

Please complete in full either electronically or in block letters.

1 – Product selection

Yes, we would like to open the following basic account (please tick the appropriate box; a separate basic account application is required for each product):



Y90850FA82

American Express® Business



Y90850FB80

American Express® Gold Business

2 – Details of the applying company

Legally binding company name (in accordance with commercial register extract, if registered)

Domicile address (street/no.)

ZIP code Town

Country

Phone

Sector

Legal form of the company

Date of foundation (D, D, M, M, Y, Y, Y, Y) Share capital/capital stock CHF

No. of employees Language for correspondence: G F I E

Entry in commercial register:

- Yes, since (D, D, M, M, Y, Y, Y, Y); imperatively enclose copy of commercial register extract (no older than 6 months)
- No: enclose copy of articles of incorporation or equivalent documents

Please also enclose the annual reports for the last 2 years.

3 – Information regarding the requested account

Expected spending per month in CHF under this basic account:

Anticipated number of cards:

Invoicing/method of payment:

- Collective statement (invoice paid by company)
- Individual statement (invoice paid by employee)

Postal address for collective statement/extract (if different to the company address in paragraph 2):

Street/no.
ZIP code Town

Country



3 – Information regarding the requested account – continued

Billing date approx.:

- beginning of month
- middle of month
- end of month

Payment by payment slip/online bank transfer. For DD (not possible with a postal account or an account in euro) please submit the completed DD form (can be found at www.company-cards.ch) **to your bank**. The payment type remains unchanged until the required documents are received.

Cards:

Embossed line with company name desired: Yes No

The company name should appear on the card as follows (max. 21 characters including spaces; no accents/umlauts):

New cards (and PIN code) directly to:

- Cardholder's business address
- Cardholder's home address
- Company, postal address (if different to the company address in paragraph 2):

Street/no.
ZIP code Town

Country

4 – Swiss bank/post office details of applying company

Name of bank/post office

IBAN (without spaces)

By signing this basic account application on behalf of the applying company we confirm that the Swiss bank account declared here is active and held at the listed bank in the name of the applying company.

5 – Clarification of commercial activity

Tick where appropriate:

The applying company runs a commercial or manufacturing business or any other form of commercial operation (operational business).

The applying company is a sole proprietorship.
→ continue to paragraph 7 – Identification of the beneficial owner

Other (legal entities and business partnerships)
→ continue to paragraph 6 – Identification of the controller

The applying company is NOT an operational legal entity or business partnership.

Please answer the following questions:

- a) Do you have your own office i.e. no c/o address, your registered office is not at a lawyer's office/trust company/bank? Yes No
- b) Do you employ your own staff? Yes No

→ continue to paragraph 8 – Additional services

6 – Identification of the controller



- The applying company is listed on the stock exchange itself or is a direct or indirect majority shareholding of a listed company.

→ continue to paragraph 8 – Additional services

- The applying company declares that the natural person(s) listed below is/are considered to be the controller:

(The controller is the natural person(s), who ultimately controls/control the applying company either directly or indirectly by themselves or in concert with third parties by owning at least 25% of capital or voting rights or controlling it in another way. If the applying company is exclusively controlled by one or several other non-listed legal entities, the natural person(s) who controls/control this/these other legal entity/entities in the aforementioned sense must be specified. The same applies if this/these legal entity/entities is/are in turn controlled by one or more other non-listed legal entity/entities and so on. If such a natural person cannot be identified, the identity of the most senior member of the applying company's governing body must be specified.)

Controller 1

Ms. Mr.

First name

Last name

| D | D | M | M | Y | Y | Y | Y |

Date of birth

Nationality

Address of residence (street/no.)

ZIP code

Town

Country

Controller 2

Ms. Mr.

First name

Last name

| D | D | M | M | Y | Y | Y | Y |

Date of birth

Nationality

Address of residence (street/no.)

ZIP code

Town

Country

Controller 3

Ms. Mr.

