# KeyCom SA general terms and conditions of use

#### Presentation

These terms of use provide a general description of the rules applicable to our services. By using our services, you agree to these terms of use.

We reserve the right to modify or update these Terms of Use at any time without notice. Changes will take effect immediately upon posting. Use of our services constitutes acceptance of these changes. We therefore recommend that you regularly consult these terms of use (on our website)

KeyCom SA, the direct representative of your building-management, implements the administration and payment system described in this document. It ensures the supply of your balance on behalf of the owner of your building. The building-management remains the supplier and beneficial owner of the revenues generated by the services covered by this document, hereinafter the « services ».

# New installation / Return of old laundry cards

In the case where the installation of our solutions replaces a pre-existing payment system, and you are in possession of a card or badge whose balance you would like to recover. We invite you to refer to your building management. Unless otherwise specifications before installation, we are in no way responsible for other systems in place previously. Requests relating to any deposits for your laundry cards should be addressed to the management or concierge of your building.

# Use of our services

You must use our services in compliance with applicable laws. Do not attempt in any way to alter the proper functioning of our services, to access information by methods outside those that we make available to you or to use our services in an improper way.

We reserve the right to suspend temporarily or indefinitely your account and all our services if you do not comply with these terms of use or applicable regulations.

Any account blocking automatically generate 5.- CHF fees. The main reasons for the blocking can be the following:

- Exceeding the user's total having's (see point 6) Non-compliance with the rules (see points 1, 3, 4, 6, 8, 9 & 10) Inactivity for more than 9 months (see point 8)
- Loss and replacement of badge

As part of the use of our services and/or to respond to a request, we may send you messages or notifications by various means, related to the operation of our

### Your user account

You must have a user account to access our services. Your user account can be created by yourself during the registration process, or by your building management. In all cases, your user account must be validated by an administrator of our services. You certify that the personal information you provide us is accurate.

The registration fee for a new user is 30.- CHF and provides a single identification method (IDM). Then, at your request, you can order an additional IDM for a complementary amount of 5.- CHF. These invoiced amounts correspond to the operational costs of KeyCom SA. The amounts will be automatically deducted from the balance of your user account.

You are entirely responsible for all activity carried out through your account and for maintaining the confidentiality of your means of connection. You agree to notify us of any fraudulent use of your user account by a third party and not to make commercial use of our services without our prior authorization. Your right to use our services is strictly personal.

# Charge your user account

You are required to charge your user account using the following secure payment methods:

- Twint
- E-banking Direct debit LSV/DD
- Preprinted QR-bills with your name

The minimum amount for a recharge must be 10.- CHF and the maximum amount 300.- CHF.

The order of QR-bills is charged 3.- CHF (stamp costs included). Please note that payments made at the post office are subject to processing fees. These costs are the responsibility of the user and amount to 2.- CHF by transaction. They will be automatically deducted from your total recharge during the registration of the transaction by KeyCom SA.

As the direct representative of the building owner, any addition of credit / income is invoiced on behalf of the latter. The building owner remains the sole beneficial owner of the income generated by the service in question. (KeyCom SA does not earn any commission on revenue generated from laundry

## Your balance

The balance of your user account represents the amount available for the use of our services. You receive no interest or income from your balance. You are not required to maintain a permanent balance, but if you wish to use our services, your balance must be of an amount that at least allows you to pay for the use. When using with an insufficient balance, the account will be blocked and additional fees of 5.- CHF will be applied.

Your balance must never exceed the maximum amount of 600.- CHF per user account. We would like to inform you that the Swiss Financial Market Supervisory Authority (FINMA) does not exercise any supervision over the activities of KeyCom SA. Therefore, the balance of your user account is not covered by the deposit guarantee.

You agree that we may exercise compensation for any amount due on your balance, in particular the deduction during credit advance and administrative costs. We reserve the right to send you a reminder invoice for the amount due, plus administrative costs in the event of non-reimbursement.

#### Moving / Cancellation and reimbursement

You can stop using our services without delay by sending us a cancellation letter by post or e-mail. We undertake to return the amount of your account balance after deducting any applicable fees. (A refund form is available on our website)

In the event of a change of name /holder or a moving, you are required to inform us as soon as possible.

#### **Dormant funds**

In case of inactivity on your user account for more than 9 months, your user account will be automatically deactivated. You must contact KeyCom SA within 12 months from the date of deactivation of the account to reactivate it. Once this period has elapsed, your account will be deleted, and the amount of your balance forfeited.

Administrative fees of CHF 20.- will be charged either for reactivating the account or for requesting late cancellation.

#### **Building rules**

You are required to respect the rules of your building. Under no circumstances may you use our services in a way that violates the rules set by your building agency.

The prices for using the service are determined and set by the building management or owner. KeyCom SA has no decision-making power over the prices applied in your building. These prices can be modified at any time by them. If necessary, they will inform you of the price changes. The communication of the prices or any modification of the latter is carried out by post, e-mail or directly near the devices allowing you to use our services. You ensure that you have read these prices, and if necessary, have contacted your responsible person directly for any price adjustment request.

# Time slots / Laundry schedule

During the installation of our services, the pre-existing schedules or time slots remain valid. If no time slot or pre-existing schedule applies in your building, you are free to use the devices at your convenience. However, at your management's request, we are likely to limit the use of our services to enforce building regulations, in particular by setting time slots for each user through a new schedule or by set up an online reservation system.

# **Modification of our services**

We may add, change, or remove features of our services at any time. You therefore accept that it is possible to terminate part or all our services, to modify your identifiers, your personal data, and your preferences, or even to delete your user account for any reason. Any modification of these terms of use may be made without prior notice.

**12.** Limitation de liability
Except if expressly stated in these Terms of Use, we cannot make any warranties regarding our Services. In the event of system failures, standard delays are to be expected. We cannot therefore give any guarantee on the duration of the intervention, whether physical, postal, or electronic.

We also disclaim all liability for misuse of our services, direct or indirect depredation that could lead to loss of profits, data or other intangible property of users. Finally, we cannot be held responsible for any costs that may arise because of unauthorized access to our services.

# Law compliance / Data protection

You assume that you have read the applicable laws and are responsible for complying with them. By the same token you undertake to respect them and to enforce them within the limits of your means.

The collection and processing of your personal data is carried out in accordance with our privacy policy.