

POWER OF ATTORNEY FORM FOR BUSINESS CLIENTS

(incl. CompanyOnline)
(supersedes all earlier powers of attorney)

This Power of Attorney Form regulates:

- Authorization in the name of the company to communicate with Swisscard AECS GmbH by regular mail, fax, and telephone as well as by email (optional), as well as to issue and accept orders
- Sending invoices and cards/PINs (only one invoice and card recipient, respectively, can be defined for each company)
- Activation of CompanyOnline for the company and appointing administrators

I – COMPANY INFORMATION

Basic account

Legally binding company name (according to the commercial register excerpt, if registered) (hereinafter referred to as the *company*)

Street/no.

Zip code

City

Country

Telephone

Fax

This power of attorney pertains to the following basic account/card relationship(s) (hereinafter referred to as *card relationship*) as well as to company cards (hereinafter referred to as *company cards*) of Swisscard AECS GmbH (hereinafter referred to as *issuer*) that are issued under this basic account to the company's employees (hereinafter referred to as *employees*):

8

Basic account no.

8

Basic account no.

You can find the basic account number at «company account» on your monthly statement.

This power of attorney pertains to any future basic accounts of the company that are set up under the above-referenced basic accounts and to company cards issued thereunder to employees.

Security Code

The company designates the following freely selectable Security Code (at least 4 characters):

The purpose of a Security Code is to positively identify authorized representatives on the telephone and must be given so that orders can be accepted and executed over the telephone. The company acknowledges that any person identifying him/herself using a Security Code shall be considered an authorized representative (see Section III).

CompanyOnline – better monitoring and control for your company and cardholder (no charge)

- By marking this box, the company authorizes the issuer to activate CompanyOnline at no charge. With activation,
 - Authorized representatives designated as CompanyOnline administrators (see Section II) can access and manage all card information (e.g., transactions, monthly invoices, employee and basic account data) under the basic account listed above.
 - Employees who hold a card under the basic account listed above can register personally for CompanyOnline and access, monitor, and manage only their own card information (e.g., transactions, monthly invoices/individual statements).

Information on products and services by email (marketing information)

- By checking this box, the company authorizes the issuer to deliver to authorized representatives, to whom email authorization was granted (see Section II), to the indicated email address(es) offers and information concerning products and services associated with the card relationship or card use, card programs (including loyalty programs), as well as insurance and other financial services (also provided by third parties).



II - INFORMATION ON THE AUTHORIZED REPRESENTATIVES

Authorized representative

Last name

First name

Country of domicile

Nationality Date of birth

Telephone

Fax

Cell phone (required for CompanyOnline administrators)

Email (required for CompanyOnline administrators)

Sending invoices and cards/PINs (only one invoice and card recipient, respectively, can be defined for each company)

- Invoice recipient (receives the company's monthly invoices).
- Card/PIN recipient (receives all cards and PINs of the cardholders, when cards and PINs are sent to the company).

Power of attorney for:

- Communication by mail and telephone** (see sections III and V)
- Communication by email (Email authorization):**
Checking this box allows the exchange of information with the authorized representative and the placement of orders by the authorized representative by email to a limited extent. Particular risks and duties of care are associated with communication by email, see also sections IV and V. The authorized representative and the company acknowledge these with their signatures.
- Access as CompanyOnline administrator** (see Section VI)
Email authorization required. Please check the box «Communication by email.»

Signature authorized representative

Signature authorized representative

Authorized representative

Last name

First name

Country of domicile

Nationality Date of birth

Telephone

Fax

Cell phone (required for CompanyOnline administrators)

Email (required for CompanyOnline administrators)

Sending invoices and cards/PINs (only one invoice and card recipient, respectively, can be defined for each company)

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- Access as CompanyOnline administrator** (see Section VI)
Email authorization required. Please check the box «Communication by email.»