First name

Last name

| D | D | M | M | Y | Y | Y | Y |

Date of birth

Nationality

Address of residence (street/no.)

ZIP code

Town

Country

6 – Identification of the controller – continued

Controller 4

Ms. Mr.

First name

Last name

| D | D | M | M | Y | Y | Y | Y |

Date of birth

Nationality

Address of residence (street/no.)

ZIP code

Town

Country

- A third party is the beneficial owner of the funds to pay the card statement and/or any other payments to the card issuer. The applying company holds these assets in trust.

The applying company undertakes to notify the card issuer of any changes that might occur. It is a punishable offense to intentionally enter wrong information into this paragraph (art. 251 of the Swiss penal code, adulteration of documents; penalty: prison sentence of up to five years or a fine).

→ continue to paragraph 8 – Additional services

7 – Identification of the beneficial owner

The applying company declares that the money used to settle the card statement and/or that is collected by the card issuer in another way belongs to the following natural person:

Ms. Mr.

First name

Last name

| D | D | M | M | Y | Y | Y | Y |

Date of birth

Nationality

Address of residence (street/no.)

ZIP code

Town

Country

If several natural persons are the beneficial owners, please use the «Identification of the beneficial owner» form on www.company-cards.ch

The applying company undertakes to notify the card issuer of any changes that might occur. It is a punishable offense to intentionally enter wrong information into this paragraph (art. 251 of the Swiss penal code, adulteration of documents; penalty: prison sentence of up to five years or a fine).

8 – Additional services

We would like the following additional services:

- Yes**, the applying company would like to take part in the Membership Rewards® Classic program. **Annual fee CHF 50 excl. VAT** (included with American Express Gold Business Card). One Membership Rewards® point is credited for every Swiss franc spent. No points are credited for the following charges: cash withdrawals of any kind, charges for financial services (including any interest, charges and compensation claims).
- Cash withdrawal possible (Cash on Card)



9 – Table of fees

American Express	Business Card	Gold Business Card
Annual fee 1 st card in the 1 st year	free	
Annual fee 1 st card from the 2 nd year*	CHF 140	CHF 300
Annual fee for each additional card in the 1 st year	free	
Annual fee for each additional card from the 2 nd year*	CHF 75	CHF 150
Replacement card (in the case of loss, theft or willful damage)	free	
ATM cash withdrawals in Switzerland, abroad and at bank counters	4%, min. CHF 5	
Annual interest	15%	
Payment reminder fee	CHF 20	
Handling fee for foreign currency transactions	2.5%	
PostFinance fee for payment at a counter (price from the post office charged for cash payments at a post office counter)	according to current postal charges	
InsurancePlus insurance package	–	free
Membership Rewards [®] Classic program	CHF 50 (excl. VAT)	free

* This shall be without prejudice to any other annual fees agreed with the issuer under special promotions.

10 – Declaration of the applying company

On behalf of the applying company (hereinafter: «Company») we hereby confirm the accuracy of the above information and authorize Swisscard AECS GmbH as issuer of the card(s) (hereinafter: «Issuer») to verify this information at any time, including with third parties. The Company acknowledges that the Issuer reserves the right to reject this application without stating its reasons. If the card includes insurance benefits, the applying employee or the Company hereby join the collective insurance contracts purchased by the Issuer. The complete insurance terms and conditions, the information for persons insured under collective insurance, and the terms and conditions of any additional associated services (including loyalty programs) can be consulted at www.swisscard.ch or can be requested from the Issuer. The insurance terms and conditions and the terms and conditions of any additional associated services shall be accepted no later than the first use of the card. The Company authorizes the insurer, Issuer and third parties involved, in Switzerland and abroad, to exchange the data necessary for the processing of the insurance. The Company undertakes to provide its employees with the best possible support when making claims for payment against insurance companies. **The Company, regardless of the internal legal relationship with the Employee, is jointly and severally liable for all obligations of the Employee arising from use of the card.**

The Company authorizes both the Issuer and Credit Suisse AG (including other companies belonging to the Credit Suisse Group domiciled in Switzerland, hereinafter «Credit Suisse») to exchange information relating to the Company for the following processing purposes, insofar as necessary: Compliance with supervisory provisions and conditions, with provisions and conditions to combat money laundering and terrorism financing, including the clarification of related legal and reputation risks within the meaning of the AMLO-FINMA, national or international sanctions, or other legal or regulatory provisions and conditions or internal compliance regulations.

