

# TERMS and CONDITIONS for CARD CUSTOMISATION

## 1. General Provisions

These Terms and Conditions shall apply to the card customisation programme for Mastercard Business credit cards issued by Swisscard AECS GmbH (hereinafter referred to as the «Issuer»).

## 2. Card customisation programme

The card customisation programme enables cardholders to customize the front of a Mastercard card by selecting personal photographs, artwork or any image (subject to minimum standards set forth by the Issuer and Mastercard) for placement on the card. The customisation process will allow cardholders to upload an image, refine and design the final look of the card, and submit the final image for subsequent placement on the card front. Customisation of the back of the card is not possible.

Companies applying for or holding active Mastercard Business credit cards issued by the Issuer (hereinafter referred to as «Companies») can use the card customisation programme to customise and individualise their Mastercard Business credit cards with a personal image and/or a company logo to be displayed on the card front.

The card customisation programme is available for the following Mastercard Business cards (hereinafter referred to as «Eligible Cards»):

- Mastercard Business Standard,
- Mastercard Business Gold, and
- Mastercard Business Euro

The card customisation programme can be accessed under [www.companycards.ch](http://www.companycards.ch) or as part of the online business card application process under <https://companycards.swisscard.ch/>.

All Eligible Cards that are issued based on the same master account /control account shall have an identical card layout. If the Company desires to use the same card layout for Eligible Cards issued under different control accounts, the Company will have to mention this in the approval of the final layout or submit a written request to the Issuer.

The Company may obtain a maximum of 200 (two hundred) customised cards.

Explanations or statements provided by the Company via the customisation programme are legally binding, and therefore the person/s responsible for the customisation as well as the person/s signing the approval of the final layout at the end of the customisation programme must be authorised by the Company to do so, i.e. their signature is a legally binding signature as specified in the commercial register.

## 3. Image and logo requirements

For all design elements used by the Company for the customisation of the card, including, but not limited to, the choice of images, logos, fonts and the like (hereinafter referred to as the «Image»), the Company has to observe and comply with the relevant legal framework (trademark, copyright, criminal law, etc.).

In particular, the Company must observe the following:

- 3.1. The customised card remains the property of the Issuer, and the Company agrees to return or destroy it immediately if so required by the Issuer, or if the card or accounts that the customised card belongs to are cancelled or closed.
- 3.2. The Company warrants to the Issuer that it is the lawful owner of the Image (e.g. the Company name used in the logo is the same as the one used in the commercial register, and the layout used in the logo was developed by the Company or is a registered trademark belonging to the Company) or the Company has obtained express written consent from the lawful owner of the Image to use the image or logo on its cards. It will provide evidence thereof at the Issuer's first request. The Company further warrants that any use of the Image by the Issuer will not infringe any other person's rights, including intellectual property rights, in the Image. The Issuer may require evidence of the Image owner's consent or of the Company's ownership of the image and/or the logo.
- 3.3. The Company grants to the Issuer a perpetual, non-transferable, non-exclusive, royalty-free, worldwide, irrevocable license to use the Image and the data the Company provides to the Issuer solely for the purpose of providing a customised card to the Company. If the owner of the Image is a third party, the Company furthermore ensures that it has the necessary rights for such grant.
- 3.4. The Company consents (and – if the owner of the Image is a third party – has obtained consent from the Image owner to give such consent) to the Issuer's storing, modifying, copying or using the Image. The Issuer may also require evidence of this consent.
- 3.5. Save for the Image used to customise the card, all copyright and intellectual property rights in the customised card program vest in the Issuer. The Company will not use and will not reproduce the Image for any other purpose without the Issuer's express prior written consent.
- 3.6. The Company agrees that it has read and understood the Image Area Guidelines, and warrants that it will only submit Images that comply with the Image Area Guidelines.
- 3.7. The Company warrants that it has applied «best efforts» to prevent that the Images submitted does not contain any computer viruses and the like, and confirms that – to the best of its knowledge –, the Images does not contain any viruses.
- 3.8. The Company indemnifies Mastercard Worldwide and the Issuer against any claims arising or loss suffered by the Issuer and/or Mastercard Worldwide as a result of the Image being used on the customised card of the Company and reproduced on the card of the Company, or in respect of the Issuer's storing, modifying, copying or using the Image.
- 3.9. The liability of the Issuer in respect of the card customisation service is limited to refunding any applicable fees. The Issuer is not liable to the Company for any loss, damage, claim or expense whatsoever in relation to the customised card of the Company, including in relation to any action by the Issuer permitted under these Terms and Conditions. This clause is subject to any responsibilities implied by law or otherwise which cannot be excluded, in respect of which the liability of the Issuer is limited (to the extent possible) to the cost of re-supplying the customised card.

