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## Definitions

**“Acceptance Terms”:** These Terms and Conditions for Accepting American Express Cards.

**“American Express Card” or “Card” or “Cards”:** Card issued under license from the American Express Group or other supported payment methods for processing cashless payments.

**“Authorization”:** Confirmation from Swisscard that a Card is valid and is not blocked, and that no limit is being exceeded (see clause 6). Authorization does not confer any entitlement on the Contractual Partner to reimbursement.

**“Card Data”:** Card number, expiry date, CID, information from the Card chip and magnetic strip and the Cardholder’s PIN.

**“Card Identification Number” or “CID”:** Three or four-digit number printed on the Card (on the front or back) that can be used as an additional security feature.

**“Card Issuer”:** Swiss or foreign licensed issuer and distributor of American Express Cards.

**“Card Not Present Transaction”:** Transactions in which the Cardholder and Card are not present at the Contractual Partner’s premises.

**“Card Present Transactions”:** Transactions for which the Cardholder and the Card are physically present at the Contractual Partner’s premises. All other Transactions will be Card Not Present Transactions.

**“Cardholder”:** Owner or user of a Card (whose name may be printed or otherwise specified on the front of the Card but does not need to be specified).

**“CDCVM”:** Customer Device Cardholder Verification Method, may replace Authorization by Cardholder signature or PIN in eWallet Transactions.

**“Charge”:** A payment made for a Service by the Contractual Partner using the Card.

**“Chip Card”:** A Card that features a chip on which information relevant to payment processing is or will be stored.

**“Contactless Technology”:** Technology that enables the contactless transfer of Transaction details in Card Present Transactions using Chip Cards or Mobile Devices at a Terminal.

**“Contractual Partner Number”:** Number issued by Swisscard to identify the Contractual Partner and the point of sale.

**“Contractual Partner”:** Company with whom Swisscard has entered into a contractual relationship in accordance with these General Terms and Conditions, including its branches, subsidiaries, and other points of acceptance.

**“Credit”:** Full or partial reversal of a Charge (e.g. due to exercising of warranty rights or right to return).

**“Digital Card Number”:** also known as the “Alias” or “Token”, is a reference number used instead of the Card number to increase the security of Transactions and prevent access to the real Card number by third parties. A Digital Card Number is frequently used in Card Not Present Transactions and when using eWallets.

**“Digital Order”:** An order placed via a website, the internet or by means of some other electronic transfer (e.g. in-app purchases).

**“Disputed Charge”:** A Charge (or part of a Charge) contested by the Cardholder or in relation to which the Cardholder has notified Swisscard or the Contractual Partner about disputes or complaints.

**“EMV”:** Specification for Cards with a processor chip and for the associated chip readers (Hardware Terminals).

**“eWallet”:** An application stored on a Mobile Device which includes a payment function supported by Swisscard or American Express (e.g. electronically stored Card).

**“Gross Transaction Amount”:** Total Charge or Credit amount, including all taxes, fees, and tips etc.

**“Imprinter”:** Device for manually recording Card information with carbon paper for embossed Cards.

**“Mobile Device”:** An electronic mobile end device (e.g. cellphone, smartphone, tablet, computer or other device) that has the ability to make a payment via an eWallet.

**“Payment Service Provider”:** Third party engaged by the Contractual Partner to process the Transaction.

**“PCI DSS”:** (Abbreviation for Payment Card Industry Data Security Standards): Security standards for the payment card industry set by the Payment Card Industry Security Standards Council. For more information, see [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org).

**“PIN”** (Abbreviation for Personal Identification Number): A secret number used by the Cardholder to authenticate himself or herself as the legitimate owner of a Card.

**“POS Data Code”:** A code generated by the Terminal that Swisscard uses to identify the Transaction type (e.g. internet, mail order, Recurring Billing Charge) or the Terminal type (e.g. Self-Service Terminal, clause 4.11) and which must be supplied by the Contractual Partner as part of the electronic Authorization request and submission.

**“Receipt”:** Written or electronically issued information relating to a Transaction. Receipts can be generated by Terminals or using an Imprinter.

**“Merchant Receipt”:** A copy of the Receipt that is retained by the Contractual Partner and, depending on the Transaction, may include the Cardholder’s signature.

**“Customer Receipt”:** A copy of the Receipt that is handed or sent electronically to the Cardholder.

**“Recurring Billing Charges”:** Recurring charges with the same Contractual Partner with the same or different amounts at fixed or un-fixed points in time.

**“SafeKey”:** American Express Security Programme to reduce fraudulent Digital Orders using industry standard 3-D Secure specifications.

**“Security Program”:** SafeKey program, or equivalent program accepted by Swisscard, which enables Cardholder authentication in the case of Digital Orders.

**“Self-Service Terminal” or “Customer Activated Terminals” or “CATs”:** Unattended Terminal (e.g. Terminal for paying at a fuel pump or at a vending machine).

**“Service” or “Services”:** Goods and services offered by the Contractual Partner.

**“Signature on File (S.O.F.)”:** Card acceptance based on a signature previously provided.

**“Swisscard”:** Swisscard AECS GmbH, PO Box 227, 8810 Horgen, Switzerland

**“Terminal”** (Hardware or Virtual Terminal).

**“Hardware Terminal”:** Stationary or mobile device for accepting cards and processing Transactions. These include Terminals incorporated into till systems and fuel terminals, etc. Hardware Terminals also includes mPOS Terminals. These are mobile Card readers which can be used to process the Transaction via a Mobile Device (e.g. smartphone) and an app.

**“Virtual Terminal”:** Applications to accept Cards and process Transactions in Card Not Present Transactions.

**“Transaction Data”:** Data (including Card Data) that is processed as part of the processing of a Transaction.

**“Transaction”:** A Charge or Credit made manually or electronically using the Card.

## I. General Provisions

These Acceptance Terms will apply to the Contractual Partner's participation in the American Express Card system.

Section I "General Provisions" governs cases where the Cardholder and the Card are present at the Contractual Partner's premises (Card Present Transactions).

Section II "Special Provisions" contains specific rules for certain sectors. These rules apply in addition to the General Provisions in Section I.

Section III "Supplementary Provisions for Card Not Present Transactions" apply in addition to the General Provisions in Section I and the Special Provisions in Section II to cases where the Cardholder and Card are not present at the Contractual Partner's premises.

### 1 Card Acceptance

- 1.1 The Contractual Partner is entitled and obliged to accept Cards in accordance with these Acceptance Terms as a payment method for all Services offered by it. If a Cardholder enquires with the Contractual Partner about possible payment methods, the Contractual Partner will specify that it accepts American Express Cards.
- 1.2 If a Cardholder wishes to pay by Card, the Contractual Partner will treat the Cardholder in a professional and courteous manner and indicate that the Card is a welcome payment method. The Contractual Partner will not charge any supplement for payment using the Card.