The Company releases both the Issuer from confidentiality obligations to the extent described above and Credit Suisse from banking secrecy and other confidentiality obligations to the extent described above. This authorization does not lapse upon liquidation or bankruptcy of the Company.

The card relationship or contractual relationship relating to cashless instruments of payment may be brokered by a bank or other third parties (hereinafter: «Sales Partner») for the Issuer. In the context of this brokering and the brokered contractual relationship, the Sales Partner merely performs tasks on behalf of the Issuer, including where this involves direct contact with the Company and where the Company is provided with support or advisory services. The Company acknowledges that the Sales Partner acts exclusively and at all times for and on behalf of the Issuer and not on behalf of the Company (Exception: tasks which the Sales Partner carries out additionally, on behalf of the Company, on the basis of an express authorization issued by the Company) and that the Issuer pays or may pay a brokering and trailer fee to the Sales Partner in respect of these services.

11 – Signatures

By signing this basic account application, the applying company further acknowledges **that it has read, understood and accepted the Terms and Conditions for Charge Cards and Credit Cards of Swisscard AECS GmbH as set forth in paragraph 13 of this basic account application, in particular §§ 3–4, §§ 6–8, §§ 11–13 and §§ 16–19.**

1st legally binding signature, as specified in the commercial register, articles of incorporation or equivalent documents or in the attached power of attorney form


| D, D, M, M, Y, Y, Y, Y, Y, Y
 Place Date
 Ms. Mr.

 First name

 Last name
 |
 Date of birth Nationality

 Address of residence (street/no.)
 |
 ZIP code Town

 Country

 Signature 

Enclose a certified copy (front and back) of your official identification document (passport, ID, Swiss driver's license).

2nd legally binding signature, as specified in the commercial register, articles of incorporation or equivalent documents or in the attached power of attorney form


| D, D, M, M, Y, Y, Y, Y, Y, Y
 Place Date
 Ms. Mr.

 First name

 Last name
 |
 Date of birth Nationality

 Address of residence (street/no.)
 |
 ZIP code Town

 Country

 Signature 

Enclose a certified copy (front and back) of your official identification document (passport, ID, Swiss driver's license).



12 – Have you thought of everything?

- Have you enclosed a copy of the current commercial register extract (no older than 6 months) or the articles of incorporation or equivalent documents as well as the annual reports for the last 2 years?
- Have you completed the information in paragraph «5 – Clarification of commercial activity»?
- If required: Have you completed the information in paragraph «6 – Identification of the controller»?
- If required: Have you completed the information in paragraph «7 – Identification of the beneficial owner»?
- Have the company's authorized signatories checked and signed the basic account application?
- Have you enclosed the required good quality certified copies (front and back) of the identification documents?
- Have you completed, signed and enclosed the attached power of attorney form?



Sign and send with the required copies of the identification documents (see paragraph 11) to:

Swisscard AECS GmbH, JSON4, P.O. Box 227, CH-8810 Horgen

Please note: The photo, signature, place and date of issue must be recognizable/legible on the copies of the identification documents.



I. General Provisions

These General Terms and Conditions (GTC) apply to cards issued by **Swisscard AECS GmbH** (hereinafter referred to as the «Issuer»):

- a) charge cards (without fixed spending limits);
- b) credit cards (with fixed spending limits);
- c) other means of identification approved for the processing of cashless payments that enable the Client to purchase, with or without fixed spending limits, goods and services without cash at points of acceptance;

wherein a), b), and c) shall all be hereinafter referred to as «card(s).»

