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## neon Switzerland AG – General Terms and Conditions

14 March 2024 - Version 3.1

The neon app is operated by neon Switzerland AG, Badenerstrasse 557, 8048 Zurich, Switzerland (hereinafter referred to as «neon»). The services in the neon app («neon services») are provided by neon exclusively on the basis of these General Terms and Conditions (hereinafter «GTCs»), the supplementary terms and conditions in the appendices to the GTCs and the current version of the [privacy policy](#) published on our website. The prices for the neon services are listed [here](#). If you have any questions, please contact our team at [help@neon-free.ch](mailto:help@neon-free.ch).

### 1. Scope and contracting party

These GTCs apply to the use of the neon services with all contents, functions, services and rules within the framework of the contract between neon and the person using the service.

Should you opt for the product «neon green» or the product «neon metal», sections 20 to 22 (for «neon green») or sections 23 to 25 (for «neon metal») shall also apply to you.

Upon registration, you are requested to give your consent to the GTCs and to accept them as binding. These GTCs apply to all forms of use of the neon services.

Your contracting party in respect of the neon services is neon Switzerland AG. In addition to these GTCs, separate general terms and conditions of third parties that allow access to and use of customer data insofar as this is necessary for the provision of neon services may apply and provided you actively consent to their use.

### 2. Subject matter of the contract and terms of use

The subject matter of the contract is the use of the neon app and the neon services. You must meet the following conditions to do business with neon:

- Minimum age: 15 years;
- *Not* have legal *incapacity*,
- Swiss residence and only subject to Swiss tax,
- Swiss residence permit B or C is required for persons with foreign nationality.

With the help of neon, you can open a digital private account with a dedicated IBAN with Hypothekarbank Lenzburg AG. This contractual relationship with the bank is based on a separate agreement and is also a prerequisite for the business relationship with neon.

The list of countries and identification documents that meet the requirements of Hypothekarbank Lenzburg AG is available [here](#).

If you use the function for creating «Spaces», from a technical perspective, a second account with Hypothekarbank Lenzburg AG with a separate IBAN is created.

If you open a «neon joint account» in the neon app, the separate agreements and conditions apply, in particular the «Consent to the principle of solidarity» and the «Consent to beneficial ownership» between you and Hypothekarbank Lenzburg AG. For a «neon joint account» you deliberately waive the protection of Swiss bank client confidentiality to the extent of disclosure to the other account holder.

The «neon joint account» is a paid service offered by neon; a prerequisite for a «neon joint account» is that both account holders have a

separate contractual relationship with neon and with Hypothekarbank Lenzburg AG.

A transfer of residence abroad, being subject of an additional tax jurisdiction apart from Switzerland or a loss of residence permit B or C induces the immediate termination of the existing contractual relationship. You are obliged to inform neon of any of the above changes by email to [service@neon-free.ch](mailto:service@neon-free.ch) (see also section 12 in particular).

There is no provision for granting of powers of attorney (for «neon joint account» see the separate agreements with Hypothekarbank Lenzburg AG). The services offered are to be used exclusively for private purposes.

The account also offers you access to third-party services with the help of the neon app. If data is exchanged with these third parties for this purpose, all the data will be transmitted in encrypted form. This concerns the services of Wise Payments, Europäische Reiseversicherung ERV, Helvetic Warranty GmbH, Allianz Assistance (AWP P&C), QoQa and other third-party providers that have been carefully selected by neon. You shall give us permission to disclose this data. Within the scope of this disclosure, you knowingly waive the protection of Swiss bank customer confidentiality.

Use of these services is optional or an integral part of «neon green», «neon metal» or «neon QoQa» and subject to the respective terms of use and data protection conditions.

neon also introduces products or services from partner companies (in the neon app, on the website, by email, etc.). neon does not share any data with partner companies unless you actively agree to your data being shared with the partner company e.g., in the neon app or by email on a case-by-case basis, which is then subject to the terms of use and privacy policy of the respective partner company. neon would also like to point out that introducing a partner company is in no way equivalent to providing advice.

neon always endeavours to ensure unrestricted use and availability of the services provided to the extent possible, but cannot provide an unrestricted guarantee for their reliability. You acknowledge that access to the services may be temporarily restricted for technical reasons (e.g., malfunctions, maintenance, transmission errors, system interruptions) or for reasons beyond the control of neon (e.g., force majeure, third-party fault or any type of malfunction). neon shall exercise due care in the operation and maintenance of our applications for access to exchange and trading services. neon does not accept responsibility for persons or systems outside our scope of influence and, in particular, does not guarantee the availability of specific services, financial products provided by third parties, trading platforms or trading channels.

