



General Terms and Conditions for Corporate Cards of Swisscard AECS GmbH

Swisscard AECS GmbH ("Swisscard") issues corporate cards within the meaning of 1.1 ("Card") to employees ("Customers") of enterprises ("Company") that have entered into a contract with it for issuing Cards to Customers ("Basic Account Agreement"). These General Terms and Conditions ("GTC") regulate the legal relationship concerning Cards between Swisscard and the Company, on the one hand, and between Swisscard and the Customer, on the other. All references to persons in this document are meant to cover both genders.

I. GENERAL PROVISIONS

1. Scope of application

1.1 All the following means of cashless payment issued by Swisscard, for which no specific general terms and conditions have been defined, are considered to be Card(s) within the meaning of these GTC:

- credit cards with and without Spending Limits; means permitted by Swisscard for the processing of cashless payments, such as virtual cards (see 2.1) or means of payment integrated into end user devices (e.g. mobile telephone, watch, tablet, computer, each of which is referred to hereinafter as a "Device").

1.2 The general provisions in Part I and the special provisions in Part II are applicable to all Cards. The general provisions in Part I also apply to the Company mutatis mutandis so long as they are not adapted or excluded in the special provisions II and cannot, by nature, be fulfilled exclusively by the Customer. Depending on the Card, the following rules may also apply:

- any further product and service-specific provisions applicable to the legal relationship with the Customer, ("Product and Service Conditions"), e.g., provisions regarding Fees and Interest Charges (see 8), Terms of Use of Online Services (see 6) and Terms and Conditions for Secondary and Additional Card-Related Benefits of Swiss Card (see 3).
 - Supplementary provisions for certain Cards (Part III). If the Company and the Customer do not use any of the products mentioned in Part III, Part III is inapplicable.
- 1.3 The present GTC also apply to applicants, mutatis mutandis.

2. Formation of the Card Agreement

2.1 Card applications may be rejected without stating any reasons. Once Swisscard accepts a card application, the card agreement is formed between Swisscard and the Customer ("Card Agreement"). At that point, the Customer will receive the personal, non-transferable Card as well as the associated personal identification number ("PIN Code"). The Card can also be issued entirely virtually and displayed in an environment provided by Swisscard or in a manner agreed on with Swisscard. Every Card shall remain the property of Swisscard. Swisscard shall open a Card Account on which Transactions (see 4.5), Fees and Interest Charges (see 8) as well as credit can be recorded ("Card Account"). Swisscard can open a joint Card Account for Cards that are issued in form of a package (card duo/package, bundle, etc.).

2.2 By signing the Card (in case the card has a signature field) and through each Card use (see 4.5), the Customer confirms having received the GTC and Product and Service Conditions and accepted their contents. The same is true mutatis mutandis of any notifications by Swisscard concerning the acceptance of the card application (e.g. confirmation of the credit agreement for Credit Cards with an installment facility).

3. Secondary and Additional Benefits of Card

3.1 The Card may be linked with secondary and additional benefits ("Secondary and Additional Benefits") that are available either as permanent or optional benefit of the Card (e.g. bonus and loyalty program, travel and lifestyle services or special offers by Swisscard partners).

3.2 The Secondary and Additional Benefits are provided by

- Swisscard, based on the relevant Product and Service Conditions, or
- a third-party provider for which Swisscard is not responsible ("Third-Party Provider"), based on an agreement between the Customer and that Provider. Any disputes regarding the benefits provided by the Third-Party Provider shall be settled directly with the relevant Third-Party Provider.

3.3 Any Secondary and Additional Benefits provided by Swisscard shall be discontinued upon termination of the Card Agreement or return of the Card. Swisscard may cancel any credits in loyalty and bonus programs in the event of cancellation, return of the Card or default on payment by the Customer.

4. Card use

4.1 The Card entitles the Customer, within the credit card or cash withdrawal limits ("Spending Limits") to buy goods and services from merchants and service providers ("Acceptance Points") participating in the worldwide card network (e.g., American Express, Mastercard, Visa; collectively referred to as "Card Network").

4.2 If provided by Swisscard for the relevant Card, the Customer may also make cash withdrawals from certain bank counters and ATMs.

4.3 Swisscard may adjust or restrict the possible uses of the Card at any time (e.g. with respect to the amount or certain Acceptance Points, countries or currencies) or else provide additional possibilities of use of the Card (e.g. paying for Transactions using a credit balance in bonus and loyalty programs or paying for invoices by Card).

4.4 The Customer may use the Card only within the limits of his financial capacities. In particular, the Customer must not use the Card if insolvent or whenever it appears likely that he will not be able to meet his financial obligations. Card use for purposes that are unlawful or in breach of contract is prohibited. No Transactions are permitted in countries in which there are relevant sanctions and embargoes against card use. To see the current list of such countries, ask customer service or go to www.swisscard.ch/en/private-customers/services/card-acceptance.

4.5 Card use and charging of the Card Account (each of which shall be referred to as a "Transaction") shall be deemed to have been approved by the Customer in the following cases:

- In the case of card payments on site (including cash withdrawals at bank counters or from ATMs): With (i) the signing of the transaction receipt (the signature must match the signature on the Card and the Acceptance Point may require the presentation of an official identity document); (ii) entry of the PIN code or (iii) mere card use (e.g. at automated points of payment [parking garage, motorway] or with contactless payment).
- In the case of distance payments (e.g. via internet, by app, over the telephone or by correspondence): by specifying the name printed on the Card, the card number, the expiry date and (if requested) the card security code (CVV, CVC). It may also be necessary to enter an mTAN (see 5.1 (b)), a password or approval via the Swisscard Online service (see 6).
- By using other Means of Identification authorized by Swisscard to that purpose (see 5) or in other ways agreed on with Swisscard (e.g. according to separate terms of use for mobile payment solutions).

Transactions mentioned in items (a) to (c) above may also be carried out using updating and tokenization services (see 9.2).

