

THE SINGLE TRANSACTION REGULATIONS
IGSON CAPITAL

List of contents:

CHAPTER I. THE INITIAL PROVISIONS AND DEFINITIONS.....	3
CHAPTER II. THE GENERAL PROVISIONS	5
CHAPTER III. THE SUBJECT AND THE SCOPE OF SERVICES	5
CHAPTER IV. HANDLING CLAIMS AND REQUESTS	7
CHAPTER V. THE PERSONAL DATA.....	9
CHAPTER VI. THE FINAL PROVISIONS	10

CHAPTER I. THE INITIAL PROVISIONS AND DEFINITIONS

§ 1.

These Regulations define the rules and terms of providing payment services by the Company within the scope of servicing the Payments that are made in an electronic manner and that form a single payment transaction, in particular the rights and obligations of the Payer.

§ 2.

The terms and phrases that are used in these Regulations as below shall mean as follows:

Acquirer – Igson Capital’s business partner, entity being a participant of BLIK which, within the framework of payment services provided, enables the execution of Transactions by transferring data pertaining to Transactions for processing within the framework of the BLIK scheme, and carrying out activities resulting in the transfer of funds in relation to the execution Transactions to the merchant or another entitled entity;

Agreement – an agreement that has been concluded by and between the Payer and Igson Capital and that applies to make Payment, in accordance with the terms and conditions set out in these Regulations. The Agreement is concluded at the moment the Payer’s approval of the Regulations;

Force Majeure – any and all extraordinary and unexpected occurring circumstances that are irrespective of the Company and the Payer and of which effects may not be avoided despite of maintaining due diligence, in particular, but not limited to: war (declared or undeclared), earthquakes, fires, floods, whirlwinds, hurricanes, riots, acts of terror, strikes, embargos, governmental actions, telecommunication network breakdowns as well as any other acts of God that may occur independently from a man’s will and have occurred after the date the Agreement has been in full force and effect or of which results have occurred after that date;

Igson Capital (the Company) – Igson Capital AG with the legal seat in Zürich at Freigutstrasse 22, 8002 Zürich, Switzerland, CHE-136.145.228, the company that via the Acquirer accepts Payments initiated by the Payer for the Partner;

Mediation Institution – an entity that is any other than Igson Capital, including the bank that holds the Payer’s bank account through the mediation of which the Payer transfers to Igson Capital the funds that come from Payments;

Partner – an entity that has concluded an agreement of providing payment services with Igson Capital and that enables the Payer to make Payments;

Payer – the Partner’s client i.e. a natural person, a legal person or an organisational entity that does not possess its legal personality that is willing to purchase products or services being offered by the Partner through making a Payment with the use of the Website Service;

Payment – a money performance of the Payer for the Partner that is made through the mediation of the Website Service that comes from an agreement that has been concluded by and between the Payer and the Partner and that is being a single payment transaction as meant in the PSD2;

Payment Order – the Payer’s statement to be made for Igson Capital that consists of an order to perform the Payment as set out in the statement.

PSD2 – Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC;

Regulations – these regulations;

Service – a service that applies to make Payments and that is performed by Igson Capital at the request of the Payer upon a basis of the provisions of these Regulations. The payment service as meant as in PSD2;

Website Service – a website service that is being an element of the Igson Capital payment platform and that enables the Payer to make a payment transaction with the use of the Payer’s payment instrument;

Website Portal – the Partner’s website service through the mediation of which the Partner is conducting his own business activities within which, through the mediation of Igson Capital, the Partner accepts the Payments for providing the services or selling the products of his;

Working Day – a day that is any other than a Saturday, Sunday or holiday within the territory of the Switzerland on which Igson Capital conducts its business activities;

CHAPTER II. THE GENERAL PROVISIONS

§ 3.

1. The Company provides payment services being a member of the Financial Services Standards Association, Self Regulatory Organisation (Verein zur Qualitätssicherung von Finanzdienstleistungen - VQF SRO) under the membership number: 100836].
2. The Company is supervised by the VQF SRO seated at General-Guisan-Strasse 6, CH-6300 Zug, Switzerland (VQF SRO).
3. The Company's clients can hold public deposits in many currencies on the accounts provided by the Company. According to the Swiss banking regulations, the Swiss Deposit Protection Scheme DOES NOT apply to client public deposits with Igson Capital AG. The client's deposit is therefore NOT protected under the Swiss Deposit Protection Scheme and Igson Capital AG is NOT supervised by FINMA. Igson Capital AG does not pay any interest on client's deposits.
4. The requirement that is necessary to use the Service is the Payer's acknowledgement and approval of the provisions of these Regulations.
5. Furthermore, it is necessary to have at least:
 - a. an access to the Internet;
 - b. a configured website browser that accepts the cookie files;
 - c. an active electronic account [your e-mail address].

CHAPTER III. THE SUBJECT AND THE SCOPE OF SERVICES

§ 4.