### 2 Acceptance Exclusions

- 2.1 In the following scenarios, the Contractual Partner is neither obliged nor authorized to accept the Card as payment:
  - a) for cash payments, to load other payment methods (e.g. prepaid cards) or to grant loans by debiting the Card. Charges of this nature are only permitted with the additional written agreement of Swisscard;
  - b) when the transaction did not take place within the course of the Contractual Partner's business but within that of a third party (ban on sub-acquiring) or if the transaction does not relate to goods or services provided for its own account, or does not fall within the business purpose specified by the Contractual Partner in the contract with Swisscard;
  - c) where the Services are not offered by the Contractual Partner but by a third party. Excluded from this are travel agencies or booking platforms that accept payments for Service providers in the travel industry (e.g. tour operators, airlines, rail companies and hotels) and where there is a corresponding agreement between the travel agency or the booking platform and the third party;
  - d) where, due to the circumstances, the Contractual Partner has, or ought to have, doubts upon presentation of the Card, that the person is authorized to use the Card, e.g. if they announce that there may be problems with the Card as soon as the Card is presented;
  - e) if the Card is in the Contractual Partner's name, or that of a person or company closely related to him or her, for purchases within the Contractual Partner's business;
  - f) where there is an illegal or wrongful Transaction, particularly if the goods or services to be purchased may not be sold or provided legally, or where it is suspected that the purchase of goods or services is for an illegal purpose;
  - g) where the Transaction requires an official permit that the Contractual Partner does not have;
  - h) where there is a considerable disparity between the value of the Service provided and the Transaction amount;
  - i) if the Card is damaged. In this case, the Contractual Partner must notify Swisscard by phone immediately;
  - j) for the following Transactions:

- (i) the organization of games of chance, lotteries or similar events (with the exception of state-approved lotteries);
- (ii) payment for sexual services, prostitution, escort services and adult site purchases (pornography etc.);
- (iii) door to door sales;
- (iv) payment of claims for compensation, contractual penalties, fines or financial penalties, except where the Contractual Partner is a public authority or body (specific provisions regarding vehicle rental are excepted, see clause 24.1 et seq.);
- (v) payment of outstanding bills for which the Cardholder is in arrears (e.g. debt collection measures);
- (vi) any other Transactions as notified by Swisscard.

- 2.2 Splitting the Transaction amount across multiple Charges is not permitted (ban on splitting).

### 3 Contractual Partner - Cardholder Legal Relationship

- 3.1 The Contractual Partner must settle any concerns and objections arising from Transactions with Cardholders, in particular claims and complaints, with the Cardholder directly. The rules regarding Credits (clause 8) and Disputed Charges and chargebacks (clause 11) remain reserved.
- 3.2 The Contractual Partner however undertakes to take legal action against the Cardholder only where it has no entitlement to reimbursement from Swisscard.

### 4 Principle: Electronic Payment

- 4.1 Only Hardware Terminals and Virtual Terminals that are certified in accordance with the latest PCI DSS and specifications of the American Express Licensors may be used to accept the Cards. A current EMV certification is also required for Hardware Terminals. The Contractual Partner is responsible for ensuring that the Terminal is used and configured correctly. Thus, for example, a Terminal that is only configured for Card Present Transactions may not be used for other types of Transactions (e.g. phone orders).
- 4.2 The Contractual Partner is responsible for purchasing, installing, operating and maintaining the Terminals as well as any adaptations that may be necessary to comply with Swisscard specific requirements.
- 4.3 Through reasonable and appropriate measures the Contractual Partner will ensure that Card Data cannot be revealed or otherwise used without authorization within the sphere of its influence, and that no manipulation of data input, in particular no misuse of the Terminal, is possible by its employees or any third parties. The Contractual Partner will train its staff in the correct use of the Terminals and will take measures to prevent misuse and fraud.
- 4.4 The Contractual Partner is entitled to commission PCI DSS certified payment service providers approved by Swisscard (see [www.americanexpress.ch/patneronline](http://www.americanexpress.ch/patneronline)) to process Transactions. Any costs associated therewith will be borne by the Contractual Partner.
- 4.5 Unless otherwise agreed with Swisscard, Transactions are to be processed in CHF and submitted and authorized electronically. In Card Present Transactions, the Card must be physically present and the Contractual Partner must adhere to the procedure set out in clauses 4.7 to 4.11.
- 4.6 The Card Data must be read by the Terminal. The Contractual Partner must follow all instructions on the Terminal.
- 4.7 Chip Cards: Upon the relevant instruction on the Terminal, the
  - a) Cardholder must enter his or her PIN code for a chip and PIN Transaction. If a Cardholder does not know (or has forgotten) their PIN, or if the system does not permit further PIN entries, the Card may not be accepted (neither in accordance with the fallback procedure in clause 4.10 nor as manual payment in accordance with clause 5);

- b) in the case of a chip without PIN Transaction, the Contractual Partner must have the Receipt generated by the Terminal showing the Gross Transaction Amount signed by the Cardholder personally. In this scenario, the other guidelines set out in clause 4.9 must also be followed.
- 4.8 Contactless function: In the case of a Transaction with a Chip Card or Mobile Device using the contactless function, the Transaction details will be recorded using a contactless Card reader. If the Terminal shows that the Cardholder needs to enter his or her PIN for the Transaction, the Contractual Partner must comply with the conditions listed in clause 4.7.
- 4.9 Cards without a chip: In the case of a Transaction using a Card without a chip, or if the chip cannot be read (e.g. in the case of a Terminal malfunction), the Card's magnetic strip must be read. In this scenario, the Contractual Partner must ensure that the Receipt generated by the Terminal showing the Gross Transaction Amount is signed by the Cardholder personally. If the Terminal has electronic signature capture capability, the Contractual Partner must have the Cardholder sign on the Terminal display. The Contractual Partner must also:
- compare the last four digits of the Card number with the last four digits on the Transaction Receipt;
  - ensure that the name printed on the Transaction Receipt (if present) matches the name on the front of the Card;
  - check that the signature on the Transaction Receipt, or on the display, matches the signature on the Card. If in doubt, the Contractual Partner must check the Cardholder's identity (last name and first name, photo and signature) using an official identity document against the information on the Card. The same applies if the Card is not signed. In this case the Contractual Partner must also ask the Cardholder to sign the Card straight away.
- 4.10 Fallback procedure: In the case that not even the Card's magnetic strip can be read, the Contractual Partner may enter the Card number and expiry date into the Terminal manually. The Contractual Partner must have the Receipt generated by the Terminal showing the Gross Transaction Amount signed by the Cardholder personally, and undertake the verification process as per 4.9 a) - c) . The Contractual Partner acknowledges that Transactions performed using the fallback procedure carry an increased risk of chargebacks by Swisscard in accordance with clause 11.2 a) .  
As an alternative to the fallback procedure, manual payment using an Imprinter in accordance with clause 5 is also possible providing the corresponding conditions are met.
- 4.11 Self-Service Terminals: For Transactions performed at Self-Service Terminals, all provisions of these Acceptance Terms must be complied with, in particular the terms set out in clause 4.7 a). Only the need for the Cardholder to present the Card to the Contractual Partner in person is omitted.  
The Contractual Partner must ensure that all of the Authorization requirements set out in clause 6 are complied with and that the Authorization request, and the Transaction, are given the corresponding POS Data Code.  
If, in the case of a Self-Service Terminal, it is not possible to enter the PIN, and if the Contractual Partner still accepts the Card, Swisscard has a right of chargeback for Disputed Transactions (see clause 11.2 e).

