

**GENERAL TERMS & CONDITIONS**  
OF AMERICAN EXPRESS ACCEPTANCE  
(GTCS) – SWISSCARD AECS GMBH



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**“Acceptance”** or **“accept”**: Acceptance of Cards by the Merchant for payments by Cardholders.

**“Advance Charge”**: A Charge made before the Merchant has delivered the goods and/or provided the services to the Cardholder.

**“Agreement”**: The application for Card Acceptance approved by Swisscard, together with the current version of the GTCs and the PCI DSS compliance policy for Merchants.

**“American Express SafeKey”**: A procedure used by American Express to reduce fraudulent Digital Orders in accordance with industry-standard 3-D Secure specifications.

**“Approval”**: Confirmation given by Swisscard to the Merchant that a Card is valid and/or not blocked, and that no limit will be exceeded (cf. item 6). An Approval:

- does not entitle the Merchant to payment,
- runs automatically in the background during a payment using a Terminal, in which case Swisscard or American Express issues the Approval together with the requested amount.

**“Card”** or **“Cards”**: A Payment Card issued under licence by American Express Limited or other methods authorised by Swisscard for initiating cashless payments, e.g. a virtual Card stored on a Mobile Device.

**“Card Data”**: The Card Number, Expiry Date, CID, data of the Card’s magnetic stripe and chip, as well as the Cardholder’s PIN.

**“Cardholder”**: The holder of a Card.

**“Card Identification Number”** or **“CID”**: A four- or three-digit number printed on the front or back of the Card that the Card Issuer uses as an additional means of identification.

**“Card Issuer”**: An issuer of American Express Cards licensed by American Express Limited.

**“Card-Not-Present Transaction”**: A Transaction in which neither the Cardholder nor the Card is present on the Merchant’s business premises or in which the Merchant cannot prove that they are present.

**“Card-Present Transaction”**: A Transaction during which the Cardholder and Card are present (physically or stored on a Mobile Device) on the Merchant’s business premises. All other Transactions fall under the definition of a “Card-Not-Present Transaction”.

**“CDCVM”**: (abbreviation for “Consumer Device Cardmember Verification Method”): A method by which American Express Cardholders are verified during an eWallet payment.

**“Charge”**: The Merchant instructs Swisscard to credit the invoice amount, to its account for Services that the Cardholder wishes to pay for by Card. Swisscard will cause the amount to be debited from the Cardholder’s account.

**“Chip Card”**: A Card with a chip on which payment-relevant data is stored.

**“Contactless Technology”**: A technology that enables the transmission of Transaction Data from Chip Cards or Mobile Devices to a Terminal without physical contact, in Card-Present Transactions.

**“Credit”**: The Merchant instructs Swisscard to debit all or part of the invoice amount for a previously submitted Charge and to credit, or cause to be credited, the corresponding amount to the Cardholder (e.g. when the Cardholder exercises warranty or return rights).

**“Customer Receipt”**: A Receipt for the Cardholder that is handed over or sent by the Merchant.

**“Data Breach”**: Suspected or actual unauthorised access to Card data.

**“Digital Card Number”**: Also known as an “alias” or “token”; this is a reference number that Swisscard or the Merchant uses instead of the Card Number in order to make Transactions more secure and to prevent third parties from obtaining the actual Card Number.

**“Digital Marketplace”**: An online platform on which the Merchant offers its own Services or those of third parties.

**“Digital Order”**: The Cardholder orders a Service with the intention to pay for it with the Card via a website or other electronic medium (e.g. in-app orders or by e-mail, etc.).

**“Disputed Charge”**: A Charge (or parts thereof) that the Cardholder disputes.

**“Electronic Address/Means of Communication”**: E-mail address or mobile phone or mobile phone number.

**“Electronic Communication”**: Communication using the Electronic Address.

**“EMV”**: (Abbreviation for “Europay, Mastercard and VISA”) is a common standard of Mastercard and VISA for Chip Cards and the related chip readers (hardware Terminals).

**“eWallet”**: An application stored on a Mobile Device with a Card payment function supported by Swisscard or American Express.

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

**“GTCs”** or **“General Terms & Conditions of American Express Acceptance”**: These Terms & Conditions for the Acceptance of American Express Cards.

**“Hardware Terminal”**: A stationary or Mobile Device (mPOS Terminal) through which the Merchant processes Transactions. This also includes systems integrated into cash register systems, fuel dispensers, etc.

**“Imprinter”**: A device used by the Merchant to capture Card data (excluding the CID) using carbon copy paper. This requires the Cardholder’s name and credit card number to be embossed on the Card in raised characters.

**“In Writing”**: Documented in text form and provided with hand-written signature(s) or qualified electronic signature(s) that are legally valid under Swiss law. Such signatures must be provided on behalf of the Merchant by persons authorised to sign for it according to the commercial register.

**“Masked Card Number”** or **“Masked Digital Card Number”**: A card number in which no more than the first six and last four digits are readable (PCI DSS Standard).

**“Merchant”:** A company with which Swisscard has entered into a Contract, including its subsidiaries, branch offices and other acceptance points registered with Swisscard (item 16).

**“Merchant Number”:** A number assigned by Swisscard that identifies the Merchant and Point of Sale.

**“Merchant Receipt”:** A Receipt, with or without the Cardholder’s signature, which is retained by the Merchant.

**“Mobile Device”:** An electronic mobile Terminal (e.g. smartphone, tablet, computer or other device), that the Merchant or Cardholder can use to process a payment using an eWallet.

**“mPOS Terminal”:** A mobile card reader through which the Merchant processes the Transaction using a Mobile Device (e.g. smartphone) and an app.

**“No-Show”:** The Cardholder does not make use of a previously booked or reserved Service and fails to cancel it or cancels too late.

**“Notices”:** Decals, electronic logos or other marketing materials provided by Swisscard or American Express indicating to customers that the Merchant accepts Cards as a means of payment.

**“Payment Service Provider”:** A third party that transmits Transaction Data on behalf of the Merchant.

**“PCI DSS”:** (abbreviation for “Payment Card Industry Data Security Standards”): A security standard established by the Payment Card Industry Security Standards Council for the payment card industry. For further information, see [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org).

**“PIN”:** (abbreviation for “Personal Identification Number”): A confidential code used by the Cardholder for the purpose of authenticating himself as a legitimate user of a Card.

**“POS Data Code”:** A code generated by the Terminal that enables Swisscard to identify the type of Transaction (e.g. Internet, mail order, Recurring Charge) or the type of Terminal (e.g. Self-Service Terminal) and that is supplied by the Merchant as part of the electronic request for Approval and submission.

**“Receipt”:** A record issued in connection with a Transaction. Receipts may be generated physically or electronically by Terminals or using Imprinters. The definitions of the terms “Merchant Receipt” and “Customer Receipt” appear in alphabetical order above.

**“Recurring Charges”:** Regular Transactions at specified intervals the amount and frequency of which are agreed upon in advance by the Merchant and Cardholder.

**“Security Programme”:** American Express Safe Key Programme or an equivalent programme accepted by Swisscard that enable the verification of the Cardholder’s identity when placing Digital Orders.

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

**“Service Fee”:** A fee that the Merchant pays for the Acceptance and that Swisscard may deduct from the Cardholder’s Transactions.

