

General Terms and Conditions



Private

Conditions for the use of payment cards
issued by Viseca Card Services SA

WISECA
card services



An Aduno Group company
www.aduno-gruppe.ch

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Conditions for the use of payment cards issued by Visa Card Services SA

The present conditions apply to payment cards that, depending on the product, are equipped with a credit, PrePaid or debit function or a combination of these functions (hereinafter referred to as "cards") and are issued by Visa Card Services SA (hereinafter referred to as the "issuer").

The cards are issued in the form of a primary card bearing the name of the applicant, or, if such a facility is included in the product offered by the issuer, in the form of an additional card bearing the name of a partner, family member or friend of the primary cardholder or bearing the name of the applicant. All such persons are hereinafter referred to as the "cardholder".

The present set of conditions consist of a general part (A) and the conditions for the use of the credit or PrePaid function (B) and the conditions for the debit function (C). The conditions in the general part (A) are applicable to all cards. Depending on the card product, the remaining conditions are applicable as summarised in the table below. It is also important to note the information on the processing of data and on data security in the issuer's privacy statement (www.visa.ch).

Card product	Functions/Product	Applicable conditions			Invoicing/Debiting	
					Credit or PrePaid-Transactions	Debit-Transactions
Flex card	Credit and Debit (combined card)	A	B	C	Monthly invoice from Visa	Direct debit to bank account (bank statement)
Flex card	PrePaid und Debit (combined card)	A	B	C	Monthly transaction summary from Visa	Direct debit to bank account (bank statement)
Credit card	Credit	A	B		Monthly invoice from Visa	–
PrePaid card	PrePaid	A	B		Monthly transaction summary from Visa	–
Debit card	Debit	A		C	–	Direct debit to bank account (bank statement)

A = General part B = Credit/PrePaid function C = Debit function

Part A: General part

1. Beginning/Termination of contractual relationship

1.1 Acknowledgement of the conditions

By signing and/or, at the latest, by using the card, the cardholder confirms that he/she has understood and accepted these conditions and, insofar as they are applicable to the product, acknowledged them, as well as the fees applicable at the time of using the card.

Any holder of an additional card authorises the holder of the associated primary card to make and receive all communications regarding the additional card on behalf of the holder of the additional card.

The issuer reserves the right to change these conditions as well as all other terms (in particular fees and card services) at any time. The cardholder will be notified of such changes at least 30 days in advance by appropriate means. Changes are deemed to have been accepted unless the cardholder terminates the contract in writing before the changes enter into force.

1.2 Issuing of card, PIN code, change of PIN code, ownership

Once the application has been accepted by the issuer, or once the issuer has successfully performed the verifications it deems necessary, as the case may be, the applicant will receive a personal, non-transferable card and a personal identification code (hereinafter referred to as a "PIN code") for the use of the card. This PIN code may be altered at dedicated ATMs in Switzerland. All cards remain the property of the issuer.

1.3 Card expiry and replacement

The card expires at the end of the month/year shown on the card and, upon expiration of the card and/or receipt of a replacement card or a new card, must immediately be rendered unusable. Unless otherwise instructed, the issuer will automatically provide the cardholder with a new card before the expiry date stated on the card.

1.4 Termination of the contractual relationship, blocking the card

The cardholder has the right to terminate the contractual relationship with the issuer at any time, without stating reasons, by notifying the issuer in writing. If the primary card is terminated, all additional cards, if any, shall be deemed to have been terminated automatically. Additional cards can be terminated by the holder of the primary card as well as by the holder of the additional card.

The holder of the primary card can ask to have the primary card as well as the additional card/s blocked; the holder of the additional card can only ask to have the additional card blocked.

The issuer reserves the right to terminate the contractual relationship at any time without stating reasons, to decline to renew and/or replace a card, and to block and/or recall any card.

On the termination of the contractual relationship or when a card is recalled by the issuer or returned by the cardholder, any amounts charged on the monthly invoices shall become immediately due for payment. Any amounts that have not yet been invoiced or any transactions that have not yet been debited shall become due for payment immediately upon receipt of the invoice. The cardholder hereby undertakes to render any cards recalled by the issuer unusable with immediate effect and to render cancelled cards unusable upon termination of the contract. Despite termination or blocking, the issuer shall be entitled to charge or invoice the cardholder all amounts that are deemed to have been authorised by the cardholder after termination or blocking of the card (including debits for recurring services such as newspaper subscriptions, membership contributions and online services).

1.5 Annual fee

The annual fee is due in advance. Termination of the contractual relationship or premature recall or return of the card does not entitle the cardholder to a refund of the annual fee.

1.6 Assignment

The issuer may at any time assign or offer to assign the contractual relationship or individual claims or obligations arising under the same to a third party (e.g. debt collectors or mediating bank) in Switzerland and abroad and is permitted to give such third parties access to data related to the contractual relationship (including disclosure of banking relationships, if any), as far as necessary.

2. Use of the card/s

2.1 Choice of function for a card with credit or PrePaid and debit function

Insofar as the card is equipped with both a credit or PrePaid function and a debit function, and the corresponding acceptance point accepts both functions, the cardholder may generally choose whether the transaction in question is carried out via the credit or the debit function.

The issuer may at any time exclude the choice of function (credit, PrePaid or debit) and change or prescribe the function (credit, PrePaid or debit), particularly for contactless transactions. The cases in which a function may be specified or modified by the issuer are listed on the issuer's website or shall be made known to the cardholder in another suitable manner (e.g. in an app).

The issuer cannot guarantee that an acceptance point will accept both functions or allow the cardholder to choose the function. Technical reasons may require that transactions be processed other than through the function chosen by the cardholder. The issuer is not liable for any losses arising in connection with the choice of function.