4.6 The Customer shall acknowledge all claims resulting from approved Transactions under 4.5 and hereby irrevocably instructs Swisscard to pay the amounts in question to the Acceptance Points, thereby giving Swisscard the right but not the obligation to authorize Transactions.

5. Means of identification and authorization

5.1 Swisscard shall provide the Customer with the following means of personal identification and access to the Card Account and to Swisscard products and services ("Means of Identification") for the intended use:

- Card, PIN Code, Card Account number;
- single-use confirmation and activation codes ("mTANs" or "mobile Transaction Authentication Numbers") that are sent to the mobile telephone specified by the Customer to that purpose, e.g. when registering for Swisscard online services or third-party online services;
- authentication services authorized by Swisscard for online card use (e.g. 3-D Secure);
- "SwisscardLogin" for access to online services;

- other means of identification authorized by Swisscard for the relevant use, such as biometric data (e.g. fingerprints, iris scan) and other personalized security characteristics or electronic identity recognized by the Swiss government.

Swisscard may at any time replace, adapt or revoke Means of Identification or prescribe the use of certain Means of Identification.

5.2 **Actions (e.g. Transactions) and instructions by persons who identify themselves using any of the Customer's Means of Identification shall be attributed to the Customer and be deemed to have been authorized by the Customer** (see 4.6, 10.1 (b) and 11.1). Swisscard shall take appropriate measures to detect and prevent abuse.

5.3 According to the relevant Product and Service Conditions, the Customer may appoint representatives or authorized agents ("Authorized Person"), generally using standard forms specified by Swisscard or in another manner defined by Swisscard (e.g. using an online service).

6. Online Services

6.1 Where provided by Swisscard, the Customer can use Swisscard services available online (e.g. www.swisscard.ch) or by app ("Online Service(s)"), e.g.:

- receiving electronic monthly statements, managing Customer Data and entering into certain legal transactions under the "Swisscard Digital Services" (e.g. Swisscard app);
- confirmation of online payments by means of 3-D Secure;
- online ordering of travel and lifestyle services as well as rewards in loyalty and bonus programs; and
- authentication using the "SwisscardLogin".

6.2 Before accessing an Online Service, the Customer must identify himself using the Means of Identification applicable to the Online Service in question. Access to the desired Online Service is also conditional on the Customer accepting any specific terms of use that are applicable in addition to these GTC. **Terms of use for Online Services may also be sent to the Customer in electronic form only. Agreements entered into electronically are considered equivalent to hand-signed agreements.** In the case of legal transactions subject to specific form requirements (e.g. under consumer credit law), Swisscard complies with the applicable legal requirements for electronic signature.

6.3 The following rules apply to third-party online services in which Swisscard Cards are stored in memory or that are used in connection with Swisscard Cards ("Third-Party Online Services"):

- The Customer shall comply not only with the Third Party's terms for the Third-Party Online Service in question but also with any special terms of Swisscard for the use of the relevant online service (e.g. Swisscard's terms of use for the storage of Cards in third-party eWallets). In the relationship with Swisscard, 6.2 above shall also apply mutatis mutandis to Third-Party Online Services (e.g. acceptance of Swisscard's terms of use regarding the use of Third-Party Online Services is a prerequisite for using Swisscard Cards for such services).
- The rules regarding the duties of care (e.g. 10.1 (j)) and liability (e.g. 11.4 (h)) shall also apply mutatis mutandis to Third-Party Online Services.

7. Customer service and communications

7.1 The Customer may contact Swisscard at the telephone number and postal address communicated by Swisscard.

Where expressly provided by Swisscard, the Customer and Swisscard may also make use of electronic means of communication (e.g. Online Services under 6 above or communications using the email address under 7.3 below; "Electronic Communication" or "Electronic Means of Communication"). Swisscard reserves the right not to process electronic requests for which Electronic Communications are not expressly approved. Swisscard may impose a separate authorization process for use of Electronic Means of Communication for the modification of contract-related data (e.g. changes of address) or for the exchange of sensitive information or else refuse the

use of Electronic Communication, particularly in the case of Customers domiciled abroad or having a foreign address.

7.2 Notifications by Swisscard to the Customer's most recently indicated delivery address (physical postal address) or to the most recently indicated Electronic Address (see 7.3) shall be deemed to have been delivered to the Customer. For notifications sent to the Electronic Address, the delivery date shall be deemed to be the date of dispatch; for notifications sent by post, the delivery date shall be deemed to be the expected date of receipt at the physical postal address, taking the transport time into account. **Unless provided otherwise in these GTC or in the Product and Service Conditions, time limits triggered by delivery shall begin to run on the delivery date and the legal consequences mentioned in the notification by Swisscard shall apply** (e.g. approval of changes to Card Agreement provisions). The Customer and Swisscard may also agree on corresponding arrangements (including legal consequences) for Online Services.

7.3 By disclosing his email address or mobile telephone number ("Electronic Address") to Swisscard, **the Customer consents to being contacted by Swisscard by mobile telephone (e.g. SMS, MMS or a voice call),** particularly for the transmission of:

- important and/or urgent messages, e.g. warnings about cases of fraud, notice of exceeding the Spending Limits, requests to make contact, and messages concerning changes to Card Agreement provisions,
- Information about the customer relationship, e.g. references to messages delivered in Online Services, information about Secondary and Additional Benefits (e.g. points balance in loyalty and bonus programs), payment reminders or information about the Card Agreement.
- offers within the meaning of (24.1 (b)) below and references to benefits from using the Card (product advertisement: to opt out, see (24.1 (b))).
- confirmation or activation codes (mTANs) used as Means of Identification (5.1 (b)).

Where expressly provided by Swisscard, the Customer may respond using the same communication channel (e.g. replies by SMS to questions concerning warnings about cases of fraud). Customers who do not want to receive any email or telephone communications at all from Swisscard must ask Swisscard to delete the relevant contact information. The mere failure to specify the Electronic Address in future requests for new Cards is not considered a valid request to delete the previously indicated Electronic Address. Electronic Addresses may be used by Swisscard for all of the Customer's Card Agreements related to private or corporate Customers.

