

## **SPECIAL CONDITIONS FOR CUSTOMIZING THE DESIGN OF MASTERCARD® BUSINESS CARD CREDIT CARDS**

These conditions apply to the customization of MasterCard Business Card credit cards, which are issued by Visa Card Services SA (hereinafter referred to as the "issuer"). The cards are issued in the name of the company submitting the application (hereinafter referred to as the "company").

### **1. Customizing the card design**

The company wishing to apply for MasterCard Business Card credit cards can use the card design tool provided by the issuer in order to customize the design of its MasterCard Business Card Silver credit card(s). The card design tool is available on the Internet at: [www.upload-picture.ch](http://www.upload-picture.ch).

The card design tool enables the company to customize the design on the front of the credit card(s) using personal photos, company logos or any desired images (hereinafter referred to collectively as "image" or "images") in a predefined grid, subject to these conditions. During the design process, the company can use the card design tool provided by the issuer to upload and edit the desired image and customize the design of the card. It is not possible to customize the design on the back of the card.

### **2. Requirements concerning the choice of image**

The company must observe and comply with the legal conditions, particularly the existing rights of third parties (trademark rights, copyrights, design rights, etc.) and the image guidelines in the appendix to these conditions for all of the design elements used to customize the design of the card, including the chosen images, logos, characters and/or other design elements. This specifically includes the following obligations:

- a) The customized card remains the property of the issuer. The company is obliged to return or destroy this immediately if requested to do so by the issuer or if the card or the accounts to which the customized card belongs are cancelled or closed.
- b) The company assures the issuer that it is the lawful owner/proprietor of the image or that it has the express consent of the lawful owner/proprietor of the image to use it on the customized card. The company also assures the issuer that the use of the image does not violate any protective and property rights belonging to third parties. The issuer can request proof of the owner's/proprietor's consent or of the company's ownership of the image at any time.
- c) The company grants the issuer an unlimited, non-transferrable, non-exclusive, free and globally irrevocable right to use both the image and the data provided by the company for the purpose of issuing the customized card for the company and to save, change and make copies of the image as necessary. If the owner/proprietor of the image is a third party, the company also assures the issuer that it has the necessary authority to grant the issuer this right.
- d) With the exception of the image used to customize the design of the card, all protective and property rights to the card design tool remain with the issuer. The company will not use or reproduce the image for any other purpose without firstly obtaining the express written consent of the issuer.
- e) The company declares that it has read and understood the image guidelines in the appendix to these conditions and assures the issuer that it will only submit images which comply with these guidelines.
- f) The company assures the issuer that it has made all possible efforts to ensure that images submitted electronically do not contain computer viruses or other harmful software.
- g) The company will indemnify MasterCard and the issuer with regard to any claims or losses incurred by the issuer or MasterCard as a result of the use and reproduction of the image on the customized card for the company or in connection with the issuer saving, changing, copying or using the image.
- h) The issuer's liability towards the company in connection with the custom design options for credit cards is restricted to the reimbursement of any charges incurred. The issuer is not liable towards the company for losses, damage, claims or costs of any kind in connection with the customized card for the company.

### **3. Technical requirements**

In order to ensure the appropriate quality when printing the image on the customized cards, the following technical requirements must be met:

#### Background image

- Minimum size: 800 x 600 pixels, 300 DPI
- Maximum file size permitted: 10 MB
- File formats: JPEG (.jpg), GIF, PNG, Bitmap (.bmp)

#### Logo

- Minimum size: 220 x 220 pixels
- Maximum file size permitted: 10 MB
- File formats: JPEG (.jpg), GIF, PNG, Bitmap (.bmp)

The issuer can reject or delete images which do not meet the requirements in accordance with these conditions at any time. The issuer is not responsible in any way for the quality of the image uploaded by the company and is also not obliged to improve the quality or correct its positioning.

### **4. Right to reject/delete images**

The issuer reserves the right to not accept or use the images submitted or to decline to issue a customized card for the company. The issuer also reserves the right to prohibit the use of the customized cards at any time, and to recall these if the image later proves to be unlawful. Images which violate the predefined guidelines from MasterCard or the issuer for the use of images will be rejected or deleted immediately by the issuer.

### **5. Prices of customized MasterCard Business Card credit cards**

The current prices communicated by the issuer in the product flyer, the card application form or under [www.viseca.ch/business](http://www.viseca.ch/business) shall apply.

### **6. Further conditions**

The issuer retains the right to change these conditions at any time. The current version of the conditions is available on the Internet under [www.upload-picture.ch](http://www.upload-picture.ch). The company acknowledges that the issuer has thus informed the company of any changes in good time. If an image on the customized cards no longer complies with these conditions or the image guidelines as a result of such a change, the issuer retains the right to prohibit the further use of these customized cards with immediate effect and to replace these with neutral cards. Otherwise, the separate "Conditions for the use of the Corporate Cards issued by Viseca Card Services SA" shall apply in full to the use of MasterCard Business Card credit cards. The contractual relationship in accordance with these conditions is subject to Swiss law. The sole place of jurisdiction for all proceedings and the place of fulfilment and place for debt collection for customers who are not resident in Switzerland is Zurich.

## APPENDIX IMAGE GUIDELINES

The following, non-conclusive list of image motifs may not be used to customize the design of MasterCard Business Card credit cards:

1. sexual motifs of any kind
2. political motifs of any kind
3. racist/discriminatory motifs of any kind
4. religiously offensive motifs of any kind
5. advertising of any kind\*
6. a portrait of an adult intended for identification purposes, including the cardholder
7. self-promotion of any kind
8. copyrighted motifs of any kind\*
9. protected brand names/identifiers, including abbreviations, acronyms and/or symbols of any kind\*
10. customer advertising, including telephone numbers or services of any kind (e.g. premium-rate service numbers such as 0900 numbers)
11. any well-known personalities/musicians/sportspeople/entertainers/persons in the public eye, etc.\*
12. declarations of affiliation with groups which are considered to be "socially unacceptable", including scenes, names or symbols
13. motifs of any kind which could lead to confusion on the part of traders when accepting the card
14. motifs of any kind which could lead to card fraud
15. any graphical design elements which reflect badly on the brand(s) of MasterCard or the issuer or could cause hostility towards MasterCard or the issuer

**\*The above restrictions do not apply to the use of company images, copyrighted materials, brand names of products/services, including abbreviations, acronyms and/or symbols of any kind, trademarks, personalities or names if these are the lawful property of the company or the company has a valid licence for their use in accordance with this agreement.**

The issuer retains the right to change, adapt, or deviate from these guidelines at any time, and to list other prohibited image motifs.