

Terms and Conditions for Travel & Lifestyle Services



A. General Conditions

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

1. Authorized persons

Access to the Travel & Lifestyle Services (hereinafter "T&L Services") is reserved for customers of specific charge cards and credit cards (hereinafter "Card(s)") issued by Swisscard AECS GmbH (hereinafter "Issuer") which include these T&L Services as a secondary benefit to the card relationship (hereinafter "Customer").

2. Relationship to the terms and conditions for charge cards and credit cards

The Terms and Conditions for Charge and Credit Cards of Swisscard AECS GmbH (hereinafter "GTC") also apply to the present T&L Services unless otherwise regulated herein.

3. Scope of application of these terms and conditions

Various terms and conditions will apply depending on which T&L Services the Customer obtains from the Issuer.

The Issuer will normally act vis-à-vis the Customer **merely as a broker** of individual travel, lifestyle, and similar services (hereinafter collectively "Third-Party Services") provided by third parties (hereinafter "Service Providers") and conclude contracts with these Service Providers in the name of and for the account of the Customer, for instance when a Customer books a flight, makes a hotel reservation, reserves a rental car or a table in a restaurant, or orders concert tickets through the Issuer, or the Issuer brokers a package deal for the Customer. The **Brokerage Terms and Conditions** listed under **Section B** shall apply between the Customer and the Issuer for all of these consulting and brokerage services. The individual travel, transportation, lodging, rental, or travel organization contract (etc.), will be created directly and immediately between the Customer and the individual Service Provider. The individual standard terms and conditions of business (or terms and conditions of transportation, rental, or organization) of the Service Providers (hereinafter "Service Provider STCs") shall accordingly apply to the Third-Party Services brokered by the Issuer. Thus the Issuer is not responsible for the careful and contract-compliant performance of the Third-Party Services, but rather exclusively the particular Service Provider.

If the Issuer offers the Customer the Issuer's own package deal (as an exception) by organizing a package travel put together specifically for the Customer and following the Customer's personal wishes, then the Issuer itself is acting as a travel organizer and the **Organizer Terms and Conditions** listed under **Section C** shall then apply as a supplement to Section B.

By utilizing the T&L Services, the Customer confirms that he has read, understood, and accepted the present Terms and Conditions for Travel & Lifestyle Services.

4. Coordinator for T&L Services

The T&L Services will be provided in the name of and on behalf of the Issuer by Ten Lifestyle Management Switzerland GmbH until further notice.

B. Terms and Conditions for the Brokerage of Third-Party Services (Brokerage Terms and Conditions)

1. Contract conclusion and special transportation provisions

1.1 Contract conclusion

The Customer can commission the Issuer in written form (letter, fax, email), oral form (telephone), or electronic form (online platform) to broker the conclusion of a corresponding contract for Third-Party Services between the Customer and the Service Provider (hereinafter "Booking Order"). The Booking Order is binding on the Customer in all cases. In case of electronic bookings (via online platform), the Booking Order is considered issued at the conclusion of the booking process.

The Issuer expressly retains the right to reject or not perform a Booking Order and will inform the Customer immediately regarding rejection of a Booking Order. If the Issuer transmits the Customer's Booking Order to the Service Provider, then the contract will be created directly between the Customer and the Service Provider (hereinafter "Definitive Booking") as soon as the Service Provider's declaration of acceptance (hereinafter "Booking Confirmation") is received by the Issuer or directly by the Customer. The Booking Confirmation can be effected in oral (telephonic) or written form. Booking Confirmations will normally be delivered to the Customer **by email; the Customer states his express consent to this.**

If the Customer's Booking Order includes additional persons besides the Customer (hereinafter "Accompanying Persons"), the Customer shall be responsible for their contractual obligations (particularly payment of the price and processing of personal data) in the same way as for his own obligations. The Customer warrants that he is expressly authorized by all Accompanying Persons to issue the Booking Order under the Terms and Conditions for Travel & Lifestyle Services set forth herein in their name and to conclude the contracts for Third-Party Services stated in the Booking Order for their benefit and in their name. The Issuer's communications regarding Accompanying Persons will normally be directed to the Customer.