### 3. Data protection, data retrieval, bank customer confidentiality and other secrecy regulations

neon is subject to Swiss law with regard to the procurement and use of your personal data (in particular the DSG (Federal Act on Data Protection) and the VDSG (Ordinance to the Federal Act on Data Protection)).

neon undertakes to protect customer data at all times by taking appropriate, state-of-the-art measures, and also undertakes not to disclose your personal data unless this is absolutely necessary for the



fulfilment of a contract, you have consented to this, or there is a legal obligation to do so. neon may pass on your personal data or other data to Hypothekarbank Lenzburg AG if this is essential for the proper execution of the banking transaction. Banking secrecy concerning the contractual relationship between you and Hypothekarbank Lenzburg AG is maintained at all times (see 2.).

Irrespective of this, neon's statutory or regulatory obligations to provide information or to report apply. neon is entitled in particular to block access to the app at our discretion for an indefinite period (e.g., to review suspicious incidents). We publish our privacy policy, including the principles governing the processing of personal data and any updates on the Internet (available [here](#)). Details on the handling of personal data as well as data security are defined in detail in the privacy policy (available [here](#).)

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#### 4. Outsourcing of services and confidentiality

neon is entitled to outsource services or business units (e.g., collection and administration of customer data, preparation of transaction data, address data management, shipping, franking) in whole or in part to other third parties within or outside Switzerland, («outsourcing»). You declare your express consent for your data to be processed by neon and transferred to the specified parties in connection with the services. You further declare your consent for these parties to pass your data on to additional outsourcing parties. All data will be treated in confidence by all data-processing parties.

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#### 5. Customer profile and marketing

neon may use your data to create customer profiles that enable us and others to offer you services, products or information that are tailored to your individual situation or could be of interest to you in neon's opinion within the framework of the drafting and execution of contracts with the involved contracting partners.

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#### 6. Processing, recording, sharing, storing and erasing data

neon needs certain data to determine customer needs and meet customer interests in compliance with the Data Protection Act and the privacy policy. neon stores customer data for a period of 5 years in order to prevent misuse. After this period, you have the right to have structured customer data erased from live production systems, if this is permitted by law. You can find more information about this in the privacy policy, available [here](#).

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#### 7. Intellectual property

All intellectual property rights shall remain with neon or authorised third parties. For the term of the contract, you shall receive a non-transferable, non-exclusive right to use the neon app and neon services. The content and scope are defined in the provisions of the contract between you and neon.

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#### 8. Your duties and due diligence, compliance with legal regulations and laws

You have the right to install the neon app for your own private use on a mobile device owned by you for the use of the neon services.

You undertake to store your documents carefully and securely so that unauthorised persons cannot access the information contained therein. You shall observe all precautionary measures that minimise the risk of fraud or the like. In particular, you shall keep access codes secret in order to prevent misuse. Any damage resulting from a breach of these duties of care shall be borne by you. You undertake

only to register email addresses that are used privately to which no one else has access. Neither the email address used nor the associated access data may be shared or passed on. You are required to only make inquiries via the private email address with which you registered. neon is not obliged to respond to queries from email addresses that are not registered.

We (neon) shall take appropriate measures to detect and prevent fraud and the like. In doing so, if it violates the customary business care, it shall assume any damage caused. Any damage occurring without neon or you having violated the obligation of due diligence shall be borne by the party whose sphere of influence the damage is attributable to. You shall be responsible for compliance with the applicable legal and regulatory provisions, in particular in respect of provisions concerning taxes and money laundering.

Your devices and software are part of the system, but are outside neon's control and may become a vulnerability of the system. Therefore, neon recommends that you professionally protect any devices or software you use at all times against electronic attacks and use by unauthorised persons, and avoid delivering sensitive or time-critical information, instructions and booking-related information from neon via unencrypted emails or unprotected electronic communication channels, and recommends that you instead use those channels intended for this purpose by neon and to check executed transactions immediately. neon shall only be liable for any damage resulting from the use of the aforementioned communication channels if neon, our employees or auxiliaries violate their duty to exercise due diligence. Neon is in particular under no obligation to compare information and instructions transmitted to neon by you or an authorised representative with other information and instructions. neon does not assume any responsibility for devices and software used by you.

