

Terms and Conditions for the American Express Corporate Purchasing Card (CPC)

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These terms and conditions apply to all American Express Corporate Purchasing Cards («Corporate Purchasing Cards») issued by Swisscard AECS GmbH («Swisscard»).

American Express Services Europe Ltd., Brighton, United Kingdom, («American Express Services») is commissioned with the processing services and the day-to-day handling of the Corporate Purchasing Card.

The term «Issuer» hereinafter refers to Swisscard and/or third parties instructed by Swisscard (namely American Express Services).

1. After accepting the application signed by the company and an employee of the company («Cardholder»), the Issuer will open an American Express Corporate Purchasing Card account and notify the corresponding means of identification, in particular card number and card expiry. Upon request of the company, a card plastic may be issued. Each card issued remains the property of the Issuer. Card applications may be rejected without stating reasons.

At the latest by signing the card and/or using it, the Cardholder confirms to have read, understood and accepted the present terms and conditions and to accept the fees applicable at the time of using the card (cf. section 5).

2. The Cardholder shall store the means of identification notified to him carefully. If a card plastic is issued, the card is to be signed immediately after receipt and to be kept by the Cardholder carefully.

3. The Corporate Purchasing Card entitles the Cardholder to effect cashless payments for goods and/or services supplied or rendered by Corporate Purchasing Card contractual partners («Contractual Parties») in Switzerland and/or abroad designated by the Issuer by communicating the card number and/or other means of identification to the Contractual Party by telephone, in person, by fax, by e-mail and/or by electronic means (card use). The Corporate Purchasing Card is non-transferable, and the card number and/or means of identification imprinted on it or communicated in any other form must only be used by the Cardholder in accordance with the instructions issued to him. Use of the Corporate Purchasing Card is subject to certain maximum limits; the Contractual Parties are obliged to obtain authorisation from the Issuer for each transaction, as a rule by electronic data exchange.

4. The Corporate Purchasing Card may be used by the Cardholder solely for business expenses of the Company and within the authorisation limits set for him by the Company; the Cardholder may not use the Corporate Purchasing Card for private purposes. The Corporate Purchasing Card is to be used primarily for business expenses if the Company is the end-user; the Corporate Purchasing Card may only be used to purchase goods and/or services for resale within the scope of the Company's business if the Issuer has given its consent.

5. Card use may give rise to fees (e.g. annual fees, reminder charges), interest on arrears and (third-party) costs (hereinafter jointly referred to as «Fees»). With the exception of any third party costs, the occurrence, type and amount of Fees are notified to the Company and/or the Cardholder on or in connection with the applications and/or in another appropriate manner and details may be obtained at any time from the customer service and/or at www.americanexpress.ch. For transactions in currencies other than the card currency, the Company accepts the currency selling rates

applied and/or the conversion rates set by the card organisation.

6. Once the card number and/or means of identification has/have been communicated (transmitted), the transactions are deemed as approved. The Company acknowledges all approved transactions and the resulting receivables and claims and irrevocably instructs the Issuer to pay the corresponding contributions to the points of acceptance. The approval includes the right but not the duty of the Issuer to authorise transactions. The Company receives a statement of the unpaid balance and the transactions processed in the past statement period. The striking of the balance does not result in the renewal of the contractual obligation. The Company is obliged to settle the monthly statements within 7 days from the statement date by direct debiting. If the statement amount shown on the monthly statement is not received by the Issuer at all or not completely within the payment period, interest on arrears pursuant to section 5 shall be payable on the entire statement amount from the date of the statement until the receipt of the payment and on any remaining balance possibly unpaid until receipt of payment of such balance without reminder; this will, however, not affect the enforcement of further claims for arrears.

7. The monthly statements will be issued in Swiss francs and are payable by the Company in Swiss francs. The Issuer will issue monthly value added tax reports and suppliers' statements to the Company detailing all transactions made with the Corporate Purchasing Card. The Issuer shall take all efforts to prepare the VAT reports in such manner that they contain all information required from a formal point of view in order to be accepted as pre-tax voucher by the Swiss tax administration, central department VAT. The enforcement of pre-tax is the responsibility of the Company and is governed by the relevant legal provisions. The Company is responsible for ensuring that the originals of the written statements are properly filed once they have been checked and processed.

8. The Cardholder has liability as joint debtor together with the Company, should he/she exceed the limits specified for the use of the Corporate Purchasing Card or should he/she use the Corporate Purchasing Card for inadmissible private purposes.

9. The Issuer rejects any responsibility for the quality of the goods and/or services of the Contractual Parties. In particular, possible disagreements, controversies as well as complaints regarding goods and/or services and claims of the Company connected with that (e.g. delayed delivery or non-delivery) are to be settled directly and exclusively with the respective points of acceptance. The monthly statements are to be paid on time nevertheless. The Cardholder must ask the point of acceptance and/or the respective provider to issue a credit note for returned goods or a written confirmation of cancellation in case of cancellations. Notices of terminations of recurrent services that are paid with the card (e.g. memberships, subscriptions, online services) are to be addressed to the point of acceptance and/or the respective provider.