Section II («Supplementary Provisions for Credit Cards, Not Charge Cards») and section III («Supplementary Provisions for Company Cards») of these General Terms and Conditions shall apply to credit cards and/or company cards in addition to the general provisions in section I.

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. Principal Cards and Additional Cards

The principal cardholder may request additional cards for third parties on his own responsibility and for his own account, provided that the Issuer offers this option. Additional cardholders may use their cards for the account of the principal cardholder, but they are entitled to receive information on the principal card and transactions made using the principal card only if the principal cardholder has filed a special power of attorney with the Issuer. The holders of principal cards and additional cards shall be hereinafter referred to as «Clients».

2. Issue of Cards and Acknowledgement of the General Terms and Conditions

- 2.1 Once the Issuer has approved the card application, the Client shall receive a personal, non-transferable card made out in his name. Card applications may be rejected without any reasons being given.
- 2.2 At the latest when signing and/or using the card, the Client confirms he has read, understood, and accepted these General Terms and Conditions, and has also accepted the fees (see section 4) applicable when the card is used.
- 2.3 Each card issued shall remain the property of the Issuer.

3. Card Use and Approval

- 3.1 The card entitles the Client to purchase goods and services at points of acceptance and to withdraw cash at specific cash dispensing points (e.g. bank counters and ATM machines). The Issuer may adjust or restrict the possible uses of the card at any time (e.g. restriction in terms of amount or to certain points of acceptance, countries, or currencies).
- 3.2 Card transactions shall be deemed approved in the following cases:
 - a) when the Client signs the transaction receipt; or
 - b) when the Client or a third party uses the personal identification number (PIN), or when the PIN is used in any other way for approval purposes; or**
 - c) without the Client or a third party using the card or the PIN, when only the name, card number, expiration date, and verification number (CVC/CVV) are stated, or when other means of identification are used (e.g. for remote transactions such as purchases by telephone, correspondence, and Internet); or
 - d) when the Client or a third party uses the card without a signature or PIN and/or other means of identification (e.g. at automated points of payment in car parks or on the motorway);
 - e) when the Client uses other means of identification approved by the Issuer for cashless payments (e.g. contactless payment using Near Field Communication technology).
- 3.3 The Client (also the principal cardholder in the case of additional cards) acknowledges all transactions authorized pursuant to section 3.2, as well as all ensuing claims, and irrevocably instructs the Issuer to pay the sums in question to the points of acceptance. This approval confers the right, although not the obligation, of the Issuer to authorize transactions.

- 3.4 The Client agrees to use his card only within the limits of his financial circumstances. In particular, the Client must cease using the card as soon as it becomes clear that he is unable to meet his financial obligations or if he becomes insolvent.
- 3.5 The use of the card for illicit purposes is prohibited.

4. Fees (including Commissions, Interest, and Costs)

- 4.1 The use of the card and the contractual relationship may be associated with fees (e.g. annual fee, second notice fee), commissions (e.g. commission on cash withdrawals at ATMs), interest, and (third-party) costs (e.g. handling fees for transactions in foreign currencies), (hereinafter collectively referred to 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 card applications and/or in another appropriate manner, and details may be obtained at any time from the Issuer's customer assistance or at www.swisscard.ch
- 4.2 For transactions in currencies other than the card currency, the Client accepts the foreign currency rates applied and/or the conversion rates set by the card organizations.
- 4.3 The agreed interest is charged on all debits (except accrued interest) as of the respective statement date. Should the statement amount be paid in full within the specified time limit, i.e. at the latest on the date specified on the monthly statement, then interest on new amounts debited during that same statement period shall be waived. Should the statement amount not be paid in full or be paid only partially within the specified time limit, interest shall be charged on all debits (except accrued interest) until receipt of a partial payment, and thereafter on the outstanding balance remaining due until payment thereof. Receipt of payment by the Issuer is determinative.**