7.4 In Electronic Communication, data is transported via open networks accessible to anyone (e.g. the Internet or mobile networks). During Electronic Communication, data is transported over publicly available networks (e.g. Internet or mobile radio networks), sometimes unencrypted (e.g. SMS messages) and across borders (even if both the sender and receiver are located in Switzerland), and with the involvement of Third-Party Providers (e.g. network operators, Device manufacturers, operators of operating systems for Devices or platforms for downloading apps). During Electronic Communication, unauthorized third parties may possibly view, alter, delete and/or misuse data without being noticed. In particular, the following risks exist:

- Third parties may infer that a business relationship exists, existed in the past or will exist in the future.
- The identity of the sender can be simulated or tampered with.
- Third parties may gain access to the Customer's Device, manipulate the Device and misuse the Customer's Means of Identification.
- Malicious software (e.g. viruses) and other disturbances can spread on the Device and prevent Electronic Communication with Swisscard (e.g. use of Online Services).
- The Customer's carelessness (e.g. in connection with Device security measures) or inadequate knowledge of the system can facilitate unauthorized access.

Electronic Means of Communication may be interrupted or blocked by Swisscard at any time, entirely or with respect to certain services, for some or all Customers, particularly when there is reason to fear abuse. By disclosing his email address or mobile

telephone number and using Electronic Means of Communication, the Customer accepts the related risks and any additional terms of use involved. To reduce such risks as far as possible, the Customer shall fulfill, in particular, the **duties of care when using Electronic Means of Communication** mentioned in 10.1 (k) below.

7.5 The Customer hereby acknowledges that Swisscard has the right to record and store conversations and other forms of communication with the Customer for proof, quality assurance and training purposes.

8. Fees and Interest Charges

8.1 Card use, the Card Agreement and the general legal relationship between the Customer and Swisscard may entail fees (e.g. annual fees or payment reminder fees), bank fees (e.g. commission on cash withdrawals at ATMs) and (third-party) charges (e.g. for foreign exchange transactions) (hereinafter referred to collectively as "**Fees**") as well as any interest charges ("Interest Charges"). Except for third-party charges (expenses), the Customer shall be informed of the existence, nature and amount of Fees and Interest Charges on or in connection with the card application and/or in any other suitable form (e.g. through Online Services). They can be requested at any time from Swisscard's customer service or viewed on www.swisscard.ch. The annual fee is either payable at the start of the contract year or else Swisscard may charge for the annual fee in monthly installments. Such installments may involve a surcharge.

8.2 **For Transactions in currencies other than the card currency,** the Customer hereby accepts the conversion rates set by Swisscard or by the Card Network. Swisscard may increase the conversion rates by adding a fee for transactions in foreign currency and/or for foreign transactions.

8.3 **The Acceptance Point can offer the Customer the option of performing a Transaction in the card currency instead of in the national currency of the Acceptance Point** (e.g. Transaction abroad in Swiss francs using a Card denominated in Swiss francs; the same is true of online Transactions on Swiss websites of foreign-domiciled Acceptance Points). By approving the Transaction, the Customer acknowledges the conversion rate set by a third party (e.g. Card Network or third-party company that links the Acceptance Point to the Card Network). In addition, Swisscard can charge a processing fee for such Transactions.

8.4 Where Cards entitle the Customer to withdraw cash from ATMs through direct debiting of a bank account, such withdrawals and any associated Fees will generally be debited directly to the bank account indicated by the Customer and appear only on the monthly account statement from the Customer's bank rather than on Swisscard monthly statements. This cash-withdrawal function may be made available and/or restricted (e.g. to certain countries, Acceptance Points or currencies) at Swisscard's discretion.

9. Card renewal, replacement and blocking; termination of the Card Agreement

9.1 The Customer and Swisscard may block Cards or cause them to be blocked at any time without stating any reasons.

9.2 In any case, the Card shall expire at the end of the month of expiry date (so-called "**Valid Thru**" date) indicated when the Card was issued. A new Card will be delivered to the Customer sufficiently in advance of the expiry date unless the Card has been cancelled. Any Customer who does not want a new Card shall notify Swisscard thereof at least two months before the expiry date in writing or in any other manner stipulated by Swisscard, failing which the Customer will be charged for the resulting expenses. Swisscard reserves the right to recall or to refuse to renew or replace the Card at any time without stating any reasons (e.g. in case of blocking).

Swisscard may introduce updating and tokenization services of the Card Networks. Updating services enable payments for recurrent services (e.g. newspaper subscriptions and memberships) and Transactions preapproved by the Customer (e.g. booking of hotel reservations and rental cars) (jointly referred to below as "**Recurring Services and Preapproved Payments**") as well as payments using mobile payment solutions to be processed even after a change in the card information. The Customer consents to Swisscard automatically updating the card information via the Card Network at participating Acceptance Points and participating mobile payment solution providers worldwide when

the Card is renewed or replaced. The Customer may opt out of the updating service. With the tokenization service, there is no need to update the card data at the Acceptance Point, since a secure token is used instead. For more information about the updating and tokenization service, see www.swisscard.ch/dataprotection.

9.3 The Customer and Swisscard are entitled to terminate the Card Agreement at any time with immediate effect in writing or in any other manner stipulated by Swisscard without stating any reasons.

9.4 Upon termination of the Card Agreement or return of the Card(s), all invoiced amounts on the statement shall become due for payment immediately. Any amounts not yet invoiced, Transactions not yet debited and other claims of the Parties under the Card Agreement shall become due for payment immediately upon receipt of the statement. The Customer is not entitled to full or pro-rated reimbursement of any Fees, especially not the annual fee. The Customer shall also settle any charges incurred after termination of the agreement in accordance with these GTC and the Product and Service Conditions. In particular, the Customer shall be liable for all Card Account charges resulting from Recurring Services and Preapproved Payments (see 10.1 (j)).