Insofar as the Booking Confirmation differs from the Customer's Booking Order, the Issuer will accordingly notify the Customer immediately. The different Booking Confirmation shall then be simultaneously considered a new offer to conclude a contract between the Customer and the Service Provider. If the Customer does not expressly reject the new offer within two business days from delivery, the contract with the Service Provider for the Third-Party Services listed in the Booking Confirmation is concluded.

The Booking Confirmation as well as all documents and documentation delivered along with it (e.g., rail or airline tickets, admission tickets, etc.) shall be checked for completeness and correctness when the Customer receives them.

Errors shall be reported to the Issuer immediately, no later than within two business days from delivery of the documentation.

The Service Provider STCs and the contractual agreements with the individual Service Providers shall also apply to all Accompanying Persons. The Service Provider STCs can generally be taken from the website or the offer of the individual Service Provider or requested from the latter.

1.2 Passport, visas, immunizations

The Issuer will inform the Customer no later than in the Booking Confirmation regarding the passport and entry regulations applicable to Swiss nationals and EU/EFTA citizens for the selected destination. The Issuer is not subject to any duty to inform citizens of other countries; these Customers and/or Accompanying Persons are responsible for inquiring as to the relevant entry/transit regulations. Information on entry and/or transit regulations shall be considered correctly communicated when they correspond to information published by the competent offices or generally available to the public. The Issuer cannot assume any liability for any refusal of entry due to requirements not met. The Customer and his Accompanying Persons shall be solely responsible for compliance with passport, visa, customs, foreign exchange, immunization, and health regulations and for procuring and carrying the necessary documents. The Issuer is prepared to support the Customer or his Accompanying Persons in procuring visas by express request against corresponding compensation. Liability for any delayed or defective issuance or delivery or refusal of visas and their consequences is excluded.

In order to book air travel, the Issuer always requires the precise information as listed in the passport or identity card (hereinafter collectively "Passport") of the Customer and any Accompanying Persons. If the Customer had to provide his Passport details (including those of his Accompanying Person) to the Issuer in order to carry out the flight booking, the Customer is responsible for notifying the Issuer of any changes in the Passport information prior to departure. The Issuer assumes no liability whatsoever if entry into a destination or transit country, or even boarding the booked aircraft is denied to the Customer or his Accompanying Persons because the information on the airline ticket does not match the information in the Passport.

2. Prices, fees, and terms of payment

2.1 Prices and fees

The prices as well as the payment, cancellation, and change terms and conditions for Third-Party Services are a subject matter of the contract between the Customer and the Service Providers.

The Issuer can invoice additional fees to the Customer for its T&L Services. The Issuer's applicable fees can be found in the corresponding fee table for Travel & Lifestyle Services at www.swisscard.ch or requested from the Issuer.

If and insofar as the Issuer is entitled to customary (travel agency) commissions, reimbursements, super commissions, and the like (hereinafter collectively "Reimbursements") arising from its contractual relationship with the Service Provider, these Reimbursements shall belong exclusively to the

Issuer. These Reimbursements may amount to up to 10% of the price of the Third-Party Service and the Customer hereby expressly waives the release or forwarding of such Reimbursements to the Customer himself.

2.2 Terms of payment

The Issuer shall disclose the prices of the Service Providers together with any fees of the Issuer to the Customer prior to Definitive Booking for each individual Third-Party Service of the Service Provider or for each T&L Service of the Issuer and inform the Customer regarding the material payment and cancellation terms. All costs in connection with the Third-Party Services (including any card surcharges from the Service Provider, compulsory duties or taxes) as well as any Issuer fees shall be charged to the Customer's Card.