**“Service” or “Services”:** Goods and Services offered by the Merchant.

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

**“Swisscard”** means Swisscard AECS GmbH, including its agents.

**“Terminal”:** (see definition of “Hardware Terminal” or “Virtual Terminal”).

**“Transaction”:** A Charge or Credit initiated electronically or manually.

**“Transaction Data”:** Data that is processed by Swisscard or authorised third parties during a Transaction (including Card Data).

**“Virtual Terminal”:** An application that can be used by the Merchant to process Card-Not-Present Transactions without a physical Terminal.

Whenever reference is made to persons, the masculine form always refers to individuals of all genders. Unless expressly stated otherwise, references to item numbers shall be understood to refer to items of the GTCs.

In the GTCs, “verifiable/verifiably” means that the information to be substantiated

- is textually documented and the text contains all necessary information as well as the declaration(s) of intent; or
- is textually documented, the text contains all necessary information, and the party bearing the burden of proof:
  - can present a documented process showing how the declaration of intent was given, and
  - can demonstrate that the process was successfully completed.

The party bearing the burden of proof shall, on demand, demonstrate to the other party that an intent was declared and specify the nature of that intent, and shall provide the other party with all documents and further information substantiating it. For example, if the Cardholder declares his intent on an electronic medium by clicking a selection box (e.g. an “Accept” button) using a computer mouse or by tapping it with a finger or a stylus on a touch screen, the relevant information includes:

- all information displayed to the Cardholder (e.g. via print-screens),
- the documented process workflow,
- the confirmations sent to the Cardholder (e-mails, SMS messages, etc.),
- server logs demonstrating that the Cardholder activated the selection box and indicating which information the Merchant sent to the Cardholder before or after the declaration of intent and which is directly related to it.

## I. GENERAL PROVISIONS

The GTCs govern the rights and obligations of Swisscard and the Merchant with respect to Cards that the Merchant accepts as a means of payment at all its points of sale authorised by Swisscard.

Section I applies to both Card-Present and Card-Not-Present Transactions.

Section II applies to certain industries in addition to the General Provisions in Section I.

Section III applies, in addition to Section I and (where applicable) Section II, to Card-Not-Present Transactions.

### 1. Acceptance of the Card

1.1. The Merchant has both the right and the obligation to accept Cards as a means of payment in CHF for all the Services it offers, in accordance with the GTCs. Whenever a Cardholder inquires about available payment methods, the Merchant shall inform the Cardholder that it accepts American Express Cards.

1.2. When a Cardholder wishes to pay with a Card, the Merchant shall treat the Cardholder in a professional and courteous manner and make it understood that the Card is welcome as a means of payment. The Merchant shall neither make acceptance of the Card conditional on a minimum amount nor impose a surcharge for payment by Card.

### 2. Prohibited and Restricted Transactions

2.1. The Merchant shall:

- a) neither debit the Card to disburse cash nor to transfer loans or load other means of payment (e.g. prepaid cards) that are not issued by Swisscard, unless Swisscard has given its prior written consent to such Charges;
- b) submit only such Transactions as arise from its own business operations and fall within the scope of the business purpose it has disclosed to Swisscard in accordance with the Contract. The Merchant shall not submit any Transactions from business operations of third parties (subacquiring is prohibited), except for Digital Marketplaces, travel agencies, or booking platforms that accept payments on behalf of third parties (e.g. tour operators, airlines, railways, hotels), provided that a corresponding agreement exists between the Merchant and the third parties;
- c) not accept the Card if, under the circumstances, it is or should be obvious to the Merchant that the Cardholder is not authorised to use the Card;
- d) not submit any Transactions if the Card is issued in the name of the Merchant or of any related persons or entities and is used to generate revenue without the Merchant providing any Services;
- e) not submit any Transactions if the Transaction is unlawful or involves underlying unlawful Services or an unlawful purpose, or if the Merchant has reason to suspect this based on the circumstances;
- f) submit Transactions only if it holds any official permits that may be required;
- g) not submit any Charges where the price is obviously disproportionate to the value of the Services;
- h) not accept any damaged Card;
- i) not accept the Card for the following Services:
  - (i) games of chance, lotteries or the like (other than state-recognised lotteries or where otherwise agreed between the Merchant and Swisscard);

- (ii) sexual services, prostitution, escort services and fee-based Services of "adult sites" (pornography, etc.);
- (iii) door-to-door sales;
- (iv) claims for damages, contractual penalties, fines or pecuniary penalties, unless the Merchant is a government agency or a federal public entity (without prejudice to special provisions concerning vehicle rental, cf. item 24.1 et seq.);
- (v) overdue receivables in collection proceedings or receivables arising from transactions with other Cards, unless Swisscard has given its prior written consent to such Charges;
- (vi) any further Services, as notified by Swisscard.

2.2. The Merchant may split Charges into multiple partial amounts across different Cards ("splitting") only if Swisscard has given prior, specific approval by telephone for each partial amount, the total amount, and the splitting itself.

### 3. Legal Relationship between Merchant and Cardholder

- 3.1. The Merchant shall resolve any objections and defences arising from transactions directly with the Cardholders, particularly if the Cardholders complain and dispute Transactions or Services. The foregoing shall be without prejudice to the rules on Credits (item 8) and Disputed Charges and chargebacks (item 11).
- 3.2. The Merchant shall assert legal claims against the Cardholder only if Swisscard has not reimbursed the Merchant for Transactions processed via the Card.

### 4. Principle: Electronic Billing

- 4.1. The Merchant shall use only such Terminals as have been certified according to the latest PCI DSS Standard and the specifications of the licensor American Express. The Merchant shall properly configure and operate each Terminal exclusively for Card-Present Transactions in Switzerland and Liechtenstein and use the Terminal only for the types of Transactions for which it is configured. This means, for example, that a Terminal configured exclusively for Card-Present Transactions shall not be used for other types of Transaction (e.g. telephone orders).
- 4.2. The Merchant is responsible for the purchase, installation, operation and maintenance of the Terminal as well as its customisation to Swisscard's specific requirements.
- 4.3. The Merchant shall take appropriate and reasonable measures to ensure that its employees and third parties within its sphere of influence cannot view Card Data or the Terminal without authorization, or otherwise use such data in an unauthorised, improper, or fraudulent manner. The Merchant shall train its employees in using the Terminal correctly.
- 4.4. The Merchant shall engage only those Payment Service Providers that are certified to process Transactions in accordance with the latest PCI DSS rules and the specifications of the licensor, American Express. The related costs shall be borne by the Merchant.
- 4.5. The Merchant shall process Transactions via the electronic billing system in CHF. In a Card-Present Transaction, the cardholder shall present the Card and the Merchant shall follow the procedure described in items 4.6 to 4.10. The Terminal reads the Card Data and the Merchant follows all the Terminal instructions.
- 4.6. Chip Cards: If so instructed by the Terminal:
  - a) the Cardholder enters his PIN Code during a Chip-with-PIN Transaction. If the Cardholder does not

