

Conditions for the American Express® Business Travel Account (BTA)

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1. General Terms and Conditions for the BTA

These General Terms and Conditions (GTC) apply to all American Express Business Travel Accounts (hereinafter referred to as "BTA") issued by Swisscard AECS GmbH (hereinafter referred to as the "Issuer").

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

1. Opening the BTA and acknowledgment of the GTC

1.1 Once the Issuer has accepted the application to open a BTA, a personal, non-transferable BTA account will be opened for the applying company listed in the application (hereinafter referred to as the "Client") in the name of the company. Applications may be rejected without any reasons being given.

1.2 The BTA shall be used in conjunction with the means of identification agreed upon with the Client (particularly the BTA number and its expiration date, company name, security code, and additional methods permitted by the Issuer for non-cash payments, hereinafter referred to as "Means of Identification").

1.3 At the latest when using the BTA, the Client confirms he has read, understood, and accepted these GTC, and has also accepted the fees (see section 4) applicable at the time of use.

1.4 Information relating to the BTA (particularly Means of Identification) shall be sent by the Issuer directly to the travel agency or travel provider participating in the BTA program (hereinafter referred to as "Travel Provider") at the Client's risk.

2. Use of the BTA and approval

2.1 The Client can designate employees (hereinafter referred to as "Users") to the participating Travel Provider. These employees shall be authorized to pay for transport documents (particularly airline or other tickets) or other travel-related services (hereinafter collectively referred to as "Travel Services") through the Travel Provider by charging the BTA. This requires that the Client has concluded a corresponding agreement with the participating Travel Provider. The Issuer can adjust or restrict the ability to use the BTA at any time, without complying with any notice period and without specifying reasons.

2.2 Charges in a foreign currency are not permitted. The Client acknowledges that use of the BTA for other purposes than paying for Travel Services obtained through the Travel Provider is not intended, but cannot be entirely excluded for technical reasons. If such transactions are executed nevertheless, then the analyses or settlement data may be incomplete or inaccurate. The Client shall be responsible for ensuring proper use by the Users.

2.3 Within the BTA relationship, the Client agrees that all actions and omissions of the Travel Provider shall be attributed to the Client in relation to the Issuer.

2.4 It is the Client's responsibility to ensure that the Users are authorized to use the BTA and comply with the GTC. Internal instructions by the Client cannot be held against the Issuer.

2.5 If BTA transactions are processed using the Means of Identification, then they shall be deemed approved (including all fees and costs accruing, as well as the resulting outstanding amounts of the Issuer).

2.6 The Client recognizes all transactions approved pursuant to section 2.5 and the resulting outstanding amounts and

claims and irrevocably instructs the Issuer to pay the corresponding amounts to the individual Travel Providers and the corresponding issuers of transport documents (e.g., airlines, hereinafter referred to as "Transport Providers") or points of acceptance (including any fees of the Transport Provider and the Travel Provider or arising at the points of acceptance). This approval confers the right, although not the obligation, of the Issuer to authorize transactions.

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

2.8 Use of the BTA for illicit purposes is prohibited.

3. Spending limits

The Issuer may change the spending limit at any time without stating any reasons. Outstanding charges reduce the set spending limit accordingly. The Client may use the BTA only within the established spending limit. The Issuer may request immediate payment of the amounts owed if spending limits are exceeded.

4. Fees (including commissions, interest, and costs)

4.1 Use of the BTA and the contractual relationship may be associated with fees (e.g., set-up fee, fee for payment reminders), commissions, interest and other (third-party) costs (collectively referred to hereinafter as "Fees"). With the exception of any third-party costs, the Client shall be notified of the occurrence, type, and amount of Fees on or in connection with the applications for the BTA and/or in another appropriate manner, and details may be obtained at any time from the Issuer's customer service or at www.americanexpress.ch.

4.2 The agreed interest is charged on all outstanding amounts (except accrued interest) as of the respective statement date. If the statement amount is paid in full by the due date, then interest will not be charged on new charges in this billing period. Should the statement amount not be paid in full or only be paid partially within the specified time limit, interest is charged on all debits (except accrued interest) until receipt of a partial payment, and afterwards on the outstanding balance remaining due until payment thereof. Receipt of payment by the Issuer is decisive.

5. Billing and payment methods

5.1 If the BTA has a balance in favor of the Issuer on the reference date, then at the time of the agreed billing, the Issuer will supply the Client with a collective statement of the outstanding balance and the transactions processed in the past statement period in a form determined by the Issuer and electronically upon request of the Client. Balancing the account in the respective collective statement does not result in a novation. Unless agreed otherwise, the entire statement amount must be received by the Issuer within twenty-eight (28) days after the statement date. The Issuer reserves the right not to send a statement if no transactions occurred in the billing period or if the balance is zero.

