

Special Provisions of Viseca Card Services SA for SMS Services

1. SMS services

Viseca Card Services SA offers holders of main and additional cards ("card holders") the possibility of receiving for a charge certain information by Short Message Service ("SMS") in connection with the usage of credit cards and prepaid cards issued by Viseca Card Services SA (hereinafter "SMS services"). When the card holder activates this service, the holder accepts the following provisions which are binding.

2. Technical requirements for the use of the SMS service

The SMS Service can be enjoyed by the holder of a valid, active Viseca Card Services SA credit card. The holder must also have a valid and active mobile telephone subscription with a telecom provider from Switzerland or the Principality of Liechtenstein.

3. Application/ registration

The SMS service can be activated and managed free of charge via the Internet online service "MyAccount" of Viseca Card Services SA. Card holders who have already registered for MyAccount can select and define their SMS services at www.myaccount.ch in the SMS Services section.

Card holders who have not yet registered with the online service "MyAccount" can register online at www.myaccount.ch to benefit from MyAccount services and will then be able to immediately select the desired SMS services.

4. Activation

When the card holder activates the SMS service for the first time on www.myaccount.ch, the card holder can decide which SMS services to use. Just one or several different services can be selected. The card owner enters their mobile telephone number as the number to which the messages will be sent. Upon registering for the SMS service and accepting the "Special Provisions of Viseca Card Services SA for the SMS Service" the card holders confirms that the mobile telephone number provided belongs exclusively to them or, if the SMS service is activated for the additional card holder, the card must belong to the additional card holder. Once the card holder has confirmed the details given and has accepted the "Special Provisions of Viseca Card Services SA for the SMS Service", the card holder will receive a text message with a verification code in order to check that the mobile telephone number given is correct. This verification code must be read and entered in the specified box on www.myaccount.ch and confirmed. Following successful confirmation and verification, the SMS services selected by the customer will be activated immediately.

5. Content of the SMS service

The card holder can essentially choose between two types of message: text messages that are sent to the card holder as and when requested (e.g. a balance request etc.); and messages that are sent automatically to the card holder when a certain amount is reached or defined events occur (e.g. message when a certain payment amount is exceeded, message if the transaction currency is different from the cardholder's usual currency etc.). An up-to-date list of the SMS services that the card holder can choose from can be consulted at www.myaccount.ch.

The card holder must be aware that those SMS services that are sent when requested by the card holder may be restricted abroad or not available at all.

6. Charges/cost

Viseca Card Services SA invoices a charge to the card holder for the use of SMS services. The current charges for individual SMS services are shown at www.myaccount.ch with the description of the SMS services. The charges shown apply to each text message send by Viseca Card Services SA (up to a maximum of 160 characters) and are charged directly and collectively to the credit card of the card holder. In individual cases, if the content is exceptionally long, the message sent may exceed 160 characters, and the card holder will be charged the equivalent number of messages. The number of SMS messages sent automatically will depend on the transactions carried out and on whether the card holder reaches the threshold values set. The total charges for the SMS service will be indicated on the monthly invoice and charged. The cost for requests sent by the card holder to Viseca Card Services SA (e.g. an SMS to Viseca Card Services SA to request the account balance) is always borne by the card holder. The cost for SMS sent to Viseca Card Services SA corresponds to the normal cost of an SMS applied by the card holder's mobile phone company and will be charged directly to the card holder by the latter. In addition, roaming charges may be incurred for messages or requests made from abroad.

7. Deactivation

The card holder can deactivate any of the defined SMS Services with immediate effect at www.myaccount.ch, SMS Services, or by calling the Customer Care Center of Viseca Card Services SA at +41 58 958 80 80. The card holder is aware that it is not possible to deactivate the SMS services by sending an SMS to Viseca Card Services SA.

8. Changes

The card holder can change any SMS services or registered mobile telephone numbers at any time at www.myaccount.ch, SMS Services, or by calling the Customer Care Center of Viseca Card Services SA at +41 58 958 80 80.

If the card holder changes the original number registered, the card holder will receive another message and a new verification code that must be entered and confirmed at www.myaccount.ch before the SMS services can be reactivated.

9. Duty of care

The card holder shall store the mobile telephone registered for SMS services and the passwords, logins and any query codes with care and protect from them fraudulent use by third parties. The card holder is exclusively and fully responsible for taking the necessary measures to prevent unauthorized access to the messages received.

The card holder is obliged to undertake the required measures immediately if their mobile telephone is lost or stolen so that information of the SMS services does not fall into the hands of unauthorized parties. To this end, the SMS service can be deactivated as stated under point 7 by telephone or online. The card holder is also obliged as stated under item 8 to inform the SMS service if they change their mobile telephone number.

If the card holder activates the SMS Service for an additional card holder, the card holder is obliged to inform the additional card holder of these Special Provisions.

10. Liability

The card holder alone bears the risk of using the SMS service. The card holder is liable for ensuring that no unauthorized party gains access to the messages sent via the SMS service.

Viseca Card services SA can in no way be held liable for the messages sent via the SMS service to the card holder's mobile telephone being sent securely nor for their being sent correctly.

Viseca Card Services SA cannot be held in any way liable for the message being transmitted incorrectly, late or not being sent, nor for any technical disruptions, nor for the accuracy of the information contained in the messages, nor for the information being up-to-date.

11. SMS messages by Viseca Card Services SA

Viseca Card Services SA reserves the right to inform the card holder by SMS of, for example, any suspicious transactions, as part of the fight against credit card fraud.

12. Changes

Viseca Card Services SA reserves the right to change these provisions, the SMS service and the infrastructure at any time.

13. Cancellation

If the card contract is terminated or the card is blocked by Viseca Card Services AG, the SMS service and any ensuing obligations by Viseca Card Services SA will become immediately invalid.

14. Additional provisions

In addition, the corresponding General Business Conditions of Viseca Card Services SA for the use of credit cards are binding for any matters not governed in these provisions as well as for the use of the online service MyAccount and for the use of the credit card by the card holder.

Ed. 03/2008