

Terms and Conditions for Charge Cards and Credit Cards of Swisscard AECS GmbH

I. General Provisions

These General Terms and Conditions (GTC) apply to cards issued by **Swisscard AECS GmbH** (hereinafter referred to as the "Issuer"):

- a) charge cards (without fixed spending limits);
- b) credit cards (with fixed spending limits);
- c) other means of identification approved for the processing of cashless payments that enable the Client to purchase, with or without fixed spending limits, goods and services without cash at points of acceptance;

wherein a), b), and c) shall all be hereinafter referred to as "cards".

Section II ("Supplementary Provisions for Credit Cards, Not Charge Cards") of these General Terms and Conditions shall apply to credit cards and/or corporate cards in addition to the general provisions in section I.

To facilitate reading, only the masculine form is used in this document; all references to the male gender shall be deemed and construed to include the female gender.

1. Principal Cards and Additional Cards

The principal cardholder may request additional cards for third parties on his own responsibility and for his own account, provided that the Issuer offers this option. Additional cardholders may use their cards for the account of the principal cardholder, but they are entitled to receive information on the principal card and transactions made using the principal card only if the principal cardholder has filed a special power of attorney with the Issuer. The holders of principal cards and additional cards shall be hereinafter referred to as "Clients".

2. Issue of Cards and Acknowledgement of the General Terms and Conditions

2.1 Once the Issuer has approved the card application, the Client shall receive a personal, non-transferable card made out in his name. Card applications may be rejected without any reasons being given.

2.2 At the latest when signing and/or using the card, the Client confirms he has read, understood, and accepted these General Terms and Conditions, and has also accepted the fees (see section 4) applicable when the card is used.

2.3 Each card issued shall remain the property of the Issuer.

3. Card Use and Approval

3.1 The card entitles the Client to purchase goods and services at points of acceptance and to withdraw cash at specific cash dispensing points (e.g. bank counters and ATM machines). The Issuer may adjust or restrict the possible uses of the card at any time (e.g. restriction in terms of amount or to certain points of acceptance, countries, or currencies).

3.2 Card transactions shall be deemed approved in the following cases:

- a) When the Client signs the transaction receipt; or
- b) **When the Client or a third party uses the personal identification number (PIN), or when the PIN is used in any other way for approval purposes;** or
- c) Without the Client or a third party using the card or the PIN, when only the name, card number, expiration date, and verification number (CVC/CVV) are stated, or when other

means of identification are used (e.g. for distance transactions such as purchases by telephone, correspondence, and Internet); or

- d) When the Client or a third party uses the card without a signature or PIN and/or other means of identification (e.g. at automated points of payment in car parks or on the motorway);
- e) When the Client uses other means of identification approved by the Issuer for cashless payments (e.g. contactless payment using Near Field Communication technology).

3.3 The Client (also the principal cardholder in the case of additional cards) acknowledges all transactions authorized pursuant to section 3.2, as well as all ensuing claims, and irrevocably instructs the Issuer to pay the sums in question to the points of acceptance. This approval confers the right, although not the obligation, of the Issuer to authorize transactions.

3.4 The Client agrees to use his card only within the limits of his financial circumstances. In particular, the Client must cease using the card as soon as it becomes clear that he is unable to meet his financial obligations or if he becomes insolvent.

3.5 The use of the card for illicit purposes is prohibited.

4. Fees (Including Commissions, Interest, and Costs)

4.1 The use of the card and the contractual relationship may be associated with fees (e.g. annual fee, second notice fee), commissions (e.g. commission on cash withdrawals at ATMs), interest, and (third-party) costs (e.g. handling fees for transactions in foreign currencies), (hereinafter collectively referred to as «Fees»). With the exception of any third-party costs, the Client shall be notified of the occurrence, type, and amount of Fees on or in connection with the card applications and/or in another appropriate manner, and details may be obtained at any time from the Issuer's customer service or at www.swisscard.ch.

4.2 For transactions in currencies other than the card currency, the Client accepts the foreign currency rates applied and/or the conversion rates set by the card organizations.