## 5 Exception: Manual Payment

- 5.1 Manual payment using an Imprinter is only permitted by corresponding agreement with Swisscard.
- 5.2 The Contractual Partner may only process cards manually if:
- the Card is embossed,
  - the Card is still valid, and
  - the CID is printed on the card.

- 5.3 The Contractual Partner must use an original American Express Receipt of Charge. This must be legibly marked with the following information:
- printed using an Imprinter: Card number, expiry date, Cardholder's name, name and address of Contractual Partner, Contractual Partner number;
  - entered by hand: Gross Transaction Amount, date, Authorization code issued by Swisscard (see clause 6.3).
- This American Express Receipt of Charge must be signed by the Cardholder. The Contractual Partner must carry out the checks set out in clauses 4.9 a) - c) above.
- 5.4 In case the electronic payment system fails and where the Contractual Partner does not have an Imprinter, it may process Transactions manually in writing. Again in such cases, the American Express Receipt of Charge should be used, on which all the information specified in clause 5.3 must be entered in writing.
- 5.5 The Contractual Partner acknowledges that Transactions performed in accordance with clause 5.4 carry an increased risk of chargebacks by Swisscard pursuant to clause 11.2 a).

## 6 Charge Authorizations

- 6.1 Prior to each Charge, the Contractual Partner must obtain an Authorization from Swisscard. Each Authorization request must include the Gross Transaction Amount.
- 6.2 If the Contractual Partner has a Terminal, it must obtain the Authorization electronically.
- 6.3 If the Contractual Partner does not have a Terminal, if there is no connection between the Terminal and Swisscard, or if the Terminal is unable to read the chip or the magnetic strip, the Contractual Partner must call Swisscard to obtain an Authorization (by phone).
- 6.4 The Contractual Partner acknowledges that the Authorization procedure can only check if the Card has been blocked or if a limit has been exceeded. An approved authorization therefore does not constitute any promise of payment and is not confirmation that the person conducting the Transaction is the Cardholder.
- 6.5 Obtaining an Authorization does not discharge the Contractual Partner from its obligation to comply with all other provisions of these Acceptance Terms. Failure to do so will result in a right of chargeback for Swisscard even if an Authorization code has been granted.
- 6.6 If the Charge is authorized, Swisscard will provide the Contractual Partner with an Authorization code.
- 6.7 In the case of Authorization granted over the phone, the Contractual Partner must note the Authorization code on the Receipt.
- 6.8 Pursuant to a separate written agreement with Swisscard, the requirement to obtain an Authorization may be waived up to an agreed maximum amount (Authorization Limit). Swisscard reserves the right to change the Authorization Limit at any time. The Contractual Partner may not disclose any agreed Authorization Limit to Cardholders or other third parties.

## 7 Receipt

- 7.1 For every Transaction performed using the Card, the Contractual Partner must issue a legible Receipt.
- 7.2 All electronically generated Receipts must show the following information:
- Masked Card number or Digital Card Number,
  - Transaction date,
  - Gross Transaction Amount,
  - Authorization code,
  - Name and address of Contractual Partner,
  - Terminal ID or Contractual Partner number,