#### **4. Right of refusal and deletion of Images**

The Issuer reserves the right not to accept or use an Image submitted by the Company, or to refuse to issue a customised card to the Company. In addition, the Issuer reserves the right to terminate the use of and reclaim customised cards at all times should the Image later turn out to be inopportune. The Issuer may or may not enter into correspondence about such decisions. Specifically, the Issuer will reject Images which are not compliant with its own and Mastercard's card design standards and photograph restrictions. The Issuer and the card producer are entitled to immediately delete any Image loaded onto their systems.

#### **5. Technical Image and logo requirements**

To ensure a satisfactory quality of the print on the customised cards, the uploaded Image has to meet the following technical requirements:

- minimum size 800x600 pixel (logo 220x220 pixel), 300 DPI
- maximum allowed file size 10 Mbytes
- formats JPEG (.jpg), PNG, GIF or Bitmap (.bmp)

The Issuer may reject any Image that is of poor quality or that is poorly positioned. In any case, the Issuer shall not be responsible for improving the quality of the Image or correcting the positioning thereof.

#### **6. Prices and number of customised Mastercard Business Credit Cards**

For the customisation of cards, the following prices will apply:

Personal image on card: one-time setup fee of CHF 150 per Company and CHF 5 per card per year.

Personal image and company logo on card: one-time setup fee of CHF 150 per Company and CHF 5 per card per year.

Company logo on card: CHF 5 per card per year.

For clarity, the agreed card replacement fee shall continue to apply in addition to the fee for the customisation of cards. Companies wishing to replace their existing cards with the next card renewal can do so by mentioning this in the designated area in the approval of the final layout. In this case, no card replacement fee will be charged.

#### **7. Termination**

Subject to the continuation of the cardholder agreement, the Issuer will continue to issue customised cards as long as the Company does not cancel this service in writing. If the card customisation programme is cancelled, the Company will henceforward receive replacement cards with the standard layout, and the agreed card replacement fee will be charged to the Company's credit card account.

#### **8. Data Exchange**

The Company authorises the Issuer, the card producer and other persons and entities involved in the handling and processing of card customisation to exchange data relating to the Company for card customisation purposes.

#### **9. Amendment Clause**

The Issuer reserves the right to amend these Terms and Conditions for card customisation and the Image Area Guidelines at any time without prior notice. The current version of the Terms and Conditions for Card Customisation and the Image Area Guidelines will be published under [www.company-cards.ch](http://www.company-cards.ch). The Company agrees that by doing this the Issuer has provided the Company with sufficient notice of the variations. Should the Image used on customised cards become non-compliant with these Terms and Conditions and the Image Area Guidelines due to such amendments, the Issuer reserves the right to terminate the use of the customised cards and to replace the customised cards with neutral cards.

#### **10. Severability**

If any provision of these Terms and Conditions for card customisation is deemed invalid, void or unenforceable, such provision shall be removed and replaced with a valid provision that comes closest to reflecting the intentions of the parties. All other provisions shall remain in full force and effect.

#### **11. Further provisions (including applicable law and place of jurisdiction)**

For all other services associated with a Mastercard Business credit card, the General Conditions for Swisscard AECS GmbH Charge Cards and Credit Cards shall apply.

The contractual relationship under these Terms and Conditions is subject to Swiss law, to the exclusion of conflict-of-laws provisions.

The exclusive place of jurisdiction for all legal proceedings and the place of performance and enforcement for clients not resident in Switzerland is Horgen. However, the Issuer may assert its rights before any other competent authorities. The foregoing is without prejudice to the binding provisions of Swiss law.

## IMAGE AREA GUIDELINES

Specifically, the subject matter listed below may not be used to customise Eligible Cards:

1. Sexual subject matter of any nature;
2. Political subject matter of any nature;
3. Offensive racial/prejudicial subject matter of any nature;
4. Offensive religious subject matter of any nature;
5. Advertising of any nature\*;
6. Portrait of an adult, including the cardholder, intended for identification purposes;
7. Self-promotion of any nature (e.g. Personal Business Card);
8. Copyrighted material of any nature\*;
9. Branded products/services, including abbreviations, acronyms and/or symbols of any nature\*;
10. Solicitations, including telephone numbers or services of any nature (e.g. 900 or 800 numbers);
11. Celebrities/musicians/athletes/entertainers/public figures, etc. of any nature\*;
12. Affiliation with groups that are determined to be of a «socially unacceptable» nature, including scenes, names or symbols;
13. Subject matter of any nature that might result in card acceptance confusion by merchants;
14. Subject matter of any nature that might result in card fraud;
15. Any graphic design element that might reflect poorly or might engender hostility toward or derision of the Mastercard® brand; and
16. Any other subject matter that may create a reputational risk for the Issuer.

This list is not exhaustive. The Issuer and Mastercard reserve the right to reject Images with other subject matter at their own discretion.

**\* The foregoing shall not apply to the use of any company image, copyrighted material, branded products/services, including abbreviations, acronyms and/or symbols of any nature, trademarks, personalities or names to the extent legally owned by or licensed to the cardholder.**

The Issuer reserves the right to modify, interpret or vary from these guidelines at its sole discretion, and to otherwise deny any other subject matter or graphic for any reason.