4.3 The agreed interest is charged on all debits (except accrued interest) as of the respective statement date. Should the statement amount be paid in full within the specified time limit, i.e. at the latest on the date specified on the monthly statement, then interest on new amounts debited during that same statement period shall be waived. Should the statement amount not be paid in full or be paid only partially within the specified time limit, interest shall be charged on all debits (except accrued interest) until receipt of a partial payment, and thereafter on the outstanding balance remaining due until payment thereof. Receipt of payment by the Issuer is determinative.

5. Invoicing and Payment Terms

5.1 The Client will receive a monthly statement, either as hard copy or in electronic form, showing the balance due as well as the transactions processed in the statement period just ended. The indication of the balance on the monthly statement does not result in an objective novation of the debt. Unless otherwise agreed, the entire statement amount must be received by the Issuer no

later than on the payment date indicated on the monthly statement. The Issuer reserves the right not to send a statement if no transactions occurred in the billing month or if the balance is zero.

5.2 The outstanding statement amount must be settled using a payment method accepted by the Issuer.

5.3 If cards can be used to withdraw cash from ATMs with direct debit, such withdrawals and any associated fees will generally be debited directly to the bank account indicated by the Client, and will appear only on the monthly statement from the Client's bank rather than on the monthly statements from the Issuer. The Issuer may decide at its discretion to make this function available and/or to restrict it (e.g. to certain countries, points of acceptance, currencies).

6. Payment Obligations

6.1 The Client undertakes to pay all outstanding amounts resulting from card transactions pursuant to section 3.2, the Fees pursuant to section 4, and any further expenses arising for the Issuer, such as those for recovering outstanding amounts due. The Client shall be held liable without reservation for all obligations resulting from use of the card and/or the contractual relationship.

6.2 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.

7. Obligation to Cooperate and Exercise Due Care

The Client

- a) must sign the card immediately upon receipt with indelible ink in the space provided;
- b) must store the card, PIN, passwords, and other means of identification using the same care as with cash and separately from one another. The card may not be lent, transferred, or in any other way made available to third parties. The PIN, password, and other means of identification must be kept secret, protected during input, and no note of them may be made on the card or elsewhere, even in an altered form. Immediately upon receipt of the card, the Client is advised to change the PIN at a suitably equipped ATM. A PIN must not consist of easily ascertainable combinations (e.g. telephone numbers, dates of birth, car registration numbers);
- c) must always know where his card is located, and must regularly confirm that it is still in his possession;
- d) undertakes to use the secure payment methods supported by the Issuer (e.g. Verified by Visa, Mastercard® SecureCode™, American Express® SafeKey®);
- e) undertakes to use the card for cash withdrawals with direct debit (see section 5.3) only insofar as the necessary funds are available in the specified bank account;
- f) must check the transaction amounts and receipts presented to him before approving a transaction (see section 3.2) and must promptly resolve any discrepancies with the seller;
- g) must notify the Issuer immediately if he executed transactions or has not fully paid a statement amount and still has not received a monthly statement more than eight (8) weeks thereafter;

- h) **Must check the monthly statements upon receipt using the transaction receipts he has kept, and must inform the Issuer of any discrepancies (particularly debits resulting from unauthorized use of the card) by telephone immediately and in writing at the latest within thirty (30) days of the statement date (date of postmark). Otherwise, the invoices shall be presumed to be correct.** If the Client is requested to submit a claims/disputed transaction form, he must complete and sign this form and return it to the Issuer within ten (10) days of the request (date of postmark). A direct debit that is declined or revoked, or which fails for any other reason, shall not release the Client from the obligation to check the monthly statement and file any objections;
- i) must notify the Issuer immediately, in writing or in another manner accepted by the Issuer, regarding any changes to the information provided in the card application, particularly changes of name, address, mobile telephone number, and accounts, as well as any changes in beneficial owner (Form A) or earning capacity. Communications sent by the Issuer to the last known delivery address are deemed duly delivered;
- j) must notify the Issuer immediately if he does not receive a new card at least fourteen (14) days before his existing card expires;
- k) must immediately (regardless of any time difference) notify the Issuer by telephone for the purpose of blocking the card in the event of an actual or even suspected loss, theft, or unauthorized use of the card and/or the PIN, passwords, or other means of identification. If a loss is incurred, the Client must, to the best of his knowledge and belief, cooperate in resolving the matter and in minimizing the loss. The local police must be notified in the case of suspected criminal offenses;
- l) must immediately render any expired, replaced, invalid, blocked, cancelled, recalled, or falsified/forged card unusable and return it to the Issuer. The use of such a card is prohibited and may result in criminal prosecution;
- m) must, in the event that the card is blocked or cancelled, notify all points of acceptance where the card has been used as a means of payment for recurring services (e.g. newspaper subscriptions, memberships, online services) regarding the blocking/cancellation of the card.