2.2 Authorisation

The card entitles the cardholder to pay for goods and services within the limit set by the issuer with respective merchants as follows:

- a) with his/her PIN code;
- b) with his/her signature; when paying for goods and services and when withdrawing cash, the cardholder will be presented with a manually or electronically produced transaction receipt that he/she shall verify and authorise by signing it. The signature must match the signature on the card. The acceptance point may ask for an official document. It is for the cardholder to retain the transaction receipt;
- c) based on personal authorisation other than by a signature or PIN code or other forms of identification (see the additional provisions governing the use of online services in Section 6);
- d) by purchasing goods and services on the basis of orders placed by telephone, over the Internet or by correspondence, as well as in all other cases where the cardholder waives personal authorisation of the sale and the transaction is conducted solely by providing the name of the cardholder, the card number and expiry date and, if required, the card verification value (CVV, CVC) indicated on the card;
- e) by using the card at ATMs without signing or providing a PIN code or other means of identification (e.g. car park machines, ticket machines, toll roads or contactless payment).

By authorising the transaction, the cardholder acknowledges the claim of the acceptance point. The cardholder thereby explicitly and irrevocably instructs the issuer to settle the amounts in question with the acceptance point.

2.3 Restriction of or increase in the scope of use of the card

The possibilities for using the card and the PIN code may be increased, restricted or cancelled at any time, as may the defined limits. The limits may be requested from the issuer and/or the mediating bank.

2.4 Illegal uses

The card may not be used for illegal purposes.

3. Cardholder's general duties of care

Irrespective of the product, the cardholder has the following duties of care (among other duties):

3.1 Signature

The card must be signed on the reverse with an indelible pen (e.g. ballpoint pen, permanent marker) immediately upon receipt.

3.2 Safekeeping

The card must be kept safe at all times in the same manner as cash. Except when presenting the card for payment as provided for in these conditions, the card must, in particular, not be handed over to third parties or otherwise made available.

3.3 Loss, theft and misuse of the card

Should the card be lost or stolen, or should there be any indication of its misuse, the cardholder must immediately give notification of such by calling +41 (0)58 958 83 83 (24-hour service). The currently valid phone number of this 24-hour service may always be found on the Internet (www.viseca.ch).

3.4 Confidentiality of PIN code or other means of identification

The cardholder shall maintain the confidentiality of the PIN code and all means of identification provided to him, not disclose them to any third party nor record them, even in encrypted format. The personally modified PIN code and other means of identification selected by the cardholder should not consist of easily determinable combinations, such as telephone numbers, dates of birth, vehicle registration numbers, name of the cardholder or family members

etc. The cardholder understands that the issuer will never request the cardholder to disclose his/her PIN code and/or passwords or other means of identification. The issuer shall not be liable for non-compliance with these provisions or for any adverse consequences of the same.

3.5 Review of transactions/notification of misuse (contingent credit)

Any misuse or other irregularities detected, in particular on the monthly invoice (credit function) or on the bank statement (debit function), must be reported by telephone to the issuer or bank immediately upon discovery.

In addition, a written complaint, together with all documents directly related to the contested transaction/s, must be submitted to the issuer within 30 days of the date of the corresponding monthly invoice or bank statement. Otherwise, the monthly invoice (credit function) or bank statement will be deemed to have been accepted in reference to the debit transactions (debit function).

The aforementioned deadline also applies if the cardholder has given instructions to send the monthly invoice or bank statement to a third party (e.g. the bank). Should a claim form be sent to the cardholder, he/she must complete, sign and return it to the issuer within ten days of receipt. The cardholder's duty to review the monthly invoice and report irregularities does not cease if direct debiting (credit function) is refused, cancelled or otherwise fails.

If no breach of the duty of care by the cardholder is evident in connection with contested fraudulent transactions (i.e. transactions not authorised by the cardholder and resulting from fraudulent use of the card by a third party), the issuer will, upon receipt of a written complaint from the cardholder, take the necessary steps to credit to the cardholder the contested amount as soon as possible in the form of a contingent credit or to transfer this amount to the appropriate bank account, as applicable. If it becomes evident that a complaint is unwarranted, the contested amount shall be re-debited to the cardholder's credit card account (credit function) or the account holder shall authorise the mediating bank to reimburse the contested amount to the issuer (debit function).

In the event of misuse, the cardholder is required to make every effort to investigate and mitigate the loss. The cardholder must follow the issuer's instructions in this respect. At the issuer's request, the cardholder shall file a criminal report with the appropriate police authority, request a copy of the report and send it to the issuer. The cardholder is li-

able to the issuer for all costs and expenses incurred by the issuer because of complaints made against the cardholder's better judgment or with the intent to defraud.

3.6 Notification of changes

The issuer must be immediately notified in writing of any changes in the details given in the card application (in particular name, address and account details or changes in the economic beneficiaries or changes in income). Until notice of a change of address is received, the issuer can send any correspondence with full legal effect to the last known address. If the cardholder does not notify a change of address, the issuer reserves the right to charge the cardholder any costs for finding out the cardholder's whereabouts.

3.7 Recurring services

Any recurring services paid with the card (e.g. newspaper subscriptions, memberships, online services) must be cancelled by the cardholder directly with the acceptance point when these are no longer required. If the card is cancelled, the cardholder has to change the method of payment for all such recurring direct debits with the acceptance point or terminate the services.

3.8 Payment transactions on the Internet

Should a secure method of payment (3-D Secure) be provided by the acceptance point, the cardholder is required to make use of this method observing the provisions of Section 6 ("Additional provisions governing the use of online services").

3.9 Renewal

If the cardholder has not received his/her replacement card at least ten days prior to the expiry date of his/her current card, he/she should report this immediately to the issuer.

