# SwisscardLogin
# Terms of Use

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## 1   Object

1.1   SwisscardLogin is a service of Swisscard AECS GmbH (hereinafter referred to as the **"Issuer"),** that can be used by the holder of a principal, additional, or corporate card issued by the Is-suer or another means permitted for processing cashless payments that is issued by the Issuer, as well as by the company itself for corporate cards (each hereinafter referred to respectively as the **"Client")** for authentication for access to specific offers and services of the Issuer or third parties commissioned by the Issuer (hereinafter referred to as **"Offers").**

1.2   The present "SwisscardLogin **Terms of Use"** (hereinafter referred to as "Terms of Use"**),** as part of the contractual relationship between the Customer and the Issuer, regulate their relationship with regard to SwisscardLogin. These Terms of Use are valid in addition to the other applicable provisions governing the contractual relationship between the Issuer and the Client, especially the "Terms and Conditions for Charge Cards and Credit cards of Swisscard AECS GmbH" (hereinafter referred to as "GTCs"), the provisions governing the individual Offers, and the legal notices and the data protection statement, which can be found on the SwisscardLogin web page. In the case of any contradictions, the present Terms of Use shall have priority.

## 2.   Registration for SwisscardLogin

2.1   Registration occurs when the Client provides information about him/herself and about his/her card account using the online form provided for this purpose. Completion of registration will subsequently be confirmed to the Client by the Issuer in a suitable manner. The Issuer can require additional steps to complete registration (e.g., sending a verification code). The Issuer is free to reject the Client's registration at any time and without stating reasons.

2.2   Registration and use of SwisscardLogin require that the Client have a valid e-mail address as well as a mobile telephone with a valid mobile telephone number. The Issuer can require additional or changed requirements such as installing a mobile application ("App") for future use. The Issuer can additionally make the use of specific offers dependent upon additional authentication actions, for instance input of an activation code.

2.3   During registration, the Client selects a user name that may not be misleading, illegal, or offensive, and a static password pursuant to Section 4.2. Registration for SwisscardLogin takes place over an encrypted connection.

2.4   In each case, registration applies to all cards in the Client's name. Separate registration is required for corporate cards.

2.5   The Client shall immediately inform the Issuer in case of any change in mobile device, mobile telephone number, or e-mail address.

2.6   Registration for and use of SwisscardLogin is not permitted without consenting to these Terms of Use.

## 3.   Use of SwisscardLogin and approval

3.1   SwisscardLogin authenticates the Client and provides the Client with technical access to specific offers from the Issuer. This access through SwisscardLogin requires in each case that the Client has registered to use Access Manger and has provided authentication in the manner required by SwisscardLogin.

3.2   Access to the individual offers through SwisscardLogin is granted by entering the user name and the password and, depending on the offer, with an additional factor provided by the Issuer, for instance by entering a code (mTAN) transmitted by SMS or push message to the Client's most recently registered mobile telephone number or through an app. The additional factor provided may be supplemented, changed, or replaced by the Issuer at any time. Further regulations for access to the Offers through SwisscardLogin in the provisions governing the individual Offers are reserved.

3.3   The range of Offers accessible via Swisscard-Login can be expanded or restricted by the Issuer. **Access to Offers can also be made dependent on use of SwisscardLogin.**

3.4   The User acknowledges that login to SwisscardLogin enables access to the Issuer's Offers and use of these Offers in the name of and for the account of the Client. **Depending on the nature and scope of an Offer, login to SwisscardLogin may therefore enable, e.g., access to the Client's current and historical transaction data and other data, change of client data, confirmation of transactions, performance of card transactions, processing of loyalty programs including redeeming points and other actions.** Anyone who logs in to SwisscardLogin shall be considered by the Issuer to be an authorized person for use of SwisscardLogin and the related Offers, and all actions relating to an Offer undertaken after login to Swisscard-Login shall be considered as approved by the Client. **The Client shall thus comply in particular with the duties of care pursuant to Section4.**

3.5   The Client further acknowledges that the use of SwisscardLogin from abroad may violate provisions of foreign law under certain circumstances. The Client is responsible for obtaining information in this regard. The Client further acknowledges that import and export restrictions may exist for the encryption algorithms, which he may violate under certain circumstances if he uses SwisscardLogin outside of Switzerland. In case of doubt, the Client must refrain from using SwisscardLogin from abroad. The Issuer declines any liability in this respect.

## 4.   Security notices and duties of care

4.1   **The Client acknowledges that unauthorized access to SwisscardLogin also enables abuse of the related offers (Section 3.4).** The Client shall therefore take all measures necessary to the extent possible to exclude the risk of unauthorized access to SwisscardLogin or unauthorized use.

4.2   The Client is particularly subject to the following duties of care with respect to the user name and password: The Client:
a)   must choose a secure password which does not include combinations that are easily ascertainable (e.g. telephone numbers, birthdays, car license plate numbers, the name of the Client or the Client's family members);
b)   has a duty to keep the user name and password secret, and to not note them down, either fully or altered nor in encrypted or unencrypted form on the credit card or otherwise, or electronically save them in unencrypted form. The Customer also must not give the user name and password to a third party or make it accessible to a third party in any way;
c)   must immediately change his/her password when there is reason to believe that a third party knows of the password;
d)   must immediately change his/her password upon request of the Issuer;
e)   must ensure that he/she is not observed when entering the user name, password, and any code;
f)   will not enter the user name, password, and any code if the request for login was not initiated by the Client;
g)   will report to the Issuer immediately if he/she fears that third parties have obtained unauthorized knowledge of his/her password.