8. Responsibility and Liability

8.1 Provided the Client complies fully with all of these General Terms and Conditions, in particular the obligations to cooperate and exercise due care, and provided he is not otherwise at fault, and subject to the provisions of section 8.2, the Issuer shall assume the charges resulting from proven unauthorized use of the card by third parties. In such a case, the Client must assign to the Issuer upon first demand all claims arising as a result of the damage event (including any insurance claims).

8.2 **In general, and notwithstanding the provisions of section 8.1, the Client shall in all cases be responsible for:**

- a) Indirect as well as consequential damages of whatever type;
- b) Damages arising from violation of his duties to cooperate and exercise due care and other obligations pursuant to these General Terms and Conditions;

- c) Damages incurred because the Client cannot use the card as a means of payment, e.g. when the card is rejected by points of acceptance, when a transaction cannot be executed due to a block on the card, a change of limit, or for technical or other reasons, when the card is rejected by an ATM or another device or is damaged or rendered unusable by such a device, as well as any damages occasioned by the blocking, cancellation, or recall of the card;
- d) Damages in connection with secondary or additional card benefits (including loyalty programs);
- e) Damages in connection with offers or benefits provided by third parties (e.g. events or partner offers);
- f) Damages caused by the forwarding of the card, PIN, and/or other means of identification to the Client, his auxiliaries, or at the Client's request, as well as those resulting from dispatch to a delivery address specified by the Client at which the Client cannot personally take receipt of the card, PIN, or other means of identification;
- g) Damages caused when using certain electronic means of communication (see section 12), in particular due to incomplete verification, insufficient technical knowledge or security precautions, or as a result of transmission errors or delays, technical problems, disruptions, malfunctions, illegal tampering or other inadequacies, provided they are not the fault of the Issuer;
- h) Damages resulting from misuse of the card by people close to the Client or by people or companies connected with the Client (e.g. spouse, authorized agent(s), household members, additional cardholders);
- i) Damages that are covered by insurance.

8.3 If the Issuer does not absorb the damages, the Client shall be liable for all card transactions (including any Fees pursuant to section 4).

8.4 The Issuer declines all responsibility for the transactions executed using the card. In particular, any discrepancies, differences of opinion or disputes concerning goods or services and associated claims (e.g. related to defects, late or failed delivery) must be settled by the Client directly and exclusively with the point(s) of acceptance in question. The Client must nevertheless pay the monthly statements on time. When returning goods, the Client must ask the point of acceptance and/or the provider concerned for a credit confirmation and, in the case of cancellation, written confirmation of cancellation. Notices of cancellation for recurring services paid with the card (e.g. memberships, subscriptions, online services) must be submitted to the point of acceptance and/or the provider in question.

9. Credit Balances

9.1 The Issuer is authorized to transfer existing credit balances of the Client, in whole or in part, to the bank/Post account specified by the Client at any time and without prior notice. If the Client has not provided the Issuer with valid account information, then the Issuer may send the credit balance to the Client in the form of a check or in another appropriate manner to the last known delivery address of the Client, with the effect of discharging its corresponding obligation. The Issuer is authorized to charge to the Client all expenses associated with issuing and cashing the check or with the refund in any alternative manner.

9.2 Subject to other agreements, credit balances of the Client on the card account shall not accrue interest.

10. Card Renewal, Termination, and Blocking

10.1 Both the Client and the Issuer are entitled to terminate the contractual relationship in writing with immediate effect at any time and without stating any reasons. Cancellation of the principal card automatically results in cancellation of any additional cards. Additional cards may be cancelled by the additional cardholder as well as by the principal cardholder. In any event, the card shall expire on the date embossed upon it.