5. Invoicing and Payment Terms

- 5.1 The Client will receive a monthly statement, either as hard copy or in electronic form, showing the balance due as well as the transactions processed in the statement period just ended. The indication of the balance on the monthly statement does not result in an objective novation of the debt. Unless otherwise agreed, the entire statement amount must be received by the Issuer no later than on the payment date indicated on the monthly statement. The Issuer reserves the right not to send a statement if no transactions occurred in the billing month or if the balance is zero.
- 5.2 The outstanding statement amount must be settled using a payment method accepted by the Issuer.
- 5.3 If cards can be used to withdraw cash from ATMs with direct debit, such withdrawals and any associated fees will generally be debited directly to the bank account indicated by the Client, and will appear only on the monthly statement from the Client's bank rather than on the monthly statements from the Issuer. The Issuer may decide at its discretion to make this function available and/or to restrict it (e.g. to certain countries, points of acceptance, currencies).

6. Payment Obligations

- 6.1 The Client undertakes to pay all outstanding amounts resulting from card transactions pursuant to section 3.2, the Fees pursuant to section 4, and any further expenses arising for the Issuer, such as those for recovering outstanding amounts due. The Client shall be held liable without reservation for all obligations resulting from use of the card and/or the contractual relationship.
- 6.2 The principal cardholder is jointly and severally liable with the additional cardholder for all obligations resulting from use of the additional card(s), and undertakes to pay all such debts.**

7. Obligation to Cooperate and Exercise Due Care

The Client

- a) must sign the card immediately upon receipt with indelible ink in the space provided;
- b) must store the card, PIN, passwords, and other means of identification using the same care as with cash and separately from one

another. The card may not be lent, transferred, or in any other way made available to third parties. The PIN, password, and other means of identification must be kept secret, protected during input, and no note of them may be made on the card or elsewhere, even in an altered form. Immediately upon receipt of the card, the Client is advised to change the PIN at a suitably equipped ATM. A PIN must not consist of easily ascertainable combinations (e.g. telephone numbers, dates of birth, car registration numbers);

- c) must always know where his card is located, and must regularly confirm that it is still in his possession;
- d) undertakes to use the secure payment methods supported by the Issuer (e.g. Verified by Visa, MasterCard SecureCode, American Express SafeKey);
- e) undertakes to use the card for cash withdrawals with direct debit (see section 5.3) only insofar as the necessary funds are available in the specified bank account;
- f) must check the transaction amounts and receipts presented to him before approving a transaction (see section 3.2) and must promptly resolve any discrepancies with the seller;
- g) 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 eight (8) weeks thereafter;
- h) must check the monthly statements upon receipt using the transaction receipts he has kept, and must inform the Issuer of any discrepancies (particularly debits resulting from unauthorized use of the card) by telephone immediately and in writing at the latest within thirty (30) days of the statement date (date of postmark). Otherwise, the invoices shall be presumed to be correct.** If the Client is requested to submit a claims/disputed transaction form, he must complete and sign this form 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 which fails for any other reason, shall not release the Client from the obligation to check the monthly statement and file any objections;
- i) must notify the Issuer immediately, in writing or in another manner accepted by the Issuer, regarding any changes to the information provided in the card application, particularly changes of name, address, mobile telephone number, and accounts, as well as any changes in beneficial owner (Form A) or earning capacity. Communications sent by the Issuer to the last known delivery address are deemed duly delivered;
- j) must notify the Issuer immediately if he does not receive a new Card at least fourteen (14) days before his existing card expires;
- k) must immediately (regardless of any time difference) notify the Issuer for the purpose of blocking the card in the event of an actual or even suspected loss, theft, or unauthorized use of the card and/or the PIN, passwords, or other 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;
- l) must immediately render any expired, replaced, invalid, blocked, cancelled, recalled, or falsified/forged card unusable and return it to the Issuer. The use of such a card is prohibited and may result in criminal prosecution;
- m) must, in the event that the card is blocked or cancelled, notify all points of acceptance where the card has been used as a means of payment for recurring services (e.g. newspaper subscriptions, memberships, online services) regarding the blocking/cancellation of the card.