- g) Signature of Cardholder if required in accordance with these Acceptance Terms,
  - h) All other information that may be required by Swisscard.
- 7.3 The Card number or Digital Card Number must be masked on the Receipts in accordance with the PCI DSS guidelines (see clause 13). The Card Identification Number (CID) may not be printed.
- 7.4 The information on the Receipts may not be modified.
- 7.5 The Contractual Partner must provide the Cardholder with a Customer Receipt.
- 7.6 In the case of a Receipt with an original signature, the Contractual Partner must retain the Merchant Receipt, day-end closing balances and other documents or information relating to the Service provided (e.g. detailed and/or consumption receipts, etc.) in a secure location for the legally required period, but for a minimum of 18 months from the Transaction date. The Contractual Partner will provide Swisscard, upon the latter's first request, with photocopies of the Receipts and other documents listed in this clause 7.6 immediately but within ten (10) calendar days at the latest.
- 8 Credit**
- 8.1 In the absence of any agreement to the contrary with Swisscard, a Credit may only be effected based on a previously processed Charge and may not exceed the amount thereof.
- 8.2 A refund in cash or any form other than that set out below is not permitted.
- 8.3 Where the refund takes place after the Charge has been submitted, the Contractual Partner must issue a Credit to the same Card. In the case of electronic payment, a Credit should be initiated and a Credit advice printed. In the case of manual payment, the Credit receipt provided by Swisscard for this purpose must be used. Credits are to be submitted to Swisscard within ten (10) calendar days from the Transaction date.
- 8.4 In the case of a Credit, Swisscard will be entitled to offset the previously paid sum or to demand reimbursement of the same. Any reimbursement demanded by Swisscard must be done within ten (10) calendar days.
- 8.5 With the exception of the Authorization code, each Receipt should show all of the information specified in clause 7.2.
- 8.6 In the case of manual payment, the procedure for accepting Credits should be agreed with Swisscard.
- 9 Submission**
- 9.1 Transactions are to be submitted to Swisscard within ten (10) calendar days from the Transaction date. In the case of late submission, Swisscard reserves the right not to reimburse the Transaction or to reverse a reimbursement already performed, e.g. in the case of a Disputed Charge.
- 9.2 All Transactions are to be submitted under the Contractual Partner's number allocated by Swisscard for the business segment in question.
- 9.3 Transactions may only be submitted if the Gross Transaction Amount has been authorized by the Cardholder (e.g. through PIN entry or by signature).
- 9.4 In the case of manual payment, the Contractual Partner will use the envelopes provided by Swisscard to post the American Express Summary of Charges form, complete with legally valid signature together with the designated copies of the Receipts of Charge to Swisscard.
- 10 Reimbursement**
- 10.1 Swisscard will reimburse the Contractual Partner for Charges less the agreed commission, any Credits submitted and any other amounts owed by the Contractual Partner to Swisscard. Unless otherwise agreed with Swisscard, reimbursement will be in CHF.
- 10.2 Swisscard is entitled to withhold reimbursements until such time as suspicions of fraud are clarified and/or the authenticity of a Transaction is verified.
- 10.3 In the event of a breach of these Acceptance Terms by the Contractual Partner, the Transaction(s) infringing the contractual terms will be invalid and the Contractual Partner will not be entitled to reimbursement from Swisscard nor to any other obligations on the part of Swisscard. Swisscard is entitled to refuse or reclaim payment of a reimbursement. If Swisscard does still pay the Contractual Partner a reimbursement for such Transactions, this will be provisional only and will not constitute any justification or acknowledgment of an obligation to pay. It will be subject to a chargeback in accordance with clause 11.
- 10.4 Swisscard will notify the Contractual Partner of the sums involved in a payment advice pursuant to clause 10.1. Such advices will be sent to the Contractual Partner at the agreed frequency (monthly or more frequently) and in the agreed format (by post, electronically or via online access). Pursuant to clause 10.1, notice of the amounts may be given in pooled or aggregated form. Swisscard is entitled to charge fees for such payment advices.
- 10.5 The Contractual Partner is obliged to verify the accuracy and completeness of the payment advices. Said advices will be deemed approved if the Contractual Partner does not submit any objections to Swisscard in writing (by post or email) within 30 days from the payment advice date.
- 10.6 The Contractual Partner may waive the option of payment advices pursuant to clause 10.4. In this scenario, receipt of the payment in the Contractual Partner's bank account will be deemed notice by Swisscard and the start of the verification requirement and deadline for objections referred to in clause 10.5.
- 10.7 If Swisscard has made payments to the Contractual Partner that were not owed under these Acceptance Terms, Swisscard may:
- a) offset the overpaid amount against future reimbursements to be paid to the Contractual Partner,
  - b) invoice the Contractual Partner for the overpaid amount, in which case said invoice amount will be payable immediately.
- 10.8 The Contractual Partner will notify Swisscard immediately in the case of an overpayment/payment error.
- 10.9 Reimbursements will be effected by means of a transfer to the bank account specified by the Contractual Partner.
- 11 Disputed Charges and Chargebacks**
- 11.1 The Contractual Partner undertakes to answer inquiries from Swisscard regarding Disputed Charges. This includes providing the requested Receipts as quickly as possible but at the latest within fourteen (14) calendar days from the date of the inquiry, in writing or in any other form acceptable to Swisscard, so that Swisscard is in a position to settle the Cardholder's complaint. An unsatisfactory or delayed response to inquiries will entitle Swisscard to refuse reimbursement or to perform a chargeback of the disputed amount.
- 11.2 Thereafter, Swisscard will have a right of chargeback where
- a) the Cardholder disputes a Charge and the Contractual Partner is unable to prove the presence of the Card in Card Present Transactions, and/or
  - b) the Cardholder refuses to pay a Charge to the issuer, e.g. because pursuant to the applicable legal provisions or the Contractual Partner's applicable terms of business,
    - (i) the order/purchase was canceled,
    - (ii) the goods supplied were defective or not as ordered,
    - (iii) the goods supplied have been returned,
 and/or
  - c) the Cardholder disputes a Card Not Present Transaction for the purchase or receipt of goods or services and/or
  - d) the Cardholder or Card issuer refuses to pay a Charge and the Charge has been processed as a Card Not Present Transaction without complying with the specifications of a Se-

curity Program pursuant to clause 26.1 et seq., e.g. SafeKey, and/or

- e) the Cardholder is disputing a Transaction at a Self-Service Terminal where PIN entry is not possible, and/or
- f) the Contractual Partner has breached its obligations under these Acceptance Terms, in particular by
  - (i) accepting a Card contrary to the provisions set out in clause 2, and/or
  - (ii) not complying fully with the requirements for Card acceptance in accordance with clauses 4, 5 and/or paragraph III of clause 25, and/or for Authorization pursuant to clause 6.

This list is not exhaustive.

- 11.3 Swisscard will be entitled to offset chargebacks against outstanding reimbursements or to demand a refund. The Contractual Partner will be obliged to provide the demanded refund within ten (10) calendar days.
- 11.4 Swisscard will pass any amounts to the Contractual Partner that were previously charged back but later reimbursed by the Card issuer as part of the Disputed Charges procedure or arbitration proceedings.

## 12 Marketing and Promotion

- 12.1 The Contractual Partner shall display promotional stickers (decals) and any other promotional materials provided by Swisscard in an easily visible place to indicate acceptance of the Card. Where promotional stickers and promotional materials for other payment methods are present, the Swisscard materials must be placed in a location that is equally visible and must be of at least the same size. In the case of changes to the materials provided by Swisscard, the Contractual Partner undertakes to implement such changes immediately.
- 12.2 The requirements under the foregoing clause 12.1 also apply to promotion via electronic media, e.g. the internet.
- 12.3 Only company names, logos and graphic trademarks, etc. approved by Swisscard may be used.
- 12.4 All promotional materials will remain the property of Swisscard or American Express.
- 12.5 The Contractual Partner undertakes to only use Swisscard's and/or American Express's company names, logos and graphic trademarks, etc. in its marketing materials with Swisscard's prior written consent and in accordance with the latter's specifications. In the case of changes, the Contractual Partner must modify its marketing materials accordingly. Swisscard will be entitled to revoke its consent at any time. In this scenario, the Contractual Partner will be obliged to destroy the marketing materials at its own expense.
- 12.6 The Contractual Partner will refrain from doing anything which might damage the reputation of the American Express or Swisscard brands or endanger the American Express or Swisscard brands.
- 12.7 Swisscard will be entitled to specify the Contractual Partner's name or company name, address (incl. website) and logo, along with the individual acceptance points, in Contractual Partner directories and in any communication regarding the acceptance of cards by Contractual Partners.