10.2 Upon termination of the contract, all outstanding statement amounts and other claims of the parties shall immediately become due for payment. There shall be no entitlement to full or partial reimbursement of Fees, particularly the annual fee (see section 4). The Issuer is entitled to stop crediting benefits from loyalty programs. The Client must also settle any debits occurring after termination of the contract in accordance with these General Terms and Conditions. In particular, the Client shall be liable for all charges from recurring services (see section 8.4).

10.3 If the Client does not wish to receive a new card, or if he wishes to waive the renewal of additional cards, then he must notify the Issuer of this fact in writing at least two months prior to expiration of the card.

10.4 The Client and the Issuer may block cards at any time and without stating any reasons. The principal cardholder may have both the principal and additional cards blocked, while the additional cardholder may request only the blocking of the additional card.

11. Acquisition, Processing, and Disclosure of Data; Involvement of Third Parties

11.1 For purposes of verifying the card application and managing the contractual relationship, the Issuer is entitled to obtain **information (e.g. regarding address, creditworthiness) from public agencies, the applicant's employer, the applicant's bank or post office, credit agencies and the Central Office for Credit Information (ZEK) or any agencies designated by law for this purpose (e.g. the Consumer Credit Information Office, IKO). The Client hereby authorizes the aforementioned public offices, persons, and authorities to release the corresponding information to the Issuer.**

11.2 When the card is used, the Issuer receives transaction data (e.g. information about the point of acceptance, card number, expiration date, transaction amount and date, and the name of the Client as required for the transaction). This information is more detailed for certain transactions such as fuel purchases, airline ticket purchases, hotel bills and invoices for motor vehicle rentals. The Client agrees that data may be routed through the Issuer's worldwide credit card network, even for transactions in Switzerland.

11.3 **The Issuer may report cases of card blocking, serious payment arrears, or misuse of the card by the Client to the ZEK as well as to the relevant offices in the instances provided for by law. The ZEK may make such data accessible to other members of the ZEK if these other members wish to enter into or execute a contract with the Client** (e.g. in connection with a loan or lease application). If the payments are made by the Client to the Issuer using direct deb-

iting, the Issuer may provide the required data on the Client, the card, and the cumulative amounts of the expenditures to the corresponding bank.

11.4 If the card bears the name or logo of third parties, or if it offers loyalty programs, insurance coverage, or other third-party benefits, the Client authorizes the Issuer to exchange data with such third parties (including their participating partners) both in Switzerland and abroad, insofar as this exchange is necessary to process the card application, operate the loyalty programs, manage an insurance relationship, or provide other benefits associated with the card, and authorizes these third parties to provide corresponding information to the Issuer.

11.5 The Issuer processes information about the Client in order to manage the contractual relationship and the secondary or additional benefits associated with the card (e.g. insurance benefits, loyalty programs), for risk management, and for security purposes (e.g. for combating fraud). The Issuer and other points of acceptance are authorized to store data related to the card or loyalty programs on the card (e.g. on the magnetic strip, chip).

11.6 The Issuer processes information about the Client for marketing purposes and for market research, particularly for the development of products and services associated with the card relationship, use of the card, or with secondary/additional benefits, and in order to offer these, as well as insurance and other financial services (including those offered by third parties), to the Client. The Client may notify the Issuer in writing at any time that he does not wish to receive offers pursuant to this section 11.6.

11.7 For sections 11.5 and 11.6 above, the Issuer may in particular process information about the Client, his card(s), and details of the card transactions and any secondary or additional benefits (e.g. loyalty programs), and may create and analyze client, consumer, and transaction profiles ("client profiles").

11.8 The Issuer is entitled to engage the services of third parties in Switzerland or abroad to manage some or all of the services associated with the contractual relationship (e.g. application verification, contract processing, communications with the Client, management of loyalty programs), to create client profiles, for testing purposes, and for the sending of offers and information pursuant to section 11.6. The Client authorizes the Issuer to forward to such third parties, including those in countries worldwide, the data necessary for thoroughly and accurately performing the assigned tasks. The Client acknowledges and gives his consent that under certain circumstances, the data transmitted abroad may not be protected, or may not be protected as under Swiss law.

