any case. Nor will Schulthess be liable for any damage resulting from the use of the washMaster App in breach of law or contract. Also excluded from liability is the loss of any RFID card and the potential loss of the credit balance on the RFID card.

Technical access to the Services through washMaster is the responsibility of the Operator of the Machines. Schulthess accepts no liability for network operators (internet providers) and, to the extent permitted by law, also disclaims any liability for the Machines and additional hardware and software (e.g. the washMaster terminal) required to use the Services.

The liability of Schulthess for damage incurred by the User due to transmission errors, in cases of force majeure, technical defects or malfunctions, in particular due to any failure of the Machines or

terminals or a lack of internet connection, unlawful interference with telecommunications equipment and networks, overloading of the network, wilful blocking of electronic access by third parties, interruptions or other shortcomings is excluded to the extent permitted by law.

Schulthess will endeavour to provide uninterrupted use of the washMaster App. However, Schulthess cannot guarantee this at all times. Schulthess reserves the right to interrupt access to the washMaster App and/or the Services offered therein at any time, in particular in the event of increased security risks or malfunctions or for maintenance work. As long as Schulthess exercises due diligence, the User will be liable for any damage resulting from such interruptions.

1.8. Electronic communication

Communication between Schulthess and the User takes place via email, provided the User has entered an appropriate address. The User is responsible for the correctness of the address given. The User acknowledges that electronic communication is neither confidential nor secure. Such communication can be viewed, intercepted or changed by third parties or can be lost. If orders or instructions issued electronically by the User are not explicitly confirmed by Schulthess, the User must assume that they have not been received by Schulthess. Schulthess accepts no liability for damage arising in connection with messages sent to Schulthess by ordinary email or by any other electronic messaging system.

1.9. Amendments to the GTC

Schulthess may amend the GTC at any time. The User will be notified in advance of any amendments in an appropriate manner. If the User does not agree with the amendments, he/she can delete the washMaster App on his/her smartphone and expressly declare to the administrator of the Washing Machines that he/she wishes to refrain from using the Services and to use the washing Services from the Operator via an RFID card.

1.10. Intellectual property

For the duration of the contract, the User will receive the non-transferable, non-exclusive right to use the washMaster App. The content and scope of such right are set out in these GTC. All intellectual property rights remain with Schulthess or the authorised third parties. If the User infringes third-party intellectual property rights and a claim is made against Schulthess for this, the User must indemnify Schulthess.

1.11. Term and termination

The business relationship between the User and Schulthess is concluded for an indefinite term. The User may delete the washMaster App at any time or both contracting parties may terminate the business relationship in writing at any time. A relevant function is available to the User in the App for deletion. Schulthess will refund the remaining credit balance to the User after receipt of the termination. Schulthess will use the same payment method with which the credit balance was deposited. This may result in multiple transactions depending on deposit behaviour.

1.12. Blocking by the User

The User must apply to Schulthess to block the washMaster prepaid credit balance and thus access to the payment function. The payments activated up to the time of the blocking application are deemed to have been booked and cannot be reversed.

1.13. Changes to the Services and blocking of access by Schulthess

Schulthess may change, update or enhance the Services at any time. Schulthess may also discontinue operation of the washMaster App or the User's access to the washMaster App in whole or in part at any time and without prior notice (e.g. if the User uses a Machine without prior permission from the Operator) or restrict availability for technical or legal reasons (e.g. due to legal or regulatory requirements, by order of the authorities or for security reasons).

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2. Payment functions

2.1. Limits

The maximum balance of the washMaster credit balance is limited to CHF 200 and may not exceed a total of CHF 3,000 per calendar year. Users can load a maximum of CHF 100 credit balance per loading process.

The washMaster credit balance is discharged exclusively to a reference account stored in the App (as per section 2.3). Repayments to the reference account are limited to a maximum of CHF 100 per calendar year.

The limits listed in this section 2.1 may be additionally restricted for regulatory as well as security reasons.

2.2. Loading, discharging and processing

The washMaster credit balance is loaded by the User via the options provided for such purpose in the App. The payment function (see section 2.4) and loading may coincide, depending on the loading option selected by the User. However, these are two separate transactions, whereby a loading of the washMaster credit balance is always required first before the subsequent payment can be made. The User will be liable for any transaction or other fees associated with the loading. No interest is payable on the washMaster credit balance.

The account credit balance can only be used for the Washing Machines or dryers designated for such purpose by the Operator. The account credit balance is neither transferable nor usable for other purposes.

The User can only pay with the washMaster prepaid credit balance if it has a positive balance.

The User acknowledges that the processing procedure for loading or discharging the washMaster credit balance may take several days, depending on the loading option, if this is done via SEPA, bank transfer or payment slip.

The loading of the prepaid credit balance and direct payment via credit or debit card, mobile payment solutions such as (not exclusively) TWINT, Apple Pay, PayPal and Google Pay is carried out via third parties (see section 2.5).

2.3. Reference account

For regulatory reasons, the repayment of the prepaid credit balance must be made via the reference account stored by the User in the App. The reference account must be in the name of the User and must be held at a bank authorised in Switzerland (CHF), Europe (EUR) or the United Kingdom (GBP).

In the case of an international transaction, the User will be liable for any fees.

2.4. Payment

When using a Machine and paying via the washMaster App, the User authorises Schulthess to debit the relevant amount directly from the washMaster credit balance or directly from the payment method stored in the App without the User having to authorise individual debits.

2.5. Note for credit card and digital payment methods

If the User decides to use a credit card or digital payment method (VISA, Mastercard, Amex, Postcard, Diners Club, TWINT, KLARNA, Apple Pay, Google Pay), the payment will be processed via third-party partners (<https://www.datatrans.ch/de/agb/>).

