

Cornèr Bank Ltd.  
Branch BonusCard (Zurich)  
Update of the general  
terms and conditions

## General Terms and Conditions of Cornèr Bank Limited, Branch BonusCard (Zurich) February 2022

The present General Terms and Conditions\* («Terms») are applicable to the personal payment cards («card») issued by Cornèr Bank Limited, Branch BonusCard (Zurich) (the «issuer»). They govern the legal relationship between the issuer and the card applicant (hereinafter referred to as «cardholder» «principal cardholder» or «additional cardholder»). The List of Fees as amended shall also form an integral part of these Terms; it may be accessed at any time on the relevant product website.

### 1. General provisions

#### 1.1. Card issuance

Upon acceptance of the card application or through direct delivery by the issuer, the cardholder receives a personal, non-transferrable card issued by name and possibly also an associated, individual PIN code for using the card at automated machines and devices requiring the entry of a PIN («device»). The issuer reserves the right not to mail and/or activate the card and/or the PIN code until a fee has been paid and/or to explicitly have the card activated after receipt by the cardholder. All cards remain the property of the issuer.

#### 1.2. Main and additional cards

Each card is linked to an accounting unit through which all transactions involving associated cards are settled. The principal cardholder (natural person) or a company (cf. clause 1.3) is authorized to dispose of such accounting unit and has extensive rights to inspect and obtain information. A principal cardholder may, together with further applicants, apply for personal, non-transferrable cards («additional cards») that are managed and settled through his accounting unit. Unless explicitly authorized in writing by the principal cardholder, the right to inspect and obtain information from the issuer is limited for an additional cardholder to his own data and transactions. Where an additional card is issued, the principal cardholder and the additional cardholder have unlimited, joint and several liability for all obligations entered into in conjunction with the additional card and the present Terms. In other respects, the same Terms are applicable for additional cards as for principal cards.

#### 1.3. Companies as holders of the account unit («company cards»)

Where the holder of an account unit is a company, the company name will be included on the associated card («company card») in addition to the cardholder's name. The company accepts all obligations vis-à-vis the issuer arising from the use of company cards, irrespective of the internal legal relationship between the company and the relevant company cardholder. The joint and several liability with the company is limited for company cardholders to the obligations arising from the use of his personal, non-transferrable company card and from the present Terms. In other respects, the same terms and conditions are applicable for company cards as for main cards.

#### 1.4. Acceptance of the Terms

In performing one or more of the following actions, the cardholder confirms having read, understood and unconditionally accepted the present Terms:

- a) Signing the card application form
- b) Signing on the card
- c) Money transfer to the accounting unit
- d) Using the card

#### 1.5. Fees, charges and interest

The issuer may levy charges, fees («charges») and interest for the cards, their use and the associated services, and debit such charges to the accounting unit. The cardholder will be informed of these charges in conjunction with the card application and/or in a suitable form and the details of such charges may be inspected at any time on the relevant product website. In the event of premature termination of the card agreement, there is no right to prorated reimbursement of charges already debited. Please note that for transactions that are qualified by Visa and/or Mastercard as «quasi-cash» or «money transfer» transactions (e.g. loading a payment card or wiring money to such card through a card of the issuer), fees will be charged, the percentage of which is constantly updated and indicated in the above mentioned List of Fees, under «Money transfer». For transactions in a currency other than the card currency, the principal cardholder accepts the exchange rate applied

by Cornèr Bank, which may be increased by a processing surcharge.

### 1.6. Card expiry/card renewal

The card together with the associated additional services expires at the end of the month/year shown on the card. If no cancellation is requested (cf. clause 5), a new card will be sent to the cardholder promptly and automatically. The issuer reserves the right not to renew cards without stating reasons.

## 2. Card use

### 2.1. Types of use

The card entitles the cardholder to pay for goods and services at any affiliated merchant worldwide without cash, subject to the individual limits (cf. clause 2.3), and to withdraw cash from automated teller machines (ATMs) in Switzerland and abroad:

- a) by providing a signature – signing the sales slip. The signature must match the signature on the card. The affiliated merchant may request the presentation of an official ID card/passport.
- b) by entering a PIN code in devices.
- c) by giving his name, the card number and the expiry date and possibly the security code shown in the signature field on the reverse of the card, for payment by phone, internet or mail-order.
- d) by simply using the card – without signature, PIN code or other information – at specific automated payment points (e.g. car parks, motorway toll booths or contactless payment).