1. Within the frames of the Service Igson Capital allows the Payers to make Payments for Partners onto the Igson Capital Payment Platform with the use of payment methods that have been agreed with the Partner under the agreement that has been concluded.
2. Furthermore, within the frames of the Service there are no payment accounts to be held for the Payer as meant in the provisions of the PSD2.
3. Igson Capital is a party to neither any sale agreements already concluded nor any legal relationships between the Payer and the Partner and Igson Capital takes no liability either for the effectualness of theirs nor the performance of theirs.

§ 5.

1. In terms of the use the Service falls under the condition to provide the Payer's forename and surname as well as the e-mail address. Igson Capital may require the Payer to provide some other data that is necessary to perform the Service or associated with the Service.
2. In some reasonable cases Igson Capital may request the Payer to provide some additional pieces of information that are necessary to a risk assessment of the Payment. The data categories that are exempted have been set out in Art. 9 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
3. An Agreement of which the subject is the performance of the Service stipulated in the Regulations is concluded by and between the Payer and Igson Capital at the moment when:
 - a. the Payer provides the data mentioned in p.1 above and
 - b. the Payer's approval of the provisions of the Regulations.
4. The Payer's Payment Order is initiated through the mediation of the Website Service.
5. The Payment Order is deemed to be ordered at the moment the amount of the Payment has been accepted onto the Igson Capital account. In the case the Payment Order is ordered on any other day than Working Day the first consecutive Working Day is deemed to be the day the Payment Order is effectively ordered.
6. The Payer is communicated about the Payment Order status by e-mail to the e-mail address that is stipulated in p. 1 above, in a form of an electronic communication that enables to preserve the data included.
7. Igson Capital reserves the right to refuse to make a Payment in the case of:
 - a. a breach of the provisions of the Regulations;
 - b. occurring a risk/doubt that a specific Payment is fully legal;
 - c. appearing any doubts that may show that a payment is somehow connected with any criminal practice, including in particular the practice of terrorist actions or of money-laundering.
8. For a non-performance or inadequate performance of the Service Igson Capital is liable under the principles set out in the PSD2.
9. Igson Capital is particularly not liable for:
 - a. damages the Payer has incurred that are a result of a refusal to make Payments mentioned in p. 7;
 - b. damages the Payer has incurred and that result from the Force Majeure;

- c. the terms of providing the services for the Payer by the Mediation Institutions that make unable to make Payments. The rules of liability for unauthorised payment transactions that have been initiated from the Payer's account being held by the Mediation Institution sets out a relevant agreement between the Payer and the Mediation Institution.
10. The Partner may not cancel the Payment Order that has been appropriately authorised on the Website Service.
11. Igson Capital may cancel the Payment Order that regards the Payment that has not been accomplished by the Payer within the term of at least 14 days counting from the day the Payment Order has been initiated if within this term the funds that come from the Payment have not been accepted onto the Igson Capital bank account.
12. In some reasonable cases, in terms of providing the Service, Igson Capital may charge a charge. In the event of occurring such cases the Payer is communicated about it together with the amount of the charge prior placing the Payment Order.
13. In some reasonable cases, only on the Partner's request, Igson Capital may return a Payment to the Payer. In the event of occurring such circumstances Igson Capital executes such a disposal within the term of seven (7) working days counting from the day of receipt of the Partner's disposal to return a Payment.
14. By the Payer's approval of the provisions of the Regulations the Payer enables the Company to submit for settlement the Payment on behalf of the Payer.

§ 6.

1. While using the Service the Payer is obliged to comply with the provisions of the Regulations, commonly binding laws and regulations as well as the rules of the reliable and fair trade.
2. It is particularly prohibited:
 - a. the Payer to use the data of not his own;
 - b. a payment instrument to be used by a disintitiled person or a person that is not possessing the fully authorised and identified data.

CHAPTER IV. HANDLING CLAIMS AND REQUESTS

§ 7.

1. The claims that regard the execution of the Service are handled by Igson Capital.
2. The Payer's own claim may be passed to the Company:
 - ✓ electronically, writing to the e-mail address: office@igsoncapital.com;