2.6. Debiting of payments

The User acknowledges all payments made for washing Services that were made with the washMaster credit or direct payment from his/her smartphone and registered as a payment in the App. Furthermore, the customer acknowledges any payment made with the RFID card assigned to him/her. The User must contact Schulthess within fourteen (14) days if a transaction would not be legal. Thereafter,

Schulthess reserves the right to no longer remunerate the transaction.

2.7. Prices

Installation of the washMaster App and use of the Services are basically free of charge for Users.

If the User has a credit balance and confirms a washing or drying programme, Schulthess will deduct the fee agreed between the User and the Operator of the washing or drying programme from the User's credit balance and charge it to the Operator.

If the User pays for a washing or drying programme by means of third-party electronic payment systems without a card or account, Schulthess will record the transaction as such for regulatory reasons and charge the provider of the washing or drying programme.

The washing or drying programme selected by the User cannot be cancelled once confirmed. Schulthess bears no responsibility for incorrect selection.

Price adjustment by the Operator of the Machines is deemed to have been approved if the User continues to use the washMaster App after the price adjustment has come into effect.

2.8. Settlement

The User expressly agrees that Schulthess may offset any outstanding claims against the User against the User's existing credit balances with Schulthess.

3. Value-added Services

3.1. Message function

Schulthess offers the Operator of the Washing Machines the function of sending messages (news) to Users registered with its laundry room.

Schulthess is not responsible for the content of the news. In the event of inappropriate, offensive or endangering news, the User may report such news to Schulthess. Schulthess is completely free to take action against the Operator at its own discretion.

3.2. RFID cards

Users have the option of ordering an additional RFID card from the Operator of the Washing Machines to make use of the Washing Machines accessible even without a smartphone. The liability, handling and technical support regarding RFID cards rests with the Operator of the Washing Machines.

3.3. Liability for value-added Services

The relevant Operator of the laundry rooms is liable for content, offers, messages, for problems, theft and/or loss of RFID cards. Schulthess has no influence on the fulfilment of the Services offered by the Operator.

Nor is Schulthess liable for the loss of the card and/or the loss of the credit balance due to unauthorised use of the RFID card. Nor, moreover, is Schulthess liable for any direct or indirect damage caused by the content of news, or the overlooking of news.

It goes without saying that Schulthess endeavours to make use of value-added Services available without disruption and without interruption in the washMaster App or with the RFID card. However, Schulthess cannot guarantee this at all times. As long as Schulthess exercises due diligence, the User will be liable for any damage resulting from such interruptions.

4. Warranty

4.1. Notification

Schulthess ensures the functionality of the App in accordance with the terms of these GTC. In the event of complaints, the User should contact Schulthess Customer Service immediately, either in writing to Schulthess Maschinen AG, Alte Steinhauserstrasse 1, CH-6630 Cham, by telephone on +41 844 888 222 or by email to support@schulthess.ch.

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4.2. Scope of application

The Schulthess warranty does not cover defects or malfunctions resulting from defective Washing Machines or dryers, infrastructure, improper operation of the Machines or the portal, internet outages, unreasonable maintenance, defective or damaged cards, improper use of cards, Schulthess apps, accounts, third-party payment systems or tampering with the portal as well as other systems.

4.3. Extent

The warranty in this section 4 will, to the fullest extent permitted by law, be in lieu of and exclude all guarantees and conditions, whether oral, written, statutory, express or implied.

4.4. Maintenance and rectification of defects

Schulthess must maintain the portal and the washMaster App to an appropriate extent. In doing so, Schulthess must take into account the legitimate interests of the User. Claims for compensation due to non-availability of the portal or the washMaster App during or as a result of maintenance work or defect rectification are excluded to the fullest extent permitted by law.

5. Limitations of liability

5.1. Damage

Schulthess including its vicarious agents is liable without limitation for damage caused intentionally or by gross negligence. In the event of a slightly negligent breach of a principal or secondary obligation which prevents the achievement of the purpose of the contract and which you could rely on being complied with (essential secondary obligation), the liability of Schulthess including its vicarious agents is limited to the extent permitted by law to damage foreseeable at the time of conclusion of the contract and typical for the contract. In the event of a slightly negligent breach of secondary obligations which are not essential secondary obligations, the liability of Schulthess including its vicarious agents is excluded.

5.2. Unaffectedness

The liability of Schulthess including its vicarious agents for damage arising from injury to life, limb and health, in the event of fraudulent concealment of defects, in the event of the assumption of guarantees of quality as well as liability under the Product Liability Act (if applicable) will remain unaffected.

5.3. Burden of proof rule

The statutory burden of proof rules remain unaffected.

6. Data protection

Schulthess will treat the User's personal data to be processed in the context of opening an account in accordance with the Schulthess Privacy Policy, which complies with the principles of the EU General Data Protection Regulation. The individual provisions of the Schulthess Privacy Policy can be found under the following weblink <https://www.schulthess.ch/en/disclaimer/>. Upon request, Schulthess will also send a copy of the Schulthess Privacy Policy either by email or by post.

7. Final provisions

If a court, arbitral tribunal or administrative body of competent jurisdiction decides that any provision of these GTC is illegal, invalid, void, voidable or unenforceable, in whole or in part, the provision is deemed severable to the extent of the illegal, invalid, void, voidable or unenforceable provision, so that the remaining provisions of these GTC will continue in full force and effect.

These GTC are governed by and construed in accordance with the laws of Switzerland.