

# Terms and Conditions of Swisscard AECS GmbH for signature using QES (“Terms and Conditions”)

These Terms and Conditions regulate the legal relationship between Swisscard AECS GmbH (“**Swisscard**”) and existing or potential private clients (“**Clients**”) who would like to sign an application for an agreement with Swisscard (“**Application**”) using qualified electronic signature (“**QES**”). References to persons in this document are meant to cover all genders.

## 1. Subject matter, scope of application, and requirements

- 1.1 These Terms and Conditions regulate how the Client can use the QES in the relationship with Swisscard (“**Online Signature Service**”).
- 1.2 Swisscard uses third parties for the Online Signature Service (“**Service Providers**”). The terms and conditions of the Service Provider apply between the Client and the Service Provider. The Client can only sign using QES after he has accepted any terms and conditions of the Service Provider for QES.
- 1.3 These Terms and Conditions supplement the general terms and conditions (“**GTC**”) applicable regarding the card between Swisscard and the Client. Unless otherwise stipulated herein, these Terms and Conditions take precedence in the event of any contradictions.
- 1.4 By using the Online Signature Service, the Client states that he has read, understood, and accepted these Terms and Conditions.
- 1.5 For the Online Signature Service, the Client needs:
  - a. an official identification document recognized by Swisscard (“**ID Document**”);
  - b. access to a Device with a high-resolution camera on which - if it is a mobile phone or tablet - the app "IDnow Online-Ident" of the manufacturer IDnow GmbH is installed or can be installed by the Client; and
  - c. a Swiss mobile telephone number.
- 1.6 The entire process must be carried out without interruptions.

## 2. Transmission of Application and data

- 2.1 Swisscard transmits the Application to the Service Provider along with the necessary personal data of the customer (including title, gender, first name, last name, date of birth, nationality, address of residence or domicile, e-mail, mobile telephone number).
- 2.2 By using the Online Signature Service:
  - a. the Client confirms that the statements he made are true and complete.
  - b. the Client consents to Swisscard and the Service Provider exchanging data and processing his personal data (insofar as necessary for the Online Signature Service).

## 3. Video identification

A local call centre agent of the Service Provider carries out the identification by means of a video call, which includes:

- a. capturing images of the Client and the displayed ID Document.
- b. comparing information contained in the ID Document with the personal data sent by Swisscard (Section 2.1) or recorded in the context of the Online Signature Service.
- c. checking whether the ID Document is genuine and valid.
- d. carrying out additional identity verifications and clarifications, if necessary.

## 4. Electronic signature using QES

- 4.1 Following successful video identification, the Client can review his Application once again.

- 4.2 By clicking on the corresponding button, the Client receives an SMS code sent to the mobile telephone number provided in the Application. The Client validly signs the Application by entering the code in the input field provided for that purpose and clicking on the corresponding button, by which he completes his signature using QES.
- 4.3 The Service Provider confirms the successful signing using QES to the Client. The Client can download a copy of his signed Application.

## **5. Fees**

Swisscard does not charge any fees to the Client for the Online Signature Service, but may introduce such fees. The Client shall be notified of any fees or changes to fees in an appropriate manner.

## **6. Data protection**

- 6.1 The data processing described here supplements the data processing listed in the GTC. The Privacy Statement contains additional information. The latest version of which can always be viewed at [www.swisscard.ch](http://www.swisscard.ch) or requested from Swisscard.
- 6.2 Swisscard and the Service Provider may notify or contact the Client regarding the Online Signature Service by app, SMS, e-mail, regular mail, pop-up on the website, or using other suitable means of communication.
- 6.3 The Service Provider's general terms and conditions may provide that the Service Provider (including any third parties) obtains, processes, and forwards data for additional purposes.

## **7. Exclusion of liability**

- 7.1 To the extent permitted by law, Swisscard excludes any liability for loss or damage if the Online Signature Service:
- a. is used unlawfully, improperly or without authorization.
  - b. is permanently or temporarily unavailable.
- 7.2 Other than that, the liability provisions under the GTC continue to apply unchanged.

## **8. Restrictions**

- 8.1 The Online Signature Service is only permitted to be used by Clients in order to sign credit card and related Applications provided by Swisscard for that purpose. It is not permitted to be used either by other persons or for other purposes.
- 8.2 If the Online Signature Service is used in foreign countries, this may in some circumstances violate foreign law or import and export restrictions for encryption algorithms. The Client must inform himself about such issues and not use the Online Signature Service in case of doubt.
- 8.3 Swisscard can restrict, suspend, block, or modify the Online Signature Service at any time and without prior notice, or for individual Clients or client groups.

## **9. Amendment of these Terms and Conditions**

- 9.1 Swisscard can amend these Terms and Conditions at any time. The current version of these Terms and Conditions published on Swisscard's website shall apply.

## **10. Governing law and place of jurisdiction**

- 10.1 The applicable law and place of jurisdiction shall be determined according to the provisions of the GTC.