Signature authorized representative

Signature authorized representative

Authorized representative

Last name

First name

Country of domicile

Nationality Date of birth

Telephone

Fax

Cell phone (required for CompanyOnline administrators)

Email (required for CompanyOnline administrators)

Sending invoices and cards/PINs (only one invoice and card recipient, respectively, can be defined for each company)

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Email authorization required. Please check the box «Communication by email.»

Signature authorized representative

Signature authorized representative



Authorized representative

Last name

First name

Country of domicile

Nationality

Date of birth

Telephone

Fax

Cell phone (required for CompanyOnline administrators)

Email (required for CompanyOnline administrators)

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Authorized representative

Last name

First name

Country of domicile

Nationality

Date of birth

Telephone

Fax

Cell phone (required for CompanyOnline administrators)

Email (required for CompanyOnline administrators)

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- Access as CompanyOnline administrator** (see Section VI)
Email authorization required. Please check the box «Communication by email.»

Signature authorized representative

Signature authorized representative

Power of attorney for:

- Communication by mail and telephone** (see sections III and V)
- Communication by email (Email authorization):**
Checking this box allows the exchange of information with the authorized representative and the placement of orders by the authorized representative by email to a limited extent. Particular risks and duties of care are associated with communication by email, see also sections IV and V. The authorized representative and the company acknowledge these with their signatures.
- Access as CompanyOnline administrator** (see Section VI)
Email authorization required. Please check the box «Communication by email.»

Signature authorized representative

Signature authorized representative

By signing, the company confirms the **correctness of the information above** and states that it has **read, understood, and accepts** the **legal provisions on power of attorney under Sections III—V**. If activation of **CompanyOnline** was applied for, the company confirms that it:

- Has **notified the employees in advance of the fact that the company can see details of all transactions that employees perform with the company card at all times and can process them**, e.g., save them
- Has **read, understood, and accepts the terms of use for CompanyOnline under Section VI, particularly Nos. 1—5**.

Place/date

First name and last name of the person who is authorized to sign (in block letters)

Legally binding signature (as specified in the commercial register, founding documents or equivalent documents).

Please enclose a clearly readable copy (both sides) of official proof of identity (passport, ID, Swiss driver's license) with a recognizable photo, signature and place and date of issue.

Signature

Place/date

First name and last name of the person who is authorized to sign (in block letters)

Legally binding signature (as specified in the commercial register, founding documents or equivalent documents).

Please enclose a clearly readable copy (both sides) of official proof of identity (passport, ID, Swiss driver's license) with a recognizable photo, signature and place and date of issue.

Signature

Please send the fully completed and signed form, together with a copy of proof of identity, to:
Swisscard AECS GmbH, JSOB6, Postfach 227, 8810 Horgen



III – POWER OF ATTORNEY FOR COMMUNICATION BY MAIL AND TELEPHONE (SCOPE)

The company authorizes each of the above-mentioned authorized representatives to represent it individually in dealing with the issuer regarding card relationship and company cards under section I, until revoked in writing, and to make and receive written declarations in its name which are effective for it. The rights of representation of the authorized representatives communicated by the company (incl. users of the corresponding Security Code) are comprehensive.

The company authorizes the issuer to execute all orders placed by letter or telephone that are issued by

- a) one of the above-named authorized representatives or
- b) generally any person who proves his identity to the issuer through the Security Code provided by the company and communicated to the issuer in writing (hereinafter referred to as *authorized representatives*).

The issuer reserves the right to consult with or obtain a written instruction through legal representatives of the company. It may also require certified specimen signatures from the company.

IV – POWER OF ATTORNEY TO COMMUNICATE VIA EMAIL AND PLACE SELECTED ORDERS AND AUTHORIZATION TO THE ISSUER TO COMMUNICATE IN THIS WAY AND TO RECEIVE AND EXECUTE ORDERS (EMAIL AUTHORIZATION)

1. Requirements

Exchange of information with and placement of orders through authorized representatives via email are possible to a limited extent if the company has granted **individual signature authority for this under section II-III and if it has granted the authorized representatives authorization to exchange information via email through the email addresses listed above and has authorized the issuer to execute orders which have these email addresses as sender** (hereinafter referred to as *email authorization*). Electronic communication with or placement of orders via email through employees (other than the named authorized representatives) is not provided for.