2.3 Price changes

Prices shall in principle be subject to change without notice until Definitive Booking and can be adjusted at any time.

3. Cancellation/change of Third-Party Services by the Customer

3.1 General

If the Customer cancels, changes, or cannot obtain a Third-Party Service (hereinafter collectively "Cancellation/Change"), then the respective terms and conditions of the relevant Service Provider (including Service Provider STCs) shall apply. It is the duty of the Customer or the Accompanying Person to provide notices of any Cancellation/Change as early as possible and in writing, either directly to the relevant Service Provider or to the Issuer.

When a notification of Cancellation/Change is received, the Issuer will support the Customer to the best of the Issuer's abilities and attempt to keep the additional costs as low as possible. All additional costs incurred shall be paid by the Customer.

3.2 "Flight only" airline flights

The Customer acknowledges that he may incur high costs due to very strict requirements imposed by the airlines regarding Cancellation/Change of flights (e.g., rebooking, name changes, etc.). Depending on the airline and rate class, up to 100% of the travel price may be charged immediately after the Definitive Booking. The Issuer will charge the Customer the costs imposed by the airline, which will be invoiced in addition to any Issuer fees. If the flight is not taken (no-show), generally nothing will be reimbursed.

3.3 Rail travel

In case of rail travel, it may occur that it will not be possible to reimburse costs for reservations/rail tickets in full or at all due to special rate terms and conditions.

3.4 Reserving lodging

The terms and conditions for Cancellation/Change may differ widely depending on the type of lodging, season, and country. The costs for Cancellation/Change may vary between 100% of the price for the first night of the reservation in case of Cancellation less than 24 hours in advance up to 100% of the total lodging costs starting from the time of Definitive Booking.

3.5 Reserving rental vehicles

When reserving rental cars with the customary worldwide rental companies, the rental agreement between the Customer as the renter and the rental company for the specific vehicle generally is only created on the date the rental object is obtained locally. Until that time, only a reservation agreement is in force between the Customer and the rental company in the form of a Booking Confirmation. The terms and conditions stated therein for Cancellation/Change are binding on the Customer.

When reserving rental vehicles, only a category (or the next higher category without additional charge) is guaranteed, but in no case a specific vehicle type. Moreover, the Customer must pay careful attention to the booked additional services and the type and amount of the insurance benefits. Particularly the very divergent optional insurance coverages at additional cost can far exceed the original rental price (base price). However, waiving certain insurance benefits involves high financial risks for the Customer in case of damage or accident. The Issuer therefore recommends that prior to signing the rental agreement at the location, the Customer ensure and verify with the rental company that all necessary insurance coverage has been set forth in writing.

4. Liability

The Issuer entirely rejects any and all liability for the Third-Party Services.

The Issuer's liability is limited to direct damages as a consequence of culpable failure to perform or poor performance of its T&L Services – subject to a serious violation (wrongful intent, gross negligence) – and is limited in amount to twice the amount of the Third-Party Service. The restrictions on compensation provided for in international treaties in case of damages arising from failure to perform or poor performance of a transportation agreement remain reserved.

Any and all liability for indirect or reflex damages (including lost profit) is hereby excluded.

In addition, the Issuer shall not be liable if:

- The Customer provides the Issuer with incorrect or incomplete information and the T&L Services desired from the Issuer consequently cannot be provided or cannot properly be provided.
- The Customer's instructions were not sufficiently clearly issued and the Issuer cannot reach the Customer to clarify his instructions.
- The Issuer's T&L Services cannot be provided due to force majeure (including any delays that may occur) including, inter alia, a failure of the telecommunications systems or the Internet.

5. Insurance and travel security

5.1 Insurance

Before concluding a Definitive Booking, the Customer should check whether he and his Accompanying Persons are sufficiently insured.