- know or no longer remembers his PIN Code, or if the System does not allow any further PIN input, the Merchant shall not accept the Card — neither through the fallback procedure described in item 4.9 nor through the manual procedure set out in item 5);
- b) In a Chip-without-PIN Transaction, the Merchant shall have the Cardholder personally sign the Receipt issued by the Terminal showing the Gross Transaction Amount and shall comply with items 4.8a) to 4.8c).
- 4.7. Contactless Function: if the Terminal indicates that the Cardholder must enter his PIN for the Transaction, the Merchant shall comply with item 4.6a). For eWallet-Contactless-initiated Transactions, CDCVM is used, provided that both the Mobile Device and the POS Terminal are CDCVM-compatible.
- 4.8. Cards without Chip: For Transactions with a Card without a Chip, or if the Terminal cannot read the Chip (e.g. due to Terminal malfunctions), the Merchant shall follow the instructions displayed on the Terminal and swipe the Card to read the magnetic strip. The Merchant shall ensure that the Cardholder personally signs the Receipt issued by the Terminal. If supported by the Terminal, the Cardholder shall sign directly on the Terminal's display. The Merchant:
- compares the last four digits of the Card Number with the last four digits on the Transaction Receipt;
  - ensures that the name printed on the Transaction Receipt (if present) matches the name on the front of the Card;
  - checks whether the signature on the Transaction Receipt or on the Display matches the signature on the Card. If the Card does not have a signature field or is unsigned, the Merchant shall verify the Cardholder's identity (first and last name, photo, signature) based on an official identity document.
- 4.9. Fallback procedure: if the Terminal is also unable to read the magnetic strip on the Card, the Merchant shall enter the Card Number and Expiry Date into the Terminal by hand. The Cardholder shall sign the Receipt issued by the Terminal. The Merchant shall verify the information in accordance with items 4.8a) to 4.8c). The Merchant hereby acknowledges that Swisscard may charge back Transactions processed via the fallback procedure in accordance with item 11.2.
- 4.10. As an alternative to the fallback procedure, the Merchant may bill the Transaction manually using the Imprinter in accordance with item 5, provided that the corresponding requirements are met. The Merchant shall comply with item 6.
- 5. Exception: Manual Billing**
- 5.1. The Merchant may perform manual billing only if the billing system is out of order and the Card:
- has an Expiry Date that has not expired, and
  - includes a card security code (CID).
- 5.2. The Merchant shall use an American Express Transaction Receipt and complete it with the following clearly legible information:
- Card Number,
  - Expiry Date,
  - Cardholder's Name,
  - Merchant's Name and Address
  - Merchant Number,
  - Gross Transaction Amount,
  - Date, and
  - the Approval Code granted by Swisscard (cf. item 6.5).
- The Merchant shall ensure that the Cardholder signs the American Express Transaction Receipt. The Merchant shall verify all the information in accordance with items 4.8a) to 4.8c).
- 5.3. If the Cardholder's name and the credit card number are embossed on the physical Card in raised characters, the Merchant shall issue the American Express Transaction Receipt using an Imprinter.
- 5.4. If the Merchant does not have an Imprinter or if the Cardholder's name is not embossed on the physical Card in raised characters, the Merchant may perform manual billing, subject to obtaining the Approval Code in advance. In the process, the Merchant shall note all the data on the American Express Transaction Receipt in accordance with item 5.2. The Merchant hereby acknowledges that Swisscard may charge back the Transaction in accordance with item 11.
- 5.5. Swisscard may charge additional Service Fees for manually submitted Charges.
- 6. Approval of Charges**
- 6.1. Before each Charge, the Merchant shall obtain Approval from Swisscard for the Gross Transaction Amount.
- 6.2. If the Merchant has a Terminal, it shall obtain Approval for the Charge electronically.
- 6.3. If the Merchant does not have a Terminal, there is no connection between the Terminal and Swisscard or the Terminal is unable to read either the Chip or the magnetic strip, then the Merchant shall obtain Approval for the Charge by telephone.
- 6.4. Swisscard merely checks whether the Card is blocked or whether a limit would be exceeded. An Approval constitutes neither a promise to pay nor a confirmation that the Cardholder is the person who is conducting the Transaction.
- 6.5. If Swisscard approves the Charge, it shall transmit an Approval Code to the Merchant either electronically or by telephone; if by telephone, the Merchant shall record it on the Receipt.
- 6.6. Even if Swisscard authorises a Charge, the Merchant must continue to comply with all the provisions of the GTCs, otherwise Swisscard may charge back the Charge in accordance with item 11, even if an Approval Code has been granted.
- 7. Receipt**
- 7.1. For each Transaction performed with the Card, the Merchant shall issue a clearly legible Receipt.
- 7.2. Each electronically issued Receipt shall state the following information:
- Masked Card Number or Digital Card Number,
  - Transaction date,
  - Gross Transaction Amount,
  - Approval Code,
  - Name and address of the Merchant or name of the Digital Marketplace,
  - Terminal ID and, if available, the Merchant Number,
  - the Cardholder's signature, if required by the GTCs,
  - all further information that may be requested by Swisscard.
- 7.3. The Card Identification Number (CID) shall not be printed or otherwise recorded on the Receipt.
- 7.4. The Merchant shall not modify the information on the Receipts.
- 7.5. The Merchant shall give the Customer Receipt to the Cardholder.
- 7.6. The Merchant shall store the Merchant Receipt along with the daily balances and other records and information concerning the Service provided (e.g. detailed and/or consumption Receipts, etc.) in a safe place for the duration prescribed by law, at least 18 months after the Transaction date. The Merchant shall promptly provide Swisscard with photocopies of the aforementioned Receipts and other records immediately upon request and within ten (10) calendar days at the latest. The Merchant shall provide the signed original Merchant Receipts.

## 8. Credit

- 8.1. The Merchant shall initiate a Credit for an amount not exceeding the original Gross Transaction Amount.
- 8.2. The Merchant shall also issue a Receipt for Credits that contains all the information under item 7.2 except the Approval Code. The Merchant shall submit Credits to Swisscard within ten calendar days.
- 8.3. Swisscard may set off an amount credited to the Cardholder against the Merchant's receivables or reclaim such amount from the Merchant. The Merchant shall repay the requested amount to Swisscard within ten (10) calendar days.
- 8.4. The Merchant shall agree with Swisscard in advance before issuing Credits relating to manually billed Charges and shall use an appropriate Credit Voucher for each such Credit.

## 9. Submission of Transactions

- 9.1. The Merchant shall submit Transactions to Swisscard within ten (10) calendar days of the Transaction date. If the Merchant submits Transactions late, Swisscard may refuse to settle them or may charge back previously settled Charges, e.g. in the case of Disputed Charges.
- 9.2. The Merchant shall only submit Transactions:
  - a) using the Merchant Number assigned by Swisscard for the relevant business area; and
  - b) if the Cardholder has authorised the Gross Transaction Amount (e.g. by entering the PIN, by signing, or in accordance with the process for the Contactless Function set out in item 4.7).
- 9.3. In the case of manual billing, the Merchant shall send Swisscard copies of the Receipts by post. If the Merchant uses an encryption technique approved by Swisscard (e.g. Secure Mail), it may also submit the Receipts by e-mail.

