Miles & More | SWISS

VISA

AECS swisscard

CARD APPLICATION

Please fill out the application, tick the appropriate boxes, and then return it duly signed and with the necessary enclosures to:
Swisscard AECS GmbH, Private Banking Services, P.O. Box 227, CH-8810 Horgen.

Please note: A separate card application must be filled out for each selected card product.

1 PRODUCT AND OFFER

SWISS Miles & More Platinum card duo
The annual interest is 12% as from posting date.



I2B4GYY0MR

☐ **SWISS Miles & More Platinum** **700 CHF/year**

- SWISS Miles & More American Express Platinum
- SWISS Miles & More Visa Platinum

I will receive 10,000 miles as welcome bonus.

The maximum spending limit for the SWISS Miles & More Platinum card duo is 80,000 CHF per month in total for both cards.

☐ **Yes,** I am **HON Circle Member** and will receive the SWISS Miles & More Platinum card duo for the **special annual fee of 500 CHF** instead of 700 CHF, for as long as I am HON Circle Member.

Additional card for another person (please fill out paragraph 5)

☐ SWISS Miles & More American Express Platinum and Visa Platinum 200 CHF/year

As HON Circle Member, I will receive the SWISS Miles & More Platinum additional card duo for 100 instead of 200 CHF for as long as I am HON Circle Member.

SWISS Miles & More Gold card duo
The annual interest is 12% as from posting date.



I6NUEGJ7KW

☐ **SWISS Miles & More Gold** **220 CHF/year**

- SWISS Miles & More American Express Gold
- SWISS Miles & More Visa Gold

I will receive 5,000 miles as welcome bonus.

The maximum spending limit for the SWISS Miles & More Gold card duo is 30,000 CHF per month in total for both cards.

Additional card for another person (please fill out paragraph 5)

☐ SWISS Miles & More American Express Gold and Visa Gold 80 CHF/year

SWISS Miles & More Classic card duo
The annual interest is 12% as from posting date.



L5KGF1C32T

☐ **SWISS Miles & More Classic** **120 CHF/year**

- SWISS Miles & More American Express
- SWISS Miles & More Visa Classic

I will receive 2,000 miles as welcome bonus.

The maximum spending limit for the SWISS Miles & More Classic card duo is 15,000 CHF per month in total for both cards.

Additional card for another person (please fill out paragraph 5)

☐ SWISS Miles & More American Express and Visa Classic 60 CHF/year

If the Miles & More status is lower, the applicant authorizes the card issuer to issue a card with the higher annual fee according to the actual status. The Miles & More status is subject to the conditions of the Miles & More programme (www.miles-and-more.ch). The status issued the month before the annual fee is calculated is decisive.

☐ I am already a Miles & More member. My number is:

2 DETAILS OF PRINCIPAL CARD APPLICANT

I would like my first and last names to appear on the card as follows: (max. 20 characters including spaces; no accents or umlauts)

☐ Mr ☐ Ms Language of correspondence: ☐ German ☐ French ☐ English ☐ Italian

Last Name First name

Street/no. (Residence)

Postal code City Country

Date of birth D M Y Nationality Marital status ☐ married ☐ not married

Must be enclosed: copy of your passport, identity card or Swiss driver's license.
Foreign nationals residing in Switzerland: Enclose a copy of your Swiss alien's residence permit:

☐ B ☐ C (enclose a copy of your employment contract or confirmation of a permanent employment relationship)

If different, please specify since M Y

Landline phone + Tel. Office + Mobile +

E-mail

Providing us with the details of your email address and cell phone number enables swift communication e.g. in case of fraud warnings and for marketing purposes. Please bear in mind that electronic communication is associated with specific risks and due diligence standards, see sections 7.4 and 10.1k in the General Terms and Conditions in paragraph 14.

I already have a Swisscard AECS GmbH card. The account number is:

3 OCCUPATION OF PRINCIPAL CARD APPLICANT

☐ employed ☐ self-employed ☐ retired ☐ student/trainee ☐ not employed

Employer since M Y

Street/no. Postal code City Country

Sector Occupation/position

Gross annual income in CHF Tel. Office +

4 BANK ACCOUNT IN SWITZERLAND

The indication of the bank or post office account is compulsory, regardless of the chosen method of payment. With my signature as principal card applicant on this card application, I confirm that the bank/post office account in Switzerland declared in this paragraph is active and maintained in my name at the respective bank/post office.

