



## CORNÈR BANK LTD. (BONUSCARD) TERMS AND CONDITIONS RELATING TO THE QR PAYMENT SERVICE (hereafter also "Terms and Conditions")

Please read the following Terms and Conditions carefully before you access or use the QR payment service. By clicking on the "accept" button below and/or by using the QR payment service, you confirm that you have read, understood and fully accept the present Terms and Conditions, and you agree to be bound by them from this point on and to fully comply with their contents at all times – for all access and use, including that in the future – including any subsequent amendments.

Please note that gender neutral pronouns will be used in these Terms and Conditions.

### 1. Purpose of QR payment service and reference to other applicable provisions

#### 1.1 Purpose

Using the QR payment service (hereafter also "QR service" or "QR"), which is available on the MyOnlineServices App of Cornèr Bank Ltd. (Bonuscard) (hereafter the "Bank"), any payment cardholder who satisfies, among other things, the requirements set out in the present Terms and Conditions will have the option – subject to a specific QR service fee – to settle their QR-bill for goods and services issued either in Switzerland or in the Principality of Liechtenstein (hereafter also "invoices") by scanning the QR code for a given invoice and paying in the billing unit (hereinafter also referred to as "BU") of their chosen payment account. Use of the QR payment service shall incur the payment of a fee (hereafter "QR Fee").

#### 1.2 Reference to other applicable provisions

The present Terms and Conditions constitute and complete the other provisions applicable to the contractual relationship between the Bank and cardholders authorised to use QR service, in particular the Conditions of Use for Cornèr Bank Ltd's MyOnlineServices App, the Provisions/Conditions of Use for Electronic Features/Digital Services, the General Terms and Conditions for Cornèr Bank Ltd., BonusCard Branch (Zürich) and/or the General Terms and/or other (General) Terms and Conditions applicable to the individual contractual relationship and (ii) any subsequent amendments. In the event of any inconsistencies, the provisions of these Terms and Conditions shall prevail over those of the other provisions applicable to the contractual relationship.

### 2. Payment cardholders authorised to use the QR service; excluded card types

#### 2.1 Authorised cardholders

The QR payment service on the Bank's MyOS App is only available to residents of Switzerland who are personal credit cardholders (of both "principal" and "additional" cards) and/or personal Visa prepaid cardholders of BonusCard ard-issued cards (hereafter jointly referred to as "payment cards"), which do not fall under the excluded card types stated in section 2.2 below, whose billing units are either Swiss francs (CHF), and for which the cardholder has had to identify themselves and fill in a beneficial owner form (Form A), as required by the applicable legal and regulatory provisions (hereafter the "Authorised Cardholder"). As we will explain below, the Authorised Cardholder may also use QR as long as there is sufficient availability (credit card) or enough credit balance (prepaid card) in the selected BU in order to cover the payment, including the QR Fee.

#### 2.2 Excluded card types

In light of the foregoing, the QR service is not available for the following cards/card types (non-exhaustive list): payment cards brokered through intermediary partner companies, payment cards issued in a currency other than CHF, single-use prepaid payment cards ("disposable" cards), corporate credit cards and prepaid cards ("business" payment cards), which are not (any longer) valid etc.

Cardholders may ask the Bank (BonusCard) directly for any information on QR service availability in relation to a specific payment card type.

#### 2.3 Right of expansion/restriction

The Bank reserves the right to expand or restrict at any time the type of cards authorised for use, or to be used, by its pool of cardholders for invoice payments using the QR service.

### 3. Access to – and use of – the QR service; exclusions; availability/limitations

#### 3.1 MyOS App and identification

In order to access the QR payment service, Authorised Cardholders must, initially, among other things, install and access the MyOS App and identify themselves, as stipulated in the Conditions of Use for Cornèr Bank Ltd's MyOnlineServices App, particularly Article 9 thereof.

#### 3.2 Exclusion of third parties

Only Authorised Cardholders, who have been duly identified on the MyOS App, have the right to use the QR service in order to settle invoices. Use of the QR by third parties is not permitted.

#### 3.3 Warnings and exclusion of liability

The authorised cardholder acknowledges and accepts that:

- (i.) any payment made using the QR payment service – which presupposes, among other things, the Authorised Cardholder has been verified/identified in order to

access the MyOS App – will be deemed to have been authorised by the Authorised Cardholder and will therefore be attributable to them; the Authorised Cardholder also accepts, without limitation and irrevocably, the relevant fee as legally valid and binding (this also applies to the principal cardholder when it comes to payments made by an additional cardholder): the Bank shall decline all liability in the event of QR misuse by third parties;

- (ii.) accessing the MyOS App via the internet comes with its risks that are particularly associated with using public networks;
- (iii.) the Bank cannot guarantee that access to QR will be possible at all times, nor that it will be uninterrupted and/or without delays;
- (iv.) use of QR is at the Authorised Cardholder's own risk: the Bank is not liable in any way for use of QR (including by third parties and/or in the event of misuse through identification/authentication).

The Bank is excluded from all liability regarding all of the points mentioned above.

#### 3.4 The right to restrict, block, suspend etc. the QR service

The Bank reserves the right to either temporarily or permanently restrict, block, suspend, amend and/or discontinue provision of the QR service at any time and with immediate effect, including without issuing any prior notice, doing so at its own discretion and without the obligation to state its reasons for this. The Bank shall have this right in particular, but not only, if:

- there are reasonable indications that QR and/or the MyOS App have been used in an improper or unauthorised fashion; or
- technical updates and/or maintenance (periodic and/or occasional) are being performed; or
- the Authorised Cardholder fails to comply with their obligations, specifically those regarding due diligence, under these Terms and Conditions; or
- the Bank receives a request to do so from a judicial authority (civil, penal, administrative etc.); or
- the Bank has reason to believe that an Authorised Cardholder is in breach of any legal, regulatory etc. provision(s); or
- the Bank has reason to believe that an Authorised Cardholder is involved in illegal activities (money laundering, financing terrorism or any other criminal and/or unlawful activities).

The Bank shall not be liable for any direct, indirect or consequential loss or damage by Authorised Cardholders and/or third parties as a result of the Bank exercising the aforementioned powers. Therefore, neither Authorised Cardholders or third parties may submit any claims against the Bank.

### 4. Paying QR-bills with QR

#### 4.1 Preconditions for executing a payment order using QR

As a general rule, the Bank shall execute a payment order using QR, which with the order in question entered by scanning the QR code on the invoice in the MyOS App and which is duly authorised, on behalf of an Authorised Cardholder, provided that the following conditions (4.1.1 – 4.1.4) are met in full and without prejudice to any rights that the Bank may have under the present Terms and Conditions or under any other applicable provisions or agreements.

Should this not be the case, the payment will not be made or will even be postponed to a later date if the conditions are eventually met: it will be up to the Authorised Cardholder, if applicable, to resume the full payments procedure using QR.