## 10. Disbursement

- 10.1. Swisscard shall disburse the Charges to the Merchant in CHF, less the agreed Service Fees, any submitted Credits, and any other amounts the Merchant owes to Swisscard, unless agreed otherwise with Swisscard.
- 10.2. Swisscard may withhold disbursements until it has clarified whether the Transaction was initiated by the Cardholder or by an unauthorised person.
- 10.3. If the Merchant breaches the GTCs, the relevant Charge shall be deemed invalid, and the Merchant shall have no claim against Swisscard for settlement of the Charge or fulfilment of any related obligations. Swisscard may withhold the disbursement or charge it back in accordance with item 11. If Swisscard nevertheless disburses such a Charge to the Merchant, this shall not establish any payment obligation.
- 10.4. Swisscard shall state the amount of the payments in the remittance advices pursuant to item 10.1, which it will provide to the Merchant at the agreed frequency (monthly or more often) and in the agreed manner (by post, by e-mail, in the app, or via online access). Swisscard may communicate the payments in bundled/aggregated form pursuant to 10.1 and charge fees for remittance advices in paper form. The Merchant may opt out of receiving remittance advices.
- 10.5. The Merchant shall verify each of the remittance advices received. Moreover, regardless of whether it receives the remittance advices, the Merchant shall verify that the correct amount has been received on its bank account.
- 10.6. The Merchant shall complain to Swisscard of any incorrect remittance advices and/or disbursements within 30 days (by telephone, by post, or via the designated e-mail address) after receipt of the remittance advice, the date of receipt of payment, or the date on which the payment could reasonably be expected.

- 10.7. If Swisscard has made disbursements to the Merchant that were not owed according to the GTC, Swisscard may:
  - a) set off the overpaid amount against future disbursements, or
  - b) demand repayment of the overpaid amount from the Merchant, which shall become due and payable immediately.Swisscard may charge statutory default interest on the overpaid amount for the period from the date of disbursement until the date of repayment by the Merchant.
- 10.8. Swisscard shall transfer disbursements to the bank account specified by the Merchant.

## 11. Disputed Charges and Chargebacks

- 11.1. The Merchant shall answer Swisscard's inquiries about Disputed Charges as quickly as possible, at the latest within fourteen (14) calendar days following the date of inquiry. It shall send the requested Receipts and documents in a verifiable manner so that Swisscard can clarify the Disputed Charge with the Cardholder. If the Merchant responds to the queries in an unsatisfactory or untimely manner, Swisscard may withhold the disbursement or charge back the disputed amount. If the Merchant uses an encryption technique approved by Swisscard (e.g. Secure Mail), it may also send Swisscard the requested Receipts and documents by e-mail.
- 11.2. Swisscard may charge back a Transaction if:
  - a) the Cardholder disputes a Charge and the Merchant in the Card-Present Transaction is unable to demonstrate that the Card (physically or in the form of an e-Wallet) was used at the Terminal or Self-Service Terminal and/or
  - b) the Cardholder disputes a Charge with his Card Issuer, e.g. because pursuant to the applicable statutory provisions or the Merchant's GTCs,
    - (i) the service order or product order was cancelled
    - (ii) the delivered goods were defective or did not match the order, and/or
    - (iii) the Cardholder sent back the delivered goods, and/or
  - c) the Cardholder disputes a Card-Not-Present Transaction and denies having ordered or received the Service, and/or
  - d) the Cardholder disputes a Card-Not-Present Transaction that the Merchant processed without American Express SafeKey or other Security Programme in accordance with item 28.1, and/or
  - e) if the Merchant accepts a Transaction at a Self-Service Terminal even though entry of the PIN was not possible — e.g. due to the absence of a PIN pad — and the Cardholder disputes the Transaction. Excluded from the foregoing are Contactless Transactions below the Contactless Limit set for the Card, where the Cardholder is not required to enter a PIN; and/or
  - f) the Merchant has breached its obligations under the GTCs.This list is not exhaustive.
- 11.3. Swisscard may set off chargebacks against outstanding disbursements or require the Merchant to reimburse Swisscard within no more than ten (10) calendar days.
- 11.4. Previously charged-back amounts that Swisscard subsequently recovers from the Card Issuer in the context of Disputed Charge proceedings or arbitration shall be forwarded to the Merchant.

## 12. Notices / Advertising

- 12.1. The Merchant shall display Notices and other advertising materials provided by Swisscard as prominently as those for other payment methods. If Swisscard mod-

- ifies the Notices or advertising materials it has provided, the Merchant shall promptly replace the old materials with the new ones. The Merchant may opt out of posting such Notices and advertising material on its premises if it also refrains from posting any such Notices for other payment methods. The same rule applies if the Merchant publishes Notices on electronic media such as the internet, apps and social media.
- 12.2 The Merchant shall exclusively use Swisscard-approved Notices, business names, logos, trademarks, advertising materials, etc.
- 12.3. All Notices and advertising materials shall remain the property of Swisscard.
- 12.4. The Merchant shall use business names, logos, wordmarks, etc. of Swisscard and/or American Express in its marketing materials only if Swisscard has verifiably granted its prior consent and only in accordance with the items 12.1, 12.2 and 12.3. If Swisscard modifies such elements or Notices, the Merchant shall promptly adapt its marketing materials accordingly, at its own expense. Swisscard may revoke its consent at any time, in which case the Merchant shall promptly destroy the marketing materials at its own expense.
- 12.5. The Merchant shall refrain from any act that could harm the reputation of, or jeopardise, either the American Express or the Swisscard brands.
- 12.6. Swisscard may use the name or trade name, address (including website) as well as the Logo of the Merchant and of the individual acceptance points in generally accessible Merchant directories and in any communication concerning the acceptance of Cards by the Merchant.
- 13. Customer Service and Communications**
- 13.1. The Merchant may contact Swisscard using the telephone number and postal address communicated by Swisscard.
- 13.2. Swisscard and the Merchant may use Electronic Means of Communication if so provided for by Swisscard (e.g. to dispute payments in accordance with item 10.6). Swisscard may reject or refrain from answering inquiries sent by the Merchant using a form of communication for which Swisscard has not provided. Swisscard may require the Merchant to communicate sensitive information or changes concerning the Agreement (e.g. banking details, legal form, or address) via non-Electronic Means of Communication.
- a) Any communication sent by Swisscard to the most recent delivery or e-mail address duly specified by the Merchant shall be deemed duly delivered. The date of dispatch shall be deemed the delivery date. For communications sent physically, the delivery date shall be deemed the date on which receipt at the physical postal address can be expected, taking delivery periods into account. Unless otherwise stipulated in the GTCs, time limits shall commence on the delivery date, and the legal consequences set out in the Swisscard communication shall apply (e.g. approval of amended provisions of the Acceptance Agreement or the GTCs).
- 13.3. By communicating its Electronic Address to Swisscard, the Merchant consents to being contacted by Swisscard via that address (e.g. by e-mail, SMS, MMS, or telephone call). This is particularly true of:
- a) important or urgent communications, e.g. fraud alerts, requests to make contact, and notifications concerning amendment of the provisions of the Acceptance Agreement or GTCs.
- b) information about the relationship with the Merchant, e.g. notices of delivered communications, payment reminders or information about the Acceptance Agreement.
- c) offers as defined in item 15.1 c).
- d) confirmation or activation codes (e.g. mTANs) used as a means of identification.
- 13.4. The Merchant may reply using the corresponding communication channel indicated by Swisscard in the communication (e.g. reply by SMS to inquiries about fraud alerts). If the Merchant does not desire any communications from Swisscard via the Electronic Address, the Merchant shall ask Swisscard to delete the corresponding contact information.
- 13.5. In the case of Electronic Communication, data is transported over open networks that are publicly accessible to everyone (e.g. the Internet or mobile networks). Such communications may be sent: unencrypted (e.g. SMS messages), across borders (even if both the sender and receiver are located in Switzerland), with the services of third-party providers (e.g. network operators, terminal manufacturers, operators of terminal operating systems and of app-downloading platforms). With Electronic Communications, third parties may view, modify, delete, or misuse data unnoticed and without authorisation. In particular, the following risks exist:
- a) Third parties may infer that a business relationship exists, existed in the past or will exist in the future.
- b) The identity of the sender can be simulated or tampered with.
- c) Third parties may gain access to the Merchant's Terminal, tamper with the Terminal and misuse the Merchant's means of identification.
- d) Malicious software (e.g. viruses) and other disturbances can spread on the Terminal and prevent Electronic Communication with Swisscard.
- e) Carelessness (e.g. in connection with security measures on the terminal) or inadequate knowledge of the system can facilitate unauthorized access.
- 13.6. Electronic Means of Communication may be interrupted or blocked by Swisscard at any time, entirely or with respect to certain services, particularly if there is reason to suspect misuse. By disclosing its Electronic Address or using any Electronic Means of Communication, the Merchant accepts the related risks and any related supplementary terms of use.
- 14. Data Protection and PCI DSS**
- 14.1. The Merchant shall treat Card Data and Transaction Data securely and confidentially; this responsibility extends to third parties used by the Merchant.
- 14.2. The Merchant shall comply with applicable data protection law and cooperate appropriately with Swisscard to ensure data protection.
- 14.3. The Merchant shall comply with the currently applicable "Swisscard PCI DSS and Security Requirements Policy for Merchants"; document such compliance, and make such documentation available to Swisscard. If the Merchant is unable to demonstrate such compliance, Swisscard may pass on to the Merchant any contractual penalties imposed by the licensor (American Express Limited). The foregoing shall be without prejudice to further claims by Swisscard under item 17. The above mentioned "Swisscard PCI DSS and Security Requirements Policy" forms part of the GTCs and may be downloaded from [www.swisscard.ch/en/legal-conditions-and-information](http://www.swisscard.ch/en/legal-conditions-and-information) or obtained from Swisscard.
- 14.4. The Merchant shall not disclose Card Data to any unauthorised third parties.
- 14.5. The Merchant shall neither transmit unencrypted Card Data nor ask the Cardholder to do so.
- 14.6. The Merchant shall not make photocopies of Cards.
- 14.7. The Merchant shall require its employees, other vicarious agents, and any third parties it engages who