10. If the Corporate Purchasing Card is lost or stolen or if it is suspected that a third party gained unauthorised access to the card number or other means of identification and either uses it or is likely to use it, the Cardholder and/or the Company must immediately notify the Issuer. The Company reviews the monthly statements immediately upon receipt and notifies the Issuer of possible discrepancies found immediately by phone and

at the latest within 30 days from the statement date in writing (date of the postmark). Otherwise, the statements are deemed as approved by the Company.

11. If these terms and conditions, in particular all duties of care and duties to cooperate, have been complied with completely and the Company and/or the Cardholder is not at fault otherwise in any way whatsoever, the Issuer shall pay any debiting of the card arising due to proven misuse of the card by third parties. Any Cardholder who disregards the instructions given to him or uses the Corporate Purchasing Card for private purposes shall not be a third party.

12. The Company and/or the Cardholder and the Issuer are entitled to terminate the contractual relationship at any time in writing without stating reasons. The Company notifies the Issuer of all changes relating to the card immediately in writing or in any other way accepted by the Issuer, in particular also of the time when Cardholders leave the company. The Company ensures that the cards are invalidated by employees leaving the Company at the latest on their last day of work. The Cardholder shall also be obliged to inform the Issuer if his authority to use the Corporate Purchasing Card is changed or cancelled.

13. The Company will supply the Issuer with all information required for the issuing and use of the Corporate Purchasing Card; in particular, it will confirm – if requested – whether and to what extent the Cardholder is entitled to receive and use a Corporate Purchasing Card.

14. The Issuer processes the information relating to the Company and the Cardholders in connection with the opening or the use of the Corporate Purchasing Card. In order to enable the use of the Corporate Purchasing Card, the Issuer makes available such information to companies of the American Express Group (including joint venture companies).

The Cardholder authorises the Issuer and the Company to exchange all data relating to him (also regarding individual transactions) to the extent that this is required for the review of the application or the handling of the card relationship (including payment collection) as well as for a management reporting to the Company.

The Company authorises the Issuer to obtain any and all information required for assessing its creditworthiness within the framework of reviewing the Corporate Purchasing Card application as well as the subsequent use of the Corporate Purchasing Card from third parties, in particular public offices, credit agencies and the Central Office for Credit Information (ZEK) and/or the offices designated by law for this purpose, such as the Consumer Credit Information Office (IKO) and similar organizations. The Company also agrees that data resulting from its application, from generally accessible documents or in the course of review of the application or the execution of the contract are forwarded to the Central Office for Credit Information and that cases of serious payment arrears as well as similar facts are notified to the ZEK. The ZEK is expressly permitted to make such data accessible to its members.

The Company authorises the Issuer to propose to the Company products and services associated with the contractual relationship (including corporate loyalty programmes), as well as insurance and other financial services (also provided by third parties) in writing or verbally and to send the Company information on such products and services. The Issuer may generate and

evaluate client, consumption and preference profiles for the purpose of developing and offering suitable products. There will be no analysis or processing of data on individual transactions on a client basis (so-called shopping basket analyses). The Company may at any time notify the Issuer in writing that it does not wish to receive information and offers from the Issuer.

The Company and the Cardholder take note that the Issuer may involve other natural or legal persons in Switzerland or abroad in the handling of the Corporate Purchasing Card (including proceeding in accordance with this section 14) and they authorise the Issuer to exchange the data required for handling such other persons, also by means of electronic systems that are operated by third parties. The company and the cardholder acknowledge that the data transmitted abroad may not be protected, or not in the same way as under the Swiss law.

The Issuer is authorised to transfer and/or offer this contractual relationship or individual claims and/or obligations arising therefrom to third parties (e.g. payment collection companies) in Switzerland and abroad and may give such third parties access to the associated data to the extent necessary.

The Company and the Cardholder take note that a procedure pursuant to section 14 may result in third

parties acquiring knowledge of the contractual relationship with the Issuer and hereby release the Issuer from any duty of confidentiality to the extent necessary.

The Company and the Cardholder take note that the Issuer is not a bank and that the cardholder relationship as well as related information is therefore not subject to the provisions relating to banking secrecy.

15. The contractual relationship is governed by Swiss law. The place of jurisdiction is determined by the relevant binding legal provisions. Should these provisions not be applicable, the exclusive place of jurisdiction for all proceedings is Horgen, which is also deemed to be the place of performance and place of enforcement for Cardholders domiciled outside Switzerland. The Issuer also has the right to bring action against the Cardholder before the competent court or competent authority of his place of residence.

16. The processing services and the day-to-day handling of the Corporate Purchasing Card are carried out by American Express Services Europe Ltd., Brighton, to which any notices in connection with this contractual relation are to be sent and which administers all rights and obligations of the Issuer concerning this contract.

17. These terms and conditions replace all previous terms and conditions. The Issuer reserves the right to change these terms and conditions, the fees and

the possible uses of the Corporate Purchasing Card (including card-related services) at any time. Changes are notified in suitable form and shall be deemed as approved unless notice of termination of the card is given and takes effect before the changes take effect.

18. The Issuer may communicate fees and other conditions relating to the Corporate Purchasing Card as well as their changes in suitable form also only towards the Company. The Company has to ensure that the Cardholders are informed correspondingly. The Cardholder authorises the Company to make and receive all declarations relating to the Corporate Purchasing Card also with effect for him.

Version 07/2015