#### 4.1.1 QR-bill requirements and payment order information

The QR-bill to be used for payment must contain all of the necessary information and have been fully and correctly issued in Switzerland or the Principality of Liechtenstein. The amount payable on the invoice in question may be then sent/transferred exclusively to a Swiss or Principality of Liechtenstein bank and/or postal account (the payee's IBAN which is displayed on the QR-bill must therefore begin with either "CH" or "LI").

By scanning the invoice, the following information should, as a minimum, be communicated to the Bank:

- the payee's IBAN or other payee account identifying reference;
- the payee's first and last name, or company name, and the payee's full address;
- the amount to be paid\* (in CHF).

\* If the relevant field on the invoice is empty and/or the amount is to be changed, the Authorised Cardholder must enter the amount that they intend to pay by typing it manually.

#### 4.1.2 Availability of funds in the BU to be debited

When the Authorised Cardholder confirms the instruction to execute the payment, in the BU of their payment card chosen for the debit payment, there must be freely available funds (credit balances in the case of prepaid cards or sufficient funds in relation to the specific spending limit for credit cards) that are at least equal to the amount of the invoice to be paid, including the QR fee.

If this is not the case, the invoice will not be paid nor will it remain outstanding until there are sufficient freely available funds in the relevant BU. It is therefore up to the Authorised Cardholder, if applicable, to execute the QR payments procedure once again: (a.) when there are sufficient freely available funds in the relevant BU in order to make the payment or, and if applicable, (b.) if they intend to make the payment in another BU that is attributable to one of their other payment cards, in which there are sufficient freely available funds to cover the amount.

In the event that the Bank does go ahead with a payment order for an amount that is over the Authorised Cardholder's freely available funds, the Authorised Cardholder will be under the obligation to immediately and fully settle the amount over the spending limit (credit cards), or to offset the negative balance (prepaid cards).

If a monthly usage operational limit has been set for an additional (credit) card, this will also be taken into account when the Bank assesses the availability of funds.

#### 4.1.3 Payment/debit currency

It is possible to pay invoices issued in CHF or EUR with QR by debiting only the BU in its corresponding currency (for example, an invoice issued in CHF can only be settled using a payment card with CHF as its BU).

#### 4.1.4 Right of disposal

There shall be no prohibitions or limitations regarding the right of disposal in relation to the BU to be debited, in particular, concerning legal provisions, internal regulations or rules of the Bank, or concerning orders from authorities, measures pertaining to national or international sanctions and the like, which are explained in more detail in section 4.7 of the Terms and Conditions, which notably exclude or limit the right to execute the invoice payment order.

#### 4.2 Entering, confirming and authorizing a payment

In order to enter an invoice payment into QR, the Authorised Cardholder must scan it on the MyOS App using their MyOS App-compatible mobile device (e.g. their smartphone). Only the field referring to the amount payable may be edited. The Authorised Cardholder acknowledges and accepts that if any field on the invoice referring to the "payer"/"orderer" has information missing or refers to a third person other than the Authorised Cardholder (in whose BU the payment will subsequently be charged), the Bank will automatically complete the data referring to the Authorised Cardholder (payer/orderer) which will be transferred using the payment traffic networks and, among others, to the end payee.

The Bank reserves the right to make formal and content changes and additions to the payment order (e.g. correction of typing errors etc.) in order to improving the efficiency of its processing. The Bank is also entitled, but is also under no obligation, to execute an order with errors or missing information if it is able to unambiguously correct and/or supplement this information. The Bank has the right to choose the forwarding method, in other words, the parties to be involved in the transaction (e.g., intermediary financial institutions), and to change any of the Authorised Cardholder's instructions.

Before they confirm the payment, the Authorised Cardholder is required to make another careful check that all of the payment details are complete and correct. Once this information has been confirmed (for example, by pressing "Confirm"), the Authorised Cardholder will also be asked to validate the payment order using the appropriate authorization procedure with a second authentication factor provided by the Bank, which will involve sending an SMS code contact details (in particular, their cell phone number) that the Authorised Cardholder has supplied to the Bank, in line with the instructions on the MyOS App.

As an alternative to sending an SMS code, the QR includes the option to activate biometric authentication (that is, authentication using biometric elements such as, for example, fingerprints or "Face ID" facial recognition) for authorizing payment orders ("Smart Authorization"), provided that you have a suitable device enabled for biometric authentication that has been correctly registered with the Bank. However, Smart Authorization is only available for payment orders below CHF 10,000 (ten thousand Swiss francs or the equivalent amount in euros). In order to take advantage of and activate Smart Authorization, the Authorised Cardholder should follow the relevant instructions in the MyOS App to activate the biometric authentication feature, and then confirm this choice by entering the second authentication factor. Payment orders over CHF 10,000 (ten thousand Swiss francs or the equivalent amount in euros) must be authorised using the second authentication factor provided by the Bank, consisting of sending an SMS code. The SMS code authentication procedure can also be used for authorizing payment orders, for any amount, from Authorised Cardholders who have not activated biometric authentication.

The Bank reserves the right to refuse use of the Smart Authorisation feature at any time, without prior notice and at its sole discretion, while also reserving the right to request other types of authorization for certain payment orders once they have been entered and confirmed in the MyOS App for execution purposes: in the absence of such confirmation, the relevant in question order will not be executed.

The payment of an invoice shall be passed onto the Bank for processing once it has been authorised.

#### 4.3 Charging and updating spending limit/balance; executing a payment order; viewing orders in the MyOS App

Once a payment order has been successfully authorised via the second authentication factor, the Authorised Cardholder will be instantly debited in their BU, while the

authorised order can no longer be modified or revoked, particularly by the Authorised Cardholder. It will be up to the Authorised Cardholder, if applicable, to approach the payee directly to request a refund.

Once the charge has been made, the spending limit (credit cards) or balance (prepaid cards) available in the Authorised Card's BU will also be updated at the same time, with the payment amount in addition to the QR Fee being deducted.

Likewise, the payment of an invoice shall be passed onto the Bank for processing once it has been authorised. The payment cannot be executed at a (future) date set by the Authorised Cardholder. The Bank shall execute the payment order in accordance with its prescribed procedures and methods, as soon as possible, and, as a rule, on the following business day (in some cases, at the Bank's discretion, the payment order may even be executed on the same day as authorization). If the Authorised Cardholder authorizes a payment order on a Saturday, Sunday or other Swiss national holiday observed by Swiss banks, the financial center of the Canton of Ticino or of the respective currency, the Bank shall be entitled to execute the debit, as a rule, on the next occurring business day for banks operating in the financial center of the Canton of Ticino. It cannot be ruled out that payment orders may also be delayed due to local, foreign or institution-specific provisions and regulations particularly regarding banking business days and holidays.

If prior to the execution of invoice payments it is necessary for the Bank to issue clarifications, particularly based upon the provisions of point 4. of these Terms and Conditions, the Authorised Cardholder shall take into consideration possible delays in the execution thereof and shall assume any damages. The Bank has no influence on the date on which another financial institution credits the amount into the payee's account. In any case, the Authorised Cardholder remains solely and exclusively responsible for the timely payment of an invoice.