8. Responsibility and Liability

- 8.1 Provided the Client complies fully with all of these General Terms and Conditions, in particular the obligations to cooperate and exercise due care, and provided he is not otherwise at fault, and subject to the provisions of section 8.2, the Issuer shall assume the charges resulting from proven unauthorized use of the card by third parties. 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 the provisions of section 8.1, the Client shall in all cases be responsible for:

- 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 General Terms and Conditions;
- c) damages incurred because the Client cannot use the card as a means of payment, e.g. when the card is rejected by points of acceptance, when a transaction cannot be executed due to a block on the card, a change of limit, or for technical or other reasons, when the card is rejected by an ATM or another device or is damaged or rendered unusable by such a device, as well as any damages occasioned by the blocking, cancellation, or recall of the card;
- d) damages in connection with secondary or additional card benefits (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 the card, PIN, and/or other means of identification to the Client, his auxiliaries, 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 card, PIN, or other 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 problems, disruptions, malfunctions, illegal tampering or other inadequacies, provided they are not the fault of the Issuer;
- h) damages resulting from misuse of the card by people close to the Client or by people or companies connected with the Client (e.g. spouse, authorized agent(s), household members, additional cardholders).
- i) damages that are covered by insurance.

- 8.3 If the Issuer does not absorb the damages, the Client shall be liable for all card transactions (including any Fees pursuant to section 4).

- 8.4 The Issuer declines all responsibility for the transactions executed using the card. In particular, any discrepancies, differences of opinion or disputes concerning goods or services and associated claims (e.g. related to defects, late or failed delivery) must be settled by the Client directly and exclusively with the point(s) of acceptance in question. The Client must nevertheless pay the monthly statements on time. When returning goods, the Client must ask the point of acceptance and/or the provider concerned for a credit confirmation and, in the case of cancellation, written confirmation of cancellation. Notices of cancellation for recurring services paid with the card (e.g. memberships, subscriptions, online services) must be submitted to the point of acceptance and/or the provider in question.

9. Credit Balances

- 9.1 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 refund in any alternative manner.
- 9.2 Subject to other agreements, credit balances of the Client on the card account shall not accrue interest.

10. Card Renewal, Termination, and Blocking

- 10.1 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. Cancellation of the principal card automatically results in cancellation of any additional cards. Additional cards may be cancelled by the additional cardholder as well as by the principal cardholder. In any event, the card shall expire on the date embossed upon it.
- 10.2 Upon termination of the contract, all outstanding statement amounts and other claims of the parties shall immediately become due for payment. There shall be no entitlement to full or partial reimbursement of Fees, particularly the annual fee (see Ziff. 4). The Issuer is entitled to stop crediting benefits from loyalty programs. The Client must also

settle any debits occurring after termination of the contract in accordance with these General Terms and Conditions. In particular, the Client shall be liable for all charges from recurring services (see section 8.4).

- 10.3 If the client does not wish to receive a new card, or if he wishes to waive the renewal of additional cards, then he must notify the Issuer of this fact in writing at least two months prior to expiration of the card.
- 10.4 The Client and the Issuer may block cards at any time and without stating any reasons. The principal cardholder may have both the principal and additional cards blocked, while the additional cardholder may request only the blocking of the additional card.

11. Acquisition, Processing, and Disclosure of Data; Involvement of Third Parties

- 11.1 For purposes of verifying the card application and managing the contractual relationship, the Issuer is entitled to obtain **information (e.g. regarding address, creditworthiness) from public agencies, the applicant's employer, the applicant's bank or post office, credit agencies and the Central Office for Credit Information (ZEK) or any agencies 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 card is used, the Issuer receives transaction data (e.g. information about the point of acceptance, card number, expiration date, transaction amount and date, and the name of the Client as required for the transaction). This information is more detailed for certain transactions such as fuel purchases, airline ticket purchases, hotel bills and invoices for motor vehicle rentals. The Client agrees that data may be routed through the card Issuer's worldwide credit card network, even for transactions in Switzerland.

