



# Terms and Conditions of Start2Coin Service

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## EXECUTIVE SUMMARY

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## *Welcome to Start2Coin Switzerland*

*These Terms of Service (which may be modified over time, hereinafter the "Terms of Service") govern the terms of use of the Start2Coin Service offered by SweePay AG. "The customer"; "you" or "your", a natural person not acting for professional purposes, refers to the Start2Coin cardholder who is the authorized user. "We", "us" or "our" refers to SweePay AG. The Terms of Service constitute the enforceable contractual document and can be consulted at any time on the website: [www.start2coin.com/en-ch/tos](http://www.start2coin.com/en-ch/tos).*

*The Customer may at any time consult Terms of Service, reproduce them, store them on his computer or on another medium, transfer them by e-mail or print them on paper in order to keep them. You may also obtain a copy free of charge by post to your address by sending a written request to Customer Service.*

*PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE FOLLOWING TERMS OF SERVICE AND YOU ARE WILLING TO TAKE THE RISKS ASSOCIATED WITH THE VIRTUAL CURRENCIES. If, at any time, you do not agree these Terms of Service, please stop immediately using the Service.*

## **Introduction**

SweePay, through its Start2Coin brand, acts as a service provider mandated to market the virtual currency exchange service and enables the provision of these virtual currencies on the Start2Coin card.

In order to use this Service, you confirm that you are capable of discernment, that you are over 18 years of age and that you are not acting within the scope of your commercial, industrial, craft, liberal or agricultural activity or on behalf of a third party.

In this case, you simply have to purchase the Start2Coin card at a partner point of sale in Switzerland (list of points of sale available at [www.start2coin.com/en-ch/pos](http://www.start2coin.com/en-ch/pos)) for CHF 29.90- (the card does not contain Bitcoins!) and accept these Terms of Service. We also advise you to visit our website [www.start2coin.com](http://www.start2coin.com) for further information.

SweePay, a financial intermediary company member of the self-regulatory organisation PolyReg in Switzerland, fulfils its obligations under Swiss law on combating money laundering and terrorist financing in the financial sector (Swiss Anti-Money Laundering Act, AMLA) and abides by the rules set forth by PolyReg.

If you have purchased a Start2Coin card, you can use it to get your virtual currencies at the point of sale. The Start2Coin card allows you to make a large number of Bitcoin purchases. However, we recommend that you do not store more than CHF 2,000 in Bitcoins on a card in order to benefit from the Tangem manufacturer's warranty covering card operating problems not caused by the cardholder (The Terms of use applicable to the Tangem card are available at [www.start2coin.com/en-ch/tangem](http://www.start2coin.com/en-ch/tangem)). Make sure that your mobile phone is NFC compatible, then download the official Tangem mobile application (the Tangem app user manual is available at [www.start2coin.com/en-ch/apptangem](http://www.start2coin.com/en-ch/apptangem)) and activate the NFC option on your mobile phone to consult the amount of Bitcoins stored on your card at any time. This App also allows you to transfer Bitcoins to another Bitcoin wallet. Your card is not password protected. Keep the card carefully: no refunds, replacements or re-issues will be made in the event of loss, destruction or damage. For further information about how Bitcoin works, please visit <https://www.bitcoin.org/en/>.

## 1. General Description of the Service

Start2Coin is a simplified point-of-sale exchange service for Swiss Francs (CHF) in a virtual currency such as Bitcoin or any other virtual currency available for trade. The virtual currencies are transferred directly to your Start2Coin card.

Start2Coin is provided in exchange for payment of the fees agreed in the pricing terms available at [www.start2coin.com/en-ch/rates](http://www.start2coin.com/en-ch/rates). All displayed rates are conclusive and include all taxes. Start2Coin does not allow any payment or exchange services other than those specifically described in these Terms of Service.

As soon as you confirm your purchase of Bitcoins, we start the process of transferring Bitcoins to your Start2Coin card. You can no longer cancel the transaction. All transfers are conclusive without the possibility of a refund or exchange.

SweePay is connected to the Bitcoin blockchain without this blockchain being under its direct or indirect control. SweePay cannot guarantee that the Service will never fail but undertakes to use all commercially reasonable efforts to correct reported failures and to make the Service available as quickly as possible.

## 2. Provision of the Start2Coin Service

Subject to the Start2Coin Terms of Service and the Applicable Caps detailed in Appendix 1, which may be modified at any time without notice to meet legal and regulatory obligations imposed by the Swiss authorities, you may use Start2Coin to obtain your virtual currencies as follows:

- (i) Read the instructions for using the Service as described on the packaging of your card and these Terms of Service.
- (ii) Have the barcode printed on your card scanned at the point of sale (list of points of sale available at [www.start2coin.com/en-ch/pos](http://www.start2coin.com/en-ch/pos)).
- (iii) Indicate the amount in CHF at the point of sale to order your Bitcoins. The amount in Bitcoins will be communicated to you by the sales staff upon your request.
- (iv) After confirming the order by making the payment at the point of sale and once the transaction has been successfully processed on the blockchain, you will immediately receive your virtual currency on your Start2Coin card.

