



neon Switzerland AG – General Terms and Conditions

Valid from 12 May 2025 (published: 12 April 2025)

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.

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 plus», the product «neon global» or the product «neon metal», sections 21 to 23, for «neon plus», sections 24 to 26, for «neon global», or sections 27 to 29, 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 also allow access to and use of customer data insofar as this is necessary for the provision of neon services may apply and provided you 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 limited legal capacity;
- 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 Hypothekbank 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 Hypothekbank Lenzburg AG is available [here](#).

A transfer of residence abroad, being a subject of an additional tax jurisdiction apart from Switzerland or a loss of residence permit B or C for foreign nationals induces the immediate termination of the existing contractual relationship. If this applies to you, please notify neon by email to service@neon-free.ch (see also section 13 in particular).

There is no provision for the granting of powers of attorney (for «neon joint account» see also section 3). The services offered are to be used exclusively for private purposes.

The account also offers you access to services from third-party providers with the help of the neon app. If you use third-party services in the neon app and if data needs to be exchanged with these third parties for this purpose, all data will be transmitted in encrypted form. This concerns the services of Wise Payments, Europäische Reiseversicherung ERV, Helvetic Warranty/Helvetia Schweizerische Versicherungsgesellschaft, 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 waive the protection of Swiss bank customer confidentiality. Use of these services is optional or an integral part of «neon plus», «neon global», «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, via the website, by email, etc.). neon does not share any data with partner companies

unless you consent to your data being shared with the partner company, e.g. in the neon app or by email, on a case-by-case basis. Data processing 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. «neon duo», «Spaces», investment plans and «neon green»

When you open a neon joint account or «neon duo» in the neon app, the separate agreements and conditions, in particular the «Agreement to the solidarity principle» and the «Agreement to beneficial ownership», apply between you and Hypothekbank Lenzburg AG. For a neon joint account, you waive the protection of Swiss bank customer confidentiality to the extent of the disclosure to the other account holder. The joint account is a fee-based service provided by neon. Its use requires that each account holder has a separate contractual relationship with neon and with Hypothekbank Lenzburg AG.

From a technical perspective, if you use the feature to create «Spaces» or investment plans, a separate account will be opened with Hypothekbank Lenzburg AG.

When you choose «neon green», we will plant trees for you in collaboration with our partner. In addition, neon services and related services provided by Hypothekbank Lenzburg AG are offset by our partner myclimate. The other benefits associated with «neon green» can be found [here](#).

4. 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 DSV [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 Hypothekbank Lenzburg AG if this is essential for the proper execution of the banking transaction. Banking secrecy concerning the contractual relationship between you and Hypothekbank Lenzburg AG is maintained at all times (see also sections 2 and 3).

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 neon 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](#)).

5. 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. 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 third parties for the sake of outsourcing. All data will be treated in confidence by all data-processing parties.

6. 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.

7. 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](#).

8. 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.

9. 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 enquiries 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 neon violates the customary business care, neon 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 or SMS messages (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.

10. 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.

11. 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.

12. 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, acts of public authorities, pandemics, epidemics, fires, floods and earthquakes.

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.

13. Term 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 your contract with neon at any time; for «neon plus», «neon global» or «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 email to 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.

14. Entry into force and amendments

These GTCs enter into force immediately. neon reserves the right to make changes to them at any time. In case of any changes, you shall be notified by email containing the updated GTCs. These shall be deemed approved without objection after 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.

15. 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, 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 can find the current fee regulations [here](#).

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

16. 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 its 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.

17. 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, 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 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.

18. Saturdays treated as public holidays

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

19. 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.

20. 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 plus»

21. Fee-based card products **neon plus**

«neon plus» is an additional product of neon and is based on the neon services. For neon plus the product-specific terms and conditions in sections 21 to 23 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 neon account with Hypothekbank 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 plus requires 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).

22. Subject of contract **neon plus**

The additional product neon plus offers the use of the neon app, the neon services and, in addition and exclusively for you, specific additional services. If you opt for neon plus, you'll receive a «warranty extension» on electronic products you purchase with your neon card in addition to all neon free services. The contractual conditions of our partner, Europäische Reiseversicherung (ERV) apply; see [here](#) for GTCs.

23. Duration and termination of use for **neon plus**

The use of the neon plus services is agreed for an indefinite period. The neon plus services shall be available to you once you grant consent. The fee for the additional product neon plus 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 plus fee from your account.

You explicitly agree that neon is authorised to disclose your data so that the insurer 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 plus 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 plus 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 plus 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 plus until the expiration date.

Additional conditions for «neon global»

24. Fee-based card products **neon global**

«neon global» is an additional product of neon and is based on the neon services. For neon global the product-specific terms and conditions in sections 24 to 26 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 neon account with Hypothekbank 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 global requires 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).

25. Subject of contract **neon global**

The additional product neon global offers the use of the neon app, the neon services and, in addition and exclusively for you, specific additional services. If you opt for neon global, you will receive a range of other insurance benefits such as a shopping package, cyber package or the travel package for the additional product neon metal, in addition to all neon free services.

26. Duration and termination of use for **neon global**

The use of the neon global services is agreed for an indefinite period. The neon global services shall be available to you once you grant consent. The fee for the additional product neon global 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 global fee from your account.

You explicitly agree that neon is authorised to disclose your data so that the insurer 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 global at any time after the minimum term of 12 months, 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 global 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 global until the expiration date.

Additional conditions for «neon metal»

27. 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 27 to 29 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 neon account with Hypothekbank 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 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, this is by selecting the additional product in the app).

28. 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 [Helvetia Schweizerische Versicherungsgesellschaft AG](#) and [Helvetic Warranty GmbH](#) apply; the GTCs can be accessed [here](#).
- Various other insurance benefits such as the shopping package, cyber package or the travel package for the neon metal additional product; an overview of the partners and the respective contractual terms and conditions are set out [here](#).
- You also benefit from particularly attractive fees for neon services (e.g. for international transfers with WISE) compared to «neon-free» services. This price difference will be paid out to you promptly and within two weeks at the latest.

These further services of the neon metal additional product are set out [here](#).

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

The customer may cancel the subscription of the additional product neon metal at any time after the minimum term of 12 months, 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.

Links in document

- Accepted ID documents: <https://go.online-ident.ch/neon/documents>
- General terms and conditions: <https://www.neon-free.ch/en/rechtliches/legal>
- Privacy policy (PDF): https://static-assets.neon-free.ch/legal/neon/neon_app_privacy_policy_en.pdf
- Prices: https://static-assets.neon-free.ch/legal/Prices/neon_services_and_prices_EN.pdf
- Distribution compensation: <https://www.neon-free.ch/en/blog/about-neon/neon-and-money-our-philosophy/>

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](#)

Specifically also for neon green

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