- 11.3 The Issuer may report cases of card blocking, serious payment arrears, or misuse of the card 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 enter into or execute a contract with the Client** (e.g. in connection with a loan or lease 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 card, and the cumulative amounts of the expenditures to the corresponding bank.

- 11.4 If the card bears the name or logo of third parties, or if it offers loyalty programs, insurance coverage, or other third-party benefits, the Client authorizes the Issuer to exchange data with such third parties (including their participating partners) both in Switzerland and abroad, insofar as this exchange is necessary to process the card application, operate the loyalty programs, manage an insurance relationship, or provide other benefits associated with the card, and authorizes these third parties to provide corresponding information to the Issuer.**

- 11.5 The Issuer processes information about the Client in order to manage the contractual relationship and the ancillary or additional benefits associated with the card (e.g. insurance benefits, loyalty programs), for risk management, and for security purposes (e.g. for combating fraud). The Issuer and other points of acceptance are authorized to store data related to the card or loyalty programs on the card (e.g. on the magnetic strip, chip).

- 11.6 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 card relationship, use of the card, 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 11.6.

- 11.7 For sections 11.5 and 11.6 above, the Issuer may in particular process information about the Client, his card(s), and details of the card transactions and any secondary or additional benefits (e.g. loyalty programs), and may create and analyze client, consumer, and transaction profiles («client profiles»).**

- 11.8 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, communications with the Client, management of loyalty programs), to create client profiles, for testing purposes, and for the sending of offers and information pursuant to section 11.6. The Client authorizes the Issuer to forward to such third parties, including those in countries worldwide, the data necessary for thoroughly and accurately performing the assigned tasks. 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.

- 11.9 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.**

- 11.10 The Client acknowledges that a proceeding in accordance with section 11.1–11.9 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.

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

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

12. Communication and Customer Assistance

- 12.1 The Client and the Issuer may utilize electronic means of communication (e.g. e-mail, 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 or payment type, cancellations, or card 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, notices of exceeded limits, 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 assistance at the number and address indicated on the monthly statement for all issues related to a card and/or the contractual relationship with the Issuer (specifically also for card blocking).

13. Other Provisions (including Governing Law and Jurisdiction)

- 13.1 The contractual relationship under these General Terms and Conditions shall be governed by Swiss law, excluding conflict-of-laws provisions and international treaties.

- 13.2 If the Client is a consumer and resides in Switzerland, the courts in his place of residence shall have jurisdiction for all disputes arising from this contractual relationship. The Client may also file suit in the domicile of the Issuer, however. For all other Clients, the place of performance and debt enforcement and the exclusive venue shall be Horgen. Nevertheless, the Issuer may also assert its rights before any other competent authority and before any other competent court. The foregoing shall be subject to the binding provisions of Swiss law.

13.3 These General Terms and Conditions replace all previous General Terms and Conditions between the Issuer and the Client involving cards. The Issuer reserves the right to amend these General Terms and Conditions (including the Fees pursuant to section 4) as well as the possible uses of the card (including card-related services) at any time. Changes shall be brought to the attention of the Client in an appropriate manner, and shall be deemed accepted if the card 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 General Terms and Conditions (including any amendments) shall also govern future card relationships (e.g. upgrades).

13.4 The additional cardholder authorizes the principal cardholder to make and accept all declarations concerning the additional card with effect for the additional cardholder as well.

II. Supplementary Provisions for Credit Cards, Not Charge Cards

14. Fixed Spending Limits

The spending limits set by the Issuer are a combined limit for the principal card and additional card(s) together. The Issuer may set a spending limit (global limit) for several cards issued as a package (bundle). The Issuer may change spending limits at any time without stating any reasons. Outstanding credit card balances reduce the established spending limits accordingly. The Client may use the card only within the established spending limit. The Issuer may request immediate payment of the amounts owed if spending limits are exceeded.

15. Installment Facility (Credit Agreement)

For credit cards, the Issuer may grant the option to make payment in installments.