Bank/post in Switzerland IBAN/Account no.

Branch/city Clearing no

5 DETAILS OF ADDITIONAL CARD APPLICANT

Account number in case of subsequent additional card application:

☐ Mr ☐ Ms **I would like the first and last names of the additional cardholder to appear on the card as follows:** (max. 20 characters including spaces; no accents or umlauts)

Last name First name

If the address is different from that of the principal cardholder, please enter the correct address here:

Street/no. (Residence) Postal code City Country

Date of birth D M Y Nationality State (Country)

Cell phone* +

*see sections 7.4 and 10.1k in the General Terms and Conditions in paragraph 14.

The statement will be included with that of the principal card. Enclose copies of identification documents as per paragraph 2.

6 PAYMENT TYPE

I am paying my monthly bill with:

☐ Payment slips

☐ Direct Debit (debit authorisation with right of objection)
Please fill out the attached Direct Debit form and address it to us via your bank.

7 ADDRESS FOR ALL CORRESPONDENCE, INCLUDING STATEMENTS AND MAILINGS CONTAINING CARDS/PIN CODES

☐ Bank address ☐ Home address

☐ Other Address

Please note that cards may not be sent to post office box addresses.

Street/no.

Postal code City

☐ **Copy of statement to customer is desired.** We require the customer's private address for this purpose (see paragraph 2).

8 TABLE OF FEES

	SWISS Miles & More Platinum	SWISS Miles & More Gold	SWISS Miles & More Classic
Annual fee for principal cards	700 CHF	220 CHF	120 CHF
Annual fee for additional cards	200 CHF	80 CHF	60 CHF
Replacement card (in the case of loss, theft or willful damage)	free	25 CHF	25 CHF
ATM withdrawals in Switzerland	4%, min. 10 CHF	4%, min. 10 CHF	4%, min. 10 CHF
ATM withdrawals abroad/bank counters	4%, min. 10 CHF	4%, min. 10 CHF	4%, min. 10 CHF
Lottery, betting and casino transactions (except for Swisslos/Loterie Romande)	4%, min. 10 CHF	4%, min. 10 CHF	4%, min. 10 CHF
Handling fee for paper statement (per monthly statement)	free	1.95 CHF	1.95 CHF
Payment reminder fee	30 CHF	30 CHF	30 CHF
Foreign currency or cross border handling fee	2,5%	2,5%	2,5%
Copy monthly statement (per order)	free	10 CHF	10 CHF
Duplicate monthly statement to the own or to a third address (annual flat rate)	free	25 CHF	25 CHF
Mail order foreign countries (per monthly statement)	free	1 CHF	1 CHF
Address inquiry	free	25 CHF	25 CHF
Card delivery by express or courier	costs over 100 CHF	effective costs, min. 25 CHF	effective costs, min. 25 CHF
PostFinance fee for payment at a counter (price from the post office charged for cash payments at a post office counter)	according to current postal charges	according to current postal charges	according to current postal charges
Annual interest	The annual interest specified under paragraph 1 applies **from the posting date.**		

9 DETERMINATION OF THE BENEFICIAL OWNER

I hereby declare that the money used to settle the card statement and/or that is collected by Swisscard as the card issuer («Swisscard») in another way (Tick where appropriate, tick only one):

☐ belongs **solely** to the **principal card applicant.** ☐ belongs to the **principal card applicant** and the **following natural person/people;**
☐ belongs **exclusively** to the following natural person/people:

First name, last name
Street/no. (Residence)
Zip code/town
Date of birth D M Y
Country Nationality

First name, last name
Street/no. (Residence)
Zip code/town
Date of birth D M Y
Country Nationality

If other natural people than those named here are beneficial owners, please use the «Identification of beneficial owner» form on www.swisscard.ch/beneficial-owner. Send this to us separately and signed. The principal card applicant undertakes to notify Swisscard of any respective changes accordingly. Deliberately providing false information on this form is a criminal offense (document forgery according to Art. 251 of the Swiss Criminal Code).

