

Membership Rewards Terms of Participation

Terms of Participation

1 Object

1.1 The American Express Membership Rewards Program (“**MR Program**”) is a program of Swisscard AECS GmbH (the “**Issuer**”) for collecting bonus points (“**Points**”) by the holders of a principal card or corporate card participating in the MR Program or other means permitted for processing cashless payments (the “**Card**”) of Swisscard AECS GmbH (“**Participant**”). Points can be redeemed for premiums in the Premium Shop in accordance with the “**Premium Shop Terms of Use**” at the corresponding providers (“**Loyalty Partners**”).

1.2 The present Membership Rewards Terms of Participation (“**Terms of Participation**”), as part of the contractual relationship between the Participant and the Issuer, regulate the relationship between the Participant and the Issuer with regard to collecting points. The Terms of Participation are valid in addition to the other applicable provisions governing the credit card relationship between the Participant and the Issuer, including in particular the Issuer’s general terms and conditions applicable to the card product in question (“**GTCs**”) and the Premium Shop Terms of Use. In case of conflicts with the GTCs, the Terms of Participation shall take precedence over the conflicting provisions of the GTCs.

2 Participation in the Program

2.1 Participants can apply to participate in the MR Program on the Card application or in other ways provided for by the Issuer.

2.2 In case of company Cards, the decision as to who is entitled to the points – the company or the cardholder – shall be made by the company. If the company is entitled to the points, then the company shall be deemed a Participant.

2.3 Holders of additional cards participate in the MR Program in that the charges incurred by them on the Card that are entitled to points will be settled on the Card account of the principal cardholder participating in the MR Program as long as the principal Card in question is participating in the MR Program.

2.4 The Issuer reserves the right to expand or limit the group of Participants and Cards at any time. The Issuer can reject or terminate participation by a Participant in the MR Program or one of its versions at any time and without stating reasons, particularly when the Participant is more than 30 days in arrears of payment of sums that were charged to a Card account in the Participant’s name.

3 Fees, Taxes and Other Costs

3.1 The Issuer is authorized to charge fees for participation in the MR Program and for individual services of the MR Program, which will be communicated to the Participant in suitable form and automatically charged to the Participant’s Card account.

3.2 Any fees, taxes, or other costs incurred in connection with the MR Program shall be charged to the Participant.

4 Collecting, Crediting, and Managing Bonus Points

4.1 Participants can collect points by using the Card according to the present Terms of Participation. Crediting points generally occurs within 5 business days after posting of the transaction at the Issuer.

4.2 The number of points credited by the Issuer and the additional terms (including any upper limits for collecting points) shall be communicated to the Participant on the Issuer’s website or in another suitable form. Only full amounts in Swiss francs are entitled to earn points. In case of foreign currency transactions, the amount in Swiss francs charged to the Card account shall govern. Points shall only be credited on a preliminary basis until complete and final payment in full of the amounts in question.

4.3 No points will be collected in case of cash withdrawals of any kind and charges for fees (e.g., the annual fee and fees for payment reminders), interest, outstanding amounts, charge-backs, supplemental payments when redeeming Membership Rewards points, claims for damages, and similar claims of the Issuer. When a charge is reversed, the points credited for that charge will be deducted. Points cannot be earned against cash unless points purchases are expressly provided for by the Issuer. In this case, the Issuer will communicate the purchase terms to the Participant in suitable form.

4.4 The Issuer will open a points account for each Participant that documents the current point balance. The Participant will receive a notice of his/ her provisional points balance together with the monthly invoice relating to his/ her Card account. The points balance communicated in this way will be deemed approved unless a written objection is made within thirty (30) days of the date of the statement.

5 Use and Validity of Points

5.1 Points can only be used within the framework of the MR Program; converting points to a cash value or disbursement or offsetting is excluded. Points cannot be transferred or inherited.

5.2 Points that are definitively credited remain valid as long as the MR Program exists and the Participant is a holder of a valid Card participating in the MR Program or, if the company is the Participant, as long as a valid corporate Card participating in the MR Program exists. If one of the foregoing requirements is no longer satisfied, points balances must be redeemed within 90 days; after that time they become invalid without compensation. During the aforementioned period, points balances cannot be redeemed as long as the Participant is in arrears of payment of the amounts charged to his/ her Card account.

6 Warranty and Liability

6.1 The Issuer does not guarantee the availability of the technical infrastructure for collecting and crediting points at any time. If crediting points is temporarily impossible for technical reasons, the Participant shall have no claim to retroactive crediting or compensation for the affected points. The Issuer’s liability in

connection with the permanent or temporary, complete or partial unavailability of the technical infrastructure for collecting and crediting points is excluded to the extent permitted by law.

6.2 The Issuer shall not be liable for lapsing points that can no longer be redeemed as a result of any change to the Terms of Participation or any termination of the MR Program in whole or in part.

6.3 Legal or contractual liability for damage caused by gross negligence or wrongful intent is not restricted by this Section 6.

7 Data processing

The acquisition, processing, and disclosure of data and the use of third parties by the Issuer shall be governed by the STCs. The Issuer is authorized to process personal data about the Participant (and about company bodies and employees of the Participant in case of legal entities) insofar as necessary in connection with carrying out the MR Program, and to exchange data with Loyalty Partners and third parties used by them in Switzerland and abroad.

The data protection provisions in the GTCs shall apply. Further information about data processing is available in the Privacy Statement, the latest version of which can always be viewed at www.swisscard.ch or requested from Swisscard.

8 Other Provisions

8.1 The Issuer reserves the right to change the MR Program and these Terms of Participation at any time. Affected Participants will be informed of any changes in suitable form. The Participant shall be bound by the changed terms if the Participant does not cancel participation in the MR Program or the relevant versions prior to the effective date of the changes. Moreover, the Issuer reserves the right to terminate all versions or individual versions of the MR Program at any time, in whole or in part, without stating its reasons.

8.2 Cancellation or other form of termination of the Card relationship between the Participant and the Issuer automatically leads to termination of participation in the MR Program without requiring separate termination. The Issuer retains the right to no longer apply point credits resulting from the MR Program after receipt of the cancellation or of knowledge of another form of termination.

8.3 Applicable law and place of jurisdiction conform to the provisions of the GTCs.

01/2021