2. Limited scope of the email authorization

2.1 Acceptance and processing of selected orders

The authorization includes the acceptance and execution of the following exhaustive list of orders without further identity checking if such orders are transmitted with one of the email addresses listed above as sender:

- Cancellation of individual cards upon the employee's separation from employment
- Increase of limits
- Decrease of limits
- Ordering copies of invoices (delivery by mail)
- Change of employee's address
- Changes in non contract-related cardholder data (employee ID, cost center)
- Ordering of replacement cards
- Ordering of PIN codes (delivery by mail)
- Card unblocking upon submission of evidence of payment
- Cancellation of direct debiting that is in place

The company acknowledges that the issuer expressly does not process orders placed via email to block accounts, to disburse card balances, to change company master data (e.g. name change, change of domicile) or to grant or revoke powers of attorney (incl. designation and dismissal of authorized representatives) or to delete basic accounts. This also applies if these orders have been placed through the email addresses listed above.

2.2 General exchange of information

The company further authorizes the issuer to send information on individual card relationships and company cards to the indicated email addresses (e.g. information about the invoice, warnings regarding cases of fraud) as well as information on card relationships and company cards (from the date of this authorization and also retroactively).

3. Issuance of email authorization

Being cognizant of the scope presented in section IV no. 2 above and the risks presented in section IV no. 4 below, in providing the respective email addresses and checking the box «communication by email (email authorization)», the company authorizes the issuer to send information by email to the indicated email addresses and to execute orders in which any of these email addresses indicated above appears as sender starting at the signing of this power of attorney.

4. Risks of exchange of information via email

The email addresses of all persons who are authorized to send or receive emails at the issuer are structured as follows:
[mailbox name]@swisscard.ch or [last name.[x.]first name]@swisscard.ch.

The company is aware that the issuer only checks the email addresses of emails received. The company is also aware that the issuer only processes the received emails during normal office hours at the Horgen site.

The company acknowledges that urgent inquiries or orders should not be sent to the issuer by email. In such a case, the authorized representatives shall instead discuss the method to be selected with the issuer by telephone. The company further acknowledges that no account information consisting of cardholder data (card numbers, name of the customer, expiration date and service code) and authentication data (magnetic strip, CAV2/CVC2/CVV2/CID and PIN) is to be transmitted to the issuer via email.

The company is aware of the **following risks when exchanging information electronically:**

- The **information is transmitted without encryption over an open network that is publicly accessible and can, in principle, be viewed by third parties, thereby allowing conclusions to be drawn regarding existing or future card relationships or other business relationships (such as banking relationships).**
- **Information can be changed by third parties.**
- The **identity of the sender** (email address) **can be usurped or otherwise manipulated.**
- The **exchange of information can be delayed or interrupted due to transmission errors, technical faults, interruptions, malfunctions, illegal interventions, network overload, the malicious blocking of electronic access by third parties, or other shortcomings on the part of the network provider.**

The company is further aware that **data of employees can also be involved** in the electronic exchange of information. The company acknowledges that such an exchange of information is only possible with the prior consent of the employees concerned. **The company hereby warrants that, as of the time of the signing of this power of attorney, its employees were cognizant of the risks presented here and have granted their consent to the electronic exchange of information concerning data pertaining to them.**



V – PROVISIONS FOR ALL GRANTED POWERS OF ATTORNEY

1. Duties of care

The company is responsible for the careful handling of the Security Codes and the email addresses that are associated with a power of attorney. If there is reason to fear that third parties have obtained unauthorized knowledge of an email address or a Security Code and are misusing the system, the company must immediately inform the issuer of this. And the company shall immediately inform the issuer of the separation from employment of authorized representatives or revocation of a power of attorney contingent on any other reason and shall change the Security Code and the email address(es) associated with a power of attorney.