10. Duties of care

10.1 Regardless of the type of Card, the Customer shall fulfill the following obligations to exercise due care and to cooperate ("**Duties of Care**");

- If the Card has a signature field, the Customer shall sign the Card in that field using a pen with indelible ink promptly after receipt.
- The Means of Identification (e.g. Card and PIN Code) must be stored separately from one another and with the same degree of care as cash. The Customer must be aware of the location of his Card at all times, and regularly check that it is still in his possession. Neither the Card nor other Means of Identification shall be made accessible to third parties through mailing, transmission or otherwise.** In particular, the Card and other Means of Identification must not be handed over or otherwise made accessible to third parties, except for the intended purposes. The Customer must keep the Means of Identification secret (e.g. by shielding the PIN Code from view during entry) and must not record them (neither physically, e.g., on the Card, nor digitally, not even in a modified or encrypted form). The PIN Code and other Means of Identification defined by the Customer (e.g. passwords for Online Services) must not consist of character sequences that are easy to guess (e.g. telephone numbers, dates of birth, license plates, names of the Customer or his family members). The Customer shall use the PIN code exclusively for the associated Card. Customers who know or have good reason to assume that a third party has or may have had access to their Means of Identification must promptly change the relevant Means of Identification (e.g. PIN Code) or have it altered or replaced by Swisscard.
- The Customer shall retain the transaction receipts and other records regarding the business relationship with Swisscard (e.g. monthly statements, correspondence) carefully and take appropriate precautions to reduce the risk of unauthorized access or abuse.
- In case of actual or suspected loss, theft or misuse of the Card, the Customer must call Swisscard's customer service immediately, regardless of any time difference, to have the Card blocked, or block the Card himself (where permitted by Swisscard).** In case of damage or loss, the Customer shall cooperate to the best of his ability to resolve the matter and mitigate the loss. In any case, the Customer shall report any suspicions of criminal activities (e.g. misuse of the Card), to the appropriate local police station in Switzerland or abroad.
- Before approving a Transaction, the Customer shall check the amount of the Transaction and the receipts shown to him as well as the Acceptance Point in the case of confirmations with 3-D Secure and promptly clear up any discrepancies with the Acceptance Point.
- The Customer shall check the monthly statements immediately upon receipt and promptly inform Swisscard of any discrepancies by telephone. In addition, within thirty (30) days after the statement date, the Customer shall submit to Swisscard,**

unprompted, a written claims form (in case of misuse of the Card; the form can be requested from Swisscard) or complaint form (for other disagreements; the form can be downloaded from www.swisscard.ch or requested from Swisscard) with a specific list of all Transactions concerned, together with all the relevant records. Otherwise, statements shall be deemed to have been approved by the Customer. The Customer must use Swisscard's standard complaint/claims forms. Customers who are expressly asked by Swisscard to submit a claims or complaint form shall return the signed and completed form to Swisscard within ten (10) days after the request. The Customer must promptly notify Swisscard by telephone if he has executed Transactions or not yet paid the full amount of a monthly statement but has not yet received the corresponding monthly statement within eight (8) weeks thereafter;

To determine whether the Customer has met the time limits under this clause 10.1 (f), the date of postmark shall apply to communications sent to Swisscard's postal address; the date of electronic transmission shall apply to messages sent using Online Services expressly provided by Swisscard to that purpose. The time limits mentioned in this clause 10.1 (f) must be complied with even if the monthly statement is delivered to a third party (e.g. a bank adviser) at the Customer's request. A direct debit ("DD") that is rejected, revoked or otherwise unsuccessful shall not release the Customer from his obligations to check the monthly statement and to submit the communications in accordance with 10.1 (f).

- g. The Customer shall disclose completely and accurately, on first demand, all such information as is necessary for checking applications and processing Card Agreements or required on regulatory grounds (e.g. prevention of money-laundering, consumer credit laws) as well as any other information requested by Swisscard. **Moreover, the Customer shall promptly inform Swisscard, unsolicited, in writing or in any other manner accepted by Swisscard, of any changes in the personal data provided to Swisscard (e.g. name, postal address, telephone number, email address, income and assets, and details concerning the beneficial owner).** Until receiving such a notice, Swisscard is entitled to consider the most recently provided information to be valid, with no obligation to conduct further research.
- h. Customers who do not receive a new Card at least fourteen (14) days before the expiry date (see 9.2) are required to promptly inform Swisscard's customer service.
- i. Expired, replaced, invalid and blocked or cancelled Cards shall be rendered unusable and destroyed by the Customer immediately. The use of such a Card is prohibited and may result in criminal prosecution.
- j. In case of Recurring Services and Preapproved Payments, if the Card is cancelled/blocked or the Customer no longer desires the service or payment in question, the Customer shall alert all Acceptance Points (including mobile payment solution providers) to which the Card has been specified as a means of payment.
- k. When using Electronic Means of Communication, the Customer shall also fulfill the following Duties of Care:
 - (i) The Customer shall properly protect the Device used, particularly by activating a suitable access control system (e.g. password, fingerprint or facial recognition) for the use of the Device and shall ensure that the Device is not left unattended in an unprotected state. It is also necessary to ensure that no third parties are able to view the information shown on the display unit or monitor. The Customer must log out of the Swisscard Online Service or Third-Party Online Services and delete the history data before leaving the Device. The Customer must keep the operating system up to date and refrain from manipulation thereof (e.g. through "jailbreaking" or "rooting") and minimize the risk of unauthorized access to the Device by using suitable state-of-the-art protective measures (e.g. by installing and regularly updating security programs such as a firewall and antivirus program, and by only using software from trustworthy sources, such as official app stores). Furthermore, the Customer must always use the version of software and apps recommended by the manufacturer.
 - (ii) The user ID, password, and any other means of identification provided by or accept-

able to Swisscard for Electronic Means of Communication (e.g. Online Services) and Devices ("Login Data") shall be kept secret by the Customer, who shall refrain from recording such items on his Device or elsewhere, even in modified form, and take all such measures as are needed to prevent unauthorized use of the Login Data.