10 AUTHORISATION

☒ **Until written revocation,** the principal card applicant and any additional card applicant (hereinafter referred to as the **«Principals»**) hereby authorise the bank or their institutions, employees and auxiliary persons (hereinafter referred to as the **«Authorised Agents»**) mentioned under paragraph 14 «Details of the Financial Intermediary» **to comprehensively represent them towards Swisscard AECS GmbH within the scope of their rights and duties/obligations of the submitted General Terms and Conditions (GTC) commensurate with the signing of this card application.** However, transfers of card deposits to other accounts as well new credit/charge cards from the portfolio of Swisscard AECS GmbH can only be applied for by the Principals themselves. This authorisation also remains valid with the loss of legal capacity or the declaration of disappearance or respective death of one of both Principals. **The General Terms and Conditions (GTC) shall be applied mutatis mutandis with regard to the choice of law and place of jurisdiction during the signing of this card application. These GTC will be delivered once again together with the card on the back side of the card carrier. Any legal claims arising from or in connection with the authorisation are to be asserted by the Principals directly and solely against the Authorised Agents; a liability of Swisscard AECS GmbH is also explicitly excluded. The Principals have no right to return of the letter of authorisation as defined by Art. 36 of the Swiss Code of Obligations (CO).**

11 DECLARATION BY APPLICANT

I confirm the accuracy of the information above and acknowledge the right of Swisscard AECS GmbH (hereinafter: "Swisscard") as the issuer of the card(s) to verify this information at any time, including with third parties, and to reject this card application without stating any reasons. If the card includes insurance benefits, I hereby join the collective insurance contracts concluded by Swisscard. I am aware that I can view the full General Terms and Conditions of Insurance, the information for persons insured under collective insurance and any additional associated services (including bonus and loyalty programs) at www.swisscard.ch or can request them from Swisscard. By no later than my first use of the card, I accept the General Terms and Conditions of Insurance and the terms and conditions of any additional associated services. **For security and marketing purposes as well as for risk management, Swisscard may process all information about me, and create and evaluate profiles in order to analyze and predict my interests and behavior (cf. clause 20 of the GTC).** I can object to data processing for marketing purposes at any time. For further information about data processing, I can consult the Swisscard **Privacy Statement** at www.swisscard.ch/dataprotection at any time or request it from Swisscard. I will inform third parties whose data I cause to be processed (e.g. by mentioning such persons in the card application) of the processing of their data. **Swisscard** may exchange my data with **Swisscard Group companies in Switzerland and abroad** (including in countries without an adequate level of data protection, in which case, suitable protective measures will be taken), in order to comply with statutory and regulatory provisions and the regulations of the group companies, and to manage risks. **I hereby release Swisscard and its group companies, to the extent set out above, from any and all contractual and statutory confidentiality obligations. The present authorization shall not lapse upon the death, loss of capacity to act, or bankruptcy of the applicant.**
Principal card applicant: I also confirm that I am jointly and severally liable with the additional cardholder(s) for all obligations arising from the use of the additional card(s). My income and assets are sufficient to pay the card statements and meet my other obligations.
Additional card applicant: I also confirm that I authorize the principal cardholder to make and receive all declarations relating to the additional card on my behalf.

12 SIGNATURES

By signing I confirm that I have read, understood and accepted the following components of the application: General Terms and Conditions for Credit Cards of Swisscard AECS GmbH for Private Customers **(paragraph 14),** specifically **sections 7 (Communications), 10 (Duties of care), 11 (Responsibility and liability), 15.3 (Adjustment of spending limits), 18 (Interest Charges as from posting date) and 21 (Changes to the Card Agreement).**

✗ Place/date ✗ **Signature principal card applicant**

✗ Place/date ✗ **Signature additional card applicant**

13 DETAILS OF THE FINANCIAL INTERMEDIARY

Name of financial intermediary
Branch
Street/no.
Postal code
City
Client advisor's name of
Client advisor's tel. no.
Client advisor's mobile
Bank's 24-hour hotline
Client advisor's e-mail
ID reference ☐ Please assign an ID reference (must not be the client's name) for all mailings of client correspondence to the bank

Desired spending limit:
(If a bank guarantee is issued, the spending limit cannot exceed the amount of the bank guarantee.)