Once authorised, payment orders and their statuses can be viewed in the transaction list displayed in the MyOS App. Both processing and executed payment orders are identified by a status description.

All information regarding QR is for informational purposes only. In the event of differences between the payment orders entered using QR, or information displayed electronically, and the Bank's accounting records, the latter will always take precedence in all cases.

The Bank has the right, but is under no obligation, to suspend execution of a pending order, without having to fear any prejudice on the part of the Authorised Cardholder and/or third parties, in particular, and for example, if there is an ongoing procedure to terminate the relationship of the credit/prepaid card used for the payment in question, a revocation of the QR payment service, or there are other changes or events related to executing payments.

It is not possible to assign the charge to any other BUs.

#### 4.4 QR service fee and other potential costs/charges

When invoice payment orders are carried out using QR, the Bank will debit the Authorised Cardholder a fee (QR Fee) which will be a percentage of the amount being paid. By confirming and authorizing the payment order, the Authorised Cardholder irrevocably approves and authorizes the Bank to debit in the BU of the selected payment card (1.) the amount that is to be paid and (2.) the QR Fee.

The charges that the Authorised Cardholder will bear may also include the costs/charges levied to the Bank by other financial intermediaries for their part in performing a payment transaction. The costs/charges shall be debited in the Authorised Cardholder's BU immediately after the transaction has been performed, unless otherwise agreed with the Authorised Cardholder.

The QR Fee and any additional costs/fees debited from an individual payment will be visible once the Bank has executed a payment order.

The QR fee shall be shown in the schedule of "Conditions", which may be viewed and consulted online at any time at [bonuscard.ch](https://bonuscard.ch), [libertycard.ch](https://libertycard.ch), [simplycard.ch](https://simplycard.ch) or by dialing +41 58 717 22 00. The Authorised Cardholder acknowledges and accepts the provisions of the above table whenever QR is used. The Bank may alter the QR Fee at any time and at its own discretion, and this may even be done without prior notice in exceptional circumstances. The Authorised Cardholder will be duly notified if any such changes are made.

#### 4.5 Payee data verification by a third-party institution

The Authorised Cardholder agrees that the payee's financial institution will credit the payee solely using the payee's IBAN or account number supplied and without comparing the data disclosed with the name and address of the payee. The Authorised Holder understands that, nonetheless, the payee's financial institution retains the right to compare such data and refuse credit in the event of discrepancies.

#### 4.6 Payments traceable to illegal goods or services: obligations of the authorised cardholder; controls

The Authorised Cardholder agrees to use the QR payment service solely for paying QR-bills relating to goods or services that are not, among other things, illegal and/or

linked to fraudulent and/or criminal activities. The Authorised Cardholder also agrees not to use QR to pay invoices related to claims resulting from the use of credit cards, leasing contracts, and, in general, contracts governed by the Federal Consumer Credit Act of March 23, 2001 (LCC – RS 221.214.1). **Whenever QR is used, and each time a payment is confirmed and authorised, the Authorised Cardholder confirms that they both uphold and comply with the aforementioned conditions.**

The Bank reserves the right, without being obliged to do so in any way and at its sole unquestionable discretion, to perform any retroactive checks when it deems possible in order to ensure that the Authorised Cardholder is complying with these obligations, and the Bank may, at its sole discretion and without prior notice, block the QR payment service, even if the breach of this provision is detected.

#### 4.7 Violation of legal provisions, banking regulations, orders from authorities and internal directives; liability

The Bank is under no obligation to execute payment orders that may run contrary to Swiss or foreign regulations and provisions, particularly ones of a criminal, civil, administrative or regulatory nature, orders, bans or decisions made by competent authorities, or that otherwise run contrary to banking regulations and/or relating to the Bank's payment cards, conduct, internal or external guidelines, directives and regulations (e.g. embargoes, national and international sanctions, insider trading, money laundering or self-discipline regulations), as well as payment orders that, in the Bank's own view, could expose it to non-negligible risks (such as legal, reputational or economic risks).

The Authorised Cardholder also acknowledges that, in addition to the aforementioned impediments, foreign regulations and provisions (such as the functional features of a foreign payment system), regulations and directives from foreign financial institutions, or other events outside the Bank's sphere of competence, may lead to delays, blocks or transactions not being performed. In such cases, the Bank is only under the obligation to inform the Authorised Cardholder of the relevant impediment, unless there are prohibitions or restrictions imposed by law and/or the competent authorities. The Bank is not liable either for the consequences of any delays caused by necessary checks, blocks or transactions not being executed due to the aforementioned impediments.

#### 4.8 Refusal of payment orders

If one or more conditions for executing a payment order using the QR service are not met and the Bank considers, at its discretion, that it cannot integrate or correct them (including cases of legal or regulatory impediments, see above), the order will not be executed. Over and above this, there is a possibility that another entity involved in the transaction may refuse the payment order. The Bank will duly notify the Authorised Cardholder as to the reason for the refusal. If the Bank has already executed the payment order, any amount that it must recover shall be credited in the Authorised Cardholder's BU, minus the QR Fee and any costs/expenses, which the Authorised Cardholder will be liable to pay.

### 5. Data processing/disclosure

The Authorised Cardholder, in the capacity of the payer, accepts that when domestic and international payment orders are executed, data (in particular data referring to their person and which can be traced back to their payment card relationship) will be disclosed to participating financial institutions (particularly the payee's domestic and foreign correspondent banks and financial institutions), payment system operators in Switzerland and abroad (e.g. SIX Interbank Clearing), SWIFT (Society for Worldwide Interbank Financial Telecommunication) and payees in Switzerland and abroad. In this regard, the Authorised Cardholder acknowledges and accepts the fact that, depending on the transaction and payment execution, even domestic payment transactions may involve the disclosure of data abroad (for example, when the amount to be paid is expressed in a foreign currency or when the transfer is made via SWIFT). The Authorised Cardholder also agrees that all parties involved in the transactions may in turn disclose the data (particularly for further processing or backup) to commissioned third parties in their own or other countries. The Authorised Cardholder acknowledges that all data transferred abroad shall no longer be protected by Swiss law, but will instead be subject to relevant foreign legislation, and that the laws and regulations of foreign authorities may require such data to be disclosed to authorities or other third parties.