11.9 The Issuer is authorized to transfer and/or offer to transfer this contractual relationship, or individual rights and/or obligations arising herefrom, to third parties (e.g. financing companies in connection with securitization or payment collection companies) in Switzerland and abroad, and may give such third parties access to the data associated with the contractual relationship to the extent necessary (including due diligence). Transfer includes the right to further transfer within Switzerland and abroad.

11.10 The Client acknowledges that a proceeding in accordance with sections 11.1-11.9 may result in third parties acquiring

knowledge of his business relationship with the Issuer, and hereby explicitly releases the Issuer from any duty of confidentiality in this regard. The Client also releases the Issuer from any duty of confidentiality insofar as this is necessary to protect legitimate interests, in particular in the case of legal actions taken by the Client against the Issuer, to secure the claims of the Issuer and the liquidation of collateral furnished by the Client or third parties, and in the case of accusations by the Client against the Issuer either in public or before government authorities in Switzerland and abroad.

11.11 The Issuer is entitled, although not obligated, to record and store conversations and other forms of communication with the Client as evidence and for quality assurance purposes.

11.12 The Client acknowledges that the Issuer is not a bank and that the cardholder relationship as well as related information is therefore not subject to the provisions relating to banking secrecy.

12. Communication and Customer Service

12.1 The Client and the Issuer may utilize electronic means of communication (e.g. email, SMS/MMS, Internet) where this is provided for by the Issuer. The Issuer reserves the right to require separate authorization for the use of electronic means of communication, in particular for changes to contract-related data (e.g. changes of address or payment type, cancellations, or card blocking) and services via the Internet ("online services").

12.2 The Issuer is entitled to send the Client warnings via SMS or in another appropriate manner regarding cases of fraud, notices of exceeded limits, etc.

12.3 The Issuer assumes no responsibility for the accuracy and completeness of data transmitted pursuant to sections 12.1 and 12.2 or for transfer times.

12.4 By accessing a website of the Issuer the Client acknowledges the applicable Terms of Use and the notices on data protection for the respective website (Privacy Policy) as binding.

12.5 The Client may contact the Issuer's customer service at the number and address indicated on the monthly statement for all issues related to a card and/or the contractual relationship with the Issuer (specifically also for card blocking).

13. Other Provisions (Including Governing Law and Jurisdiction)

13.1 The contractual relationship under these General Terms and Conditions shall be governed by Swiss law, excluding conflict-of-laws provisions and international treaties.

13.2 If the Client is a consumer and resides in Switzerland, the courts in his place of residence shall have jurisdiction for all disputes arising from this contractual relationship. The Client may also file suit in the domicile of the Issuer, however. For all other Clients, the place of performance and debt enforcement and the exclusive venue shall be Horgen. Nevertheless, the Issuer may also assert its rights before any other competent authority and before any other competent court. The foregoing shall be subject to the binding provisions of Swiss law.

13.3 These General Terms and Conditions replace all previous General Terms and Conditions between the Issuer and the Client involving cards. The Issuer reserves the right to amend these General Terms and Conditions (including the Fees pursuant to section 4) as well as the possible uses of the card (including card-related services) at any

time. Changes shall be brought to the attention of the Client in an appropriate manner, and shall be deemed accepted if the card has not been cancelled by a specific date before the amendments enter into force. In the absence of a statement to the contrary by the Issuer, these General Terms and Conditions (including any amendments) shall also govern future card relationships (e.g. upgrades).

13.4 The additional cardholder authorizes the principal cardholder to make and accept all declarations concerning the additional card with effect for the additional cardholder as well.

II. Supplementary Provisions for Prepaid Cards

14. Prepaid Cards

Prepaid Cards are cards pursuant to section I. c) for which the possibility of acquiring goods and services (spending limit) is limited in amount by the individual positive card balance (hereinafter "Credit Balance"). The amount of the Credit Balance corresponds to the amounts paid in by Client, less fees and the amount of card uses (particularly payments for goods or services). In deviation of section 2.1, Prepaid Cards can be issued without personalization.

15. Card acquisition, card activation, and card loading

15.1 The Issuer can as well issue the Prepaid Cards in a different manner than via a card application from the Client. The Issuer can limit the number of Prepaid Cards per Client.