4. Responsibility and liability

4.1 Release from liability upon compliance with the conditions

If the cardholder fully complies with these conditions, insofar as they are applicable to the product in question, and if the cardholder is otherwise not at fault, the issuer will bear all loss or damage incurred by the cardholder as a result of misuse by third parties (without any deductible being charged to the account of the cardholder). Third parties do not include the cardholder, his/her spouse, directly related family members (in particular children and parents) and other people who are close to the cardholder as well as authorised persons, additional cardholders and/or any persons living in the

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same household. Such release also extends to include any loss or damage due to forgery or falsification of the card. The issuer will not, however, bear any loss or damage covered under an insurance policy or any consequential loss or damage of any nature. Upon receipt of compensation for any loss or damage, the cardholder shall be deemed to have assigned his/her financial claims for the loss or damage to the issuer.

4.2 Breach of the duty of care

Should the cardholder fail to exercise due care, he/she will become unconditionally liable for any and all loss or damage due to misuse of the card until the use of the card is effectively blocked.

4.3 Transactions conducted using the card

The issuer hereby declines all liability in regard to transactions conducted with the card. Any complaints concerning goods purchased or services received, and any other disputes or claims arising from such legal transactions, shall be regulated by the cardholder directly with the acceptance point. The monthly invoice (credit function) must nevertheless be paid on time and the issuer's right to debit the cardholder's account (debit function) remains fully in effect (see Section 16 below), as applicable.

4.4 Non-acceptance of the card

The issuer accepts no liability in cases where an acceptance point rejects the card for any reason whatsoever, or when payment with the card cannot be effected for technical or other reasons (e.g. choice of function; see Section 2.1 above). The same shall also apply in cases where the card cannot be used at an ATM, or if the card is damaged or rendered unusable by an ATM.

4.5 Use of the PIN code or other means of identification

Any authorised use of the card with the corresponding PIN code or other means of identification (e.g. VisaOne) shall be deemed to have been effected by the cardholder. The cardholder shall be bound by all purchases, transactions and other dealings and the resulting debits to his/her card. Any risks arising from misuse of the card with the corresponding PIN code or other means of identification shall in such cases be borne by the cardholder.

In the case of proven illegal interference by third parties against the network and/or telecommunication providers' infrastructure or the infrastructure used by the cardholder, the issuer shall bear any debits arising from fraudulent card use that are promptly disputed, provided the cardholder has

fully complied with all the duties of care pursuant to Sections 3 and 8 and is not liable in any other way.

4.6 Additional cards

When an additional card (credit function) is issued, the primary cardholder and the additional cardholder shall be jointly and severally liable to an unlimited extent for all liabilities arising from the use of the additional card.

4.7 Effect of contract termination and recall or return of card/s

The right to use the card, in particular for telephone, mail or Internet orders, shall in all cases lapse upon the termination of the contractual relationship or after the recall or return of the card. The issuer declines all liability for loss or damage caused by the cardholder which may arise from any use of the card after the issuer has terminated the contractual relationship or after the recall or return of the card. The cardholder shall be fully liable for any resulting loss or damage. Unlawful use of the card may result in civil legal proceedings or criminal prosecution.

5. Fees (including commission, interest and costs)

5.1 General

Use of the card and/or the contractual relationship may result in fees, commission, interest and costs being charged. With the exception of any extraordinary costs caused through negligent behaviour of the cardholder, the cardholder will be informed of such fees and their amount in or in connection with the card applications and/or in another appropriate form. Information on fees can be requested at any time from the issuer's customer service or found on the Internet (www.viseca.ch).

5.2 Transactions in a foreign currency

The cardholder accepts that the issuer will charge an additional processing fee for transactions in currencies other than the currency of the card (foreign currency). The amount of the processing fee is governed by the currently applicable schedule of fees. The conversion of a foreign currency to the card currency is based on the exchange rate specified by the issuer on the date of international processing of the relevant transaction.

5.3 Transactions in Swiss francs abroad

If the card in Swiss francs is used for payment in Swiss francs at acceptance points abroad, the issuer may charge

a processing fee according to the currently applicable fee schedule.

6. Additional provisions governing the use of online services

The issuer provides the cardholder with various services accessible on the Internet (www.viseca.ch or VisecaOne, as applicable) (hereinafter "online services") including, in particular, services for displaying lists of the transactions effected and providing access to paperless electronic monthly invoices as well as verifying and confirming payments on the Internet, e.g. via 3-D Secure in an app. The cardholder may obtain access to the online services using the means of identification designated for the respective online service. In addition to these provisions, the cardholder is also required to accept the additional specific provisions brought to his/her attention when he/she signed up/registered for the individual online services.

7. Data processing, third parties

7.1 Authorisation to request information and documents

The issuer is in all cases authorised, irrespective of any legally permitted data acquisition, to request from third parties, in particular the mediating bank, credit agencies and other companies of the Aduno Group (www.aduno-gruppe.ch), any and all information required to verify the information given by the cardholder, process the card application, issue the card and perform the contract. For the PrePaid and credit function, the issuer is also authorised to obtain additional information from third parties, in particular the "Zentralstelle für Kreditinformationen (ZEK)" (Central Credit Information Office), authorities (e.g. debt collection and tax offices, residents' registration offices), the employer and other information providers as provided for by law (e.g. "Informationsstelle für Konsumkredit, IKO") and other appropriate information offices. In the event the card is blocked, the account is seriously in arrears, the cardholder has used the card fraudulently or in similar situations, the issuer is authorised, to report this to the ZEK and to the appropriate authorities, as required by law. ZEK and IKO are explicitly authorised to make such data available to their members.

The cardholder authorises the mediating bank to provide the issuer upon request with all information and documents the issuer requires in order to comply with all regulations against money laundering and funding of terrorism valid at

the time of the card application or thereafter. This includes, in particular, all information and documents required for identifying the cardholder or the beneficial owner of the assets subject to card transactions as well as for carrying out additional statutory verifications. For these purposes, the cardholder releases the mediating bank from banking secrecy obligations versus the issuer.

The mediating bank has the right to inform the issuer of changes in client data.

The issuer is authorised, but not obliged, to record and keep telephone conversations and other forms of communication for evidence-gathering and quality-monitoring purposes.