- (iii) The Device shall not be passed on by the Customer to third parties for (temporary or permanent) unattended use prior to deletion of all data related to Electronic Communications (e.g. by deleting or resetting apps or by deleting Card data in apps). Loss of the Device shall be reported immediately to Swisscard – in case the above-mentioned data were not previously deleted – and the Customer shall take all available measures to prevent further use of the Device (e.g. through remote deletion of data on the Device or by locking the SIM card, possibly via mobile network operators). The Customer shall use only such third-party Devices as provide adequate security within the meaning of these GTC and appropriate terms of use for Electronic Means of Communication.
- (iv) The Customer shall call Swisscard immediately in the event of suspected misuse of Electronic Means of Communication (e.g. if the Customer receives an unsolicited mTAN from Swisscard).
- (v) The Customer shall keep secret 1) that he has disclosed an Electronic Address to Swisscard and 2) the information that he has disclosed to that purpose (e.g. his mobile telephone number).
- l. For cash withdrawals with direct debiting (see 8.4), the Customer shall use the Card only when there are sufficient funds on the specified bank account.

10.2 Product and Service Conditions may impose further Duties of Care on the Customer.

11. Responsibility and Liability

11.1 The Customer shall be liable for all obligations arising from card use and the Card Agreement. The Customer particularly undertakes to pay for all Transactions, Fees and Interest Charges and further expenses, e.g., for the collection of overdue receivables. The Customer assumes liability for any Authorized Persons and other third parties who identify themselves to Swisscard using the Customer's personal Means of Identification (for misuse of the Card by third parties, see 11.4 (a), in particular).

11.2 Swisscard declines all responsibility for the Transactions performed using the Card. All disagreements, differences of opinion and complaints about goods or services and the related claims (e.g. in connection with defective, delayed or missing deliveries) shall not release the Customer from his obligation to make timely payment for the monthly statement and shall be settled by the Customer directly and exclusively with the Acceptance Point in question. When returning goods, the Customer must ask the Acceptance Point for a credit note confirmation and, in the case of cancellation, written confirmation of cancellation.

11.3 Subject to 11.4, Swisscard shall assume the charges resulting from misuse of the Card by third parties, provided that such Card misuse is not caused in whole or in part by a breach of these GTC (especially of the Duties of Care) or of the Product and Service Conditions or by any other fault of the Customer. In such a case, the Customer shall assign all claims (including any insurance claims) arising from the damage or loss to Swisscard on first demand. If Swisscard does not assume responsibility for the damage or loss, the Customer shall be liable for all Transactions (including any Fees and Interest Charges pursuant to 8).

11.4 In general, notwithstanding 11.3, Swisscard declines all liability for the following loss or damage so long as they did not originate in any fault committed by Swisscard:

- a. Loss or damage arising from misuse of the Card, if the Transaction in question was performed not only with the Card (and/or card information) but with at least one additional Means of Identification (e.g. PIN Code, mTAN, 3-D Secure, Swisscard Digital Services).
- b. Loss or damage covered by insurance; as well as indirect or consequential damage of any kind (e.g. lost profit).
- c. Loss or damage incurred because the Customer is unable to use the Card as a means of payment, e.g. if the Card is reject-

ed by Acceptance Points, if a Transaction cannot be executed due to a block on the Card, a change of the Spending Limit, or for technical or other reasons, or is damaged or rendered unusable while using the Card, as well as any loss or damage arising from the blocking, cancellation, non-renewal or recall of the Card.

- d. Loss or damage resulting from Card use by individuals or companies related to or affiliated with the Customer (e.g. spouse, children, Authorized Persons, household members, or companies controlled by the Customer).
- e. Loss or damage caused by forwarding of the Card, PIN Code, and/or other Means of Identification by the Customer or by his vicarious agents or at his request, or by sending the Card, PIN Code, and/or other Means of Identification to the delivery address specified by the Customer where the Card, PIN Code, or other Means of Identification cannot be received by the Customer in person.
- f. Loss or damage in connection with offers or benefits provided by third parties (e.g. partner offers).
- g. Loss or damage connected with Secondary or Additional Benefits for the Card, such as bonus and loyalty programs.
- h. Loss or damage resulting from use of Electronic Means of Communication. Swisscard particularly assumes no responsibility for the Customer's Devices, the manufacturers of such Devices (including the software operated by such Devices), for network operators (e.g. internet providers, mobile telephone service providers) and for other third parties (e.g. operators of platforms for downloading apps). Swisscard excludes all liability and warranties for correctness, accuracy, reliability, completeness, confidentiality and transmission time of any data transmitted by electronic means and resulting loss or damage, e.g., as a result of transmission errors, delays or interruptions in transmission, technical failures, permanent or temporary unavailability, hacking attacks or other failings.

12. Customer's credit balances

12.1 Any or all of the Customer's existing credit balances may be transferred by Swisscard, at any time and without prior notice, to the bank account/postal account specified by the Customer. If the Customer has not provided any account details to Swisscard, then Swisscard may send or transfer the credit balance to the Customer, with discharging effect:

- a. in the form of a check or any other suitable method to the Customer's most recently specified delivery address. All expenses associated with issuing and cashing the check or other type of refund may be charged to the Customer by Swisscard; or
- b. to a bank account/postal account known to Swisscard by reason of an earlier payment.