In particular, it is prohibited to impair the functionality of the services offered by neon through such methods as the mass sending of emails (spam), hacking attempts, brute force attacks, the use or sending of spyware, viruses and «worms». Violations of these rules will be immediately punished by neon by warning, (temporary) blocking and/or complete exclusion from use of the account. neon reserves the right to take further legal action.

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#### 9. Indemnification of neon and liability of customers

You shall indemnify neon for all claims, including any claims for damages, asserted by other customers or third parties, including authorities, against neon due to a violation of your rights and duties through the use of the neon services.

You shall be liable for all costs, including legal costs, incurred by neon as a result of your infringement of third-party rights. neon reserves the right to assert further claims in any case. The above obligations only apply if you are responsible for the legal infringement or breach of duty in question, i.e., if it was committed knowingly and willingly (intentionally) or if due diligence was neglected.

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#### 10. Liability for defects

The provision of a neon account means that neon is only liable for defects that were fraudulently concealed, or were caused intentionally or due to gross negligence. A defect exists if the suitability for the contractual use is not available or it is considerably reduced.

You are obliged to inform neon immediately, i.e., defects must be reported to neon in writing (by email) or by telephone.

Further claims and rights due to defects in the neon services other than those expressly mentioned do not exist. In particular, there is no



claim for damages due to a defect existing at the time of conclusion of the contract or occurring later due to a circumstance beyond neon's control.

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#### 11. Limitation of liability

For the use of neon services, neon's liability is limited to wilful misconduct, gross negligence and/or the absence of a guaranteed feature. In the event of wilful misconduct, liability shall be limited to the full amount; in the event of gross negligence and the absence of a guaranteed feature, liability shall be limited to the amount of the typical and foreseeable damage. Any further liability is excluded.

neon shall not be liable for acts or omissions of its partner companies. neon shall further not be liable for delays, errors or defaults caused by circumstances that are out of our control, including, but not limited to, force majeure. neon reserves the right to make changes and adjustments to the fee regulations. You will also be informed by email and the regulations will be deemed to have been accepted within 30 days if no objection has been raised.

To the extent permissible by law, neon expressly excludes all liability for losses due to a delayed or non-performed processing of orders or instructions or losses from securities trading or transactions in financial instruments.

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#### 12. Terms of the contract and termination of use

The contract for the use of neon services is concluded for an indefinite period of time and requires the use of the banking relationship with Hypothekarbank Lenzburg AG. You may terminate the contract with neon at any time and without notice; for «neon green» and «neon metal» the respective deadlines apply. As soon as you no longer have a credit balance at Hypothekarbank Lenzburg AG, you can terminate your bank relationship via the neon app or – if this is not possible for technical reasons – via e-mail to [stop@neon-free.ch](mailto:stop@neon-free.ch). In the event of a termination, you will be able to indicate your account details at another Swiss bank in order to transfer any credit you may have. A «neon joint account» can be terminated by an account holder as soon as there is no more credit on the account.

neon will then terminate the contractual relationship and forward the termination notice to Hypothekarbank Lenzburg AG to balance the account.

Hypothekarbank Lenzburg AG or neon may also terminate the banking relationship or the use of the neon app and the associated contractual relationship at any time and without giving reasons. Termination of the contractual relationship by Hypothekarbank Lenzburg AG or neon requires the balancing of the banking relationship and the neon services as well as the contractual relationship.

If the contractual relationship and the neon account have been terminated, it is at the discretion of neon and Hypothekarbank Lenzburg AG whether or not you may enter into a contractual relationship again at a later date.

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#### 13. Entry into force and amendments

These GTCs enter into force immediately. neon reserves the right to make changes to them at any time. In the case of any changes, the updated GTCs shall be notified to you by email and shall be deemed approved without objection within 30 days. If no notice of objection is received within this period, which begins after receiving the email, the amended terms and conditions shall be deemed to have been agreed and accepted by you. Within the framework of the notice of termination regarding the change to the GTCs, neon shall inform you

separately of your right to object, the objection period and the implication of not raising an objection. Changes to major obligations are excluded.

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#### 14. Fees

For the price/performance overview, we refer you to the [neon price list](#). All fees for services provided by neon include the applicable value added tax (VAT). neon may charge fees for neon services directly on any credit balances and debit them from your account with Hypothekarbank Lenzburg AG. If fees cannot be debited due to insufficient funds in the account (e.g., for «neon green», «neon metal», «neon joint account»), any and all obligations of neon, including the obligations of our insurance partners, are suspended – should you then suffer an insurance incident, the insurance company will not settle the claim.