7.2 Disclosure of data to the mediating bank and data processing

The issuer is authorised to send its client and card data, as well as its cumulative sales figures, to the mediating bank and the companies of the Aduno Group (www.aduno-gruppe.ch). The cardholder also expressly **consents to the issuer sending credit and PrePaid transaction data to the mediating bank, as well.** The disclosure of debit transactions to the bank is mandatory for purposes of performing the service. **The cardholder understands that, if applicable, transaction data may allow for substantial conclusions regarding the cardholder's behaviour (e.g. place of residence and place of employment, health condition, financial situation, leisure habits, social habits and other information).**

The mediating bank will use these data for customer service in connection with card usage. The mediating bank is also authorised to **process** these data for storage, editing and notification to the cardholder in the bank's internal systems and to potentially augment these data with additional information pertaining to the cardholder, if applicable. The mediating bank may also process these data to generate analyses for the cardholder and notify him/her of the same. **The mediating bank may also use these data for its own purposes, particularly for its risk management and marketing, and, if applicable, those of its affiliates, as well as for other purposes.**

The mediating bank may also consult auxiliary persons and send the relevant data to them for these purposes. **It may associate the data with other data known to it regarding the client in question.**

This consent to disclosure of the transaction data generated with credit or PrePaid card by the bank for internal purposes

is voluntary and is not required for the survival/continuation of the card relationship. **The cardholder may revoke his/her consent to the disclosure of credit or PrePaid transactions to the mediating bank at any time with effect for the future without stating reasons.** The transmission of debit transaction data may only be revoked by cancelling the debit function.

7.3 Issuer's processing of data for risk assessment purposes

The issuer is authorised to process the cardholder's data relating to the credit card agreement and the use of the card for the purpose of calculating credit and market risks relevant for business and generating risk profiles. These data may also be used for risk assessment purposes by the other companies in the Aduno Group (www.aduno-gruppe.ch).

7.4 Issuer's processing of data for marketing purposes

The cardholder hereby expressly authorises the issuer

- a) for the debit product, in particular, to create and evaluate **customer, consumer and preference profiles** in order to develop and evaluate products and services exclusively in connection with the debit function and to offer such **products and services of the issuer** for sale to the cardholder and send him/her information about the same by post, e-mail or other means. The cardholder may revoke his/her consent at any time.
- b) for the other products (credit or PrePaid function alone or in combination with the debit function), **in particular**, to create and evaluate **customer, consumer and preference profiles** in order to develop and evaluate **products and services of the issuer, other companies in the Aduno Group (www.aduno-gruppe.ch) and third parties** and to offer such products and services (including those of third parties) to the cardholder or to send him/her information about the same by post, e-mail or other means and make these data available to other companies in the Aduno Group for marketing purposes. The cardholder may revoke this consent at any time.

7.5 Third-party providers

The issuer is authorised to mandate third parties in Switzerland or abroad, entirely or partially, to provide any and all services under the contractual relationship, including rewards programmes (e.g. application processing, manufacturing of cards, performance of the contract, online services, debt collection, communication with the customer, calculation of credit risks), to improve the risk models used for determining limits and for anti-fraud purposes, and to evaluate data and mail offers and information in accordance with Sections 7.3 and 7.4 above. The cardholder authorises the issuer to provide such third parties with the data necessary for diligently performing their duties and to transfer the data in question abroad for such purposes. Data shall only be transferred if the recipient undertakes to keep them secret and/or to comply with appropriate data protection standards and also obliges any further contractual partners to comply with these duties. The cardholder accepts that data will be transferred via worldwide credit card networks to the issuer, even in the case of transactions within Switzerland. The cardholder acknowledges that data transferred abroad may not be subject to protection standards equivalent to the standards under Swiss law.

8. Communication, safety of electronic communication channels

The cardholder and the issuer may use electronic means of communication (e.g. app, e-mail, SMS, Internet) wherever provided for by the issuer. By contacting the issuer via e-mail or by providing the issuer with an e-mail address, the cardholder agrees that the issuer may contact him/her by e-mail. The cardholder acknowledges that there is a risk that third parties may gain access to the communications between the cardholder and the issuer due to the open configuration of the Internet or other means of communication (e.g. mobile phone network) and despite all safety measures put in place by the issuer.

In order to minimise this risk, the cardholder will use all available options to protect the devices used by him/her (e.g. computer, mobile phone), namely by installing and regularly updating comprehensive anti-virus protection and Internet security programmes as well as the system software and Internet browser. The cardholder is liable for all consequences resulting from any third party intercepting data without authorisation. The issuer reserves the right to make the use of electronic means of communication, in particular for amending data relevant for the contract and Internet services, conditional upon execution of a separate agreement.

9. Additional special conditions for the participation in the surprize rewards programme

The following special conditions for participating in the surprize rewards programme constitute an integral part of these General Terms and Conditions, in accordance with the product in question.

10. Applicable law

The legal relationship of the cardholder with the issuer shall be governed by Swiss law. The place of performance, place of jurisdiction and place of debt collection for cardholders resident abroad shall be Zurich.

Part B: Credit/PrePaid function

The following provisions apply in addition to those of the general part (A), in accordance with the product in question.

11. Cash withdrawals

The cardholder may use the card to withdraw cash at authorised points and from appropriately designated ATMs in Switzerland and abroad. The mediating bank may approve the card for use at ATMs in Switzerland with immediate debiting from the bank account (see Section 13 below).

12. Methods of payment

12.1 Obligation to pay

The cardholder undertakes to pay all claims resulting from card transactions plus the fees according to Section 5. The cardholder is unconditionally liable for all obligations resulting from the use of the card/the contractual relationship.