## 13 Data Protection and PCI DSS

- 13.1 The Contractual Partner will be responsible for ensuring the security and confidentiality of the Card and Transaction Data, and will remain so even where engaged third parties are involved.
- 13.2 The Contractual Partner undertakes to comply with the applicable data protection legislation and to adequately cooperate with Swisscard in compliance with the obligations under data protection law.
- 13.3 The Contractual Partner will be obliged to comply with the latest version of the PCI DSS (which can be viewed at [www.](http://www.pcisecuritystandards.org)

[pcisecuritystandards.org](http://www.pcisecuritystandards.org)) and the "Swisscard PCI DSS & Security Requirements Policy for Contractual Partners" as stipulated by Swisscard (these can be viewed at [www.americanexpress.ch/partneronline](http://www.americanexpress.ch/partneronline) or are available from Swisscard on request)

- 13.4 The Contractual Partner will ensure that the Card details are not disclosed to unauthorized third parties.
- 13.5 The Contractual Partner may not ask the Cardholder to send Card Data unencrypted and may not transmit the same itself in unencrypted form.
- 13.6 Photocopying the Card is not permitted.
- 13.7 The Contractual Partner will be obliged to enforce compliance with the applicable data protection legislation, PCI DSS and "Swisscard PCI DSS & Security Requirements Policy for Contractual Partners" by its employees and other vicarious agents, and to regularly check their compliance with the same.
- 13.8 The Card and Transaction Data may not be used, stored or disclosed by the Contractual Partner and engaged third parties for any purpose other than that stipulated within these Acceptance Terms.
- 13.9 Among other things, the Contractual Partner will be obliged to document compliance with the PCI DSS and to provide Swisscard with said documentation (for further information see the "Instructions on Compliance with the PCI DSS Security Requirements for Contractual Partners"). If the Contractual Partner is unable to demonstrate compliance with the PCI DSS, Swisscard will be entitled to charge the Contractual Partner for the Licensor's (American Express Company) contractual penalties. Any other claims by Swisscard pursuant to clause 16 remain hereby reserved.
- 13.10 The Contractual Partner will be obliged to notify Swisscard by phone immediately, but within twenty-four (24) hours at the latest, if it discovers or suspects unauthorized access to Card Data ("Data Breach"). In this scenario, the Contractual Partner hereby expressly authorizes Swisscard to commission a certified audit company to draft a PCI audit report. As part of this, the circumstances of the Data Breach will be investigated and checks will be carried out to determine whether or not the PCI DSS were complied with by the Contractual Partner. In such cases, the Contractual Partner will cooperate with the audit company fully and will completely eliminate any security defects found, within the deadline set by Swisscard. Where the audit report finds that the Contractual Partner did not comply with the requirements of the PCI DSS, the costs of drafting the report and of rectifying the defect, along with any compensation, will be borne by the Contractual Partner.
- 13.11 In accordance with the prevailing legislation, Swisscard will be entitled to notify the Cardholder, Card issuer, other parties involved in the American Express network, and the public about any Data Breach in order to minimize the risks of fraud and damage and to ensure the operation of the American Express network.

## 14 Data Processing by Swisscard

- 14.1 Swisscard will be entitled to obtain information (e.g. regarding address, creditworthiness) from public bodies, the post office, the Contractual Partner's bank and credit agencies (e.g. the Central Office for Credit Information (ZEK)) in order to verify the Contractual Partner's application and manage the contractual relationship. The Contractual Partner hereby authorizes the aforementioned public bodies and persons to release the corresponding information to Swisscard.
- 14.2 Swisscard will also be entitled to exchange information about the Contractual Partner with companies belonging to the American Express and/or UBS Group in order to comply with supervisory provisions and conditions, national or international sanctions, or other binding provisions and conditions or internal compliance regulations.

- 14.3 During the course of managing the contractual relationship, Swisscard will receive information about the Contractual Partner (master data, e.g. name, address, bank details, contact information for the Contractual Partner's employees) and about the Transactions processed (e.g. Card number, expiry date, Transaction amount and date and the Contractual Partner's Services).
- 14.4 Swisscard will process the Contractual Partner's information in order to manage the contractual relationship (incl. Transaction processing, combating fraud and risk management and the management of any loyalty schemes) and will forward the same to American Express companies worldwide in order to prepare for and manage participation in the American Express Card system.
- 14.5 Swisscard will process information about the Contractual Partner for marketing purposes and for market research, in particular for the development and distribution of products and services associated with the use of the Card or with secondary/additional Card benefits or other offers (including from third parties) and for targeted communication with Cardholders.
- 14.6 The Contractual Partner hereby agrees that Swisscard or American Express companies will offer it additional products or services (including from third parties) in writing, by phone or electronically (e.g. by email). Otherwise, the Contractual Partner will notify Swisscard in writing that it does not wish to receive such offers.
- 14.7 Swisscard will be entitled to anonymize Transaction Data for statistical purposes, and to process anonymized data further.
- 14.8 Swisscard will be entitled to commission third parties, in Switzerland or abroad, (i) to manage individual or all services under the contractual relationship (e.g. application review, contract management, communication with the Contractual Partner), to perform tests, and (ii) to send offers and information in accordance with clause 14.6. The Contractual Partner authorizes Swisscard to forward to such third parties, including those abroad, the data necessary for diligently performing the assigned tasks. The Contractual Partner acknowledges and agrees that under certain circumstances, the data transmitted abroad may not benefit from the same level of protection as under Swiss law.
- 14.9 Further information about data processing by Swisscard is available on the Swisscard website ([www.americanexpress.ch](http://www.americanexpress.ch)).

## **15 Contractual Partner's Duty to Exercise Due Diligence and Provide Information**

- 15.1 If the Contractual Partner becomes aware of a misuse of Card Data within its company, or suspects the same, or notices an excessively high proportion of Authorization request refusals within its organization, it must notify Swisscard immediately.
- 15.2 Swisscard will be entitled, at any time, to issue the Contractual Partner with instructions on preventing Card misuse and fraud. Instructions of this nature will enter into force immediately and must be complied with by the Contractual Partner fully.
- 15.3 The Contractual Partner will inform Swisscard immediately, in writing with a legally valid signature or in some other way that is acceptable to Swisscard, about any changes to the data specified by it in the contract, in particular
- changes to the legal form of the company;
  - changes to the company address, address for service or bank details. Notices sent by Swisscard to the last known address for service will be deemed to have been validly served;
  - any sale or lease of the company or other change to the Contractual Partner's ownership or control;
  - changes to the nature of the range of products and services offered by the Contractual Partner, or other changes which may result in a change of Contractual Partner number;
  - the opening of a new branch in Switzerland or Liechtenstein;
- where it intends accept Card not present Transactions;
  - changes relating to payment service providers;
  - the filing of a petition to open insolvency proceedings;
  - the decommissioning or replacement of Terminals or the use of different device types.
- Similarly, the Contractual Partner will notify Swisscard immediately about any Charges submitted on time that have not been reimbursed within a reasonable period following their submission.
- 15.4 The Contractual Partner will provide Swisscard with an address list of all branches where the card is accepted and will notify Swisscard of any changes or additions thereto immediately.
- 15.5 Terminals may not be passed on or taken over without Swisscard's agreement.