2. Indemnification and liability

The company is liable to the issuer for all acts or omissions of the authorized representatives. The company shall defend the issuer at its own expense and risk against claims by employees or third parties for violation of their rights in association with the executed or omitted transmission of data via email and shall hold the issuer fully harmless against all claims asserted in this connection.

To the extent legally permitted, all liability of the issuer arising from or in connection with this power of attorney is excluded. The company assumes responsibility for all consequences and losses that may result from the electronic exchange of information and particularly from any misuse of the email system.

3. Issuer's right not to execute orders

If the issuer doubts the authorization for an order placed using a Security Code or an email associated with a power of attorney, it is entitled, but not obligated, to refrain from executing it.

4. Revocation and change

The company shall immediately notify the authorized representative and the issuer, in writing, of the revocation of the power attorney of an authorized representative.

The issuer is entitled to process orders placed through the respective email address or from the respective authorized representatives up to 3 workdays after receipt of such notice.

If the company desires to otherwise change existing powers of attorney (e.g. changed email address) or grant new powers of attorney, it must submit a new, legally signed power of attorney form by mail. The power of attorney form submitted in this manner supersedes all power of attorney forms submitted earlier.

The company may communicate a new Security Code to the issuer at any time in writing.

The issuer may at any time indicate changes in these provisions (including changes in the email address of Swisscard) to the company through appropriate means (also via email). The issuer reserves the right to refrain from executing orders that are placed via email or in another manner by authorized representatives without justification.

5. Entire agreement

The terms and conditions for charge and credit cards of Swisscard AECS GmbH (GTC) also apply to the electronic exchange of information and are applicable unless otherwise regulated in this power of attorney.

This power of attorney supersedes all previous powers of attorney; the Security Code specified here supersedes all previously stipulated Security Codes. The issuer will therefore no longer execute any orders from formerly authorized persons unless they are listed above.

6. Place of jurisdiction

The exclusive place of jurisdiction shall be Horgen. The issuer also has the right to prosecute the company before any other competent court within or outside of Switzerland.

VI – TERMS OF USE FOR COMPANYONLINE

These terms of use («**Terms of Use**») govern the use of the Online Card Management Application CompanyOnline («**Website**»). They shall take precedence in the event of discrepancies with the terms for charge cards and credit cards of Swisscard AECS GmbH («**GTCB**»), and shall be regarded as a special agreement in addition to the Legal Notices and the Privacy Policy, which can be found at www.company-online.ch. The Terms of Use, the Legal Notices, and the Privacy Policy may be viewed each time the Website is used. By accessing the Website, the Client confirms his understanding and acceptance of the Terms of Use, the Legal Notices, and the Privacy Policy. These Terms of Use may be updated or changed at any time. Any change shall be publicized on the Website and/or brought to the Client's attention in another suitable form. The changes shall be regarded as approved in the absence of a written objection within one month from their announcement, and in any case with the next use of the Website. The Client warrants that he regularly reads the current version of the Terms of Use.

1. Restrictions

The Website may be used only by corporate clients («**Company**») whose employees («**Employees**») are holders of company cards issued by Swisscard AECS GmbH («**Issuer**»), and by the Employees themselves. In doing so, the Company shall be represented by one or more of its specified card administrators («**Administrator/s**») in all rights and duties associated with the use of the Website.

The Company, its Administrator/s, and each individual Employee (hereinafter jointly referred to as the «**Client**») acknowledge that the use of the Website from abroad may violate provisions of foreign law under certain circumstances. The Client further acknowledges that import and export restrictions may exist for the encryption algorithms, which he may violate under certain circumstances if he uses the Website outside of Switzerland. The Client is therefore responsible for keeping informed as to whether the use of the Website from abroad is legal, and must refrain from such use in case of doubt. The Issuer declines any liability in this respect.

The Issuer reserves the right to temporarily or permanently restrict or cease or block the operation of the Website at any time, in whole or in part, without prior announcement, either universally or for individual Clients.