12.2 Invoicing

The cardholder will receive, monthly or otherwise, an invoice for the issuer's claims pursuant to Section 12.1 showing the transactions conducted using the card, including the transaction and processing dates, the identity of the acceptance point and the amount of the transaction in the card currency and/or in the transaction or exchange currency. The monthly invoice can be made available in hard copy or electronic form, as requested by the cardholder.

The cardholder must notify the issuer without delay if he/she has not received a monthly invoice for more than two months despite having used the card for transactions.

12.3 Payment options

Irrespective of the payment option used, the cardholder has to pay annual interest of 15% on all transaction amounts from the date of the invoice until full payment is received. The cardholder may pay the full amount or instalments to the issuer at any time. Interest on amounts paid (full amount or instalment) is only accrued up until the day on which the issuer receives the payment. Instalments shall be used to settle interest charges first. If the entire amount of the invoice is paid on time, the issuer will waive the annual interest in accordance with provisions a) and d) below.

Depending on the card product, the cardholder may choose from the following payment options:

- a) Payment of the entire amount of the invoice within the deadline stated on the monthly invoice. The issuer will waive the interest on all transactions occurring in the month of the invoice, provided the cardholder pays the entire amount of the invoice including any unpaid balance from the previous monthly invoice (including interest), in full within the deadline;
- b) Payment of monthly instalments subject to the following minimums: at least 5% of the entire outstanding amount of the monthly invoice (including any new charges against the card), subject to a minimum of CHF/EUR/USD 100, plus unpaid interest, any amounts in arrears and any amount in excess of the limit. All instalments must be paid within the deadline stated on the invoice. The cardholder may only make use of the instalment payment option after both parties (issuer and cardholder) have signed a special agreement regarding instalments;
- c) Payment in three instalments within a maximum of 90 days of invoice date subject to the following monthly minimums: at least 33% of the entire outstanding amount of the monthly invoice (including any new charges against the card), subject to a minimum of CHF/EUR/USD 100, plus unpaid interest, any amounts in arrears and any amount in excess of the limit. All original charges from the first invoice period shall become due for payment on the due date of the third instalment. All instalments must be paid within the deadline stated on the invoice;
- d) Direct debit order (LSV): direct debiting of the bank or postal account indicated in the card application or in any subsequent notice from the cardholder. The issuer will waive the interest on all transactions occurring in the month of the invoice, provided the cardholder pays the entire amount of the invoice including any unpaid balance from the previous monthly invoice (plus interest), in full within the deadline.

12.4 Failure to pay

If no payment or insufficient payment is made by the due date shown on the monthly invoice, the entire outstanding invoice amount (including interest charges) will become due and the cardholder will be in default without further notice. In this case, the issuer shall be entitled to demand full payment with immediate effect and to block the card and demand its return.

12.5 Solvency

The cardholder undertakes only to use the card within the limits of his/her financial means.

12.6 Exceeding the limit

The unsettled remaining amount of any monthly invoice, including any new charges effected using the card, may not exceed the agreed limits.

12.7 Reimbursement of additional costs

The cardholder will be required to reimburse the issuer for any additional costs incurred in the collection of outstanding claims under this contractual relationship.

13. Use at ATMs with direct debiting

13.1 Approval

The following conditions apply if the card is equipped exclusively with the credit function and the mediating bank identified on the card (hereinafter referred to as the "bank") has approved the card for use at ATMs with direct debiting of the related bank account.

13.2 Restrictions

The use of the card as an ATM card shall be restricted to Switzerland.

13.3 Use

The card may be used with the PIN code to withdraw cash at designated ATMs.

For cash withdrawals at ATMs with direct debiting in a currency other than the card currency (foreign currency), the corresponding exchange rate of the mediating bank shall apply.

13.4 Debiting of such cash withdrawals

All cash withdrawals will be debited to the bank account designated in the card application or in any other subsequent notice from the cardholder.

13.5 Debit voucher

Cash withdrawals will appear directly on the cardholder's monthly bank account statement from his/her bank and not on the issuer's monthly invoice for the card.

13.6 Charges

The bank, in lieu of the issuer, may charge fees for allowing the card to be used at ATMs and for the processing of the transactions thus conducted. The bank will give notice of such fees in an appropriate form. These fees will be debited to the bank account of the cardholder as designated in the card application or in any other subsequent notice from the cardholder.

13.7 Duty of coverage and cash withdrawal limit

The card may only be used for direct cash withdrawals from a bank account if the bank account of the cardholder as designated in the card application, or in any other subsequent notice from the cardholder, has sufficient cover (in the form of a credit balance or authorised overdraft). A specific cash withdrawal limit will be fixed for the card/s.

13.8 Card misuse

The same duties of notification shall apply as set out in Section 3.5.

13.9 Misuse and liability for loss or damage

The same provisions shall apply as set out in Section 4, subject to the following: if the cardholder complies with the present terms and conditions (in particular the duty of care) and is otherwise not at fault, the bank will bear all loss or damage incurred by the account holder as a result of misuse of the card by third parties as a direct debit ATM card.

14. Additional provisions governing the use of the PrePaid function

For cards with a PrePaid and/or reloadable credit balance (known as "PrePaid cards"), the following provisions apply additionally.

14.1 Spending limit

The PrePaid card will be issued with a spending limit. The spending limit will depend in each case on the available balance and will not exceed a maximum amount determined by the issuer. The available balance corresponds to the amount loaded on the card minus charges, if any. The balance will decrease in accordance with the use of the card and will increase when the card is subsequently re-loaded with money (loading the card). As a rule, the balance cannot exceed the maximum amount determined by the issuer.

The cardholder is not allowed to use the card beyond the spending limit. The cardholder undertakes in each and every case to immediately repay the outstanding balance and/or

load the card accordingly if he/she exceeds the spending limit (e.g. because of fees charged by the issuer).

14.2 Balance enquiries, overview of transactions

The cardholder may at any time request the current balance and transactions by either using the online services provided by the issuer or alternatively by calling the issuer's hotline (toll phone number).