The fees charged by neon are not «bank fees» and are therefore not part of Hypothekarbank Lenzburg AG's tax statement. Fees for a «neon joint account» are charged separately to both account holders.

neon reserves the right to make changes and adjustments to the fee regulations. You will also be informed by email and the regulations will be deemed to have been approved within 30 days without objection.

neon may invoice special expenditure caused by you, e.g., costs incurred by neon for seizures or court proceedings against the customer or the termination of the business relationship.

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#### 15. Sales compensation

neon may receive sales commissions or other monetary benefits for our sales activities and associated services on the basis of sales agreements with product providers. These commissions make up part of neon's compensation for services provided to you.

If neon receives compensation for which the surrender of such compensation could be demanded by you in accordance with Article 400 of the Swiss Code of Obligations or another statutory provision, you shall expressly waive this right of surrender. Detailed information on the basis and amount of this product-specific compensation and any resulting conflicts of interest can be viewed [here](#) at any time.

This information in its current form is an integral part of these GTCs. neon endeavours to avoid conflicts of interest when performing our tasks. If this is not possible, neon shall ensure that your interests are safeguarded or shall notify you of any conflict of interest in an appropriate manner.

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#### 16. Notifications and communication

You must notify neon immediately in the neon app of all facts that are material to the business relationship (changes of name, address, residence, telephone number or email address, or changes in tax residency – change of name may only be communicated via email and must be accompanied by relevant proof). As soon as electronic documents and notifications from neon are available to you in the neon app or are sent via email, they are deemed to have been delivered. neon uses email as the main communication channel for notifications such as amendments of the GTCs, price adjustments, etc.

neon is authorised to communicate via electronic channels (mobile applications and other electronic channels) to the channels (e.g., email address or mobile phone number for mobile applications) used or explicitly provided by you to neon.

You acknowledge that unencrypted emails and other unprotected electronic communication channels are not secured against access



by unauthorised third parties and therefore involve corresponding risks, e.g., lack of confidentiality, manipulation of content or sender data, misdirection, delay or viruses.

For the provision of customer services, neon uses the following communication channels: telephone «hotline», email, in-app messages and notifications. Individual services may also be provided by third parties. The neon services are offered in German, French, Italian and English. Messages and communications between neon and you which are intended only for you may not be forwarded to third parties, reproduced or distributed in any other way.

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17. Saturdays treated as public holidays

In business transactions with neon, Saturdays are treated as a public holiday.

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18. Severability

Should individual provisions of these GTCs be or become ineffective and/or contradict the statutory provisions, this shall not affect the effectiveness of the remaining GTCs. The ineffective provision shall be replaced by mutual agreement between the parties with a provision which comes closest to the economic purpose of the ineffective provision in a legally effective manner. The foregoing provision shall apply mutatis mutandis in the event of loopholes.

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19. Applicable law and place of jurisdiction

All legal relationships between you and neon are subject to Swiss substantive law. Zurich shall be the ordinary place of jurisdiction and place of performance (fulfilment) to the extent permitted by mandatory domestic and foreign statutory provisions.

However, neon has the right to take legal action at another competent court.



## Additional conditions for «neon green»

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### 20. Fee-based card products **neon green**

«neon green» is an additional product of neon and is based on the neon services. For **neon green** the product-specific terms and conditions in sections 20 to 22 also apply. For the price/benefit overview, please also refer to the [neon price list](#).

You must ensure that there are sufficient funds in your account with Hypothekarbank Lenzburg AG. Failure to do so may result in neon immediately suspending the services of the additional product (e.g., stopping the insurance cover) or terminating the additional product or the entire contractual relationship pertaining to the use of neon services.

For the use of **neon green**, additional, explicit consent from you in the app is required (if you are new to the registration process and if you already accepted our GTCs by selecting the additional product in the app).

If you already purchased **neon green** in November 2020, the fees for the additional product are waived.

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### 21. Subject of contract **neon green**

The additional product **neon green** offers the use of the neon app, the neon services and, in addition and exclusively for you, specific additional services. Customers who opt for **neon green** receive the following services in addition to all neon free services as part of the **neon green** additional product:

- a CO<sub>2</sub>-neutral account: all neon services and services of Hypothekarbank Lenzburg AG are offset by the partner [myclimate](#).