You give your irrevocable consent once payment in cash or by payment card is made at the point of sale.

**All exchange transactions are conclusive, no refund, cancellations or exchange are allowed.**

Only the specified means of payment can be used to obtain virtual currencies. You confirm that you are the holder of the bank card or payment card used, if any, at the point of sale. If the bank or payment card is not valid or cannot be accepted, the services may be suspended or cancelled automatically. SweePay cannot be held liable for the refusal of the transaction if an incomplete amount is received or if your payment service provider refuses to execute a payment transaction for the purchase of virtual currencies.

SweePay is not responsible for the information given by the customer.

If there is a transaction processing error, SweePay reserves the right to correct the error and to revise the invoice price accordingly subject to your agreement or to cancel the purchase of virtual currencies.

The virtual currencies prices are indicated in Swiss francs (all taxes included), excluding fees. The transaction fees will be deducted from the total amount of virtual currencies (see Appendix 1). All orders are payable exclusively in Swiss francs. The rates are automatically updated according to the applicable exchange rate.

The virtual currencies will be invoiced based on the rates and prices in effect when your order is entered and validated, subject to the availability of the virtual currencies on that date. The unavailability of virtual currencies cannot engage the responsibility of SweePay.

It is your responsibility to determine any taxes applicable to the transactions you perform via the Service, and it is your responsibility to declare and submit the information to the appropriate tax authority.

### 3. Risks and guarantees

You acknowledge and agree to use the Start2Coin Service at your own risk of financial loss. The risk of loss in the conversion between fiat currencies to virtual currencies and the risk of total loss over time is to be taken into account if the market disappears. You understand and accept the risks of volatility and loss. You should therefore carefully consider whether such an exchange transaction and purchase of virtual currencies is suitable for you in the light of your financial situation and resources. The volatility and unpredictability of the virtual currencies in relation to fiat currencies may result in a significant loss over a short period of time. When signing these Terms of Service, SweePay does not act as a broker, adviser or an institution authorized and controlled by the Swiss authority. Any communication provided by us or available on a website would not be considered as being in the capacity of an advisor. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, GOODS AND OTHER INFORMATION PROVIDED ON THE

WEBSITE OR ON THE INTERNET IN GENERAL. You are aware of and accept the risk of loss of value of the virtual currencies you have acquired using the Start2Coin Service. SweePay does not give any mandate to a third party to guarantee on its behalf the use of the Service or to provide any advice regarding the investment of virtual currencies.

You are fully responsible for the proper use of the virtual currencies acquired through the use of the Start2Coin Service. You are solely liable for any disputes with a third party in connection with the subsequent trading of these virtual currencies. SweePay and its partners cannot be held liable for theft, loss, misuse of the virtual currencies after delivery. Once acquired, the virtual currencies are under your full responsibility.

**Virtual currencies are not considered to be legal currency in Switzerland or a financial instrument upon acceptance of the Terms of Service. You cannot benefit from the rules on payment services or the regulations applicable to financial instruments.**

### 4. Liability

You acknowledge that there are risks associated with the use of an Internet-based trading system, including, but not limited to, failure of Start2Coin hardware, your electronic devices, service maintenance, software and Internet connections failures, and security failures including harmful third-party intrusions. You acknowledge that SweePay will not be held liable for any such failures and those related to communication, disruptions, errors, distortions, or delays that you may encounter while using the Service. SweePay cannot guarantee that the Service will never be defective or uninterrupted but will make all reasonable efforts to correct reported defects and make the Service available without interruption. SweePay shall not be held liable for any direct or

indirect damages resulting from the use or inability to use the Service, for the loss or delay in delivery of virtual currencies, for any criminal offences suffered by you and for the aforementioned failures.

SweePay shall not be held liable, or considered to have failed hereunder, for any delay or non-performance, when the cause of the delay or non-performance is related to a *force majeure* as defined in clause 5.

SweePay is not liable for the acts or omissions of another service provider, for information provided by your phone, for failure or modification of the equipment, or for causes beyond our control. We are not liable for accidents or incidents resulting from the use of the Service or by any third-party other than you. SweePay cannot be liable for direct and indirect damages resulting from the use of the Start2Coin Service such as lost profits and any consequential damages unless they are the result of a fault attributable to SweePay.

Legislative and regulatory changes may require us to suspend the Start2Coin services without notice. SweePay cannot be held liable for this type of measure imposed by the authorities.

You agree not to carry out or facilitate criminal activity such as, but not limited to, endangerment, paedophilia, counterfeiting of works protected by intellectual property rights, violation of personal data protection laws, attacks on automated data processing systems, money laundering, non-compliance with gambling, horse racing and lottery laws and the laws on regulated professions. SweePay reserves the right to suspend or block your Start2Coin card without notice and free of charge in case of suspicion or proven misconduct in accordance with the above.