The cardholder will receive, monthly or otherwise, a detailed invoice indicating the current balance. The cardholder may choose to receive a paper or electronic invoice. The cardholder must check the monthly invoice and report any complaints within 30 days from the date of the transaction summary in question. The duties of care described in Sections 3.3 and 3.5 apply correspondingly to the transaction summary.

14.3 Refund of balance

If the cardholder intends to stop using the card or to terminate the contract, he/she may request in writing a refund of the current balance from the issuer. The refund will only be paid out to a Swiss post or bank account belonging to the cardholder only.

Part C: Debit function

The following provisions apply in addition to those of the general part (A), in accordance with the product in question.

15. Use of the card

15.1 Account

The card with the debit function requires a specific bank account at the mediating bank. The debit transactions are debited directly to this bank account and reported in the bank statement periodically (e.g. monthly). Authorised representatives or persons designated by the account holder may also be holders of the card in question, in addition to the account holder.

15.2 Cash withdrawals

The cardholder may use the card to withdraw cash at authorised points and from designated ATMs in Switzerland and abroad, subject to the defined withdrawal limit.

Cash withdrawals are restricted to the limits established by the mediating bank.

For cash withdrawals in a currency other than the card currency (foreign currency), the corresponding exchange rate of the issuer or the mediating bank, as the case may be, shall apply. The cash withdrawal may be subject to fees.

15.3 Duty of coverage

The card may only be utilised if the bank account has sufficient cover (in the form of a credit balance or a credit limit granted by the mediating bank). If the bank account lacks sufficient cover, the issuer has the right to refuse to process transactions.

15.4 Bank's proprietary services

Besides being used to pay for goods and services and as an ATM card, the card may also be used for additional services specific to the mediating bank. However, only the conditions agreed with the mediating bank are applicable.

16. Issuer's debiting right

The issuer may debit all authorised debit transactions and fees, e.g. annual fees and costs, to the cardholder's bank account. Upon termination or expiry of the contractual relationship, this debiting right shall apply to all amounts that resulted from use of the card before the termination or expiry of the contractual relationship. The account holder authorises the mediating bank to reimburse these amounts to the issuer. The issuer's debiting right shall remain in full effect even in case of disputes between the cardholder and third parties.

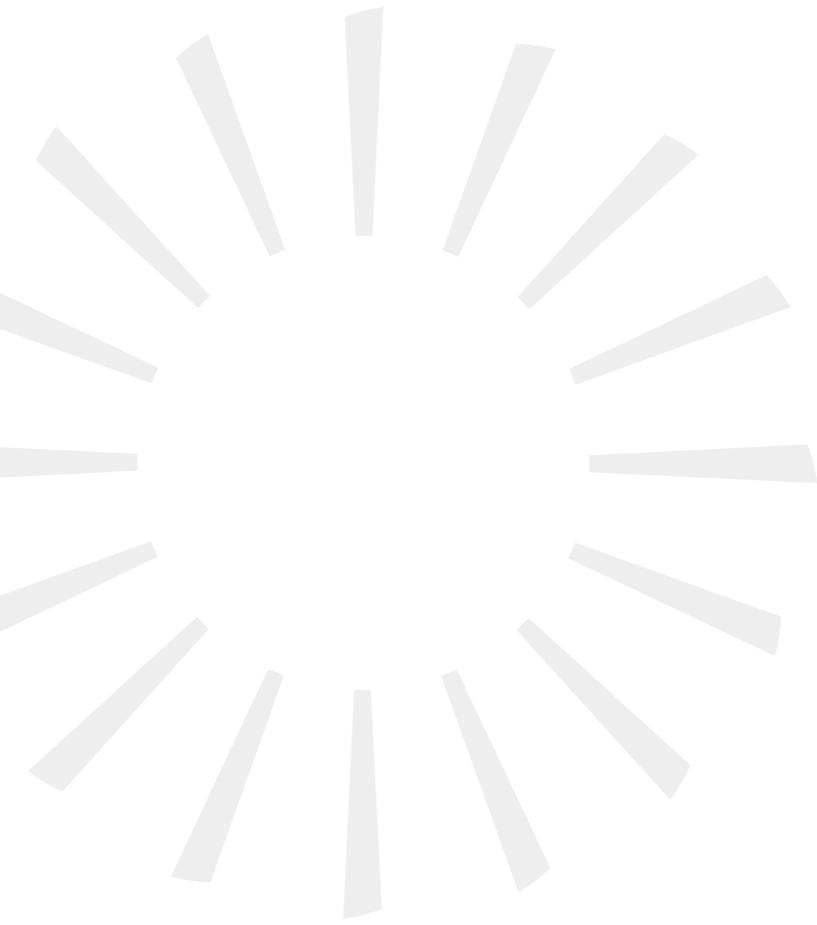
Version 08/2017, including rewards programme

C

Special conditions for the participation in the surprize rewards programme

These special conditions apply to the surprize rewards programme and govern participation in the programme.

surprize is a rewards programme developed by Visa Card Services SA. By using a payment card with a credit or PrePaid function eligible for participation, surprize points can be collected and redeemed for rewards on the corresponding platform. Furthermore, the participant can benefit from special offers.



surprize is the rewards programme for payment cards with a credit or PrePaid function issued by Visa Card Services S.A. Further information about surprize and Visa can be found at www.surprize.ch and www.visa.ch

just for you





1. Definitions

Viseca	Viseca Card Services SA, Hagenholzstrasse 56, P.O. Box 7007, 8050 Zurich.
surprise	A rewards programme developed by Viseca. When using a payment card with a credit or PrePaid function, surprise points are collected and can be used to purchase rewards. Additionally, the cardholder can benefit from special offers. No surprise points are collected if the debit function of a payment card is used.
Participants	Holders of Viseca payment cards with a credit or PrePaid function eligible for participation in the rewards programme (holder of the primary card). Different conditions apply for holders of additional cards (see Section 9 below). Holders of payment cards that have a debit function only and holders of company cards are not eligible to participate.
surprise points	Points that are credited to the participant's surprise account when using payment cards with a credit or PrePaid function that are eligible to participate in the rewards programme.
surprise account	Shows the participant's surprise point balance and other details.
Rewards/offers	Rewards are vouchers or products which the participants can purchase on the platform. Offers are discounts or promotions that are made available to participants in an appropriate form.
surprise partners	Companies at which participants can redeem rewards and benefit from offers. An updated list of surprise partners is published on the platform.
Platform	Platform for the surprise rewards programme, which is provided and maintained by Viseca. After registering on the platform, the participant can access his/her personal surprise account and the items on offer and redeem surprise points for rewards. The platform may be provided as a website and/or an app.