These General Terms and Conditions (**"GTC"**) regulate the legal relationship between Swisscard AECS GmbH (**"Swisscard"**) and the holders of credit cards within the meaning of 1.1 below for private Customers (**"Customer(s)"**) concerning such cards. 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 are considered to be a card (**"Card"**) within the meaning of these GTC:

a. credit cards with and without Spending Limits;
b. 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 are applicable to all Cards. Depending on the Card, the following rules may also apply:

a. the supplementary provisions for the relevant Card (Part II); and
b. 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 Swisscard (see 3).

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 instalment 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

a. Swisscard, based on the relevant Product and Service Conditions, or
b. 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 https://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 deemed to have been approved by the Customer in the following cases:

a. 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).
b. 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 5.1b), a password or approval via the Swisscard Online service (see 6).
c. 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 tokenisation 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 authorisation

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:

a. Card, PIN Code, Card Account number;
b. 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;
c. authentication services authorized by Swisscard for online card use (e.g. 3-D Secure);
d. "SwisscardLogin" for access to online services;
e. 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, 10.1b 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 deputies 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.:

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

a. 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).
b. The rules regarding the duties of care (e.g. 10.1k) and liability (e.g. 11.4h) 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 authorisation 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:

a. 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.
b. 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.

c. offers within the meaning of 20.1b below and references to benefits from using the Card (product advertisement: to opt out, see 20.1b).
d. confirmation or activation codes (mTANs) used as Means of Identification (see 5.1b).

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 business Customers.

7.4 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 of 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:
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 Customer's Device, manipulate the Device and misuse the Customer's Means of Identification.
d. 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).
e. 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 fulfil, in particular, the **duties of care when using Electronic Means of Communication** mentioned in 10.1k 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 instalments.

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 tokenisation 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 tokenisation 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 tokenisation 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 prorated 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 10.1j).

10. Duties of care

10.1 Regardless of the type of Card, the Customer shall fulfil the following obligations to exercise due care and to cooperate (**"Duties of Care"**):
a. 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.
b. **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). 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.
c. 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.
d. **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.
e. Before approving a Transaction, the Customer shall check the amount of the Transaction and the receipt and promptly clear up any discrepancies with the Acceptance Point.
f. **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 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 10.1f, 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 10.1f 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 10.1f.
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, e-mail 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 fulfil 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 acceptable 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 Authorised 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 11.4a, 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 rejected 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 12.2a 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 organisation 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.** 12.2c 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 treatment 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 10.1f 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. Supplementary provisions for Credit Cards (private customers)

14. Principal Cards and Additional Cards

14.1 The principal cardholder (**"Principal Cardholder"**) may apply for additional cards (**"Additional Cards"**) for third parties (**"Additional Cardholders"**), at his own risk and responsibility, providing that the option is available for the relevant Card. Additional Cardholders may use their Cards for the account of the Principal Cardholder, but they are entitled to receive information on the principal Card (**"Principal Card"**) and Transactions made using the Principal Card only if the Principal Cardholder has filed a power of attorney to that purpose with Swisscard. The Additional Cardholder hereby acknowledges that the **Principal Cardholder has access to all data of the Additional Card.**

The term "Customer" as used in these GTC applies equally to holders of Principal Cards and Additional Cards. The term "Card" as used in these GTC applies equally to Principal Cards and Additional Cards.

14.2 The Principal Cardholder shall acknowledge all Transactions approved by the Additional Cardholder (4.5 applies to the Principal Cardholder with respect to the Additional Cardholder's Transactions, too). **The Principal Cardholder is jointly and severally liable with the Additional Cardholder for all obligations resulting from use of the Additional Card(s), and undertakes to pay all such debts. Moreover, the Principal Cardholder warrants that the Additional Cardholder shall comply with these GTC and the applicable Product and Service Conditions.**

14.3 The Principal Cardholder may have both the Principal and Additional Cards blocked, whereas the Additional Cardholder may only have the Additional Card blocked. Cancellation of the Principal Card automatically results in cancellation of any Additional Cards. Additional Cards may be cancelled by the Additional Cardholder or Principal Cardholder, whereas Principal Cards can only be cancelled by the Principal Cardholder.

14.4 The Additional Cardholder hereby authorizes the Principal Cardholder to give and receive all declarations and information concerning the Additional Card with effect for the Additional Cardholder, as well. Notifications to the Additional Cardholder shall be deemed to have been delivered upon delivery to the Principal Cardholder. Additional Cardholders may also be contacted directly by Swisscard, at its discretion.