- have access to Card Data or Transaction Data to comply with applicable data protection law, the PCI DSS regulations, and the "Swisscard PCI DSS and Security Requirements Policy for Merchants". The Merchant shall monitor such compliance on a regular basis.
- 14.8. Neither the Merchant nor any third parties engaged shall use, store or disclose the Card Data and Transaction Data otherwise than as provided in the GTCs.
- 14.9. The Merchant shall promptly notify Swisscard by telephone, within twenty-four (24) hours at the latest, if it identifies or suspects a Data Breach. In such a cases, it agrees that Swisscard may have a certified audit firm prepare an audit report. The audit firm shall investigate the circumstances of the Data Breach while at the same time verifying whether the Merchant complied with the PCI DSS. In that case, the Merchant shall fully cooperate with the audit firm and remedy any security deficiencies within the time limit set by Swisscard. If the audit firm determines that the Merchant has failed to comply with the PCI DSS requirements or the applicable data protection law, the Merchant shall remedy the deficiencies at its own expense and bear the costs of the audit report and any compensation for damages.
- 14.10. Swisscard may inform Cardholders, Card Issuers, other participants in the American Express Network, and the public, within the scope of applicable law, of any Data Breach, in order to mitigate risks of fraud and damage and to ensure the continued operation of the American Express Network.
- 15. Data Processing by Swisscard**
- 15.1. Swisscard processes the Merchant's data, particularly for the following purposes:
- To review the application and perform the Agreement (particularly in order to process Transactions, combat fraud, and manage risks). Swisscard may forward such data to American Express companies worldwide in order to set up the Merchant in the American Express card systems. Swisscard may retrieve information (e.g. regarding the address, credit rating) from public authorities, from the postal service and the Merchant's bank, as well as credit and business information services (e.g. the Swiss Central Office for Credit Information (ZEK)).
  - To comply with supervisory law, official orders, national or international sanctions, other binding requirements or internal compliance rules. For that purpose, Swisscard may also exchange information about the Merchant with group companies.
  - For marketing and market research purposes, particularly in order to develop products and services related to the Card as well as other offers (including those from third parties), to enable targeted communications to Cardholders, and to offer the Merchant additional products or services (including from third parties) by post, telephone, or electronic means (e.g. by e-mail). The Merchant may at any time verifiably opt out of receiving such offers in accordance with this item c).
- 15.2. Further information about data processing may be found in the current Privacy Statement, which the Merchant or third parties may request from Swisscard or which can be viewed online at any time using the following URL ([www.swisscard.ch/en/legal-conditions-and-information](http://www.swisscard.ch/en/legal-conditions-and-information)). As a result of Swisscard's data processing in connection with the Agreement and the Privacy Statement, third parties may gain access to the Merchant's data. To that extent, the Merchant hereby releases Swisscard from any non-disclosure obligations.
- 15.3. Whenever the Merchant transmits data of third parties to Swisscard (e.g. in the context of Disputed Charges), Swisscard assumes that the Merchant is authorised to do so and that the data is correct. The Merchant shall inform the third parties that Swisscard processes their data and refer them to the Privacy Statement.
- 16. Merchant Duties of Care and Information**
- 16.1. The Merchant shall promptly notify Swisscard if it becomes aware of or suspects that Card Data is being misused or if it notices a disproportionately high number of declined Transactions.
- 16.2. Swisscard may issue instructions to the Merchant aimed at preventing unlawful use of the Card. Such instructions shall take effect immediately and shall be fully complied with by the Merchant
- 16.3. The Merchant shall promptly notify Swisscard In Writing of any change in the data that the Merchant has indicated in the Contract, particularly if:
- the legal form of the company changes, in which case the Merchant shall submit a new application;
  - the business address, delivery address, e-mail address or banking details change; communications sent by Swisscard to the most recently validly designated delivery or e-mail address shall be deemed duly delivered; in the event of a change in banking details, the Merchant shall complete the Swisscard Change of Bank form and submit it to Swisscard with a legally valid signature;
  - the Merchant's ownership or control structure changes (e.g. change of lessee), or if it sells or leases its company. The Merchant shall provide Swisscard with detailed information at least 30 calendar days in advance (e-mail is sufficient); in this case, the Merchant shall submit a new application;
  - there is a change in the nature of the products or services offered by the Merchant; if the Merchant's business purpose recorded in the commercial register changes, the Merchant shall provide Swisscard with an up-to-date commercial register extract;
  - the Merchant opens a new branch in Switzerland or Liechtenstein; in which case, if it has had the new branch registered in the commercial register, the Merchant shall provide Swisscard with the corresponding commercial register extract;
  - the Merchant also wishes to accept the Card for Card-Not-Present Transactions in the future. In addition, the Merchant shall inform Swisscard of any new Payment Service Providers, together with any further documentation;
  - the Merchant changes its Payment Service Provider;
  - the Merchant or a third party files a petition for bankruptcy against the Merchant, in which case the Merchant shall provide Swisscard with detailed information about the status of the bankruptcy proceedings;
  - the Merchant decommissions or replaces Terminals, or intends to use other types of devices; likewise the Merchant shall promptly inform Swisscard of any timely submitted Charges that were not reimbursed within a reasonable period.
- 16.4. The Merchant shall provide Swisscard with a list of addresses of all branches where the card is accepted and promptly notify Swisscard of any changes to this list.
- 16.5. Merchants shall not transfer Terminals to third parties or take over Terminals from third parties without Swisscard's prior approval. The Merchant shall be liable for any resulting damage if it transfers to third parties Terminals that have not been authorised by Swisscard.
- 17. Liability and Limitation of Liability**
- 17.1. If the Merchant breaches the GTCs, the Merchant