- ✓ by phone, ringing up the phone number visible on the webpage:
<https://www.igsoncapital.com> in the tab “Contact”;
 - ✓ by letter, writing to the address of the legal seat of Igson Capital AG, 1 in Zürich at Freigutstrasse 22, 8002 Zürich, Switzerland;
 - ✓ in person, at the legal seat of Igson Capital AG, in Zürich at Freigutstrasse 22, 8002 Zürich, Switzerland.
3. The claim should include as follows:
- ✓ a Payment amount;
 - ✓ a transaction identifier;
 - ✓ a Payment date;
 - ✓ reason of the claim including the description of the occurrence;
 - ✓ forename and surname and e-mail address of the claimant – the Payer;
 - ✓ name of the bank through the mediation of which a Payment has been made;
- unless the Payer has no possession of any of those pieces of information as above.
4. In terms of handling and explaining a claim Igson Capital may request the Payer to provide any and all additional pieces of information or documents within the scope and term requested.
5. Igson Capital handles the claims without any unreasonable delay within the term that may not exceed:
- a. 15 working days as from the date of the receipt to the Company, in the case a specific claim is applicable to the Service;
 - b. 30 calendar days as from the date of its receipt to the Company, in the case a specific claim is unapplicable to a payment service, accordingly with the definition that is used in the relevant provisions of the PSD2.
6. A response to a claim that takes into account the decision and its justification is to be provided by Igson Capital:
- a. in writing or
 - b. electronically, to the e-mail address that has been indicated in the claim, on the Payer’s explicit request.
7. In particularly complicated circumstances that make unable to handle a claim and provide a response within the term set out in p. 5, Igson Capital shall communicate the Payer about such fact in the manner set out in p. 6 and inform the Payer in particular about:
- a. the reasons of delay;
 - b. the circumstances that require to be yet determined;

- c. an expected term of handling the claim and providing the response within the term that may not exceed:
 - i. 35 working days as from the date of the receipt to the Company, in the case a specific claims is applicable to a Service;
 - ii. 60 calendar days as from the date of its receipt to the Company, in the case a specific claim is unapplicable to a payment service.
8. To observe time limits as mentioned in p. 5 and p. 7 it is enough to send a response before the passage of those above, and in the case of responses that are sent in writing – to send at the post office.
9. In the case the Company does not comply with the term set out in p. 5, and in some cases the term set out in p. 7, the claims are deemed to be handled accordingly with the Payer's will.
10. In the case the Company does not accept the claims that result from the claim the Payer has a possibility has a possibility to appeal to the VQF SRO <https://www.vqf.ch/en/contact> .
11. The Company accepts a possibility to amicably resolve the dispute.
12. In terms to enable the Company to reliably handle the claim, in the case the claim is applicable to a Service or any other payment service, including, in particular, not performed, inadequately performed or unauthorised payment transactions, the Payer communicates the Company very promptly, but no later than within 13 months as from the date his payment account has been debited or as from the date the transaction has been deemed to be made. After the passage of this term, accordingly with PSD2 rules, the Payer's claims against the Company because of not performed, inadequately performed or unauthorised payment transactions shall be expired.
13. Any and all requests as well as remarks and doubts the Payer passes to Igson Capital electronically through the mediation of the relevant contact form that is available at the address: <https://www.igsoncapital.com/contact/> .

CHAPTER V. THE PERSONAL DATA

§ 8.

1. Igson Capital is the personal data administrator as meant in the Swiss Federal Act on Data Protection (FADP) of 19 June 1992 (235.1 of 1992) and in the European Union regulations regarding the personal data processing [General Data Protection Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR)].

2. Any detailed information that regard the scope of the personal data processing has been included in the communication clause “Privacy policy” that is available at the address: <https://www.igsoncapital.com/privacy-policy/> .

CHAPTER VI. THE FINAL PROVISIONS

§ 9.

1. The applicable law that regulates the legal relationships that come from the Agreement concluded by and between the Payer and Igson Capital is the Swiss law.
2. Any disputes that apply to the services being provided under these Regulations and the legal relationships that effect from performing the Service shall be settled by the competent court for the legal seat of the Company or in the case of the Payer being a consumer by the competent court for the Payer’s place of living if such entitlement comes from the commonly binding laws and regulations.
3. The Payer shall be entitled to submit a complaint at the VQF against the Igson Capital’s activities if Igson Capital breaches the relevant provisions of the binding law.
4. The Payer is entitled to withdraw from the Agreement mentioned in § 5 p. 3 without any reason and any additional costs within the term of 14 calendar days counting from the date of the conclusion of the Agreement.
5. The statement of the withdrawal from the Agreement mentioned in p. 5 the Payer shall submit at Igson Capital by sending it:
 - a. in an electronic way through the contact form that is available at the address: <https://www.igsoncapital.com/contact/> , or
 - b. to the address of the legal seat of Igson Capital AG, in Zürich at Freigutstrasse 22, 8002 Zürich, Switzerland.
6. A right to withdraw from the Agreement mentioned in p. 5 is not appendant to the Payer in the case the Service has been fully provided by Igson Capital under the Payer’s order before the passage of the term mentioned in p. 5.

§ 10.

1. These Regulations is charge-free available to the Payer prior initiating the Payment Order in the Website Portal and/or on the Website Service.
2. Igson Capital restricts the right to unilaterally amend the contents of the provisions of the Regulations.

3. New contents of the Regulations shall in full force and effect at the moment it is publicised on the Website Service and in the Website Portal.
4. The term mentioned in p. 3 does not apply to the Payments that have been made before the amendment of the contents of the Regulations where the contents of the provisions of the Regulations effectively binding at the moment a Payment has been made as well as any legal effects that come from its execution shall be applicable.
5. These Regulations in its actual wording shall be in full force and effect as from 31.10.2024.