### 6. Biometric identification features – no guarantees; deactivation

The Authorised Cardholder confirms that they are aware that the biometric identity sensor on their mobile device as well as related software are not provided by the Bank, but are instead developed and regulated by the manufacturers of the device and/or the developers of the specific device's Operating system. Therefore, the Bank offers no guarantees, express or implied, of any sort, including any guarantee of quality, accuracy or performance, merchantability or fitness for a particular purpose of the biometric identification technology that is installed on the Authorised Cardholder's devices. The Authorised Cardholder also confirms that they are aware that the biometric data required for biometric identification shall be stored locally on their device and that the Bank has no access to such biometric data. The Bank does not guarantee that biometric authentication will be available at all times, or that it will work with any electronic device, software or system. The Bank reserves the right to temporarily or permanently disable, without issuing advance notice and at its sole discretion, access via biometric authentication to the Bank's app. The Authorised Cardholder undertakes to implement all reasonable security measures in order to prevent unauthorised or fraudulent use of the biometric authentication function. In

particular, the Authorised Holder undertakes to take all necessary security measures in order to protect both their device and their access credentials, and to ensure that no third-party biometric data is stored on their device. The Authorised Cardholder shall be required to keep themselves informed with regard to the protection measures available on their device, to follow the instructions and recommendations issued by the manufacturer of their mobile device and/or the developers of the device-specific operating system, and to comply with the terms of use and security recommendations issued from time to time by the Bank in relation to the specific digital channel that has been made available to the Authorised Cardholder.

### 7. Exclusion of liability

Subject to limitations imposed by applicable mandatory regulations, the Bank shall in no event be liable to the Authorised Cardholder or to any third party for any special, direct, indirect, consequential or punitive losses or damage. In particular, the Bank's liability for damages shall be excluded: (a.) as a result of the late or non-payment of invoices that the Authorised Cardholder has authorised in QR (this excludes, for example, late payment interest, reminder and/or enforcement fees, legal fees charged by the issuer of the invoice to the Authorised Cardholder, etc.); (b.) as a result of interruptions/failures in communication networks, such as transmission errors, technical faults in network infrastructure, internet outages, tortious interference in communication networks, or the overloading of communication networks; (c.) as a result of failures/malfunctions or interruptions of the user's mobile device (for example, a smartphone); (d.) as a consequence of failures/malfunctions or interruptions to the MyOS App and/or the QR payment service; (e.) as a result of computer viruses or other malicious software; (f.) as a result of force majeure events or circumstances outside the Bank's control, improper use of QR, or external environmental factors.

The Bank's liability for loss of profits of the Authorised Cardholder and for claims made against it by third parties, including the issuer of the invoice, is similarly excluded.

The Bank assumes no warranty and/or liability for payments made using QR. In particular, the Authorised Cardholder acknowledges that **the Bank is in no way liable for the goods/assets and services/performance that are paid for using QR** (and in this way the Bank is not even liable for their delivery or non-delivery, quality, supply etc.). The only contractual partner of the Authorised Cardholder – and the only party that is liable for the provision of services – is, and remains, the supplier of the goods/assets or supplier of the services/services provision (hereinafter "Suppliers"). The Authorised Cardholder must therefore exercise their rights, if any, directly and exclusively against these Suppliers (or any third parties), while also contacting them in the event of disputes and claims relating to the assets/goods and services/services provision. In particular, the existence of such disputes shall have no effect (such as a suspensive one) upon the Authorised Cardholder's obligation to pay the Bank the relevant amounts set out in the monthly statement. Suppliers are also solely liable for handling the Authorised Cardholder's claims and for any full or partial refunds of invoice amounts. The Bank does not represent the Authorised Cardholder's interests vis-à-vis Suppliers, nor does it provide services in connection with the resolution of disputes between the Authorised Cardholder and Suppliers.

### 8. Force majeure, fortuitous events and other circumstances out of the bank's control

The Bank declines any and all liability in the event of the failure or imperfect performance of its obligations due to force majeure, fortuitous events, or other circumstances outside its control, with these being but not limited to, wars, acts of war, terrorist acts, import or export bans, natural disasters (including fires, floods, and earthquakes) network outages (for example, electricity, telephone, and/or IT), strikes and lockouts, epidemics or pandemics, extreme or extraordinary events that result in severe market and/or stock market turbulence (such as insolvency of states and/or systemic risk companies, sudden currency devaluations/revaluations, as well as black swans and fat tails events), as well as faults in or delays to products or services from third parties (the Bank's contractual partners or agents) attributable to such events or circumstances.

In the event of force majeure, technical problems, or other justified reasons, the Bank may temporarily suspend or even permanently discontinue the QR payment service, and would decline any and all liability for this.

### 9. Loyalty and cashback programmes

Transactions related to invoice payments made using QR do not entitle to any counting/crediting of amounts as cashback, miles and/or points/remuneration of any kind.

### 10. Confirmation of payment; information concerning QR

Payments will be visible in the monthly statement covering the card used to make the payment. The Authorised Cardholder may also ask the Bank to issue a confirmation of the payment transmitted to the former by sending an e-mail to that effect to BonusCard's customer service department ([info@bonuscard.ch](mailto:info@bonuscard.ch)). Authorised Cardholders will be informed of service information for QR in an appropriate fashion, for example, via the internet or via other information channels (by post, e-mail, SMS, etc.).

### 11. Cancellation – expiration of payment card/blocking of QR service

If the Authorised Cardholder or the Bank terminate the contractual relationship referring to – or in the event of expiration without replacement of – a payment card that

meets the requirements set out in the present Terms and Conditions for use as a payment instrument within the QR service, the latter will no longer be available in the MyOS App for the relevant card.

In the event that the contract concerning the Conditions of Use for Cornèr Bank Ltd's MyOnlineServices App is canceled, or objections about changes concerning this contract are made, the QR payment service will no longer be accessible.

The Authorised Cardholder also understands that the Bank does not guarantee uninterrupted operation of the QR Service. The Bank may also, at its full discretion, block and/or discontinue the QR Payment Service at any moment and without giving any prior notice of this. The Banks is excluded of any liability in this regard.

#### **12. Changes to the Terms and Conditions**

The Bank reserves the right to make changes to these Terms and Conditions at any time. Changes will be communicated in writing or in any other appropriate manner, for example, but without limitation, electronically (e.g., by notification in the MyOS App), and will be deemed approved if no objection has been submitted in writing to the Bank within 30 days from the date on which they are notified. In any event, the changes will be deemed accepted the first time that the Authorised Cardholder accesses QR or the relevant payment service is used following notification. If there are any objections, the Bank reserves the right to block or withdraw access to QR.

#### **13. Applicable law and place of jurisdiction**

For applicable law and jurisdiction, reference is made to the contractual relationship between the Bank and the Authorised Cardholder, or to the provisions of the General Terms and Conditions applicable to the payment cards used to make payments via QR.



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Please note that gender neutral pronouns will be used in these Terms and Conditions.

### 1. Purpose of «QR» payment service and reference to other applicable provisions

#### 1.1 Subject

Using the «QR» payment service (hereinafter also referred to as «QR service» or «QR»), which is available on MyOnlineServices (hereinafter also referred to as «MyOS») of Cornèr Bank Ltd. (BonusCard) (hereinafter referred to as the «Bank»), any payment cardholder who satisfies, among other things, the requirements set out in the present Terms and Conditions will have the option to settle their goods and services QR-bills issued either in Switzerland or in the Principality of Liechtenstein (hereinafter also referred to as «invoices») by scanning the QR code for a given invoice and paying in the billing unit (hereinafter also referred to as «BU») of their chosen payment card. Use of the QR payment service shall incur the payment of a fee (hereinafter referred to as «QR Fee»). The Bank may also charge an instant payment fee (hereinafter referred to as the «Instant Payment Fee») if payment is made via the QR service in this manner (see Section 5 of these Terms and Conditions).