The cardholder accepts all transactions authorised in this way and/or the resulting claims of the affiliated merchants. At the same time, in using the card, the cardholder irrevocably instructs the issuer to settle the respective claims of the affiliated merchants without further instruction. Furthermore, the cardholder undertakes to settle accrued charges and interest as well as costs incurred by the issuer for services rendered on top of the transactions conducted using all associated cards. The use of the card for illegal purposes is forbidden.

### 2.2. Personal cards on credit basis

The card is activated when the credit balance turns out for the first time to be at least as high as the activation fee. The size of the balance is equal to the in-payments less card turnover and charges. It is not permissible for

the card to be debited beyond the credit balance. In the event of a negative account balance, the cardholder undertakes to ensure that the account is balanced by paying in an appropriate amount immediately. The provisions regarding arrears (cf. clause 4.3) are applicable accordingly in this instance. The credit balance may not exceed the maximum account balance stated on the List of Fees under any circumstances. Where the card has not been renewed and the balance is less than the charge payable, the remaining balance is credited to the issuer.

### 2.3. Limits

The principal cardholder is notified of the respective spending limit in writing when the card is delivered. For stored value (prepaid) cards, the limit corresponds to the present account balance. The issuer may restrict cash withdrawals further within the limit. The cardholder undertakes only to use his card within the bounds of his financial means and within his limit. The currently applicable amount of the limit/balance is shown on the monthly statement. The current balance, cash withdrawal limit or other information can be supplied by the issuer on request. Some information is also viewable at ATM's or online at [www.myonlineservices.ch](http://www.myonlineservices.ch). The use of the card in excess of the respective limit is not permissible. The principal cardholder may request that a monthly, operative limit be set for any additional card. For technical reasons, any such limit will be indicative only, and the principal cardholder will continue to be responsible and liable for any and all amounts spent in excess of such limit by the additional cardholder.

### 2.4. Modifications

The issuer may expand, limit or withdraw the usage possibilities of the card, PIN code and the limit at any time without stating reasons.

### 2.5. Listing of card transactions

All transactions together with any charges payable are listed for the cardholder in a clear form on the monthly statement. In the event of payment by instalments, where permitted by the card, interest is added in accordance with the List of Fees in addition to the outstanding amounts and the new transactions conducted since the last monthly statement.

### 2.6. Non-acceptance

The issuer accepts no responsibility for cases when an affiliated merchant or bank does not accept the card for whatever reason, or when a payment with card cannot be conducted for technical or other reasons. This provision also applies in instances where the use of the card proves to be impossible at a given device or if the card is damaged or rendered unusable by the device. The issuer similarly accepts no responsibility with regard to the additional services automatically made available with the card. Moreover, damages covered by insurance are not assumed by the issuer.

## 3. Responsibility and liability

### 3.1. Duties of care

- a) The card must be signed in the appropriate place by the cardholder immediately upon receipt. The card must be kept in a safe place and protected against unauthorized access.
- b) The card and PIN code should never be kept together. The PIN code should be changed at a device immediately upon receipt or memorized and then destroyed. Under no circumstances should the card and PIN code be given to a third party or otherwise revealed or made accessible, not even to persons claiming to work for Cornèr Bank (including Cornèrcard and BonusCard) or identifying themselves as such. In particular, the PIN code must not be noted on the card (not even in modified form). PIN codes modified by the cardholder must not consist of easily identifiable number combinations (such as telephone number, date of birth, car registration number, etc.). The cardholder will be liable for any and all consequences that may arise from failure to comply with the obligation to safeguard the PIN and/or the card.
- c) Sales slips must be retained. The cardholder should reconcile them with the respective account statements upon receipt. Any discrepancies, especially debits due to a fraudulent use of the card, must be reported to the issuer immediately and announced in writing within 30 days from the date of the monthly statement (considered to be sent on the date of the postmark); otherwise the monthly statement and the purchases/transactions listed therein are deemed approved.
- d) New technologies with regard to a secure payment method must be used by the cardholder, where offered by the affiliated merchant and/or the issuer.