shall be liable to Swisscard for any resulting damage it incurs. Swisscard may pass on to the Merchant any third-party claims for damages as well as penalties and/or processing fees charged by American Express (e.g. for breaches of the PCI DSS as defined in item 14). The Merchant shall be liable for the acts and omissions of its vicarious agents and any third parties it engages as though they were its own.

- 17.2. Swisscard shall be liable in cases of intent or gross negligence and hereby excludes all other liability to the extent permitted by law. In particular, Swisscard shall not be liable for any failure of telecommunication or data processing systems (e.g. Terminals), for any system malfunctions, data losses or disruptions, for faulty connections to the data centre, or for any damage resulting from malfunctions or interruptions in operations. This shall apply regardless of whether such defects or irregularities are attributable to software or hardware, human error, or other causes.

## 18. Contractual Term, Termination

- 18.1. The Agreement shall be deemed legally valid when the Merchant signs the application in a legally binding manner or submits it in any other form acceptable to Swisscard and Swisscard accepts same. Swisscard shall accept the application by opening the Merchant's account in the American Express System. The Merchant hereby waives receipt of a countersigned copy of the application form. Notwithstanding the foregoing, Swisscard shall confirm its acceptance of the Agreement to the Merchant and notify the Merchant of the contract number.
- 18.2. This Agreement shall be entered into for an indefinite period. Either party may terminate the Agreement by giving thirty (30) calendar days' notice to the end of any month, without stating any reasons. The contractual obligations shall remain fully in effect until the termination of the Agreement.
- 18.3. Notwithstanding item 18.2, Swisscard may terminate or block the Agreement at any time without notice if the Merchant has materially breached the GTCs, or if one or more events occur which, in Swisscard's judgment, could result in the Merchant no longer being able to comply with the GTCs. This shall apply in particular:
- if it becomes apparent that the Merchant is in material breach of the GTCs;
  - if the Merchant discontinues a substantial part of its business operations;
  - in the event of repeated instances of fraud or complaints by Cardholders, Swisscard may prohibit the Merchant from accepting Cards for Digital Orders. In this case, Card-Present Transactions will continue to be permitted;
  - if more than eight percent (8%) of the business volume submitted by the Merchant — or such other percentage as has been notified to the Merchant in advance — cannot be successfully collected from Cardholders by Swisscard;
  - if changes pursuant to item 16.3 could be detrimental to Swisscard;
  - if Swisscard would be exposed to legal, regulatory or reputational risks if it continued to perform the Agreement;
  - if the Merchant has not submitted any Charges over a period of 12 consecutive months. If the Merchant wishes to continue the business relationship, it must contact Swisscard.
- 18.4. Upon termination of the Agreement, the Merchant shall promptly remove the company name, the Notices, and all other materials and equipment provided by Swisscard and/or American Express.
- 18.5. The Merchant shall promptly submit all Transactions

prior to termination of the Agreement. The GTCs shall continue to apply to Transactions processed by Swisscard after termination of the Agreement.

- 18.6. If Swisscard terminates the Agreement and still has claims against the Merchant, it may retain the Merchant's credit balance and set it off against such claims.
- 18.7. The following provisions shall remain in effect after termination of the Agreement: item 3 [Legal Relationship between Merchant and Cardholder], item 7.6 [Retention Obligation], item 10 [Disbursement], item 11 [Disputed Charges and Chargeback], item 14 [Data Protection and PCI DSS], item 15 [Data Processing by Swisscard], item 17 [Liability and Limitation of Liability], item 19 [Miscellaneous], as well as item 20 [Governing Law and Place of Jurisdiction].
- 18.8. The Merchant shall immediately notify all Cardholders on whose account it submits Recurring Charges pursuant to item 23 that its Agreement is terminated. If so requested by Swisscard, the Merchant shall continue to accept Cards for a period of up to 90 days after termination of the Agreement.

## 19. Miscellaneous

- 19.1. These GTCs replace the previous terms and conditions governing Acceptance of American Express Cards between Swisscard and the Merchant. Swisscard may change or supplement these GTCs or the other terms of the Agreement (including Service Fees, technical requirements, etc.) at any time. Swisscard shall notify the Merchant of any such changes in an appropriate manner. If the Merchant fails to terminate the Agreement by the deadline designated in the notice of change or before the change takes effect, then the change shall be deemed accepted.
- 19.2. The Merchant shall treat as confidential the commercial aspects of the cooperation with Swisscard.
- 19.3. The Parties shall replace any inoperative or unenforceable provision with an operative provision that most closely approximates the originally intended purpose. The other provisions shall remain in force unchanged.
- 19.4. The Merchant shall not off-set any claims against Swisscard's claims.
- 19.5. Swisscard may record and store conversations and other forms of communication with the Merchant for evidentiary, quality assurance, and training purposes.
- 19.6. Swisscard may assign this Agreement, or individual rights and/or obligations arising hereunder, to third parties (such as debt collection agencies) in Switzerland or abroad and, to the extent necessary, may grant such third parties access to data related to the contractual relationship (including due diligence data). The assignment shall include the right of further assignment both within Switzerland and abroad.
- 19.7. The Merchant shall not assign to third parties the rights and obligations arising from this Agreement, whether as a whole or individually, before Swisscard has consented thereto in writing. In particular, the Merchant shall not assign any claims against Swisscard to third parties.
- 19.8. If the Merchant's creditworthiness deteriorates significantly (e.g. if insolvency proceedings are initiated), or if any of the circumstances under items 16.3a), 16.3c), 16.3d), 16.3f), 16.3h) and 18.3a) to 18.3e) occur, Swisscard may, at its reasonable discretion, immediately take appropriate measures, such as adjusting disbursement periods, withholding disbursements, or requesting appropriate collateral. Swisscard shall promptly inform the Merchant of any such measures taken.
- 19.9. If the Merchant fails to inform Swisscard about circumstances and developments pursuant to item 16, then Swisscard may make all disbursements to the

previous Merchant using the previous Merchant's banking details with discharging effect.

its rights before any other competent authority and before any other competent court.