#### 1.2 Reference to other applicable provisions

These Terms and Conditions constitute and complete the other provisions applicable to the contractual relationship between the Bank and cardholders authorised to use the QR service, in particular (i) the Conditions of Use for Cornèr Bank Ltd.'s MyOnlineServices App, the Provisions/Conditions of Use for Electronic Features/Digital Services, the General Terms and Conditions for Cornèr Bank Ltd. - BonusCard and/or the General Terms and Conditions for Cornèr Bank Ltd. Classic, Gold and Platinum Visa and Mastercard® and Diners Club cards and/or the General Terms and Conditions for Cornèr Bank Ltd. Visa and Mastercard® prepaid cards and/or other (General) Terms and Conditions applicable to the individual contractual relationship and (ii) any subsequent amendments. In the event of any inconsistencies, the provisions of these Terms and Conditions shall prevail over those of the other provisions applicable to the contractual relationship.

### 2. Payment cardholders authorised to use the QR service; excluded card types

#### 2.1 Authorised cardholder

The QR payment service on the Bank's MyOS app is only available to residents of Switzerland who are *personal* credit cardholders (both «primary» and «additional» cardholders) and/or *personal* Visa prepaid cardholders possessing BonusCard-issued cards (hereinafter jointly referred to as «payment cards»), which do not fall under the excluded card types stated in section 2.2 below, whose billing units are either Swiss francs (CHF), and for which the cardholder has had to identify themselves and fill in a beneficial owner form (Form A), as required by the applicable legal and regulatory provisions (hereinafter referred to as the «Authorised Cardholder»). As we will explain below, the Authorised Cardholder may also use the QR service as long as there is sufficient availability (credit card) or enough credit balance (prepaid card) in the selected BU in order to cover the payment, including the QR Fee and any Instant Payment Fee.

#### 2.2 Excluded card types

In light of the foregoing, the QR service is not available for the following cards/card types (non-exhaustive list): payment cards brokered through intermediary partner companies, payment cards issued in a currency other than CHF, single-use prepaid payment cards («disposable» cards), corporate credit cards and prepaid business cards («business» payment cards), payment cards which are not (any longer) valid, etc.

Cardholders may ask the Bank (Bonuscard) directly for any information on QR service availability in relation to a specific payment card type.

#### 2.3 Right of expansion/restriction

The Bank reserves the right to expand or restrict at any time the type of cards authorised for use, or to be used, by its pool of cardholders for invoice payments using the QR service.

### 3. Access to – and use of – the QR service; exclusions; availability/limitations

#### 3.1 MyOS app and identification

In order to access the QR service, Authorised Cardholders must, initially, among other things, install and access the MyOS app and identify themselves, as stipulated in the Conditions of Use for Cornèr Bank Ltd.'s MyOnlineServices App, particularly Article 9 thereof.

#### 3.2 Exclusion of third parties

Only Authorised Cardholders, who have been duly identified on the MyOS app, have the right to use the QR service in order to settle invoices. Use of the QR service by third parties is not permitted.

#### 3.3 Warnings and exclusion of liability

The Authorised Cardholder acknowledges and accepts that:

- (i.) any payment made using the QR service – which presupposes, among other things, the Authorised Cardholder has been verified/identified in order to access the MyOS app – will be deemed to have been authorised by the Authorised Cardholder and will therefore be attributable to them; the Authorised Cardholder also accepts, without limitation and irrevocably, the relevant fee as legally valid and binding (this also applies to the principal cardholder when it comes to payments made by an additional cardholder); the Bank accepts no liability in the event of misuse of the QR service by third parties;
- (ii.) accessing the MyOS app via the internet comes with its risks that are particularly associated with using public networks;
- (iii.) the Bank cannot guarantee that access to the QR payment service will be possible at all times, nor that it will be uninterrupted and/or without delays;
- (iv.) use of the QR service is at the Authorised Cardholder's own risk: the Bank is not liable in any way for use of the QR service (including by third parties and/or in the event of misuse through identification/authentication).

The Bank is excluded from all liability regarding all of the points mentioned above.

#### 3.4 The right to restrict, block, suspend, etc. the QR Service

The Bank reserves the right to either temporarily or permanently restrict, block, suspend, amend and/or discontinue provision of the QR service at any time and with immediate effect, including without issuing any prior notice, doing so at its own discretion and without the obligation to state its reasons for this. The Bank shall have this right in particular, but not only, if:

- there are reasonable indications that the QR service and/or the MyOS app have been used in an improper or unauthorised fashion; or
- technical updates and/or maintenance (periodic and/or occasional) are being performed; or
- the Authorised Cardholder fails to comply with their obligations, specifically those regarding due diligence, under these Terms and Conditions; or
- the Bank receives a request to do so from a judicial authority (civil, criminal, administrative, etc.); or
- the Bank has reason to believe that an Authorised Cardholder is in breach of any legal, regulatory, etc. provision(s); or
- the Bank has reason to believe that an Authorised Cardholder is involved in illegal activities (money laundering, financing terrorism or any other criminal and/or unlawful activities).

The Bank shall not be liable for any direct, indirect or consequential loss or damage by Authorised Cardholders and/or third parties as a result of the Bank exercising the aforementioned powers. Therefore, neither Authorised Cardholders or third parties may submit any claims against the Bank.

### 4. Paying QR-bills with the QR service

#### 4.1 Preconditions for executing a payment order using the QR service

As a general rule, the Bank shall execute a payment order using the QR service, entered by scanning the QR code on the invoice in the MyOS app and which is duly authorised, on behalf of an Authorised Cardholder, provided that the following conditions (4.1.1 – 4.1.4) are met in full and without prejudice to any rights that the Bank may have under the present Terms and Conditions or under any other applicable provisions or agreements.

Should this not be the case, the payment will not be made or will even be postponed to a later date if the conditions are eventually met: it will be up to the Authorised Cardholder, if applicable, to resume the full payments procedure using the QR service.

#### 4.1.1 QR-bill requirements and payment order information

The QR-bill to be used for payment must contain all of the necessary information and have been fully and correctly issued in Switzerland or the Principality of Liechtenstein. The amount payable on the invoice in question may then be sent/transferred exclusively to a Swiss or Principality of Liechtenstein bank and/or postal account (the payee's IBAN which is displayed on the QR-bill must therefore begin with either «CH» or «LI»).

By scanning the invoice, the following information should, as a minimum, be communicated to the Bank:

- the payee's IBAN or other payee account identifying reference;
- The payee's first and last name, or company name, and the payee's full address;
- the amount to be paid\* (in CHF).

\* If the relevant field on the invoice is empty and/or the amount is to be changed, the Authorised Cardholder must enter the amount that they intend to pay by typing it manually.