5.2 The outstanding statement amount must be settled using one of the payment methods accepted by the Issuer.

6. Financial obligations

The Client undertakes to pay all outstanding amounts result-

ing from transactions approved pursuant to section 2.5, the Fees pursuant to section 4, and any further expenses arising for the Issuer, for instance in recovering outstanding amounts due. The Client is liable without reservation for all obligations arising from the use of the BTA or from the contractual relationship, as well as for delayed charges from the collective statement.

7. Obligation to cooperate and exercise due care

7.1 The Client

a) must ensure that the Means of Identification are stored with due care and only made available to Users and other authorized persons;

b) must know who has access to Means of Identification at all times;

c) agrees to use payment methods with increased security that are supported by the Issuer;

d) must notify the Issuer immediately if he executes transactions or has not fully paid a statement amount and still has not received a monthly statement more than six (6) weeks thereafter;

e) must compare the collective statements with the documents from the Travel Provider promptly upon receipt, and must inform the Issuer of any discrepancies (particularly debits resulting from unauthorized use of the BTA) by telephone immediately, and in writing at the latest within thirty (30) days of the statement date (date of postmark). Otherwise, the statements will be assumed to be correct. If the Client is requested to submit a claims/disputed transaction form, he must complete and sign this, and return it to the Issuer within ten (10) days of the request (date of postmark). A direct debit that is declined or revoked or fails for any other reason does not release the Client from the obligation to check the monthly statement and file any objections;

f) must notify the Issuer immediately, in writing or in any other manner accepted by the Issuer, regarding any changes of information provided in the application, particularly changes of name and address, as well as any changes of beneficial owner (Form A). Communications and statements sent by the Issuer to the last known delivery address are deemed duly delivered;

g) must issue binding instructions to the Users not to continue to use the BTA after departure or after cancellation of internal authorization;

h) must inform the Issuer immediately by telephone (regardless of any time difference) for the purpose of blocking the BTA in case of actual or even suspected loss, theft, or unauthorized use of the Means of Identification. If a loss is incurred, the Client must, to the best of his knowledge and belief, cooperate in resolving the matter and in minimizing the loss. The local police must be notified in the case of suspected criminal offences;

i) in case of blocking/cancellation of the BTA, must inform the Travel Provider and Transport Provider, as well as any other points of acceptance for which the BTA was provided for payment for recurring services (e.g., travel subscriptions), of the blocking/cancellation of the BTA;

j) must ensure that his employees and third parties are informed pursuant to section 11.11.

8. Responsibility and liability

8.1 Provided the Client complies fully with the entire content of these GTC, in particular the obligations to cooperate

and exercise due care, and provided he is not otherwise at fault, the Issuer will assume the debits resulting from proven unauthorized use of the BTA by third parties, subject to the provisions of section 8.2. In such a case, the Client must assign to the Issuer upon first demand all claims arising as a result of the damage event (including any insurance claims).

8.2 In general and notwithstanding section 8.1, the Client must assume the following in all cases:

- a) indirect as well as consequential damages of whatever type;
- b) damages arising from violation of his duties to cooperate and exercise due care and other obligations pursuant to these GTC;
- c) damages that arise because the Client cannot use the BTA for payment, e.g., when a Travel Provider does not accept the booking through the BTA, a transaction cannot be executed due to a blocking of the BTA or due to technical or other reasons, as well as damages arising as a consequence of blocking or cancellation of the BTA;
- d) damages in connection with secondary or additional benefits of the BTA (including loyalty programs);
- e) damages in connection with offers or benefits provided by third parties (e.g., events or partner offers);
- f) damages caused by the forwarding of Means of Identification to the Client, his vicarious agents, or at the Client's request, as well as those resulting from dispatch to a delivery address specified by the Client at which the Client cannot personally take receipt of the Means of Identification;
- g) damages caused when using certain electronic means of communication (see section 12), in particular due to incomplete verification, insufficient technical knowledge or security precautions, or as a result of transmission errors or delays, technical faults, disruptions, malfunctions, illegal interventions or other inadequacies, provided the Issuer is not responsible for these;
- h) damages arising from unauthorized use of the BTA by persons or companies related or affiliated with the Client (e.g., agents, employees);
- i) damages that are covered by insurance;
- j) damages arising from incomplete or inaccurate analyses or settlement data.