2. Participation

Automatic participation	All private individuals who hold payment cards with a credit or PrePaid function issued by Viseca that are eligible for participation automatically participate in the rewards programme. Viseca reserves the right to expand or restrict the circle of eligible participants at any time.
Cards eligible for participation	The payment cards with a credit or PrePaid function eligible for participation in the rewards programme can be viewed or queried at Viseca at any time.
Waiving	If a cardholder wants to waive participation in the rewards programme, he/she shall inform Viseca about this in writing.
Costs	Participation in the rewards programme is free of charge.



3. Collaboration

With third parties

Viseca may **fully or partially entrust third parties in Switzerland and abroad with conducting of the rewards programme**. For this purpose, Viseca will **provide** any such third party with **all data necessary** for performing the delegated tasks, which may require **these data to be transmitted abroad**. Such third party shall undertake to keep the data confidential and to ensure adequate data protection. If the third party appoints further representatives, he must also impose these obligations upon such representatives. The participant is aware of this data processing, acknowledges that **data transmitted abroad may not be covered by protection equivalent to that under Swiss law** and authorises Viseca, by participating in the rewards programme, to process the data in this regard.

With surprise partners

Viseca cooperates with various surprise partners in order to provide the participant with diversified offers. Viseca selects the surprise partners with due diligence and instructs them accordingly.

4. Registration

On the platform

To use the full functionality of the rewards programme, the participant must register on the platform. Without registration, the rewards programme can only be used to a limited extent and it is not possible to take advantage of the rewards/special deals on offer.

Registration information

The participant will receive his/her personalised registration information from Viseca by mail or e-mail in order to complete his/her registration on the platform.

Password

When registering, the participant has to choose a secure password. The password must not consist of combinations that can be guessed easily, such as telephone numbers, dates of birth, vehicle registration plates, names of the holder or of his/her family members etc. The participant shall carefully safeguard the password for accessing his/her personal surprise account. He/She shall protect it from access by unauthorised third parties and shall not disclose it to third parties.

Multiple surprise accounts

Participants who hold multiple surprise accounts can manage them under a single user name and password.

5. Information on rewards/offers

Delivery of information on rewards/offers

The rewards programme includes the delivery of information on rewards/offers as well as advertising information about the rewards programme to the participant. The delivery of this information takes place by mail, e-mail, SMS, via the surprize account, via the app or by other suitable means. By participating in the rewards programme, the participant authorises Viseca to send him/her such information. The participant may revoke authorisation for the delivery of offers at any time by notifying Viseca in writing.

Data processing

Viseca wants to offer the participant rewards/offers from surprize partners that are tailored to him/her and his/her personal interests. For this purpose, Viseca **analyses** information and **data**, especially that which results from ownership and use of payment cards with a credit or PrePaid function, the registration data and recorded platform usage, in detail and creates **individual client, consumption or preference profiles** about the participant. For this purpose, Viseca may also **procure further data** and information about the participant from suitable **third parties** (e.g. professional address dealers, publicly accessible data bases etc.) **and consolidate these data and information with the existing data and information of Viseca**. Moreover, Viseca may analyse **data and information** for marketing purposes on **behalf of a surprize partner or another company of the Aduno Group**. The purpose of this is to identify participants who could be interested in specific rewards offers and campaigns of surprize partners. **Under no circumstances will Viseca forward the individual participant data** (participant and card data), individual transaction data (data concerning shopping and cash withdrawal details) **or personalised results** (individual client, consumption or preference profiles) that it collects in connection with the performance of the rewards programme to **surprize partners or third parties**. The participant is aware of this and authorises Viseca, by participating in the rewards programme, to process the data in this regard. Further information on data processing can be accessed on the platform.

6. Collecting surprize points

Automatic collection

With every transaction executed worldwide with a Viseca payment card that is eligible to participate in the rewards programme (when using the credit or PrePaid function), the participant automatically collects surprize points. No surprize points are credited for cash withdrawals and fees paid to Viseca when the debit function of a payment card is used.

Crediting points

The collected surprize points will be credited to the personal surprize account of the participant two working days following a transaction at the earliest.

Validity

The surprize points collected by the participant are valid for three years from the date they are credited to the surprize account. If the participant does not duly redeem the credited surprize points within this period, they will expire automatically. The participant will be duly and regularly informed about the upcoming expiry of surprize points in the surprize account statements and/or on the platform.

Force majeure and technical problems

In case of force majeure or technical problems, Viseca may temporarily suspend the crediting of points; a retroactive crediting is not possible.