12.2 For closed Card Accounts that still have a credit balance, Swisscard can either

- a. transfer the credit balance to another one of the Customer's Card Accounts, if any;
 - b. proceed in accordance with 12.1; or
 - c. show the Customer's credit balance in the final statement and ask him to give account details for the refund (if it is impossible or impractical to proceed as in 12.2 (a) or 12.1, e.g. because the credit balance is insufficient to cover the costs of issuing a check).
- If the Customer fails to respond to said request within the grace period granted in two reminders, Swisscard may donate the credit balance to a government-accredited, certified non-profit organization in Switzerland. In case of negligible amounts, i.e., if the credit balance cannot cover the costs of a reminder, then there is no need to give such a reminder and the donation shall be made if the Customer fails to specify any account details for the refund within the time limit indicated in the final statement. In such cases, the Customer shall be deemed to waive the credit balance in question. 12.2 (c) shall not apply to dormant accounts or accounts without contact details ("Dormant Accounts").**

12.3 In the case of Dormant Accounts having a credit balance, Swisscard can continue debiting such Fees and expenses as are usually charged, e.g. the (annual) management fee for the Card Account and an address enquiry fee. Moreover, Swisscard may also debit its expenses for the special treat-

ment and monitoring of Dormant Accounts. If such fees and expenses exceed the existing credit balance, the Card Account may be closed out, resulting in termination of the Card Agreement.

12.4 If the Customer has a credit balance on a Card Account and the Customer owes outstanding payments on another Card Account, Swisscard may transfer the credit balance to the account on which outstanding payments are owed.

12.5 If Swisscard expressly makes credit entries only provisionally (e.g. in the case of pending proceedings within the meaning of 10.1 (f) above), Swisscard may refuse to pay out the credit in question pending a final decision on the credit.

12.6 Unless agreed otherwise, no interest shall be paid on the Customer's credit balances on the Card Account.

13. Transfer of the Card Agreement and assignment of rights, obligations and claims

Swisscard may transfer and assign (or offer to transfer and assign) claims under the Card Agreement, rights and obligations under the Card Agreement or the Card Agreement as a whole to third parties in Switzerland or abroad (such as financing companies in the context of securitization of receivables or other refinancing transactions, or payment collection companies). The right of transfer and assignment includes the right of re-transfer and reassignment in Switzerland and abroad.

II. SPECIAL PROVISIONS

14. Basic Account, Card Account, limits and Card use

14.1 Swisscard will issue Cards to Corporate Customers exclusively on the basis of a Basic Account Agreement signed with the Company. Swisscard may reject applications for Basic Accounts without stating any reasons. The Basic Account Agreement enters into effect when Swisscard accepts the Basic Account application submitted by the Company. Swisscard may allow the Basic Account and Card to be applied for together. Card Accounts (see 2.1) are managed under the associated Basic Account. Swisscard may manage several Basic Accounts under a single higher-level main account (e.g. Master Control Account).

14.2 Customers may apply for Cards under a Basic Account only with the Company's approval. The Card will bear the Customer's name and – if requested by the Company and permitted by the relevant Product and Service Conditions – the Company's name. The Customer shall use his Card for the account of the Company.

14.3 The Company shall acknowledge all:

- Transactions approved by the Customer in accordance with 4.6;
- Fees, Interest Charges and other expenses invoiced in connection with the Card and the Basic Account;
- claims and receivables resulting from items a. and b. above.

14.4 If the Basic Account is blocked or terminated, all the Cards issued thereunder shall be immediately blocked or terminated accordingly.

15. Fixed Spending Limits and Global Limits

15.1 Swisscard may set Spending Limits per Basic Account (for several Card Accounts) or per Company (for several Basic Accounts) ("Global Limit"). Swisscard shall communicate the Global Limit to the Company alone and the Company shall draw on it only within the limits of its financial possibilities. Swisscard shall allow its employees to use the Cards only within such limits.

15.2 The Company, together with Swisscard, shall determine the Spending Limit and possible Card uses and inform the Customer thereof along with any associated changes. The Customer shall use the Card exclusively in compliance with such guidelines. The Company's internal guidelines are not opposable to Swisscard by the Customer.

15.3 The available balance of the Global Limit is reduced by any unpaid debit entries and increased by any credit entries. Upon reaching the Global Limit, it is prohibited to charge further amounts to any of the Card Accounts or Basic Accounts even if the Spending Limit of a certain individual Card Account has not yet been reached. The Customer must not exceed any Spending Limit that may be imposed on the Card Account. Charges to the Card Account reduce the associated Spending Limit. If

the Spending Limit is exceeded, Swisscard may declare the amounts owed due and payable immediately.

15.4 The Company may ask Swisscard for the Global Limit or Spending Limits to be:

- increased. Swisscard may make such an increase conditional on a new successful credit check (including information and documents on its financial situation) or sufficient security (e.g. a bank guarantee).
- reduced. Swisscard will confirm this (e.g. on the next monthly statement), in which case the reduced limit will enter into effect from the time indicated by Swisscard.

15.5 The Customer may ask Swisscard to lower the Spending Limit. Swisscard will confirm this (e.g. on the next monthly statement), in which case the reduced limit will enter into effect from that time forward.

15.6 Swisscard may:

- increase the Global Limit by a predetermined amount, providing that the Company authorized Swisscard to do so in the Basic Account application. The same is true of the Spending Limit, providing that the Customer and the Company authorized Swisscard to do so in the card application. Swisscard will provide the Company and/or Customer with confirmation of the increased limit.
- Limits may be reduced at any time with immediate effect if, in the opinion of Swisscard and in its sole judgement, the regulatory environment or economic situation have changed unfavorably, the limits have not been reached, or such a reduction seems advisable for purposes of fraud prevention. Swisscard shall inform the Company and/or the Customer of any such reduction within a reasonable time according to the ordinary course of business.
- Swisscard may unilaterally set special limits on cash withdrawals or other possible uses of the Card (e.g. contactless payments) without giving advance notice to the Customer or Company.

16. Communication and representation between the Company and Customer

16.1 The Company may give and receive all Card-related declarations, information and messages with effect against the Customer, too. Swisscard may also communicate GTC and Product and Service Conditions and any changes therein to the Company alone. Messages shall be deemed to be delivered to the Customer whenever Swisscard shares the message with the Company. The Company shall promptly forward the information to the Customer. Swisscard may also contact the Customer directly at its sole discretion (e.g. for fraud alerts).

16.2 Swisscard will send the Card and PIN code directly to the Company only at the Company's request and risk. If the Card and PIN code are sent to the Company instead of directly to the Customer, the Company shall store them securely and forward them immediately to the Customer in a secure manner. It shall not send the Card and PIN code with the same letter or electronically (e.g. by email).