## **16 Liability and Limitation of Liability**

- 16.1 The Contractual Partner will be liable for damage incurred by Swisscard as a result of any breach of these Acceptance Terms by the Contractual Partner. In particular, Swisscard will be entitled to pass on to the Contractual Partner any third party claims for damages and any penalties or handling fees incurred by the American Express Group (e.g. on account of a breach of the PCI DSS pursuant to clause 13). The Contractual Partner will be responsible for the actions and omissions of its vicarious agents and any third parties engaged as if they were its own.
- 16.2 Swisscard will be liable in the case of willful acts or gross negligence and otherwise hereby excludes any liability insofar as legally permitted to do so. In particular, Swisscard will not be liable for any failure of telecommunications and data processing facilities (e.g. Terminals), for any loss of data or data disturbances, for poor connection to the data center, incorrect functioning of any systems, and for any damage caused by faults or service interruptions, regardless of whether or not such faults or irregularities are attributable to software, hardware, human error or other causes.

## **17 Contract Term, Termination**

- 17.1 The contractual relationship will be deemed to be legally valid once the application is submitted by the Contractual Partner as the applicant, with a legally valid signature (or in some other form accepted by Swisscard) and has been accepted by Swisscard. This acceptance will take place by the Contractual Partner's account being opened in the American Express system. The Contractual Partner hereby forgoes a countersigned copy of the application form.
- 17.2 The contractual relationship remains valid for an indefinite period and may be terminated by both parties at the end of each month giving thirty (30) calendar days' notice by registered letter without stating any reasons. These Acceptance Terms will continue to apply without limitation until expiry of the notice period.
- 17.3 Swisscard will be entitled, contrary to clause 17.2, to terminate the contractual relationship at any time and without notice, in the event that one or more incidents occur that in Swisscard's opinion affects the Contractual Partner's willingness or ability to fulfill the obligations under these Acceptance Terms. This will apply in particular, but not only:
- where the Contractual Partner breaches a fundamental provision of these Acceptance Terms;
  - discontinues a major part of its business operations;
  - in the case of repeated cases of fraud or complaints from Cardholders;
  - if there are repeated complaints or cases of fraud in Digital Orders. In this case, Swisscard may also prohibit Card acceptance in Digital Orders without completely terminating the contractual relationship;

- e) if over eight percent (8%) (or a different percentage specified to the Contractual Partner in advance) of the turnover submitted by the Contractual Partner cannot be successfully reclaimed from the Cardholders;
  - f) in the event of changes pursuant to clause 15.3, where such changes may be detrimental to Swisscard;
  - g) where continuation of the contractual relationship may carry legal, regulatory or reputation-related risks for Swisscard.
- The Contractual Partner will notify Swisscard immediately in the event that any of the circumstances listed in clause 17.3 letters a) to f) occur
- 17.4 Upon termination of the contractual relationship, the Contractual Partner will be obliged to remove any Swisscard and American Express company names, signs and all materials and items of equipment provided immediately.
- 17.5 All Charges and Credits performed prior to the termination taking effect must be submitted immediately. These Acceptance Terms will apply to the processing thereof even if Charges are processed by Swisscard after termination of the contract.
- 17.6 In the case of expiry or termination of the contractual relationship, in so far as there are outstanding claims against the Contractual Partner, Swisscard will be entitled to exercise a right of retention.
- 17.7 In the event of expiry or termination of the Contractual Relationship, those provisions whose purpose requires them to continue to apply (e.g. clause 7.6 [Duty to Retain Records], clause 11 [Disputed Charges and Chargebacks], clause 13 [Data Protection and PCI DSS] and 16 [Liability and Liability Disclaimer], clause 18.4 [Ban on Offsetting], clause 18.7 [Assignment Prohibition], and clause 19 [Governing Law and Venue]) will remain valid.
- 17.8 The Contractual Partner will notify all Cardholders for whom it submits Recurring Billing Charges pursuant to clause 22 about the termination of the contractual relationship immediately. Upon Swisscard's specific request, the Contractual Partner must continue to accept the Card for a period of up to 90 days following the termination taking effect.

## 18 Other Provisions

- 18.1 These Acceptance Terms will replace all previous Acceptance Terms and conditions between Swisscard and the Contractual Partner. Swisscard reserves the right to amend the Acceptance Terms and other conditions governing the contractual relationship (including applicable fees, rates of commission, technical requirements, etc.) at any time. Changes will be brought to the attention of the Contractual Partner in an appropriate manner, and will be deemed accepted if the contractual relationship has not been terminated by the Contractual Partner by registered letter prior to the amendments taking effect. Swisscard will be entitled to change the Authorization Limit with immediate effect and without notice.
- 18.2 The Contractual Partner undertakes to keep all information, documents, data and process technologies it may gain knowledge of during fulfillment of the contractual relationship that are not obvious or publicly accessible, as well as the agreed terms and conditions, confidential.
- 18.3 In the event a provision of these Acceptance Terms proves invalid, the validity of the remaining clauses will not be affected. In such a scenario, the parties undertake to agree upon a provision which most closely reflects the purpose of the invalid clause and guarantees the corresponding economic result in place of the invalid provision. The same will apply in the case of omissions in the agreement.
- 18.4 The Contractual Partner may not offset any claims against Swisscard's claims.
- 18.5 Swisscard will be entitled, but not obliged, to record and retain conversations and other forms of communication with the

Contractual Partner for evidence and quality assurance purposes.

- 18.6 Swisscard is authorized to transfer and/or offer to transfer this contractual relationship, or individual rights and/or obligations arising herefrom, to third parties (e.g. payment collection companies) in Switzerland and abroad, and may give such third parties access to the data associated with the contractual relationship to the extent necessary (including due diligence). Transfer includes the right to further transfer within Switzerland and abroad.
- 18.7 The Contractual Partner will not be entitled to transfer rights and obligations under this contractual relationship, in full or in part, to third parties without Swisscard's written consent. In particular, the Contractual Partner will not be entitled to transfer any claims it may have against Swisscard to third parties.

## 19 Governing Law and Jurisdiction

- 19.1 This agreement will be subject to Swiss law to the exclusion of conflict-of-laws provisions and international treaties.
- 19.2 The place of fulfillment and exclusive venue will be Horgen. Nevertheless, Swisscard may also assert its rights before any other appropriate authority and before any other competent court. Mandatory legal provisions under Swiss law remain unaffected.

## II. Special Provisions

### 20 Deposit

- 20.1 The Contractual Partner may accept the Card for a deposit under the following conditions:
- a) Prior to obtaining Authorization, the Contractual Partner must obtain the Cardholder's consent to charge a deposit in writing or in the form of an email (Gross Transaction Amount, divided into amount of the deposit and the balance amount).
  - b) A separate Authorization must be obtained for each Charge (deposit and balance).
  - c) The Authorization for the deposit and the balance must be submitted under the same Contractual Partner number.
  - d) It should be noted on each Receipt whether the Charge is for the deposit or the balance.
- 20.2 The Transaction Receipt for the balance may only be submitted to Swisscard once the goods have been sent or the service has been provided.