#### 4.1.2 Availability of funds in the BU to be debited

When the Authorised Cardholder confirms the instruction to execute the payment, in the BU of their payment card chosen for the debit payment, there must be freely available funds (*credit balances* in the case of prepaid cards or *sufficient funds in relation to the specific spending limit* for credit cards) that are at least equal to the amount of the invoice to be paid, including the QR Fee and any Instant Payment Fee.

If this is not the case, the invoice will not be paid nor will it remain outstanding until there are sufficient freely available funds in the relevant BU. It is therefore up to the Authorised Cardholder, if applicable, to execute the QR payments procedure once again: (a.) when there are sufficient freely available funds in the relevant BU in order to make the payment or, and if applicable, (b.) if they intend to make the payment in another BU that is attributable to one of their other payment cards, in which there are sufficient freely available funds to cover the amount.

In the event that the Bank does go ahead with a payment order for an amount that is over the Authorised Cardholder's freely available funds, the Authorised Cardholder will be under the obligation to immediately and fully settle the amount over the spending limit (credit cards), or to offset the negative balance (prepaid cards).

If a monthly usage operational limit has been set for an additional (credit) card, this will also be taken into account when the Bank assesses the availability of funds.

#### 4.1.3 Payment/debit currency

It is possible to pay invoices issued in CHF using the QR service by debiting only the BU in its corresponding currency (for example, an invoice issued in CHF can only be settled using a payment card with CHF as its BU).

#### 4.1.4 Right of disposal

There shall be no prohibitions or limitations regarding the right of disposal in relation to the BU to be debited, in particular, concerning legal provisions, internal regulations or rules of the Bank, or concerning orders from authorities, measures pertaining to national or international sanctions and the like, which are explained in more detail in section 4.7 of the Terms and Conditions, which notably exclude or limit the right to execute the invoice payment order.

#### 4.2 Entering, confirming and authorising a payment

In order to enter an invoice payment into the QR service, the Authorised Cardholder must scan it on the MyOS app using their MyOS app-compatible mobile device (e.g. their smartphone). Only the field referring to the amount payable may be edited. The Authorised Cardholder acknowledges and accepts that if any field on the invoice referring to the «payer»/«orderer» has information missing or refers to a third person other than the Authorised Cardholder (in whose BU the payment will subsequently be charged), the Bank will automatically complete the data referring to the Authorised Cardholder (payer/orderer) which will be transferred using the payment traffic networks and, among others, to the end payee.

The Bank reserves the right to make formal and content changes and additions to the payment order (e.g. correction of typing errors, etc.) in order to improve the efficiency of its processing. The Bank is also entitled, but is also under no obligation, to execute an order with errors or missing information if it is able to unambiguously correct and/or supplement this information. The Bank has the right to choose the forwarding method, in other words, the parties to be involved in the transaction (e.g., intermediary financial institutions), and to change any of the Authorised Cardholder's instructions.

Before they confirm the payment, the Authorised Cardholder is required to make another careful check that all of the payment details are complete and correct. Once this information has been confirmed (for example, by tapping «Confirm»), the Authorised Cardholder will also be asked to validate the payment order using the appropriate authorisation procedure with a second authentication factor provided by the Bank, which will involve sending an SMS code contact details (in particular, their cell phone number) that the Authorised Cardholder has supplied to the Bank, in line with the instructions on the MyOS app.

As an alternative to sending an SMS code, the QR service includes the option to activate biometric authentication (that is, authentication using biometric elements such as, for example, fingerprints or «Face ID» facial recognition) for authorising payment orders («Smart Authorisation»), provided that you have a suitable device enabled for biometric authentication that has been correctly registered with the Bank. However, Smart Authorisation is only available for payment orders below CHF 10,000 (ten thousand Swiss francs). In order to take advantage of and activate Smart Authorisation, the Authorised Cardholder should follow the relevant instructions in the MyOS app to activate the biometric authentication feature, and then confirm this choice by entering the second authentication factor. Payment orders over CHF 10,000 (ten thousand Swiss francs) must be authorised using the second authentication factor provided by the Bank, consisting of sending an SMS code. The SMS code authentication procedure can also be used for authorising payment orders, for any amount, from Authorised Cardholders who have not activated biometric authentication.

The Bank reserves the right to refuse use of the Smart Authorisation feature at any time, without prior notice and at its sole discretion, while also reserving the right to request other types of authorisation for certain payment orders once they have been entered and confirmed in the MyOS app for execution purposes: in the absence of such confirmation, the relevant order will not be executed.

The payment of an invoice shall be passed onto the Bank for processing once it has been authorised.

#### 4.3 Charging and updating spending limit/balance; executing a payment order; viewing orders in the MyOS app

Once a payment order has been successfully authorised via the second authentication factor, the Authorised Cardholder will be instantly debited in their BU and the authorised order can no longer be modified or revoked, particularly by the Authorised Cardholder. It will be up to the Authorised Cardholder, if applicable, to approach the payee directly to request a refund.

Once the charge has been made, the spending limit (credit cards) or balance (prepaid cards) available in the Authorised Cardholder's BU will also be updated at the same time, with the payment amount in addition to the QR Fee and any other costs, expenses and/or fees being deducted.

The payment cannot be executed at a (future) date set by the Authorised Cardholder. Except where payment is made via the QR service as an instant payment, for which the additional special provisions for instant payments set out in Section 5 of these Terms and Conditions shall apply, the Bank shall execute the payment order in accordance with its own processes and procedures as soon as possible, as a general rule on the next business day (in some cases, at the Bank's discretion, it may also be executed on the same day as the authorisation). Without prejudice to the provisions of Section 5 of these Terms and Conditions in the event that payment is made via the QR service as an instant payment, if the payment order is authorised by the Authorised Cardholder on a Saturday, Sunday or other public holiday by Swiss banks or respectively for the financial centre of the Canton of Ticino or for the respective currency, the Bank shall be entitled to apply the debit, as a general rule, on the next working day for banks operating in the financial centre of the Canton of Ticino. It cannot be ruled out that payment orders may also be delayed due to local, foreign or institution-specific provisions and regulations particularly regarding banking business days and holidays.

If, prior to the execution of invoice payments, it is necessary for the Bank to issue clarifications, particularly based upon the provisions of Section 4 of these Terms and Conditions, the Authorised Cardholder shall take into consideration possible delays in the execution thereof and shall assume any damages. The Bank has no influence on the date on which another financial institution credits the amount into the payee's account. In any case, the Authorised Cardholder remains solely and exclusively responsible for the timely payment of an invoice.

Once authorised, payment orders and their statuses can be viewed in the transaction listing displayed in the MyOS app. Both payment orders being processed and those already executed are identified by a status description.

All information regarding the QR service is for informational purposes only. In the event of differences between the payment orders entered using the QR service, or information displayed electronically, and the Bank's accounting records, the latter will always take precedence in all cases.

The Bank has the right, but is under no obligation, to suspend execution of a pending order, without having to fear any prejudice on the part of the Authorised Cardholder and/or third parties, in particular, and for example, if there is an ongoing procedure to terminate the relationship of the credit/prepaid card used for the payment in question, a revocation of the QR payment service, or there are other changes or events related to the execution of payments.