14.5 The Additional Cardholder shall promptly inform Swisscard in the event of the death, loss of legal capacity, or bankruptcy of the Principal Cardholder. The Additional Cardholder shall cease using the Additional Card upon learning of such an event, unless Swisscard, knowing of the event, agrees in writing to further use of the Additional Card.

14.6 The Principal and Additional Cardholders shall be considered related parties within the meaning of 11.4d above.

15. Fixed Spending Limits

15.1 The fixed Spending Limit defined by Swisscard applies to the Principal Card and Additional Cards combined. Swisscard

may set a combined Spending Limit (global limit) for several Cards issued as a package (bundle). The Spending Limit is notified to the Customer in the declaration of acceptance (see 2.2), appears on the monthly statement and, if applicable, in Swisscard's Online Services, and can be requested from Swisscard's customer service at any time. The limit on cash withdrawals may be lower than the fixed Spending Limit.

15.2 Debits to the Card Account reduce the available balance under the fixed Spending Limit. The Customer may only use the Card up to the fixed Spending Limit. If the fixed Spending Limit is exceeded, Swisscard may declare the amounts owed due and payable immediately.

15.3 **Fixed Spending Limits set by Swisscard and communicated to the Customer may be changed as follows:**

a. An increase of the fixed Spending Limit can only be applied for through the procedure defined by Swisscard. Swisscard agrees to such increases only after successful completion of a new credit assessment.
b. **In the event of regulatory changes and/or deterioration of the Customer's financial situation, Swisscard may unilaterally lower the fixed Spending Limits to the necessary extent at any time, with immediate effect.** The Customer shall be informed of any such reduction within a reasonable time according to the ordinary course of business.
c. At the Customer's request, the fixed Spending Limit may also be lowered using the procedure defined by Swisscard, in which case the reduction is subject to confirmation by Swisscard (e.g. on the next monthly statement).
d. Swisscard may unilaterally set special limits on cash withdrawals or other possible uses of the Card (e.g. contactless payments) even without notifying the Customer, and adjust such limits by updating the customer documentation about the Card (which can be viewed at www.swisscard.ch and/or the linked websites and can be ordered from customer service).

16. Instalment facility

For credit cards, Swisscard may grant the option to make payment in instalments.

17. Charge cards in particular

17.1 Swisscard does not grant any instalment facility for charge cards (see 16).

17.2 Charge cards do not generally have a fixed Spending Limit communicated to the Customer, (see 15). Swisscard systems do, however, have a dynamic spending facility based on the card application check, the Customer's spending pattern and other aspects (**"Dynamic Spending Facility"**). Swisscard can set cash withdrawal limits on charge cards.

17.3 Part II, "Supplementary Provisions for Credit Cards" shall apply unaltered to Charge Cards, too.

18. Lending and Interest Charges as from posting date

18.1 Upon entering into the Card Agreement, Swisscard grants the Customer a **credit facility** in the amount of the fixed Spending Limit (for Credit Cards with fixed Spending Limits) or of the Dynamic Spending Facility (for charge cards). The credit (loan) is managed on the (Credit) Card Account **as a current account. The credit (loan) is drawn upon or given when the Card Account is debited ("Posting Date").**

18.2 **The agreed (lending) rate will be charged on all Card Account charges (other than accrued interest) as from the 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.

19. Billing and payment methods

19.1 The Customer shall receive in paper or electronic format a monthly statement for the outstanding balance, consisting of the claims arising from the Transactions processed in the past statement period, plus Interest Charges, Fees and outstanding amounts carried forward from earlier monthly statements. 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.

19.2 The outstanding statement amount must be settled using a payment method acceptable to Swisscard. The Customer may pay the outstanding amount as follows:

a. payment of the entire statement amount by the deadline specified on the monthly statement;
b. in addition, for Credit Cards with an installment facility: (i) payment in variable monthly installments, in an amount set for each statement by the Customer himself, by the deadline specified on the monthly statement, provided that at least the minimum payment is made according to the installment facility arrangement; or (ii) payment in fixed installments in an amount agreed on in advance with Swisscard (for the full statement amount or certain Transactions).