## 20. Governing law and place of jurisdiction

- 20.1. This Agreement shall be governed exclusively by Swiss law, to the exclusion of the rules of conflict of law and international treaties.
- 20.2. The place of performance and the exclusive place of jurisdiction shall be Horgen, Switzerland. Notwithstanding the foregoing, Swisscard may also assert

## II. SPECIAL PROVISIONS

### 21. Deposit

21.1. The Merchant may accept the Card for a deposit or the payment of a balance, provided that the Merchant:

- a) has been verifiably authorised by the Cardholder to debit a deposit and the Cardholder has confirmed the Gross Transaction Amount, the amount of the deposit, and the amount of the balance, and
- b) obtains Approval from Swisscard for each Charge (deposit and balance payment) under the same Merchant Number, and
- c) indicates on each Receipt whether it constitutes a deposit ("Deposit") or a balance payment ("Balance"). The Merchant shall immediately confirm to the Cardholder in an appropriate, verifiable manner, that the deposit or balance payment has been debited.

21.2. The Merchant shall not submit to Swisscard the Transaction for the amount of the balance until the goods have been shipped or the service has been fully performed.

### 2. Advance Payment

22.1. The Merchant may accept the Card for advance payment

- a) for the following Services:
  - (i) special orders (e.g. orders for goods that are tailored to customer specifications)
  - (ii) admission tickets (e.g. for sporting events, concert)
  - (iii) tuition fees, accommodation and meals, and other fees charged by higher-education institutions
  - (iv) airline tickets
  - (v) public transport tickets (e.g. train tickets)
  - (vi) cruises
  - (vii) accommodation
  - (viii) motor vehicle rental
  - (ix) travel-related services (e.g. excursions, expeditions);

and

- b) the Cardholder has verifiably authorised the Merchant to charge an advance payment to his Card before the Merchant requests Approval from Swisscard, in which case the Cardholder:
  - (i) must confirm that he agrees to all the terms and conditions of the Services (including the price and terms of cancellation); and

- (ii) must have seen the detailed description of the Services and the expected date of delivery or performance

and

- c) the Merchant verifiably confirms to the Cardholder, within 24 hours after the Transaction date, the amount that has been or will be charged, and provides the confirmation number (if any), a detailed description of the Services, and the expected delivery dates (including, where applicable, the expected arrival and departure dates and the details of the applicable cancellation and refund provisions).

22.2. If the Merchant is unable to provide the Service, it shall immediately refund the corresponding advance payment by submitting a Credit to Swisscard for the amount of the advance payment.

### 23. Recurring Charges

23.1. Before the Merchant can submit Recurring Charges which constitute a continuing obligation, it must have been verifiably authorised by the Cardholder in a suitable manner. The Merchant shall inform the Cardholder that he or she may revoke the authorisation at any time.

23.2. If the amounts of the Recurring Charges vary, the Merchant shall notify the Cardholder of the amount and date of the relevant Charge at least (10) calendar days in advance.

23.3. The Merchant shall retain the authorisation pursuant to item 23.1 as well as the information pursuant to item 23.2 for two (2) years after submitting the last Recurring Charge.

23.4. The Merchant shall comply with item 6.

23.5. By accepting Recurring Charges for insurance premiums, the Merchant:

- a) waives the defence that the insurance is invalid due to non-payment or late payment of the premium;
- b) shall defend Swisscard against all claims at its own expense, and
- c) shall indemnify Swisscard against all liability asserted by current or former Cardholders on the grounds that no insurance coverage exists because the premium did not reach the insurer or arrived too late.

23.6. The Cardholder's authorisation for Recurring Charges for the relevant Card shall terminate automatically

upon termination of his Card Agreement with the Card Issuer. The Merchant shall obligate the Cardholder to notify it accordingly.

- 23.7. The Merchant shall charge no further Recurring Charges to the Cardholder's Card from such time as the Cardholder has revoked the authorisation pursuant to item 23.1.

#### 24. Special Provisions for Hotels

24.1. If the Merchant is an accommodation provider, it may obtain Approval at check-in for the estimated amount (i.e. the room rate multiplied by the expected number of nights, plus applicable taxes and known incidental charges, collectively referred to as the "estimated amount"). The Merchant shall not submit any amount for Approval that exceeds this estimated amount. An Approval for the estimated amount shall remain valid for the duration of the stay, but for no more than thirty (30) days in any case. In the event of a longer stay, the Merchant must obtain an additional Approval for the remaining duration. Before the Merchant can obtain Approval for an estimated amount, the Cardholder must have granted his consent.

24.2. If the Charge amount exceeds the estimated amount at check-out by more than fifteen percent (15%), the Merchant shall obtain an additional Approval from Swisscard for the difference.

24.3. If the Merchant charges a Cardholder's Card repeatedly over a period of time rather than a single time at the end of the stay, then it shall obtain Swisscard's Approval prior to each individual Charge, after having obtained the Cardholder's authorisation for the total amount.

#### 25. Special Provisions for Motor Vehicle Rental

25.1. The Merchant may obtain an Approval for the total estimated amount at the start of the rental period. The estimated amount is calculated by multiplying the rental price by the expected number of rental days, plus applicable taxes and known incidental charges (such as insurance). The Merchant shall not increase the estimated amount to cover the risks of vehicle damage or theft. An Approval for the estimated amount of the vehicle rental price shall remain valid for the duration of the rental agreement, but for no more than thirty (30) days in any case. The Merchant shall indicate in the rental agreement the total amount of the estimated rental costs together with the exact costs of further Services provided by the Merchant (such as snow chains, etc.) as well as the maximum amount of further costs for which the Cardholder may be held liable and which the Cardholder may avoid by taking appropriate measures (such as extra "No-Show" penalties or charges for returning the vehicle without a full tank, or traffic fines). The Cardholder shall verifiably provide consent in writing, in the rental agreement or elsewhere, that the Merchant may charge such costs to the Card in addition to the rental car costs.

25.2. No additional Approval is required for the Charge so long as the final amount upon return of the rental vehicle is no more than fifteen percent (15%) higher than the estimated amount under item 25.1. If it is higher, the Merchant shall obtain an additional Approval from Swisscard for the difference relative to the originally approved amount.

25.3. Regardless of whether the Merchant is required to obtain an additional Approval from Swisscard, the Merchant must obtain the Cardholder's authorisation for the actual total Charge amount.

25.4. If the rental vehicle is returned damaged and such damage is not covered by the insurance, the Merchant

may submit the claim for damages as a Charge, subject to the following conditions:

- a) the costs of the motor vehicle rental have already been charged to the Cardholder's Card; and
- b) the Merchant has obtained a separate Approval for the Charge of the claim for damages and submitted the Charge; and
- c) the Merchant can present a document duly signed and dated by the Cardholder in which the Cardholder acknowledges responsibility for the damage and agrees that the estimated claim for damages stated in the document is to be paid via the Card. The Merchant presents them to Swisscard on first demand; and
- d) the final Charge arising from the claim for damages does not exceed the amount estimated in accordance with item 25.4c) by more than fifteen percent (15%) and, in case of a total loss, does not exceed the replacement cost of the rental vehicle.

#### 26. No-Show Charges

26.1. The Merchant may debit the Card for a "No-Show" only if all of the following conditions are met:

- a) the Merchant operates in one of the following sectors
  - (i) accommodation services (e.g. hotel, campsite), or
  - (ii) rental of means of transport (e.g. cars, motor homes, boats); and
- b) the Cardholder has made a binding reservation/booking for Services using the Card; and
- c) the Merchant has recorded the Card Number or Digital Card Number, Expiry Date and billing address of the Cardholder; and
- d) the Merchant has informed the Cardholder of the price of the booked Services before or at the time of the reservation or booking and has communicated a reservation or booking number; and
- e) the Merchant has verifiably communicated its industry-standard and legally compliant general terms and conditions or cancellation terms to the Cardholder during the reservation or booking process.