2. Use of the Website

2.1 Registration

The Company shall be activated by the Issuer for use of the Website. Following activation of the Company, individual Employees shall be able to register independently. The Client acknowledges that this registration is performed without additional means of identification provided by the Issuer. The Employee registers himself with his company card data and date of birth («**Employee Key Data**»). He then creates a user ID and a password during registration, and enters his email address and his mobile telephone number in the Website.

2.2 Login

The Client logs in to the Website with his user ID, password, and an additional means of identification provided by the Issuer. The means of identification provided may be supplemented, changed, or replaced by the Issuer at any time. Use of the Website without agreement to these Terms of Use and to the Legal Notices and the Privacy Policy is not possible.

Anyone who logs in pursuant to these Terms of Use shall be regarded by the Issuer as authorized for use of the Website and/or for initiating the services contained therein.

2.3 Management of Company Card Accounts

The Website allows the online management of certain basic accounts and linked employee card accounts (jointly referred to as the «**Company Card Account/s**») provided by the Issuer. The administrative rights of the Company are comprehensive and relate to all Company Card Accounts.

The Employee can manage only his own employee card account, and acknowledges that the Company has access at any time to all information on the employee card account, including transaction data.

2.4 Electronic statements

The Website allows the Company (for the Company Card Accounts), and the individual Employee (for his employee card account) to decide to receive monthly statements/extracts («**Statement/s**») electronically rather than in hard copy. The Client will then be notified via email or in another suitable form as soon as a new statement is available. Electronic statements shall be regarded as delivered in any case when they are made available on the Website for the first time. The respective time limits, particularly the time limit for objections pursuant to section 2.5 below, shall begin as of this date. The Client shall be obligated in any case to access the Website and check the statements at regular intervals, although at least once per month. If he is unable to fulfill this obligation, he must promptly report this circumstance to the



Issuer. If the Client finds that he has not received any new statements for one month from the receipt of the last statement, even though charges have been incurred during this period or there is still an outstanding balance on the account, he must promptly notify the Issuer of this circumstance.

The Issuer shall have the right to send statements exclusively or even supplementally in hard copy, without stating any reasons, to the provided postal address.

2.5 Objections to statements

Any objections by the Client regarding statements must be submitted in writing as soon as the Client becomes aware of an issue, and within 30 days after the time the statement is accessed on the Website. If this period expires without objection, then the statements shall be presumed to be correct.

2.6 Retention and use of statements

Because statements are retained on the Website only for a limited time, the Client is advised to save statements on his own data media or to print out hard copies of the statements as soon as they are made available. There may be a charge for delivery of hard copies of previous statements.

The Client himself is responsible in accordance with any statutory regulations for the maintenance of records, appropriate retention, and the further use, including the integrity, of the accessed statements.

The Issuer cannot guarantee that the electronically provided statements will be recognized as evidence by domestic and foreign authorities. The Client is responsible for the use of such statements in communications with the authorities.

3. Confidentiality

The Client expressly agrees that the Issuer may communicate with him using electronic means, including the Internet, email, and SMS, within the context of use of the Website. He acknowledges that data transmitted through an open network such as the Internet or an email service are in principle publicly accessible. The Issuer cannot guarantee the confidentiality of messages or documents transmitted through such open networks. Third parties may access this information, and may consequently collect and use the data without the Client's consent. Under certain circumstances, third parties could therefore make conclusions regarding existing or future card relationships or other business relationships (such as banking relationships). Even if the sender and recipient are located in the same country, data transmission within such networks frequently also occurs through third countries, i.e. including countries do that do not offer the same level of data protection as does the Client's country of domicile. The Client's data could be lost during transmission or could be intercepted by unauthorized third parties.

4. Security notices and duties of care

4.1 Access to the Website

The Client acknowledges that during the initial registration of individual Employees pursuant to the foregoing section 2.1, there is a risk that an unauthorized third party who has gained access to the Employee Key Data will obtain access to the corresponding employee card account. The Company must verify the registration of Employees at regular intervals, and must promptly report to the Issuer any unauthorized registration, even if only suspected.