5.2 Travel security

The Swiss Federal Department of Foreign Affairs (EDA) and the Swiss Federal Office of Public Health (BAG) regularly pub-

lish information about countries in which any increased security, health, or other risks exist. The Customer can obtain this travel advice himself from the EDA (www.eda.admin.ch/reisehinweise) or from his booking office. The Issuer assumes that the Customer has obtained information about this travel advice prior to starting travel and knows the corresponding risks.

6. Data processing

Section 11 of the GTC (acquisition, processing and disclosure of data, involvement of third parties), particularly sections 11.6 - 11.11, also apply to the present T&L Services and related data processing unless otherwise regulated herein.

6.1 General information

The Issuer records and stores the Customer's information and any changes thereto and processes it within the scope of the purpose of the contractual relationship (e.g., brokering Third-Party Services), particularly the travel route/destination, airline (including precise travel times, booking class, seat assignment), hotel, prices, specific Customer requests, information about the Customer's Accompanying Persons, payment information, date of birth, nationality, language, special preferences, and other information that the Customer provides to the Issuer. Specifically in case of air travel (see below, No. 6.2), information will be collected and processed that represents particularly sensitive personal data, such as meal preferences or the need for special mobility aids. Where necessary in order to provide the T&L Services, the Customer authorizes the Issuer as well as additional Service Providers involved in Switzerland and abroad (e.g., travel agents, hotel chains, airlines, car rental companies), to exchange information relating to the Customer – including the particularly sensitive personal data – including through electronic reservation systems operated by third parties. The data processing by Service Providers is subject to their data protection provisions.

The Customer acknowledges that electronic data sharing may take place on open, transnational networks that are accessible to the general public. Even if such data is encrypted, it may nevertheless come to the attention of third parties. This may enable these third parties to infer that a business relationship has been or may be established between the Customer and the Issuer.

The aforementioned data processing may be carried out in Switzerland and in the countries of the European Union. However, data can also be processed and stored worldwide (e.g., also in the USA), even if the data do not enjoy any protection or any equivalent protection to that in Switzerland and in the countries of the European Union.

6.2 Special information for air travel

Due to legal or regulatory requirements of specific countries, it is necessary to transmit specific data about the Customer's travel and/or his Accompanying Persons into and out of these countries to these government agencies for security and entry reasons. The Customer and the Accompanying Persons hereby expressly authorize the Issuer and the individual airline to transmit person-related data about the Customer and his Accompanying Person as passengers, known as "Passenger Name Record (PNR)" data to these government agencies for these purposes insofar as this information is available. This includes the following data about

the Customer and his Accompanying Persons: full name, date of birth, full residence address, telephone numbers, data of Definitive Booking/ticket issue and intended travel date, all types of payment information, travel status and travel route, frequent flyer number, information about luggage, all PNR changes in the past, prior destinations, additional relevant information about Accompanying Persons, etc. The Customer acknowledges that these data may be transmitted to countries in which data protection does not correspond to the protection level of Swiss data protection legislation.

7. Communication and customer assistance

The Client and the Issuer may utilize electronic means of communication (e.g. email, SMS, Internet) in the context of the T&L Services where this is provided for by the Issuer. If the Customer contacts the Issuer by email or provides the Issuer with his email address, he thus declares his consent for the Issuer to contact him by email and that the email address provided by the Customer can be used.

The Customer acknowledges that during electronic data exchange, such as the use of the Internet or an email service, data are transmitted without encryption over a public network that is, in principle, publicly accessible. Even if both the sender and the recipient are located in Switzerland, data may be transmitted across national boundaries, including via countries whose data protection requirements are less strict than those of Switzerland. Third parties could view, alter, and misuse data, and could reach conclusions regarding existing or future business relationships. The sender's identity could be simulated or manipulated. The Customer's data could be lost during transmission or could be intercepted by unauthorized third parties. In order to reduce the risks, the Customer uses all available possibilities in order to protect the terminal equipment used by him (e.g., computer, mobile telephone), specifically by installing and regularly updating comprehensive virus protection and internet security programs and by updating the operating systems and internet browsers used. The Customer shall be liable for all consequences resulting from any unauthorized interception of data by third parties. 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.