It is not possible to assign the charge to any other BUs.

#### 4.4 QR service fee and other potential costs/charges

When executing invoice payment orders using the QR service, the Bank shall charge the Authorised Cardholder a fee (QR Fee) corresponding to a percentage of the payment amount, in addition to any Instant Payment Fee in the event that payment is made in this manner (see Section 5 of these Terms and Conditions). By confirming and authorising the payment order, the Authorised Cardholder irrevocably approves and authorises the Bank to debit in the BU of the selected payment card (1.) the amount that is to be paid, (2.) the QR Fee and, if applicable, (3.) the Instant Payment Fee.

The charges that the Authorised Cardholder will bear may also include the costs/charges and fees levied to the Bank by other financial intermediaries for their part in performing a payment transaction. The costs/charges and fees shall be debited in the Authorised Cardholder's BU immediately after the transaction has been performed, unless otherwise agreed with the Authorised Cardholder. The QR Fee and any additional costs/charges and fees debited from an individual payment will be visible once the Bank has executed a payment order.

The QR Fee and any Instant Payment Fee may be viewed and consulted online at any time at [bonuscard.ch](https://bonuscard.ch), [libertycard.ch](https://libertycard.ch) or [simplycard.ch](https://simplycard.ch) in the «Service Overview» document or by dialling +41 58 717 22 00. The Authorised Cardholder acknowledges and accepts the provisions of the above document/table whenever the QR service is used. The Bank may alter the QR Fee and the Instant Payment Fee at any time and at its own discretion, and this may even be done without prior notice in exceptional circumstances. Due notice will be given if any such changes are made.

#### 4.5 Payee data verification by a third-party institution

The Authorised Cardholder agrees that the payee's financial institution will credit the payee solely using the payee's IBAN or account number supplied and without comparing the data disclosed with the name and address of the payee. The Authorised Cardholder understands that, nonetheless, the payee's financial institution retains the right to compare such data and refuse credit in the event of discrepancies.

#### 4.6 Payments traceable to illegal goods or services: obligations of the authorised cardholder; Controls

The Authorised Cardholder agrees to use the QR payment service solely for paying QR-bills relating to goods or services that are not, among other things, illegal and/or linked to fraudulent and/or criminal activities. The Authorised Cardholder also agrees not to use the QR service to pay invoices related to claims resulting from the use of credit cards, leasing contracts and, in general, contracts governed by the Federal Consumer Credit Act of March 23, 2001 (LCC - RS 221.214.1). **Whenever the QR service is used, and each time a payment is confirmed and authorised, the Authorised Cardholder confirms that they both uphold and comply with the aforementioned conditions.**

The Bank reserves the right, without being obliged to do so in any way and at its sole unquestionable discretion, to perform any retroactive checks when it deems possible in order to ensure that the Authorised Cardholder is complying with these obligations, and the Bank may, at its sole discretion and without prior notice, block the QR payment service, even if the breach of this provision is detected.

#### 4.7 Violation of legal provisions, banking regulations, orders from authorities and internal directives; liability

The Bank is under no obligation to execute payment orders that may run contrary to Swiss or foreign regulations and provisions, particularly ones of a criminal, civil, administrative or regulatory nature, orders, bans or decisions made by competent authorities, or that otherwise run contrary to banking regulations and/or relating to the Bank's payment cards, conduct, internal or external guidelines, directives and regulations (e.g. embargoes, national and international sanctions, insider trading, money laundering or self-discipline regulations), as well as payment orders that, in the Bank's own view, could expose it to non-negligible risks (such as legal, reputational or economic risks). The Authorised Cardholder also acknowledges that, in addition to the aforementioned impediments, foreign regulations and provisions (such as the functional features of a foreign payment system), regulations and directives from foreign financial institutions, or other events outside the Bank's sphere of competence, may lead to delays, blocks or transactions not being performed. In such cases, the Bank is only under the obligation to inform the Authorised Cardholder of the relevant impediment, unless there are prohibitions or restrictions imposed by law and/or the competent authorities. The Bank is not liable either for the consequences of any delays caused by necessary checks, blocks or transactions not being executed due to the aforementioned impediments.

#### 4.8 Refusal of payment orders

If one or more conditions for executing a payment order using the QR service are not met and the Bank considers, at its discretion, that it cannot integrate or correct them (including cases of legal or regulatory impediments, see above), the order will not be executed. Over and above this, there is a possibility that another entity involved in the transaction may refuse the payment order. The Bank will duly notify the Authorised Cardholder as to the reason for the refusal. If the Bank has already executed the payment order, any amount that it must recover shall be credited in the Authorised Cardholder's BU, minus the QR Fee and any costs/expenses and fees, which the Authorised Cardholder will be liable to pay.

### 5. Payments made via the QR service as instant payments

In the event that payments are made via the QR service as instant payments, the payment order shall as a general rule be executed immediately and thus in derogation of Section 4.3. of these Terms and Conditions.

Instant payments may only be made if, in addition to the conditions set out in these Terms and Conditions (see in particular Section 4), the following prerequisites in particular are met:

- the payee's bank and financial institution accept instant payments;
- unless agreed otherwise between the Bank and the payee institution, the payment does not exceed a maximum amount of CHF 20,000;
- the BU to be debited has a balance equal to at least the amount of the instant payment to be executed including the QR Fee and, where applicable, the Instant Payment Fee;
- all necessary checks at the various levels are successfully carried out before the order is placed.

Instant payments shall be made exclusively in CHF (Swiss francs).

The Client shall be informed by the Bank through appropriate communication channels concerning the status of the outgoing payment, stating whether or not it was successful.

If for any reason whatsoever an instant payment cannot be made, it will not be made in any case and thus also not in the form of a «classic» (i.e. non-instant) QR payment.

### 6. Data processing/disclosure

The Authorised Cardholder, in the capacity of the payer, accepts that when domestic and international payment orders are executed, data (in particular data referring to their person and which can be traced back to their payment card relationship) will be

disclosed to participating financial institutions (particularly the payee's domestic and foreign correspondent banks and financial institutions), payment system operators in Switzerland and abroad (e.g. SIX Interbank Clearing), SWIFT (Society for Worldwide Interbank Financial Telecommunication) and payees in Switzerland and abroad. In this regard, the Authorised Cardholder acknowledges and accepts the fact that, depending on the transaction and payment execution, even domestic payment transactions may involve the disclosure of data abroad (for example, when the amount to be paid is expressed in a foreign currency or when the transfer is made via SWIFT). The Authorised Cardholder also agrees that all parties involved in the transactions may in turn disclose the data (particularly for further processing or backup) to commissioned third parties in their own or other countries. The Authorised Cardholder acknowledges that all data transferred abroad shall no longer be protected by Swiss law, but will instead be subject to relevant foreign legislation, and that the laws and regulations of foreign authorities may require such data to be disclosed to authorities or other third parties.