16.3 The Customer cannot give and receive binding declarations concerning the Company without being authorized to do so by the Company in the manner stipulated by Swisscard. Customers are entitled to receive information only about Transactions performed using their Card, unless the Company holds a power of attorney to that purpose vis-à-vis Swisscard. The Customer hereby acknowledges that the Company and its authorized agents have access to all data of the Card.

16.4 The Company and the Customer may issue individual instructions to Swisscard concerning the Card. In case of contradictory instructions, the Company's instructions shall prevail. Swisscard may at any time require confirmation from the Company of any of the Customer's instructions and other messages to Swisscard. Swisscard reserves the right not to carry out instructions.

17. Company's Authorized Persons and Means of Identification

17.1 The Company may appoint representatives or authorized agents ("Corporate Authorized Persons") for all or parts of the business relationship by using the Basic Account application or in any other manner acceptable to Swisscard. The provisions on customer service and communications (see 7) shall also apply to Corporate Authorized Persons mutatis mutandis (e.g. regarding electronic communication).

17.2 Swisscard may provide the Corporate Authorized Persons with personal means of identification and with access to the Basic Account and to Swisscard services and products for their intended use ("Corporate Means of Identification"). Swisscard may exchange, adapt or disable Corporate Means of Identification at any time.

18. Company's duties of care

18.1 The following duties of care supplement and specify the Company's duties of care according to 10 in conjunction with 1.2. The Company shall:

- ensure that the Customer complies with the present GTC;
- observe the duties of care for Corporate Means of Identification in accordance with 10.1(b);
- keep records for the business relationship with Swisscard in accordance with 10.1(c);
- cooperate whenever Swisscard needs to investigate cases in accordance with 10.1(d);
- audit the monthly statements in the case of a collective statement to the Company and assist the Customer with the messages to Swisscard (see 10.1(f));
- promptly report to Swisscard all Card-related changes in writing or in any other manner acceptable to Swisscard. In particular, the Company shall inform Swisscard in a timely manner when a Customer leaves the Company as an employee. The Company shall ensure that the Cards of departing employees are blocked, collected, rendered unusable and destroyed by no later than the employee's last day of work, and the same applies to the Corporate Authorized Persons, mutatis mutandis;
- ensure that the Customer performs the actions required by 10.1(h) and (j);
- comply with the duties of care for the Company's Electronic Means of Communication under 10.1(j).

18.2 Further Duties of Care may be imposed by Products and Services Conditions of Swisscard.

18.3 The Company shall require the persons acting in its name (e.g. Corporate Authorized Persons) to assume equivalent duties.

19. Responsibility and liability

19.1 **The Company shall be jointly and severally liable for all Swisscard's receivables and claims against the employee and undertakes to pay same, irrespective of the Company's internal legal relationship with the Customer and also with respect to Swisscard's individual account statement to the Customer (see 20.1).** The Company shall be responsible for ensuring that the Customer complies with the GTC, Product and Service Conditions of Swisscard and uses the Card and other products and services in accordance with the contract. The Company shall be liable for the Corporate Authorized Persons as well as other third parties that identify themselves to Swisscard using the personal Corporate Means of Identification.

19.2 The Customer shall be jointly and severally liable for all charges to his Card Account unless he has complied with all duties of care and demonstrably performed all the Transactions within the scope of his activities for the Company and the Transactions were not refunded to the Customer by the Company.

19.3 In general, and irrespective of 11.3, Swisscard disclaims liability to the extent permitted by law, especially for damage to the Company or Customer caused by the following events:

- whenever Corporate Means of Identification (e.g. Basic Account information) are misused (see 11.4(a));
 - in accordance with 11.4(b – c), (f – g), with the proviso that
- the Customer and the Company, as well as other employees of the Company are considered to be related or affiliated persons within the meaning of 11.4(d).
 - 11.4(e) also apply if the Customer's Means of Identification are sent to the Company (see 16.2).
 - 11.4(h) also applies if the Company, the employees and/or the Corporate Authorized Persons use electronic means of communication.

20. Billing and payment methods

20.1 The Customer shall receive each month an electronic or paper invoice for the outstanding balance, which may cover the claims arising from Transactions processed in previous billing periods, Interest Charges, Fees and unpaid amounts from previous monthly invoices.

20.2 If so requested by the company, monthly statements may be sent to the Company, instead of the Customer, as a collective statement. In that case, each Customer will receive, instead of an individual statement, an account statement of the Transactions ordered by the Customer (if such a statement is requested by the Customer and/or Company). Credit balances are not permitted on the Card Account when collective statements are used. Swisscard can provide collective statements only for certain Cards.

20.3 As a supplement to 12.1, Swisscard may transfer credit balances on the Card Account to a bank account indicated by the Company.

20.4 The indication of the balance on the monthly statement does not result in an objective novation of the debt. Unless otherwise agreed (i.e., in particular, unless an installment facility was agreed on), the entire statement amount must be received by Swisscard by no later than the payment due date indicated on the monthly statement. In case of a DD arrangement, the DD shall be collected prior to the payment due date. Swisscard reserves the right not to send a statement if no Transactions occurred in the billing month and the balance is zero.

20.5 The outstanding statement amount must be settled using a payment method accepted by Swisscard. The Customer may pay the outstanding amount as follows:

- a. payment of the statement amount by the deadline specified on the monthly statement;
- b. in installments according to special Product and Service Conditions, providing that the Company has agreed with Swisscard to an installment facility (see 22).