The Customer may contact the Issuer's customer assistance at the telephone number and address communicated on the Internet for all issues related to the T&L Services.

8. Applicable law and jurisdiction

The contractual relationship between the Customer and the Issuer arising from these terms and conditions shall be governed by substantive Swiss law, excluding conflict-of-laws provisions. The regular courts at the registered office of the Issuer shall have exclusive jurisdiction for all disputes arising from the contractual relationship between the Customer and the Issuer. **The courts of Horgen shall have jurisdiction and venue.** This shall be without prejudice to the binding provisions of Swiss law.

C. Terms and Conditions for the Organization of Package Travel (Organizer Terms and Conditions)

If the Customer commissions the Issuer to organize a package travel for him and/or his Accompanying Persons according to his special requests and the Issuer can offer him such a package travel in its own name as a travel organizer within the meaning of the Swiss Federal Act on Package Travel (PauRG), then the following contract terms and conditions for the organization of package travels shall apply additionally (hereinafter "Organizer Terms and Conditions"). Where discrepancies or contradictions arise between the Brokerage Terms and Conditions included in **Section B** and the Organizer Terms and Conditions, the following Organizer Terms and Conditions shall correspondingly take precedence.

1. Subject matter of the agreement

A package travel within the meaning of Article 1 PauRG exists when the Issuer offers the Customer a combination of at least two material travel services (transportation, lodging, vehicle rental, other primary tourist service) in the Issuer's own name that is arranged in advance or specifically for him and/or his Accompanying Persons for a total price, and this travel covers a period of more than 24 hours or includes an overnight accommodation.

2. Contract conclusion

Upon acceptance of the telephone booking order for a package travel arranged by the Issuer specifically for the Customer and/or his Accompanying Persons, a package travel contract is created between the Customer and/or his Accompanying Persons as traveler(s) or as consumer(s) (hereinafter "Traveler(s)") and the Issuer according to the provisions of Article 1 et seq. PauRG (hereinafter "Package Travel Contract"). If the Customer delivers a Booking Order to the Issuer in writing (by email, fax, letter, or SMS) or via the internet portal made available by the Issuer, then the Customer will receive a written Booking Confirmation from the Issuer.

3. Prices and terms of payment

3.1 Travel prices and terms of payment

The travel price for all travelers (plus any Issuer fees) will be charged directly to the Customer's Card when the Definitive Booking occurs.

3.2 Price changes

In case of extraordinary price increases by the selected Service Provider (particularly transportation companies), the Issuer reserves the right to increase the travel price even after the Definitive Booking where one of the following is involved:

- Rate changes by transportation companies (e.g., introduction or increase in fuel surcharges)
- New or increased general compulsory duties or taxes (harbor, airport, or security taxes)
- Price increases by government action (e.g., increase in value-added tax)
- Obvious typographical errors
- Currency fluctuations

The Issuer is permitted to subsequently charge the Customer such price increases up to no more than 20 days prior to commencement of travel. If the travel price should in-

crease by a total of more than 10% from the original price, then the Customer is entitled to withdraw from the contract at no charge within five days from the date the price increase is communicated and to demand refund of all monies already paid.

4. Cancellation/Change of travel

4.1 Notification

If a Traveler cannot commence the package travel, then he must notify the Issuer thereof in writing immediately upon obtaining knowledge thereof. In general, the date of receipt of the written Cancellation from the Traveler at the Issuer governs calculation of the Cancellation costs.