### 7. Biometric identification features – no guarantees; deactivation

The Authorised Cardholder confirms that they are aware that the biometric identity sensor on their mobile device as well as related software are not provided by the Bank, but are instead developed and regulated by the manufacturers of the device and/or the developers of the specific device's operating system. Therefore, the Bank offers no guarantees, express or implied, of any sort, including any guarantee of quality, accuracy or performance, merchantability or fitness for a particular purpose of the biometric identification technology that is installed on the Authorised Cardholder's devices. The Authorised Cardholder also confirms that they are aware that the biometric data required for biometric identification shall be stored locally on their device and that the Bank has no access to such biometric data. The Bank does not guarantee that biometric authentication will be available at all times, or that it will work with any electronic device, software or system. The Bank reserves the right to temporarily or permanently disable, without issuing advance notice and at its sole discretion, access via biometric authentication to the Bank's app. The Authorised Cardholder undertakes to implement all reasonable security measures in order to prevent unauthorised or fraudulent use of the biometric authentication function. In particular, the Authorised Cardholder undertakes to take all necessary security measures in order to protect both their device and their access credentials, and to ensure that no third-party biometric data is stored on their device. The Authorised Cardholder shall be required to keep themselves informed with regard to the protection measures available on their device, to follow the instructions and recommendations issued by the manufacturer of their mobile device and/or the developers of the device-specific operating system, and to comply with the terms of use and security recommendations issued from time to time by the Bank in relation to the specific digital channel that has been made available to the Authorised Cardholder.

### 8. Exclusion of liability

Subject to limitations imposed by applicable mandatory regulations, the Bank shall in no event be liable to the Authorised Cardholder or to any third party for any special, direct, indirect, consequential or punitive losses or damage. In particular, the Bank's liability for damages shall be excluded: (a.) as a result of the late or non-payment of invoices that the Authorised Cardholder has authorised using the QR service (this excludes, for example, late payment interest, reminder and/or enforcement fees, legal fees charged by the issuer of the invoice to the Authorised Cardholder, etc.); (b.) as a result of interruptions/failures in communication networks, such as transmission errors, technical faults in network infrastructure, internet outages, tortious interference in communication networks, or the overloading of communication networks; (c.) as a result of failures/malfunctions or interruptions of the user's mobile device (for example, a smartphone); (d.) as a consequence of failures/malfunctions or interruptions to the MyOS app and/or the QR payment service; (e.) as a result of computer viruses or other malicious software; (f.) as a result of force majeure events or circumstances outside the Bank's control, improper use of the QR service or external environmental factors.

The Bank's liability for loss of profits of the Authorised Cardholder and for claims made against it by third parties, including the issuer of the invoice, is similarly excluded.

The Bank assumes no warranty and/or liability for payments made using the QR service. In particular, the Authorised Cardholder acknowledges that **the Bank is in no way liable for the goods/assets and services/service provision that are paid for using the QR service** (and in this way the Bank is not even liable for their delivery or non-delivery, quality, supply, etc.). The only contractual partner of the Authorised Cardholder – and the only party that is liable for the provision of services – is, and remains, the supplier of the goods/assets or supplier of the services/service provision (hereinafter referred to as «Suppliers»). The Authorised Cardholder must therefore exercise their rights, if any, directly and exclusively against these Suppliers (or any third parties), while also contacting them in the event of disputes and claims relating to the assets/goods and services/service provision. In particular, the existence of such disputes shall have no effect (such as a suspensive one) upon the Authorised Cardholder's obligation to pay the Bank the relevant amounts set out in the monthly statement. Suppliers are also solely liable for handling the Authorised Cardholder's claims and for any full or partial refunds of invoice amounts. The Bank does not represent the Authorised Cardholder's interests vis-à-vis Suppliers, nor does it provide services in connection with the resolution of disputes between the Authorised Cardholder and Suppliers.

#### **9. Force Majeure, fortuitous events and other circumstances out of the Bank's control**

The Bank declines any and all liability in the event of the failure or imperfect performance of its obligations due to force majeure, fortuitous events or other circumstances outside its control, with these being but not limited to, wars, acts of war, terrorist acts, import or export bans, natural disasters (including fires, floods, and earthquakes) network outages (such as electricity, telephone, and/or IT), strikes and lockouts, epidemics or pandemics, extreme or extraordinary events that result in severe market and/or stock market turbulence (such as insolvency of states and/or systemic risk companies, sudden currency devaluations/revaluations, as well as black-swan and fat-tail events), as well as faults in or delays to products or services from third parties (the Bank's contractual partners or agents) attributable to such events or circumstances.

In the event of force majeure, technical problems or other justified reasons, the Bank may temporarily suspend or even permanently discontinue the QR payment service and would decline any and all liability for this.

#### **10. Cashback, miles, loyalty programmes**

Transactions related to invoice payments made using the QR service do not entitle the Bank to any counting/crediting of amounts as cashback, miles and/or points/remuneration of any kind.

#### **11. Confirmation of payment; information concerning the QR service**

Payments will be visible in the monthly statement covering the card used to make the payment. The Authorised Cardholder may also ask the Bank to issue a confirmation of the payment transmitted to the former by sending an e-mail to that effect to BonusCard's customer service department (info@bonuscard.ch).

Authorised Cardholders will be informed of service information for the QR service in an appropriate fashion, for example, via the internet or via other information channels (by post, e-mail, SMS, etc.).

#### **12. Cancellation – expiration of payment card/blocking of the QR service**

If the Authorised Cardholder or the Bank terminate the contractual relationship referring to – or in the event of expiration without replacement of – a payment card that meets the requirements set out in these Terms and Conditions for use as a payment instrument within the QR service, the latter will no longer be available in the MyOS app for the relevant card.

In the event that the contract concerning the Conditions of Use for Cornèr Bank Ltd.'s MyOnlineServices app is cancelled, or objections about changes concerning this contract are made, the QR payment service will no longer be accessible.

The Authorised Cardholder also understands that the Bank does not guarantee uninterrupted operation of the QR service. The Bank may also, at its full discretion, block and/or discontinue the QR payment service at any moment and without giving any prior notice of this. No liability shall be incurred in this regard.

#### **13. Changes to the Terms and Conditions**

The Bank reserves the right to make changes to these Terms and Conditions at any time. Changes will be communicated in writing or in any other appropriate manner, for example, but without limitation, electronically (e.g., by notification in the MyOS app), and will be deemed approved if no objection has been submitted in writing to the Bank within 30 days from the date on which they are notified. In any event, the changes will be deemed accepted the first time that the Authorised Cardholder accesses the «QR» service or the relevant payment service is used following notification. If there are any objections, the Bank reserves the right to block or withdraw access to the «QR» service.

#### **14. Applicable law and place of jurisdiction**

For applicable law and jurisdiction, reference is made to the contractual relationship between the Bank and the Authorised Cardholder, or to the provisions of the General Terms and Conditions applicable to the payment cards used to make payments via the QR service.