21. Interest charges

21.1 Upon formation of the Basic Account Agreement, Swisscard grants the Company a credit line up to the fixed Spending Limit (if any) or the Global Limit. The credit (loan) is managed on the (Credit) Card Account as a current account. **The credit (loan) is granted when the Card Account is debited ("Posting Date").**

21.2 **The agreed (lending) rate will be charged on all Card Account charges (other than accrued interest) as from the date communicated to the Company (statement date or Posting Date).** If the statement amount is paid in full by the payment due date specified on the monthly statement, interest shall be waived on the charges for that statement period (except for the balance carried forward from previous statements). If the statement amount is not or only partially paid by the payment due date indicated on the monthly statement, interest will be charged on all charges (except on accrued interest) until receipt of a partial payment and thereafter on the outstanding balance until receipt of payment in full, meaning receipt of payment by Swisscard.

22. Payment in Installments

Swisscard may grant an installment facility based on Product and Service Conditions to be agreed on additionally, against payment of interest.

23. Tax consequences of monetary benefits

The Company itself is required to clarify whether it is required to list monetary benefits arising out of Secondary and Additional benefits to the Card Agreement in the customer's salary statement for tax purposes.

24. Data protection

24.1 Swisscard performs the following data processing, in particular:

- a. Swisscard processes personal data and other information of the Customer and Company ("Data") for purposes of application checks and processing of the Card Agreement and Basic Account Agreement and Secondary and Additional Benefits related to the Card or Basic Account, of risk management (e.g. credit check), for security purposes (e.g. fraud prevention and IT security), for compliance with regulatory provisions (e.g. combating money-laundering and terrorist financing), for test purposes and in accordance with 24.1 (b) below.
- b. Swisscard processes Data for **market research and marketing purposes**, particularly to improve and develop Cards, Basic Accounts as well as Secondary and Additional Benefits from Swisscard or from third parties. Swisscard may send the Customer and Company offers by Swisscard and third-parties, including third-party offers unrelated to the Card (e.g. financial services such as non-card-linked insurance), including by electronic means (see 7.3 (c)). The

Customer and the Company may waive offers under this clause 24.1 (b) at any time, in writing, by telephone or any other manner stipulated by Swisscard. Such a waiver may generally be made for all physically or electronically transmitted offers or only for offers transmitted to the Electronic Address (total waiver or waiver at least specifically of special advertising actions, newsletters, communication channels, etc.).

- c. For the purposes of 24.1 (a) and 24.1 (b), Swisscard may create or evaluate **profiles to analyze or forecast interests and behavior** and thus all Data such as Card information and Data concerning Transactions and Secondary or Additional Benefits (e.g., bonus or loyalty programs), possibly in combination with further data from other sources.
- d. Swisscard may **exchange Data with third parties** to the extent necessary for checking applications and performing the Card Agreement and Basic Account Agreement (including Secondary or Additional Benefits linked with the Basic Account or the Card). The Customer and Company hereby consent to Swisscard retrieving their information from the Central Office for Credit Information ("ZEK") and notifying the ZEK of any Card blocking, serious payment arrears, or misuse of the Card by the Customer and/or Company. The ZEK may provide its members with such Data regarding a credit, leasing or other agreement with the Customer and/or the Company.
- e. Swisscard may make certain **decisions via automation**.

24.2 Whenever the Customer and/or the Company transmits third-party Data to Swisscard (e.g. information in the card application), Swisscard assumes that they are authorized to do and that such information is correct. **The Customer and the Company shall inform such third parties of the processing of their Data by Swisscard.**

24.3 The Customer hereby acknowledges that Swisscard and the Company may exchange all Data relating to them with one another and that the Company can view the Customer's individual Transactions on an ongoing basis. At the Company's request, Swisscard may transmit such Data to the Company's foreign and domestic affiliated enterprises (e.g. group companies) or service providers. This information may also be exchanged electronically (e.g. via email).

24.4 Further information about data processing is available in the Privacy Policy, the latest version of which can be viewed at www.swisscard.ch/dataprotection or requested from Swisscard.

24.5 Third parties may obtain knowledge of Data through Swisscard's data processing in accordance with these GTC and, where applicable, with the Product and Service Conditions and Privacy Policy. To that extent, the Customer and Company hereby release Swisscard from non-disclosure obligations.

25. Changes to the GTC and Basic Account Agreement/Card Agreement

25.1 The present GTC shall supersede the previously applicable GTC for Cards as from September 1, 2023.

25.2 Swisscard may change the present GTC or other provisions of the Basic Account Agreement and Card Agreement (including Product and Service Conditions) at any time and notify the Company thereof. The Company shall be deemed to accept the relevant changes unless it terminates the Agreement by the deadline specified in the notice of change. By using the Card after the effective date of the change, the Customer confirms awareness and acceptance of the modified provisions of the Card Agreement. Where expressly provided for, the Customer or Company may also use electronic means of communication to consent to modified provisions of the Swisscard Basic Account Agreement and Card Agreement. If Swisscard adapts terms and conditions for certain Cards only (Part III), Swisscard may exclusively inform the companies affected thereby.

26. Applicable law and jurisdiction, place of performance and debt enforcement under the Basic Account and Card Agreement (including Product and Service Conditions)

26.1 The contractual relationship between the Customer and Swisscard and between the Company and Swisscard shall be governed by Swiss law, excluding conflict-of-laws provisions and international treaties.

26.2 The place of performance and venue shall be the **registered office of Swisscard**. For Customers domiciled abroad, Swisscard's headquarters is also the venue for debt enforcement. Notwithstanding the foregoing, Swisscard may also assert its right before any other competent authorities or courts. This shall be without prejudice to the binding provisions of Swiss law.

III. SUPPLEMENTARY PROVISIONS FOR CERTAIN CARDS

27. Corporate Purchasing Card

27.1 The cards referred to in the present clause 27 are American Express Corporate Purchasing Cards (hereinafter "CPCs").

27.2 The Company shall determine whether to issue a physical Card and the Acceptance Points at which CPCs may be used.

27.3 Swisscard shall issue monthly statements to the Company in the form of collective statements. The Customer shall not receive any separate statement.

27.4 Swisscard may provide the Company, upon request, with VAT reports and supplier evaluations regarding CPC transactions. The Company shall use such reports under its own responsibility and Swisscard gives no guarantees and disclaims all liability for such reports.

09/2023