The Client must keep his user ID and password, as well as additional means of identification provided or accepted by the Issuer («Login Data») secret, must refrain from recording them on his computer or elsewhere, even in modified form, and must take all measures necessary to prevent unauthorized use of the Login Data. He may not disclose the Login Data to or make them accessible by third parties or store them in any other manner that allows third parties to gain knowledge thereof. The Client shall be responsible for the security of the information on his computer. It is important that the Client work only with software from a trusted source. The Client shall ensure that his computer does not remain unsupervised when it is turned on, and shall ensure that no unauthorized third parties are in a position to read information being displayed on the screen. The Client must implement appropriate security measures to minimize the risk of unauthorized access to his computer. In particular, the operating system and browser must be kept up to date at all times. The Client must also undertake all security precautions as customary and in accordance with the current state of the art for the use of public electronic networks, particularly the use of continuously updated antivirus programs and the installation of a firewall. Should the Client fear that third parties have obtained unauthorized knowledge of the Login Data, he must promptly report this to the Issuer. The Client shall bear all consequences resulting from the disclosure or use, including misuse, of his Login Data or means of identification. The Issuer shall regard all actions that occur via the Website with the use of the Client's Login Data and means of identification as having been performed by the Client.

4.2 Use of the Website

The Client's terminal is part of the overall system, but is outside the control of the Issuer and may become a weak point in the system. Absolute security cannot be guaranteed. Despite all security measures, therefore, the Issuer cannot assume any responsibility for the terminal.

In particular, the Client acknowledges the following risks:

- Insufficient knowledge of the system and lack of security precautions on the terminal could facilitate unauthorized access (e.g. insufficient protection for data stored on the hard drive, file transfers, screen radiation, failure to log out after using the Website, deletion of Login Data and means of identification from data storage devices).
- It is impossible to preclude the creation of a traffic profile of the Client by the network operator (e.g. Internet, SMS provider), i.e. it is possible for the network operator to trace with whom the Client is in contact and when.
- There is a risk that a third party could gain undetected access to the terminal during the use of the Website.
- There is a risk that viruses and other malware could be transmitted to the terminal when using a network (e.g. the Internet).

If security risks are ascertained, the Issuer reserves the right to interrupt the use of the Website at any time for the Client's protection until such risks are resolved. The Issuer assumes no liability for any damages incurred as the result of such an interruption.

5. Exclusion of warranty and liability

The Issuer cannot guarantee either uninterrupted access at any time or uninterrupted access to the Website. The Issuer does not facilitate technical access to the Website. This is the Client's sole responsibility. In particular, the Client acknowledges that the Issuer does not distribute the special security software required for the use of its Website. The Issuer therefore assumes no responsibility for either network operators (e.g. Internet Service Providers) or the required security software. The Issuer assumes no responsibility for the accuracy, precision, reliability, completeness, confidentiality, and transfer time of all electronically transmitted data.

To the extent permitted by law, the Issuer precludes all liability for any damages incurred from the use of the Website. This also includes in particular damages incurred by the Client as a result of transmission errors, technical defects, overload, disruptions (including system-related maintenance work), malfunctions, or illegal interventions and willful blocking of telecommunication equipment and networks, or other inadequacies on the part of the telecommunications equipment and network operators.

6. Changes to the Terms of Use

These Terms of Use may be updated or changed at any time. Any change shall be publicized on the Website and/or brought to the Client's attention in another suitable form. The changes shall be regarded as approved in the absence of a written objection within one month from their announcement, and in any case with the next use of the Website. The Client warrants that he regularly reads the current version of the Terms of Use.

7. Termination

The Company may terminate its use of the Website at any time by telephone or in writing by post. The right of use shall also be automatically canceled when the company card relationship is effectively terminated.

8. Statutory regulations

These Terms of Use shall remain subject to any statutory provisions that govern the operation and use of the telecommunications equipment and networks, and such provisions shall also apply for the use of the Website as soon as they come into effect.

9. Fees

The Website is currently available for use by the Client at no charge. The Issuer reserves the right to introduce fees at any time for the use of the Website or for access to specific services, or to change existing fees at any time.