## 5. Force majeure

SweePay is not liable for delay in the performance of, or failure to perform, its obligations hereunder if the delay or failure results from circumstances beyond SweePay's reasonable control, including, but not limited to, acts of government, fire, explosions, accidents, war, pandemics, armed conflict or civil unrest. SweePay makes every effort to eliminate or minimize the effect of delay resulting from such circumstances. In the event that the performance of SweePay's obligations is suspended during this period of *force majeure* SweePay is granted an extension of time for performance equal to the period of delay.

If the delay or non-fulfilment of SweePay's obligations due to *force majeure* exceeds thirty (30) days, you can terminate this agreement without delay.

## 6. Cooling-off period

You do not benefit from a cooling-off period concerning goods and services whose price depends on fluctuations in financial market rates, including the purchase of virtual currencies. Accordingly, once your order has been confirmed, you do not have the right to change your mind.

## 7. Agreement on proof and telephone recording

You acknowledge that the payment orders transmitted and recorded via the Start2Coin Service are deemed authorised and have probative value. Customers who use the Start2Coin Service via electronic means of communication (telephone, email, Internet, etc.) agree to the recording and processing of related electronic communications, transactions and associated documents for the purposes of proof of transactions and performance, compliance with all applicable laws and regulations, management of contractual relations, prevention of abuse and fraud, statistics and testing, staff training, and quality control of the Service.

## 8. Changes

These Terms of Service are subject to change to enable us of complying with future market developments and current regulations. We therefore recommend that you consult them regularly.

## 9. Personal data and professional secrecy

By purchasing, using the Start2Coin Service and/or the transmitting personal data to our customer service department, you agree that we may use your personal data in accordance with our data protection provisions. The data protection policy available at [www.start2coin.com/en-ch/data](http://www.start2coin.com/en-ch/data) describes the data processing operations carried out.

Your personal data will be collected for the following purposes: for the purposes of processing and following up on your requests made to customer service and/or the DPO and recording of telephone and electronic communications for the purpose of proof. The data storage period varies according to the purpose of the processing. All processing of your data is based on a legal basis that complies with the legislation in force, namely for the performance of the contract, compliance with a legal obligation, the performance of a task carried out in the public interest or in the exercise of official authority, to protect vital interests or because you have freely given your unequivocal consent to such processing.

You have a right to data portability and the right to access, correct and object to the use of your personal data. You can exercise your rights by writing to Customer Service, indicating your full name and Start2Coin card number. You can also write to Customer Service to request restriction of the processing or deletion of the data collected and give us your instructions on the use of your personal data after your death. You also have the right to submit a complaint to the Federal Data Protection and Information Commissioner (<https://www.edoeb.admin.ch/edoeb/en/home.html>).

SweePay is bound by professional secrecy. However, this secrecy may be lifted, in accordance with the legislation in force, by virtue of a legal, regulatory, and prudential obligation, in particular at the request of the supervisory authorities, the tax or customs administration. Notwithstanding the foregoing, you have the right to relieving SweePay from professional secrecy by informing SweePay in writing of the third parties authorized to receive confidential information concerning you. Professional secrecy is lifted by law for the benefit of companies providing important operational tasks hereunder, and to any authority or recipient designated by law.

## 10. Customer Service

Customer Service is available by email at [support@start2coin.com](mailto:support@start2coin.com).

Complaints can be made free of charge on request to Customer Service. By accepting these Terms of Service, you agree that the response to a complaint may be on a durable medium. A response will be provided within a maximum of 15 (fifteen) working days following receipt of the complaint. Nevertheless, a response may exceptionally be given within 35 (thirty-five) working days. This justified extension of time will be granted if a response cannot be given within a shorter period.

A customer who wishes to dispute an unauthorised payment transaction must contact the customer service department of his bank as soon as possible after becoming aware of the anomaly in order to obtain compensation.

## 11. Communication

The languages used during the pre-contractual and contractual relations are French, German, Italian and English.

Communications will be provided electronically, by e-mail or via the contact form available on [www.start2coin.com](http://www.start2coin.com).

## 12. Applicable law and jurisdiction

These Terms of Service are governed by and interpreted in accordance with Swiss law. In the absence of an amicable agreement, any dispute, controversy or claim arising out of or relating to these Terms of Service or your relationship with SweePay, including any non-contractual obligation, will be exclusively subject to the jurisdiction of Zug, Switzerland.



## Appendix 1

### 1. Applicable Caps

Daily Limit	1'000 CHF
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SweePay may change the limits without prior notice to meet the obligations to combat money laundering and terrorist financing.

### 2. Pricing Terms

Transaction fees	
Transaction fees included in each recharge	Transaction fees include the Start2Coin Service, Foreign exchange fees, mining and exchange platform fees. The total amount of the fees is only known at the time of the transaction.
Start2Coin reload (including transaction fees)	Between CHF 50 and CHF 500  The available values may change at any time.