7. Redeeming surprise points

Place of redemption	The participant can redeem his/her surprise points on the platform.
Rewards/offers	Information on the options currently available for redeeming surprise points is provided on the platform and in the distributed advertising material.
Availability of the surprise points	The participant can use the surprise points as soon as they have been credited to his/her surprise account.
Purchase of rewards/ use of offers	Rewards will be offered to the participant on the surprise platform, e.g. by surprise partners. The participant concludes the contract for the purchase of a reward directly with the respective surprise partner. In this context, Viseca merely acts as an intermediary and is not a contracting party. Therefore, the purchase of rewards shall be governed by the general terms and conditions of the respective surprise partner. Reference to these general terms and conditions is made within the framework of the order process. The participant may make use of offers via the platform or by other suitable means.
Shipment of rewards	The physical shipment of rewards by the surprise partner takes place exclusively within Switzerland and the Principality of Liechtenstein. If the participant does not have a domicile within Switzerland or the Principality of Liechtenstein, he/she shall specify a delivery address in one of these two countries.
Disclosure of the address details for the shipment	If the participant redeems his/her surprise points on the platform for a reward offered there, he/she acknowledges that Viseca will send the address details of the participant that are required for the shipment of the reward to the respective surprise partner.
Availability of rewards/offers	Rewards and offers are subject to limitations in terms of time and quantity. Rewards/offers are therefore always subject to confirmation.
No conversion to monetary value and no return	The conversion of surprise points to a monetary value and payment of such in cash or by way of set-off are excluded. This also applies if participation in the rewards programme is terminated. Redeemed surprise points cannot be converted back into surprise points again nor be exchanged for another reward or offer.
Retroactive cancellation of surprise points, corrections in the event of card abuse and false debits	If transactions using a payment card with a credit or PrePaid function that are eligible for surprise points are cancelled retroactively (e.g. due to an objection lodged against a transaction, the reversal of a transaction etc.), the points already credited to the participant will be duly deducted. Viseca also reserves the right to deduct surprise points that have already been credited in justified cases, especially in the event of card abuse or false debits.

8. Account balance and information

Querying the account balance and information	After registering, the participant can see the current surprise account balance and a detailed overview of the executed transactions that are eligible for points on the platform at all times.
surprise account statement and objections	The participant will regularly receive a statement indicating his/her current surprise point balance and the validity of the surprise points. Participants that have opted for the paperless monthly statement can view the statement electronically on the platform after registering. If the participant does not submit a written objection to Viseca within 30 days of the receipt of the latest surprise account statement, the surprise point balance therein communicated shall be deemed to have been approved.

9. Holders of an additional card

Information from the holder of the primary card	It is the responsibility of the participant (holder of the primary card) to inform the holder of the additional card about the provisions of these special conditions governing participation in the rewards programme that apply to the holder of the additional card.
Participation	All private individuals who hold an additional card associated with a payment card with a credit function issued by Viseca that is eligible for participation automatically participate in the rewards programme, provided that the holder of the primary card also participates in the rewards programme. The conditions of participation for holders of primary cards as specified in these special conditions also apply analogously to holders of additional cards, provided that the applicability of individual provisions is not excluded below.
Termination	The holder of the additional card acknowledges that his/her participation in the rewards programme will automatically be terminated if the holder of the primary card ceases to participate in the rewards programme. The holder of the additional card cannot participate or terminate his/her participation independently of the holder of the primary card. However, the holder of the additional card may terminate his/her payment card contract for the additional card.
surprise account	Holders of additional cards will not be given a separate surprise account. The surprise points of the holder of the additional card will be settled via the surprise account of the holder of the primary card and will be credited to this account. The holder of the additional card is aware that his/her surprise points will be credited to the holder of the primary card, who may freely use and redeem them.
Collecting surprise points	If the primary card is eligible for participation in the rewards programme, surprise points will also be automatically collected and credited to the surprise account of the holder of the primary card for transactions executed with additional cards (when the credit function is used).
Redeeming surprise points	The holder of the additional card cannot check the account balance, purchase rewards or use offers on the platform.



10. Risks and damages

Participation, changes or termination of surprise

Any damage that the participant suffers from participation in, change of or termination of the rewards programme shall be borne solely by the participant. As far as legally possible, any liability of Viseca for such damages is excluded.

surprise partners

Should problems occur in the contractual relationship between the participant and a surprise partner or should the participant suffer damages, the participant must address this with the surprise partner in question. Viseca is merely the intermediary and not a contracting party. Therefore, Viseca does not accept any liability for damages that arise in connection with the purchase of rewards or the use of offers.

Information about rewards/offers

Viseca and the surprise partners exercise the due diligence customary in business in checking the correctness of adverts, information, product descriptions and specifications, including pictures, messages etc. about rewards/offers. Nevertheless, this information may contain errors. Therefore, the participant undertakes to read this information carefully and check it. Viseca does not accept any liability for damages with regard to the correctness, completeness, timeliness etc. of this information. This also applies to information available through links.

Access to the platform and redemption of rewards/offers

The platform can be accessed via the Internet. This involves risks. Viseca does not guarantee that access to the platform and the purchase of rewards or use of offers on the platform is possible at all times and without interruptions.

Security risks

The participant shall take comprehensive precautions against security risks arising from the use of the Internet and the platform, including links and the use of the password. As far as legally possible, any liability of Viseca in this regard is excluded.

11. Termination



Notice of termination	The participant may terminate participation in the rewards programme at any time by written notice to Viseca. A notice period does not apply.
Termination of the card relationship	If the participant or Viseca terminates the contract for the payment cards that are eligible for participation, the participation in the rewards programme will thereby also be terminated automatically.
Access to the platform	The surprize account of the participant and access to the surprize account shall remain for three months from the date notice is given of termination of participation in the rewards programme. During these three months, surprize points can be redeemed for rewards.
Discontinuation or modification of rewards programme	Viseca may change the content of the rewards programme at any time or may discontinue the rewards programme with a notice period of three months (termination). The participant will be informed of any changes by appropriate means.
Exclusion in the event of abuse and breach of contract	Viseca reserves the right to exclude a participant from the rewards programme in the event of any abuse or breach of these special conditions. In this case, any points balance of the participant will expire.
Storage and deletion of data following termination	The participant's surprize data will be stored and processed even following termination of participation in the rewards programme. Personalised results (individual customer, consumption or preference profiles) are automatically deleted after 24 months at the latest.

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