20. Data protection

20.1 Swisscard performs the following data processing, in particular:

a. Swisscard processes the Customer's personal data (hereinafter also referred to as **"Data"**) for checking applications and for processing the Card Agreement and offering Secondary or Additional Benefits related to the Card, for carrying out risk management (e.g. credit assessment), for security purposes (e.g. fraud prevention and IT security), for complying with supervisory regulations (e.g. combating money-laundering and terrorist financing), for test purposes, and in accordance with 20.1b below.
b. Swisscard processes the Customer's Data **for market research and marketing purposes,** particularly to improve and develop card benefits as well as Secondary and Additional Benefits of Swisscard or of third parties. Swisscard may send the Customer 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 7.3c). The Customer may waive offers under this clause 20.1b at any time, in writing, by telephone or any other manner stipulated by Swisscard. Such a waiver may be made for all physically or electronically transmitted offers or only for offers transmitted to the Electronic Address (total waiver or waiver only of special advertising actions, newsletters, communication channels, etc.).
c. For the purposes of 20.1a and 20.1b, Swisscard may create or evaluate **profiles to analyse or forecast interests and behaviour** 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 the Customer's Data with third parties** to the extent necessary for checking applications and for carrying out the Card Agreement (including card-linked Secondary or Additional Benefits). The Customer therefore agrees that Swisscard may obtain Data about the Customer from the Central Office for Credit Information (**"ZEK"**) and may send a report to the ZEK in case of card blocking, serious payment arrears or misuse of the Card by the Customer, which may provide its members with such Data with regard to an envisaged loan, leasing agreement or other contract with the Customer.
e. Swisscard can make certain **decisions automatically,** e.g. in the context of fulfilling legal obligations (e.g. credit assessment) or processing the Card Agreement (e.g. a change of limit).

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

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

20.4 When Swisscard processes Data under these GTC or, where applicable, under Product and Service Conditions and the Privacy Statement, third parties may gain knowledge of Customer Data and **the Customer hereby releases Swisscard from its confidentiality obligations in respect thereof.**

21. Changes to the Card Agreement

21.1 These GTC supersede the previous "Terms and Conditions for Charge Cards and Credit Cards of Swisscard AECS GmbH", which previously governed credit cards for private customers". Swisscard reserves the right to change these GTC or other provisions of the Card Agreement at any time (including Product and Service Conditions). Such changes shall be announced to the Customer pursuant to 7.2 and shall be deemed to have been approved by the Customer unless the Card (and/or Secondary and Additional Benefits that are concerned by the change and can be acquired optionally with the Card and cancelled separately) is cancelled by the deadline specified in the change notice that precedes the effective date of the change. Notification of changes may be made by separate letter or by other appropriate means (including on the monthly statement or a related enclosure or by using Electronic Means of Communication). By each card use after the effective date of the change, the Customer confirms acceptance of the adjusted provisions of the Card Agreement. The Customer can also expressly acknowledge amended provisions of the Card Agreement by issuing an appropriate declaration of consent via Electronic Means of Communication.

22. Applicable law and jurisdiction, place of performance and debt enforcement

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

22.2 The place of performance and venue shall be the **registered office of Swisscard.** For customers domiciled abroad, a venue for debt enforcement is also established at Swisscard's headquarters. Notwithstanding the foregoing, Swisscard may also exercise its rights before any other competent authorities/courts, without prejudice to mandatory statutory provisions of Swiss law.

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15 HAVE YOU THOUGHT OF EVERYTHING?

- ☐ Attach a copy of an official identification document (passport, ID card, Swiss driver's licence) with recognisable photo, signature, place of issue and date of issue. For foreign nationals with residence in Switzerland: attach a copy of your **alien's residence permit** with recognisable photo, signature, place of issue and date of issue (if there is no delegation agreement).
- ☐ **Additional card applicant:** copy of an official form of identification (passport, identity card, driving licence, alien's residence permit with recognisable picture, signature, and the place and date of issue)
- ☐ In the following cases, please attach a compulsory **bank guarantee:** if the card applicant does not have a permanent residence in Switzerland or in the Principality of Liechtenstein.
- ☐ Have the **principal card applicant** and the **additional card applicant** signed the application?
- ☐ Have you completed **all spaces?**

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