4.3   In addition, the Client has the following particular duties of care with regard to the computer that the Client uses for registration or login to SwisscardLogin: The Client:
a)   shall activate password protection for use of his/her computer;
b)   shall ensure that his/her computer does not remain unsupervised when it is turned on;
c)   shall ensure that no unauthorized third parties are in a position to read information being displayed on the screen;
d)   shall log out of SwisscardLogin before leaving the computer; and
e)   shall minimize the risk of unauthorized access to his/her computer by using suitable protective measures, particularly by continuously updating his/her operating system and browser and by undertaking all other security precautions as customary and in accordance with the current state of the art for the use of public electronic networks, e.g., using continuously updated antivirus programs and installing a firewall.

4.4   In addition, the Client has the following particular duties of care with regard to the mobile device whose number the Client specified at registration or later prior to use for a specific Offer or uses for login to SwisscardLogin: The Client:
a)   shall activate protection (PIN, touch ID, etc.) for use of his/her mobile device;
b)   must implement appropriate security measures to minimize the risk of unauthorized access to his/her mobile device;
c)   shall not interfere with the operating system (e.g., by "jailbreaking" or "rooting");
d)   shall keep the operating system up-to-date;
e)   shall not leave his/her mobile device unsupervised and shall not give it to third parties for unsupervised (temporary or permanent) use (e.g., sale, gift, loan, escrow, pledge, repair) without previously deleting all data and apps relating to SwisscardLogin as well as all apps that can be used to access data including transaction data using SwisscardLogin;
f)   shall report loss of the mobile devise to the Issuer immediately;
g)   shall prevent further use of the mobile device in case of loss (e.g., using remote deletion or a SIM block, possibly through the mobile network operator).

4.5   The Client expressly agrees that the Issuer may communicate with the Client using electronic means, including the Internet, e-mail, and SMS,

within the context of use of SwisscardLogin. The terms and conditions for electronic communication that the Client accepts within the framework of the registration process shall apply.

## 5. Warranty and Liability

5.1 The Issuer assumes no responsibility for the availability of SwisscardLogin at any time. Furthermore, the Issuer does not facilitate data access to SwisscardLogin (Internet connection). This is the Client's sole responsibility. The Issuer therefore assumes no responsibility for network operators (e.g. Internet Service Providers). Furthermore, the Issuer assumes no responsibility for the accuracy, precision, reliability, completeness, confidentiality, and transfer time of all electronically transmitted data.

5.2 Subject to the reservation of legal or contractual liability for damage caused by gross negligence or wrongful intent, the Issuer excludes any and all liability for damages as a consequence of using SwisscardLogin and for damages as a consequence of permanent or temporary unavailability of SwisscardLogin and of Offers accessible through SwisscardLogin.

5.3 The liability provisions according to Sections 8.2 to 8.4 GTCs remain valid.

## 6. Data Protection and Confidentiality

6.1 Within the framework of the Client's registration for SwisscardLogin and the use of SwisscardLogin, the Issuer receives and processes personal data about the Client (and for companies, about the Client's company bodies and employees), e.g., e-mail addresses and mobile telephone numbers. The data protection notices in Section 11 GTCs apply to these data.

6.2 **The Client is obligated to notify the Issuer immediately of changes in the information provided when registering for SwisscardLogin, such as changes in the e-mail address or mobile telephone number in particular.** Until such a notice is received, the Issuer is authorized to consider the information most recently provided as valid information.

6.3 The Client expressly agrees that the Issuer may communicate using electronic means, including the Internet, e-mail, and SMS, within the context of use of SwisscardLogin. He/she acknowledges that data transmitted over a public network such as the Internet or an e-mail service can in principle be viewed by anyone. The Issuer cannot guarantee the confidentiality of messages or documents transmitted through such open networks. Third parties may access this information, and may consequently collect and use the data without the Client's consent. Under certain conditions, third parties could use this information to make conclusions regarding existing or future card relationships or other business relationships (such as banking relationships). Even if the sender and recipient are located in the same country, data transmission within such networks frequently also occurs through third countries, i.e., including countries that do not offer the same level of data protection as does the Client's country of domicile. The Client's data could be lost during transmission or could be intercepted by unauthorized third parties.

## 7. Other Provisions

7.1 The Issuer reserves the right to temporarily or permanently restrict, cease, or block the operation of SwisscardLogin at any time, in whole or in part, without prior announcement and without stating reasons, either universally or for individual Clients.

7.2 If a Client notifies the Issuer for the purpose of card blocking and a card is consequently blocked, access to Offers through SwisscardLogin is no longer possible for this card. In case of final blocking or cancellation of a card, the registration for this card will be deleted.

7.3 When the last card of a Client is cancelled, the Client's registration will be completely deleted after a reasonable period.

7.4 The Issuer can be reached using the following information:
Company Name and Address:
Swisscard AECS GmbH
PO Box 227
8810 Horgen
Switzerland
www.swisscard.ch

7.5 The Issuer reserves the right to amend these provisions at any time. Affected Clients will be informed of any changes through the appropriate medium (e.g., by a pop-up notice during login). The changes shall be regarded as approved in the absence of a written objection prior to the effective date of the change, but in all cases upon express consent or at the next use of SwisscardLogin.

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