26.2. A "No-Show" Charge shall not exceed the following amount:

- a) for accommodation services, the cost of one overnight stay, which the Merchant shall have communicated to the Cardholder at the time of the reservation; or
- b) in all other cases, the amount corresponding to one day's rental or a shorter minimum rental period, which the Merchant shall have communicated to the Cardholder at the time of the reservation.

26.3. If the requirements under items 26.1 and 26.2 are met, the Merchant may issue a Receipt for a "No-Show" Charge. Before submitting the "No-Show" Charge, the Merchant shall have obtained the Approval pursuant to item 6 and verifiably informed the Cardholder of that "No-Show" Charge.

## II. SUPPLEMENTARY PROVISIONS FOR CARD-NOT-PRESENT TRANSACTIONS

### 27. General Provisions on Card Acceptance

- 27.1. For the Acceptance of Card-Not-Present Transactions, the Merchant shall use the Merchant Number specifically assigned to it by Swisscard for that purpose.
- 27.2. The Merchant shall not accept the Card if there is reason to suspect misuse of the Card (cf. item 27.8 below).
- 27.3. Subject to chargebacks pursuant to item 11, Swisscard shall accept Charges for which the Cardholder has not presented the Card, provided that the Merchant cumulatively fulfils all of the following conditions:
- Swisscard has Approved the Charges submitted by the Merchant;
  - the Merchant submits Charges exclusively by electronic means via a Terminal. The Merchant may deviate from the foregoing only if:
    - Swisscard has verifiably granted its prior consent, or
    - the electronic billing system is out of service, the Merchant submits the Charge manually (item 5) and, instead of the Cardholder's signature, enters the words "Mail Order" (in case of orders by post), "Telephone Order" (in case of orders by telephone order) or "Digital Order".
- 27.4. If the Merchant tenders performance more than seven (7) calendar days after receiving the original Approval Code, it shall obtain a new Approval Code (e.g. if it does not dispatch the goods until after seven (7) calendar days).
- 27.5. The Merchant shall verifiably confirm the order to the Cardholder, including the Gross Transaction Amount, using the same company name it presented to the Cardholder at the time of the order, or a company name that is understandable to the Cardholder and was communicated to the Cardholder in advance.
- 27.6. The Merchant shall submit the Receipt only after it has provided the goods or services. In addition to the data according to item 7.2, the Merchant shall state the following on the Customer Receipt:
- the Cardholder's name as it appears on the Card,
  - the Cardholder's billing address
  - the delivery address.
- For telephone orders, the Merchant shall also record the date and time of the order.
- 27.7. If the Cardholder asserts that the Merchant did not provide the goods or services, Swisscard may charge back the Charge pursuant to item 11, unless the Merchant verifiably demonstrates that the Cardholder received them.
- 27.8. The Merchant hereby acknowledges that Swisscard may charge back Card-Not-Present Transactions in accordance with item 11.2.
- 27.9. The Merchant shall promptly inform the Cardholder if Swisscard fails to Approve a Transaction in the course of a Card-Not-Present Transaction. In the case of an online order, the Merchant shall use its website to notify the Cardholder.
- 27.10. "Signature on File" (S.O.F.): If the Cardholder authorises the Merchant, by means of a signed document, to debit the Cardholder's Card Account without further signature, the Merchant shall note "Signature on File" or "S.O.F." on the Charge Receipt.

### 28. Additional Provisions for Digital Orders

- 28.1. Swisscard may require the Merchant to use American

Express SafeKey (or another Security Programme) for Digital Orders. In such cases, the Merchant may refrain from using such a programme for Digital Orders only in exceptional cases (e.g. if the Merchant manually enters the Card Data at the Terminal). The Merchant hereby acknowledges that Swisscard may apply chargebacks pursuant to item 11.

- 28.2. The Merchant shall ensure that each of its Payment Service Providers activates American Express SafeKey.
- 28.3. If Swisscard approves Digital Orders in an eWallet, the Merchant may verify the Cardholder using CDCVM. To do so, the Merchant must use technology approved by American Express for the purpose. If the Merchant has used American Express SafeKey, verified the Cardholder using CDCVM, and complied with the GTCs, Swisscard shall not charge back any Disputed Charges for reasons of fraud. Notwithstanding the foregoing, Swisscard does not waive the right to charge back Disputed Charges on grounds other than fraud (e.g. in the event of disputes concerning Services).
- 28.4. Swisscard shall approve Digital Orders exclusively by electronic means. The Merchant shall likewise submit Transactions exclusively electronically, using the Merchant Number assigned by Swisscard for Digital Orders.
- 28.5. The Merchant shall verifiably notify Swisscard of its internet address before accepting Cards as a means of payment for Digital Orders. The Merchant shall also verifiably notify Swisscard of any changes to its internet address at least thirty (30) calendar days in advance.
- 28.6. On its website, the Merchant shall inform the Cardholder about the following in a clearly visible location:
- the goods or services, including a detailed description with the price quoted in CHF;
  - its full company name, address, country, telephone number and e-mail address, particularly for customer inquiries and complaints;
  - the terms of shipping and returns (due dates, type of delivery, countries of delivery, other terms and conditions);
  - the individual prices and the total amount of the Services, including any accrued costs (including shipping, public charges, etc.) in CHF;
  - the contractual provisions applicable to the contractual relationship, including the General Terms and Conditions, Privacy Statement, measures and standards for the protection of personal data, and the option to object to the use of such data for the Merchant's or third parties' marketing purposes;
  - which security standard it applies to data and data transmission;
  - any export restrictions, customs duty consequences and other statutory provisions concerning the Services offered, to the extent known;
  - when and how the Cardholder can cancel the goods or services, with all further applicable provisions for that purpose;
  - any information required by law in particular the Federal Act on Unfair Competition], the Price Disclosure Ordinance, and the applicable data protection law.

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the 1990s, the number of people in the UK who are employed in the public sector has increased from 10.5 million to 12.5 million (12.5% of the population).

There are a number of reasons for this increase. One is that the public sector has become a more important part of the economy. Another is that the public sector has become more efficient. A third is that the public sector has become more attractive to workers. A fourth is that the public sector has become more diverse.

The public sector has become a more important part of the economy. In the 1990s, the public sector accounted for 12.5% of the UK's GDP, up from 10.5% in 1980. This is a significant increase, and it reflects the growing importance of the public sector in the UK economy.

The public sector has become more efficient. In the 1990s, the public sector's productivity grew at a faster rate than the private sector's. This is a significant achievement, and it reflects the efforts of the government to improve the efficiency of the public sector.

The public sector has become more attractive to workers. In the 1990s, the public sector's share of the UK's workforce increased from 10.5% to 12.5%. This is a significant increase, and it reflects the growing attractiveness of the public sector to workers.

The public sector has become more diverse. In the 1990s, the public sector's workforce became more diverse in terms of age, gender, and ethnicity. This is a significant achievement, and it reflects the efforts of the government to make the public sector more inclusive.

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