### 21 Advance Payment

- 21.1 The Contractual Partner is able to accept the Card for advance payments under the following conditions:
- a) Where the payment is an advance payment for one of the following Services:
    - (i) Special orders (e.g. orders for goods manufactured to customers' specifications)
    - (ii) Tickets (e.g. for sporting events, concerts)
    - (iii) Tuition fees, accommodation and meals and other fees for higher education establishments
    - (iv) Flight tickets
    - (v) Travel tickets for public transport (e.g. train tickets)
    - (vi) Cruises
    - (vii) Accommodation
    - (viii) Vehicle rental
    - (ix) Services associated with travel (e.g. excursions, expeditions);
  - and
  - b) Prior to obtaining Authorization, the Contractual Partner must obtain the Cardholder's consent to charge an advance payment, in writing or in the form of an email covering the following points:

- (i) the Cardholder's consent to all conditions of the Service (incl. price, cancellation terms);
  - (ii) detailed description of the Service and the anticipated Service provision date.
- 21.2 If the Contractual Partner is unable to provide the Service, a Credit for the corresponding advance payment amount must be submitted to Swisscard immediately.

## 22 Recurring Billing Charges

- 22.1 Where the Contractual Partner offers Recurring Billing Charges which constitute a continuous obligation to the Cardholder, the Contractual Partner must obtain the Cardholder's consent to the said Recurring Billing Charge, in writing or in the form of an email, prior to submitting the first Charge. The Cardholder must be informed that he or she may withdraw their consent at any time.
- 22.2 If the Recurring Billing Charge amounts vary, the Contractual Partner must notify the Cardholder of the amount and date of any Recurring Billing Charge at least ten (10) calendar days prior to submitting the Charge in question.
- 22.3 The Contractual Partner must keep records of the Cardholder's consent pursuant to clause 22.1 and the information referred to in clause 22.2 for a period of two (2) years from the last submission of a Charge under the Recurring Billing Charges.
- 22.4 The Contractual Partner must ensure that all Authorization requirements are complied with in accordance with clause 6.
- 22.5 If the Contractual Partner accepts Recurring Billing Charges for insurance services, Swisscard will not be responsible for collection or the timely transfer of insurance premiums by cardholders. The Contractual Partner will, at its own expense, defend Swisscard against all claims and hold it free and harmless from any liability asserted by the Cardholder, or former Cardholder, on account of the non-existence of their insurance cover.
- 22.6 The Cardholder's consent to Recurring Billing Charges to the Card in question will lapse automatically upon termination of the Card agreement between the Card issuer and the Cardholder. The Contractual Partner will be responsible for ensuring that it is informed by the Cardholder about any termination of the Card agreement. As soon as the Contractual Partner is informed by the Cardholder about the termination of the Card agreement or its consent being withdrawn, no further Recurring Billing Charges may be made to the Cardholder's Card.

## 23 Special Provisions for Hotels

- 23.1 Upon check-in, hotels may obtain Authorization for an estimated amount (multiplication of room price by anticipated number of nights plus any tax and known incidental expenses, collectively referred to as the "estimated amount"). The Contractual Partner may not set a sum higher than this estimated amount. An Authorization for the estimated amount will be valid for the duration of the hotel stay up to a maximum of 30 days. For longer hotel stays, an additional Authorization must be obtained for the remaining duration.
- 23.2 If, upon check-out, the final amount is no more than fifteen percent (15%) over the estimated amount as specified in clause 23.1 above, no additional Authorization will be needed for the Charge. If the final Charge amount exceeds this fifteen percent (15%), an additional Authorization will need to be obtained from Swisscard for the difference from the original sum authorized.
- 23.3 If a Cardholder's Card is repeatedly charged over a period – instead of once at the end of the stay, the Contractual Partner must obtain Swisscard's Authorization prior to each individual Charge, regardless of whether or not the Charge exceeds any agreed Authorization Limit.
- 23.4 Irrespective of whether or not the Contractual Partner must obtain Authorization from Swisscard, it must obtain consent from the Cardholder for the actual total amount of the Charge.

- 23.5 No show (failure of the Cardholder to show up after making a reservation, without cancellation or late cancellation of the reservation or booking). The Contractual Partner may only make Charges to the Card if:
- a) the Cardholder made a binding reservation/booking with the Card;
  - b) the Contractual Partner has recorded the Card number or Digital Card Number, expiry date and the Cardholder's billing address;
  - c) the Contractual Partner notified the Cardholder before or during the reservation or booking about the price of the booked Service, and provided the Cardholder with a reservation or booking number;
  - d) the Contractual Partner has documented cancellation and charging conditions which are in line with commonly accepted industry practices, comply with the applicable legal provisions and the Cardholder has been given legally valid notice of the same during the reservation or booking process.
- 23.6 If the conditions above have been met, the Contractual Partner may issue a Receipt for a Charge corresponding to one night. "No show" should be entered in the signature field. Prior to submitting the "no show" Charge, the Contractual Partner must obtain Authorization in accordance with clause 6.

## 24 Special Provisions for Vehicle Rentals

- 24.1 Upon entering into the rental agreement, vehicle rental companies are authorized to obtain Authorization for an estimated amount (multiplication of rental price by anticipated number of days rental plus any tax and known incidental expenses (such as insurance), collectively referred to as the "estimated amount"). The Contractual Partner may not set a sum higher than this estimated amount. In particular, the amount may not be increased to cover the risk of any damage occurring to the vehicle or a possible theft. An Authorization for the estimated vehicle rental amount will be valid throughout the term of the rental agreement. In the rental agreement, the Contractual Partner must specify the total amount of estimated rental costs together with the precise costs of any other Services provided by the Contractual Partner (e.g. snow chains, etc.) and the maximum amount of additional costs the Cardholder may be liable for and which can be avoided by the Cardholder (e.g. additional no-show fees or costs for failure on the part of the Cardholder to return the vehicle with a full tank of fuel, traffic fines). The rental agreement must include the Cardholder's written consent to charge these costs, plus the rental car costs, to the Card.
- 24.2 If, upon returning the rental vehicle, the final amount is no more than fifteen percent (15%) over the estimated amount as specified in clause 24.1 above, no additional Authorization will be needed for the Charge. If the final Charge amount exceeds this fifteen percent (15%), an additional Authorization will need to be obtained from Swisscard for the difference from the original sum authorized.
- 24.3 Irrespective of whether or not the Contractual Partner must obtain further Authorization from Swisscard, it must obtain consent from the Cardholder for the actual total amount of the Charge.
- 24.4 If, upon being returned, the rental vehicle shows damage that is not covered by insurance, the Contractual Partner will be entitled to submit the claim for damages as a Charge under the following conditions:
- a) the vehicle rental costs have already been charged to the Cardholder's account;
  - b) the Charge for the claim for damages is authorized and submitted separately;