8.3 If the Issuer does not assume any damages, the Client will be liable for all transactions through the BTA (including any Fees pursuant to section 4). The Issuer declines any responsibility for the transactions processed using the BTA (particularly provision of Travel Services). The Travel Providers and/or Transport Providers are exclusively liable for providing the respective services in accordance with their own conditions. In particular, any discrepancies, disputes concerning services, or differences of opinion and associated claims (e.g., related to defective or late services, or services not provided) must be settled by the Client directly and exclusively with the individual Travel Provider, Transport Provider, or another point of acceptance. The Client must nevertheless pay the collective statements on time. In the case of cancellation, the Client must request written confirmation of cancellation. Notice of cancellation of recurring services paid for using the BTA (e.g., travel subscriptions) must be submitted to the individual Travel Provider.

9. Term, termination, and blocking of the BTA

9.1 The BTA shall stay open for an indefinite period of time. Both the Client and the Issuer are entitled to terminate the contractual relationship in writing with immediate effect at any time and without stating any reasons.

9.2 Upon termination of the contract, all outstanding statement amounts and other claims of the parties will become due for payment immediately. There will be no entitlement to full or partial reimbursement of Fees (see section 4). The Issuer is entitled to stop crediting benefits resulting from any loyalty programs. The Client must also settle any debits occurring after termination of the contract in accordance with these GTC. In particular, the Client shall be liable for all debits from recurring services (cf. section 8.3).

9.3 BTA charges after the contract has been terminated are not permitted.

9.4 The Client and the Issuer may block the BTA at any time and without stating any reasons.

10. Credit balances

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

10.2 Subject to other agreements, credit balances of the Client on the BTA shall not accrue interest.

11. Provision, processing and transferring data, involvement of third parties

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

11.2 When the BTA is used, the Issuer receives transaction data in particular (e.g., account number, last and first name of the traveler, Transport Provider, price and number of the transport document, destination or routing, and date of travel). The Client accepts that data may be transmitted to the Issuer through the worldwide credit card network, even for transactions in Switzerland.

11.3 The Issuer may report cases of blocking of the BTA, serious payment arrears, or misuse of the BTA by the Client to the ZEK as well as to the relevant offices in the instances provided for by law. The ZEK may make such data accessible to other members of the ZEK if these other members wish to conclude or process a contract with the Client (e.g., in connection with a credit or leasing application). If the payments are made by the Client to the Issuer using direct debiting, the Issuer may provide the required data on the Client, the BTA, and the cumulative amounts of the bookings to the corresponding bank.

11.4 The Client authorizes the Issuer to exchange data with the Travel Provider and additional third parties (including their participating partners) both in Switzerland and abroad insofar as this exchange is necessary to process the application, operate the loyalty program, manage an insurance relationship, or to provide other benefits associated with the BTA, and authorizes these third parties to provide corresponding information to the Issuer.

11.5 If the Client participates in a Corporate Incentive Program "CIP" of an airline, then the Client authorizes the Issuer to exchange information relating to the Client that is necessary to operate the CIP with the airline listed in the BTA application.

11.6 The Issuer processes information about the Client in order to manage the contractual relationship and the secondary or additional benefits associated with the BTA (e.g., insurance benefits, loyalty programs), for risk management, and for security purposes (e.g., for combating fraud).

11.7 The Issuer processes information about the Client for marketing purposes and for market research, particularly for the development of products and services associated with the contractual relationship, use of the BTA, or with secondary/additional benefits, and in order to offer these, as well as insurance and other financial services (including those offered by third

parties), to the Client. The Client may notify the Issuer in writing at any time that he does not wish to receive offers pursuant to this section 11.7.

11.8 For sections 11.6 and 11.7 above, the Issuer may in particular process information about the Client, the BTA, and details of the bookings and any secondary or additional benefits (e.g., loyalty programs), and may create and analyze client and transaction profiles ("Client Profiles").

11.9 The Issuer is entitled to engage the services of third parties in Switzerland or abroad to manage some or all of the services associated with the contractual relationship (e.g., application verification, contract processing, client communication, management of loyalty programs), to create Client Profiles, for testing purposes, and for the sending of offers and information pursuant to section 11.7.

11.10 The Client authorizes the Issuer to forward data abroad worldwide for data processing pursuant to this section 11. The Client acknowledges and gives his consent that under certain circumstances, the data transmitted abroad may not be protected, or may not be protected as under Swiss law. **The Issuer is further authorized to also exchange data via electronic systems that are operated by third parties.** During electronic data exchange, information is transmitted across national boundaries via a public network accessible to anyone. This also applies to data transfer where both the sender and the receiver are located in Switzerland. Even if the data is transferred encrypted, the sender and receiver may remain unencrypted, meaning that third parties may draw conclusions regarding an existing business relationship with the Issuer.

11.11 The Client must inform his Users, employees, and any third parties for whom bookings are made via the BTA regarding the data processing pursuant to this section 11 and must ensure that they have consented in advance to this data processing.