- All other services offered by the supplementary product **neon green**, an overview of the partners, as well as the respective contractual terms and conditions can be found [here](#).
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### 22. Duration and termination of use for **neon green**

The use of the **neon green** services is agreed for an indefinite period. The **neon green** services shall be available to you once you grant consent. The fee for the additional product **neon green** is due for the first time the month subsequent to the conclusion of the contract and shall be debited directly from your account.

You confirm that you agree to the (normally monthly) direct debit of the **neon green** fee from your account.

You explicitly agree that neon is authorised to disclose your data so that the insurance company can process the respective claim in the event of a warranty claim. This disclosure is necessary in order to provide the services to which you are entitled.

The customer may cancel the subscription of the additional product **neon green** at any time, with notification via the app deemed sufficient for this purpose. In the event of termination of the additional product, the additional services specific to **neon green** shall cease to be provided to you at the end of the month in which notice of termination was given. Should a customer cancel the additional product **neon green** in the same month that the customer registered for the product, the fees for one month of subscription are due. The customer may continue to use the card issued for **neon green** until the expiration date.

Unsecured data in connection with planted trees may be lost in the process.

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## Additional conditions for «neon metal»

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### 23. Fee-based card products neon metal

«neon metal» is an additional product of neon and is based on the neon services. For you, the product-specific terms and conditions in sections 23 to 25 also apply (see below). For the price/benefit overview, please also refer to the [neon price list](#).

You must ensure that there are sufficient funds in your account with Hypothekarbank Lenzburg AG. Failure to do so may result in neon immediately suspending the services of the additional product (e.g., stopping the insurance cover) or terminating the additional product or the entire contractual relationship pertaining to the use of neon services.

The use of neon metal requires additional, explicit consent to be given by you in the app (if you are new to the registration process and if you have already accepted our GTCs by selecting the additional product in the app).

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### 24. Subject of contract neon metal

The additional product neon metal offers the use of the neon app, the neon services and, in addition and exclusively for you, specific additional services. If you opt for the neon metal product, you will receive the following services in addition to all neon free services:

- Insurance covering accidental damage and theft for the mobile phone used and activated for neon – the contractual terms and conditions of our partners of our partners [Helvetia Schweizerische Versicherungsgesellschaft AG](#) and [Helvetic Warranty GmbH](#) apply; the GTCs can be accessed [here](#)).
- All further services of the neon metal additional product, an overview of the partners and the respective contractual terms and conditions are set out [here](#).

You may qualify for further services depending on your use of neon and the neon metal card. These further services of the neon metal additional product, the criteria for qualification, an overview of the partners and the respective contractual terms and conditions are set out [here](#).

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### 25. Duration and termination of use neon metal

The use of the neon metal services is agreed for an indefinite period. The neon metal services shall be available to you once you grant consent. The fee for the additional product neon metal is due for the first time the month subsequent to the conclusion of the contract and shall be debited directly from your account.

You confirm that you agree to the (normally monthly) direct debit of the neon metal fee from your account. You also declare your express consent for your data to be shared with neon so that the insurer can be process the data in the event of a warranty claim. This sharing of data is necessary in order that the services to which you are entitled can be provided to you.

The customer may cancel the subscription of the additional product neon metal at any time, with notification via the app deemed sufficient for this purpose. In the event of termination of the additional product, the additional services specific to neon metal shall cease to be provided to you at the end of the month in which notice of termination was given. The customer may continue to use the card issued for neon metal until the expiration date.

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## Links in the document

- Accepted ID documents: <https://go.online-ident.ch/neon/documents>
- General terms and conditions: <https://www.neon-free.ch/en/legal-docs/>
- Privacy policy (PDF): [https://www.neon-free.ch/media/neon\\_app\\_privacy\\_policy.pdf](https://www.neon-free.ch/media/neon_app_privacy_policy.pdf)
- Prices (PDF): [https://www.neon-free.ch/media/neon\\_services\\_and\\_prices\\_en.pdf](https://www.neon-free.ch/media/neon_services_and_prices_en.pdf)
- Sales compensation: <https://www.neon-free.ch/en/blog/about-neon/neon-and-money-our-philosophy/>

Specifically also for [neon green](#)

- Website «myclimate»: <https://www.myclimate.org/de/>

Specifically also for neon metal

- Website [Helvetia Schweizerische Versicherungsgesellschaft AG](#) and [Helvetic Warranty GmbH](#).
- Contractual terms and conditions of Helvetic Warranty GmbH: See [here](#)
- Contractual terms and conditions of Europäische Reiseversicherung: See [here](#)