15.2 In particular, the Issuer can provide for Prepaid Cards to be available for purchase at points of sale (hereinafter "Points of Sale"). The Points of Sale can be operated by the Issuer or by third parties. In such case, a current list of Points of Sale will be made available by the Issuer on its website or in another suitable way. Card acquisition can be linked to (initial) loading of the Prepaid Card. The Issuer can deduct the first annual fee directly from the initial loading. The Prepaid Card acquired by the Client cannot be used until the Client successfully completes registration according to the Issuer's requirements (hereinafter "Activation"). The provisions on the card application in the General Provisions (section I.) shall apply to Activation, respectively.

15.3 If the Prepaid Card is set up for reloading, this can be done at a participating Point of Sale or in other ways provided for by the Issuer.

16. Minimum and Maximum Credit Balance/Transaction Limits

16.1 The Issuer can specify maximum amounts for card transactions (for the individual transactions and/or the sum of the transactions in a defined timespan) as well as for the individual card loadings, and restrict them in other ways. The Issuer can also set a maximum amount for the Credit Balance. Clients will be notified of any restrictions in an appropriate manner (e.g., at Activation or on the card application). Details may be obtained at any time from the Issuer's customer service or at www.swisscard.ch.

16.2 The Credit Balance is not permitted to exceed an amount that may be specified by the Issuer for this purpose at any time. The Issuer can deny card loadings exceeding this amount without providing reasons.

16.3 In addition to section 3.1, the Issuer can specify the maximum amount of the Credit Balance and the maximum amounts for card transac-

tions (for the individual transactions and/or the sum of the transactions in a defined timespan) as well as for card loadings.

17. Negative Balance

17.1 The Client is not permitted to use the Prepaid Card in excess of the individual Credit Balance. The Issuer is not obligated to prevent a charge to the Prepaid Card in excess of the individual Credit Balance. Even if the Prepaid Card is used in excess of the Credit Balance, card transactions shall be considered approved (section 3.2). The Client is obligated to regularly check his Credit Balance and to refrain from charges (e.g. for recurrent services such as newspaper subscriptions) that exceed the available Credit Balance. The Client shall maintain a sufficient Credit Balance for fees that are charged to the Prepaid Card.
17.2 Any negative balances can in any case be invoiced pursuant to section 5.

18. Special Fees for Prepaid Cards

In further specification of section 4.1, fees can be charged for increasing the Credit Balance. Insofar as no annual fee is charged for a Prepaid Card, the Issuer is additionally authorized to charge a fee in

case of non-use of the Prepaid Card for a longer period. After termination of the card relationship, the Issuer can charge a fee for maintaining the card account as long as a Credit Balance exists on it. Fees may also be charged in case of delayed payment of negative balances.

19. Transaction Summary/Balance Inquiry

19.1 The Issuer can refrain from delivering monthly invoices to the Client. The Client can request a transaction summary as well as the Card Balance at any time in a manner specified by the Issuer. Section 5.1 and section 7 (g) and (h) apply accordingly to transaction summaries. The Client reviews the transaction summary regularly, but at least once per month.

19.2 In each case, the Card Balance provided reflects those charges and credits already processed by the Issuer up to the time of inquiry only and may differ from the current Card Balance.

20. Contract Termination/ Disbursement of Credit Balances

20.1 The Issuer can provide that lapsed and blocked Prepaid Cards will not be renewed. If this is the case, the card relationship shall be deemed

terminated upon lapse as well as upon blocking.
20.2 In case of contract termination, the Prepaid Card may no longer be used. Disbursement of any Credit Balance shall be requested from the Issuer in writing. Disbursement shall only be made to an account at a bank licensed in Switzerland that is maintained in the name of the Client. Disbursement of Credit Balances may give rise to fees. When a new Prepaid Card is acquired, the Issuer can provide that the remaining Credit Balance of a lapsed or blocked Prepaid Card can be transferred to the new Prepaid Card after deduction of any fees.

20.3 If the card is blocked or the contract is terminated, section 7 (m) above, in particular, must be complied with (particularly notification to points of acceptance for recurring services).

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