III. Supplementary Provisions for Company Cards

16. General Provisions

16.1 Companies may apply for company cards for their employees on their own responsibility. Such cards shall be issued in the name of the employee and, if requested by the company, in the name of the company. If the Issuer accepts a company card application, all rights and obligations of the Client pursuant to sections I and II shall also apply for the employee (hereinafter «employee») and the company, so long as this is relevant in the company card relationship and not otherwise stipulated in this section III.

16.2 The employee agrees to use the company card only within the scope of the authorization issued by the company and these General Terms and Conditions. Internal instructions by the company cannot be held against the Issuer.

16.3 Rather than sending company cards and PINs directly to the employee, the Issuer may send them to the company at the company's risk. The company undertakes to forward these to the employee in a timely manner. The company is fully responsible for any damages incurred as the result of the forwarding of a card, PIN, and/or other means of identification.

16.4 For credit cards, the Issuer may establish one or more global limits per company.

16.5 If so requested by the company, monthly statements may be sent to the company as a collective statement. In such a case, instead of an individual statement, each employee will receive an excerpt showing the transactions he has made.

16.6 Credit balances are not permitted on the card account when collective statements are used. The Issuer is authorized to transfer the existing card credit balances at any time, in full and without prior notice, to the bank account specified by the company. If the Issuer does not have valid bank information, it can send this credit balance in the form of a check to the last known delivery address of the company, with the effect of discharging its corresponding obligation. The Issuer is authorized to debit to the company all expenses connected with the issuance and encashment of the check.

16.7 The company shall notify the Issuer immediately in writing, or in another manner accepted by the Issuer, regarding all changes affecting the company card, particularly when employees leave the company. The company shall ensure that the company cards of departing employ-

ees are blocked, collected, and rendered unusable no later than on the employee's last day of work.

16.8 The Issuer may also notify only the company regarding information on fees as well as other conditions and changes to conditions affecting the card. The company is responsible for passing on the appropriate information to its employees. The employee authorizes the company to make and accept all declarations concerning the company card with effect for him as well.

17. Acknowledgment of Claims and Liability Arrangement

The company acknowledges all transactions approved by the employee, the fees charged, and other expenses, as well as the resulting claims by the Issuer. **Regardless of its internal legal relationship with the employee, and also in the case of individual billing by the Issuer to the employee, the company shall be jointly and severally liable for all claims of the Issuer.**

In contrast to the company, the employee shall not be liable for transactions that he has demonstrably undertaken within the scope of his activity for the company and for which he has not been reimbursed by the company.

18. Data Protection

18.1 The employee authorizes the Issuer and the company to exchange between themselves all information concerning him (including information on individual transactions), insofar as this is necessary for application verification or management of the card relationship (including payment collection), as well as for management reporting to the company. The employee agrees that this information may also be exchanged between the company and the Issuer electronically (e.g. via e-mail).

18.2 The company may utilize third-party services involving management information systems (MIS) in Switzerland and abroad in connection with the card. The company and the employee acknowledge that data transmitted abroad may not be protected, or may not be protected as under Swiss law. In connection with the provision of MIS services, the company and the employee authorize the Issuer to also transmit the data necessary for this purpose (e.g. transaction data) electronically to the third parties charged with performing the MIS services.

19. Other Provisions

These General Terms and Conditions may be subject to separate, written agreements between the company (including group companies) and/or employees and the Issuer.

Version 07/2015

POWER OF ATTORNEY FORM FOR BUSINESS CLIENTS (incl. CompanyOnline)

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 basic account/card relationship requested in this application (hereinafter referred to as *card relationship*) as well as to company cards (hereinafter referred to as *company cards*) that are issued by Swisscard AECS GmbH (hereinafter referred to as *issuer*) under this basic account to the company's employees (hereinafter referred to as *employees*).

This power of attorney pertains to any future basic accounts of the company that are set up under the requested basic account 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)

- 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)

- 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)

- 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).

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

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, JSON4, P.O. Box 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.

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 undisrupted 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.