4.2 Cancellation costs

Where there are no specific statements in the Package Travel Contract, the following Cancellation costs shall be considered agreed: up to 46 days prior to departure (travel commencement) Cancellation at no charge, but without refund of the flat-rate booking fee; 45-31 days prior to departure: 30% of the travel price; 30-15 days prior to departure: 50% of the travel price; 14-8 days prior to departure: 75% of the travel price; 7-1 days prior to departure: 90% of the travel price; less than one day: 100% of the travel price.

4.3 Replacement person

If the Traveler cannot commence the booked travel but he is in a position to designate to the Issuer a replacement person who is prepared to commence the travel in his place and to assume the travel arrangement booked by the Customer, then the Issuer shall do everything in its power to arrange this change with the Service Providers as inexpensively as possible.

The following requirements shall collectively be met when providing a replacement Traveler:

- The replacement person is prepared to assume the travel arrangement subject to the same terms and conditions that the Customer agreed upon with the Issuer.
- The replacement person complies with the special travel requirements (passport, visas, immunization regulations).
- There are no legal or government orders opposing the participation of the replacement person in the travel.
- There is still sufficient time to be able to carry out the name change(s) at the individual Service Providers, which may be connected with difficulties particularly in the high season or can fail due to rate terms and conditions.
- The individual Service Providers accept the related changes.

The Customer shall be jointly and severally liable with the replacement Traveler for payment of the Travel price and for any additional costs incurred by the assignment.

5. Liability as travel organizer

5.1 General rule

Insofar as the Issuer acts vis-à-vis the Traveler as a contractual partner for the package travel, the Issuer shall be liable as travel organizer for the contractual success of all travel services that are a component of the travel contract (transportation, lodging, vehicle rental, other primary tourist services expressly agreed upon).

5.2 Scope of liability (limitation, exclusion)

The liability for damages (excluding personal injury) is limited to the direct damages and in amount to twice the amount of the package travel, subject to a serious violation (wrongful intent, gross negligence). Insofar as the liability of the transportation companies is limited by international treaties (or national provisions based on them), this limitation of liability shall also apply vis-à-vis the Issuer.

The Issuer is not liable for services that the Customer or the Traveler has agreed upon with third parties, specifically with local service providers (taxi rides, sports programs, medical and paramedical services, tours, etc.), outside of the Package Travel Contract booked with the Issuer. The Issuer is not liable for Cancellations of travel services or program changes in case of delays by the transportation company or strikes, as well as in general in all cases attributable to force majeure, government actions, and circumstances for which the Issuer is not required to be responsible because the Issuer could not have foreseen or averted these circumstances.

5.3 Compensation

The Issuer shall compensate the Traveler for Cancellations of travel services agreed upon (reduced value) or his additional expenses up to double the travel price insofar as it was impossible for the Issuer or the local contact person (tour guide) or the affected Service Provider to remedy a material travel defect immediately in accordance with the circumstances, but no later than within 48 hours or to offer the Traveler an equivalent substitute service.

Requirements for the compensation payments are as follows:

- a timely written complaint (notification of defects) on site (or an oral complaint confirmed by SMS, email, or fax), primarily to the local contact person, or if that person is unavailable, directly to the Issuer at the telephone number and address communicated on the Internet for T&L Services and simultaneously to the affected Service Provider, and
- an immediate written notice to the Issuer together with the written confirmation by the local contact person (e.g., receptionist, resort manager, etc.) by no later than within 30 days after the Traveler's return.

If the Traveler does not comply with these obligations – or if he has otherwise not complied with his obligation to mitigate damage (see below, B. section 5.4) – the Issuer has the right to reduce the compensation payment or to deny it entirely.

5.4 Security

The funds paid by the Customer for the package travels organized and provided by the Issuer in its own name are secured using a guarantee fund and the return travel of all Travelers is guaranteed in case of insolvency. The third party commissioned with processing these T&L Services (including activity as a booking office) (currently: Ten Lifestyle Management Switzerland GmbH) is a member of the Guarantee Fund of the Swiss Travel Industry. Detailed information can be found at www.garantiefonds.ch

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