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

11.13 The Client acknowledges that a proceeding in accordance with sections 11.1-11.12 may result in third parties acquiring knowledge of his business relationship with the Issuer, and hereby explicitly releases the Issuer from any duty of confidentiality in this regard. The Client also releases the Issuer from any duty of confidentiality insofar as this is necessary to protect legitimate interests, in particular in the case of legal actions taken by the Client against the Issuer, to secure the claims of the Issuer and the liquidation of collateral furnished by the Client or third parties, and in the case of accusations by the Client against the Issuer either in public or before government authorities in Switzerland and abroad.

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

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

12. Communication and customer service

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

12.2 The Issuer is entitled to send the Client warnings via SMS or in another appropriate manner regarding cases of fraud, etc.
12.3 The Issuer assumes no responsibility for the accuracy and completeness of data transmitted pursuant to sections 12.1 and 12.2, or for transfer times.

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

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

II. Supplementary provisions for data transmission to third-party providers

The Client can request that the Issuer transmit or provide information from the processing of the BTA (including information about the Client and his employees, Users, and any third parties for whom bookings are made via the BTA, hereinafter "Settlement Data") in electronic form (hereinafter "Data Transmission") to a third-party provider commissioned by the Client to provide settlement services (hereinafter "Authorized Party") for data analysis. In this case, the provisions of this section II shall apply supplementally to the provisions of section I with regard to the data exchange between the Issuer and the Authorized Party. The data processing by the Authorized Party is not an object of an agreement with the Issuer; instead, it is regulated by the contract between the Client and the Authorized Party.

13. Data Transmission

13.1 The Client's application to the Issuer for Data Transmission to the Authorized Party shall be considered accepted by the Issuer as soon as the certificate and user name have been received by the Authorized Party. The password shall be sent separately to the Authorized Party.

13.2 The Issuer may deem any person who uses the certificate, user name and password to be authorized to access.

13.3 The Client authorizes the Issuer to exchange Settlement Data with the Authorized Party and involved third parties in Switzerland and abroad, particularly including the information according to section 11.2, including via electronic sys-

tems operated by third parties. For this purpose, the Client explicitly releases the Issuer from any duty of confidentiality to the necessary extent. The provisions pursuant to section 11.13 shall also apply to the Data Transmission.

14. Exclusion of warranty and liability

14.1 The Settlement Data is purely a means of information. The Issuer assumes no responsibility for the correctness or completeness of the Settlement Data. The Issuer explicitly notifies the Client that only the BTA collective statements sent in paper form or by electronic means will be legally effective and that due dates, payment dates in particular, are not influenced by the Data Transmission.

14.2 The provisions pursuant to section 8.2 shall also apply to the Data Transmission.

14.3 The Client is responsible for all consequences which result from the use (and misuse) or disclosure of the Means of Identification.

14.4 The Issuer shall only be liable for any damages incurred by the Client through the use of Data Transmission in the event of willful misconduct or gross negligence. Liability of the Issuer for actions and omissions of the Authorized Party is excluded.

15. No corporate or partnership relationship

The Issuer and the Authorized Party are not in a corporate relationship. Above all, they have not agreed upon a simple partnership. Both parties remain solely and exclusively responsible for the services provided by them.

16. Suspension of Data Transmission

The Issuer is authorized to suspend Data Transmission at any time and without giving reason (e.g., upon discovery of security risks) if the Issuer considers this to be necessary for objective reasons at its own discretion. The Issuer shall not be liable for any costs or damages incurred due to any suspension.

17. Termination of Data Transmission

Data Transmission can be terminated at any time by either party in writing at the end of any month with a notice period of one month. The BTA remains unaffected by this. Data Transmission shall lapse automatically upon termination of the BTA and shall be suspended in case of blocking of the BTA.

III. Further regulations (including applicable law and place of jurisdiction)

The following regulations apply to both section I and section II of these GTC.

18.1 The contractual relationship under these GTC is subject to Swiss law, to the exclusion of conflict-of-laws provisions and international treaties.

18.2 These GTC replace all previous GTC between the Issuer and the Client involving the BTA. The Issuer reserves the right to amend these GTC (including the Fees pursuant to section 4) as well as the usage possibilities of the BTA (including related services) at any time. Changes will be brought to the attention of the Client in an appropriate manner, and will be deemed accepted if the BTA and/or the Data Transmission has not been cancelled by a specific date before the amendments enter into force. In the absence of a statement to the contrary by the Issuer, these GTC (including any amendments) will also govern future contractual relationships relating to the BTA.

18.3 The exclusive place of jurisdiction for all legal proceedings and the place of performance and debt enforcement for Clients not resident in Switzerland is Horgen. Nevertheless, the Issuer may assert its rights before any other competent authorities. Binding provisions of Swiss law remain reserved.

18.4 These GTC may be subject to separate, written agreements between the Client (including group companies) and the Issuer.

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