- c) the Contractual Partner has a dated acknowledgment, complete with legally valid signature, from the Cardholder which includes the estimated amount of any claim for damages, a declaration that the damage is attributable to the Cardholder and that the claim for damages is to be paid with the Card. The Contractual Partner will submit this acknowledgment to Swisscard upon the latter's first request;
  - d) the final Charge under the claim for damages does not exceed the estimated amount for the claim for damages in accordance with letter c) above by more than fifteen percent (15%) or, in the case of a total write off, does not exceed the cost of replacing the rental vehicle.
- 24.5 For charging no-show fees, the conditions set out in clause 23.5 must be met. If this is the case, the Contractual Partner may issue a Receipt for a Charge corresponding to one day's rental. "No show" should be entered in the signature field. Prior to submitting the "no show" Charge, the Contractual Partner must obtain Authorization in accordance with clause 6.

### III. Supplementary Provisions for Card Not Present Transactions

#### 25 General Provisions Regarding Card Acceptance

- 25.1 In addition to the provisions of these Acceptance Terms in section I and II, clauses 1 to 24 will apply to the acceptance of cards in Card Not Present Transactions.
- 25.2 To accept the Card, a Contractual Partner number specifically assigned for Card Not Present Transactions will be required and must be used by the Contractual Partner.
- 25.3 The Contractual Partner may not accept the Card where there is reason to suspect that there is a case of Card misuse (see clause 25.6 below).
- 25.4 Subject to the right of chargeback referred to in clause 11, Swisscard accepts Charges that relate to orders placed by phone, in writing (transmitted by post or fax) or over the internet or in some other digital form, providing the following conditions are met:
- a) regardless of any agreed Authorization Limit, the Contractual Partner has obtained Swisscard's Authorization.
  - b) the Authorization is obtained and the Charges are submitted solely by electronic means using a Terminal (exceptions are only permitted with Swisscard's written consent).  
In the case of a failure of the electronic payment system, the Contractual Partner can perform a manual payment in accordance with clause 5. In so doing, the words "mail order" (for written order), "telephone order" (for phone orders) or "Digital Order" (for orders placed in some other digital form) will be specified in the space provided for the Cardholder's signature.
  - c) If the Service is provided more than seven (7) calendar days following receipt of the original Authorization code (e.g. if goods are only dispatched after seven (7) calendar days), the Contractual Partner must obtain another Authorization code prior to providing the Service.
  - d) The Contractual Partner has provided the Cardholder with a written and verifiable confirmation of the Gross Transaction Amount (which can be provided by email). This confirmation must also include the same company name as that displayed to the Cardholder when the order was placed.
  - e) The Receipt will only be submitted once the goods in question have been sent or delivered or once the service has been provided. In addition to the data specified in clause 7.2, the Contractual Partner must list on the Receipt the Cardholder's name, as it appears on the Card, the Cardholder's billing address, and the delivery address. For phone orders, the Contractual Partner must also note the time and date of the order.

- 25.5 If the Cardholder claims not to have received the goods or services and the Contractual Partner is unable to prove such receipt by the Cardholder, Swisscard will be entitled to perform a chargeback in accordance with clause 11. Swisscard hereby reserves the right to assert any other claims.
- 25.6 Where there is reason to suspect a case of Card misuse, the Contractual Partner will be obliged, prior to providing the Service, to notify the Swisscard Authorization service by phone. Unusual circumstances giving reason to suspect Card misuse are generally present when one of the following criteria are met (non-exhaustive list):
- a) The extent of the order, or the ordering process, is unusual for the Contractual Partner's business.
  - b) The same purchaser is using more than one American Express Card number.
  - c) The invoice amount is to be split across different Transactions or Cards.
- 25.7 The Contractual Partner notes that Card Not Present Transactions carry an increased risk of chargebacks by Swisscard in accordance with clause 11.2.
- 25.8 The Contractual Partner will notify the Cardholder immediately if Authorization is refused for a Card Not Present Transaction. This information must be provided upon order placement online via the Contractual Partner's website.
- 25.9 Signature on File (S.O.F): If the Contractual Partner has a document signed by the Cardholder that enables the Contractual Partner to Charge the Cardholder's account without further signature, the Contractual Partner must indicate "Signature on File" or "S.O.F." on the Transaction Receipt.

#### 26 Supplementary Provisions for Digital Orders

- 26.1 If the Contractual Partner accepts Charges for Digital Orders, Swisscard recommends participation in a security programme, e.g. in the SafeKey program. Participation will be compulsory upon Swisscard's request.
- 26.2 The Contractual Partner will be responsible for implementing the security programme. Up to date information about the security programmes (e.g. SafeKey) is published at [www.americanexpress.ch/partneronline](http://www.americanexpress.ch/partneronline).
- 26.3 If Transactions are processed in accordance with the specifications of a security programme and if the Acceptance Terms are complied with, Swisscard will waive its right to perform chargebacks for Disputed Charges in cases of fraud (Card misuse by third parties). This waiver will not apply to Charges disputed for other reasons (e.g. in disputes regarding goods and services).
- 26.4 For Digital Orders, Authorizations and Charges may only be submitted electronically. In so doing, the Contractual Partner must use the Contractual Partner number assigned to it by Swisscard for Digital Orders.
- 26.5 Before the Contractual Partner accepts Digital Orders using Cards, it must provide Swisscard with its internet address in writing. Swisscard must be notified of any changes to its internet address at least thirty (30) calendar days in advance.
- 26.6 The Contractual Partner undertakes to provide the following information on its website for the Cardholder in a clearly visible manner:
- a) Sufficiently clear description of the goods or services being offered, complete with pricing information in CHF;
  - b) Full company name, address, country, phone number and email address for the Contractual Partner, in particular for customer inquiries and complaints;
  - c) Terms and Conditions for shipping and returns (delivery times, shipping details, delivery countries, additional conditions);
  - d) Unit prices and the total amount for the goods and/or services including all additional costs (including shipping and other applicable charges such as taxes and VAT etc.) in CHF;

- e) Any applicable contractual provisions, including General Terms and Conditions of Business (GTC), data protection policy, and measures and standards for protecting personal data;
- f) Information about data transfer security standards;
- g) A reference to any export restrictions for the goods and services on offer, where such are known;
- h) Any cancellation options and the terms and conditions applicable to the same;
- i) Other legally required information (in particular according to the Law on Unfair Competition (UWG), price disclosure and data protection legislation).

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