This provision applies specifically to transactions handled over the internet. The cardholder acknowledges that unauthorised access to the end device (namely mobile phones, desktops, other electronic access channels) enables the misuse of 3-D Secure authentication procedures. The cardholder must therefore take and maintain the necessary and appropriate measures to exclude the risk of unauthorised access to the end device and unauthorised use of 3-D Secure. This includes in particular compliance with all duties of care set out in the General Terms and Conditions for Electronic Communication of the issuer (available at any time at [www.myonlineservices.ch](http://www.myonlineservices.ch)) and in the Terms. In particular, the cardholder must protect his end device from access by third parties by means of a password which cannot be easily determined and which he must keep secret, or by means of equivalent technology, and must never leave his terminal device unattended. The cardholder shall keep the original operating system of the end device up to date at all times, shall not carry out any manipulations such as jailbreaking or rooting on the device, shall not deposit any third-party authentication features (e.g. security messages, passwords, etc.) on his end device and shall install the usual security software. The cardholder shall immediately notify the issuer by telephone if he receives a request for release or a mobile transaction number (mTAN) on his end device regarding a transaction that he has not made. In the event of loss of his end device, the cardholder shall immediately inform the issuer and arrange for the blocking of his SIM card and, if possible, also of the end device by the device manufacturer. This obligation also applies in the case of merely suspected loss of the terminal device.

- e) The loss or theft of the card, or suspected fraud, must be reported to the issuer without delay (irrespective of any time difference). In addition, best efforts must be made to help solve the case and minimize the loss. In the event of suspected criminal action, charges should be filed with the relevant police authorities without delay.
- f) The use of an expired, non-renewed, invalid, blocked, terminated or falsified card is forbidden and may be subject to criminal proceedings. The cardholder must render such a card unusable immediately. In particular, the right to use the card number for telephone, mail-order or internet orders ceases.

- g) The issuer must be notified in writing of any changes to the information provided in the card application (name, address, etc.) within 14 days. Until a new address is communicated, notifications by the issuer will be sent to the last known address and will be considered properly delivered.
- h) The issuer should be informed immediately if the cardholder has not received a new card up to 14 days before the old card expires. The old card must be rendered unusable without delay once the new card has been received.

### 3.2. Objections to purchased goods and services

The issuer rejects any liability with respect to the underlying transactions entered into by using the card; in particular, any discrepancies regarding purchased goods or services, including queries, or differences of opinion and claims arising from these legal transactions, must be settled directly and exclusively with the affiliated merchant concerned. When returning goods, the cardholder must request a credit note from the affiliated merchant or an annulment confirmation in the event of annulment. The obligation to pay the bill promptly or the right of the issuer to debit the accounting unit remains in force in any case. The limit shall not be exceeded, even when such excess is due to a contested amount.

### 3.3. Fraudulent card use/liability in the event of card fraud

Should the cardholder comply with the provisions of the present Terms in full, his liability for losses due to fraudulent card use by third parties (whereby relatives and persons living in the same household are not considered third parties) occurring prior to the notification of the loss to the issuer, is limited to a certain amount provided in the List of Fees. Misuse of the card by relatives and/or other persons living in the same household as the cardholder shall always be charged to the cardholder accordingly. As soon as the issuer has been notified of the loss of the card, the cardholder is no longer liable for any fraudulent use by third parties occurring after the time of reporting. If the cardholder has not complied with all aspects of the provisions of the present Terms, he is liable for any losses caused by the use of his card.

## 4. Payment procedures, arrears

### 4.1. Payment procedures

Once a month, the cardholder receives a statement listing all transactions and accrued charges accounted for during the respective accounting period. These are offset in advance by the issuer against any account balance in the cardholder's favour. In the event of an account balance in the issuer's favour, the issuer shall receive not less than the minimum amount defined in the Lists of Fees and indicated on the monthly statement. Cardholder having a card with credit option may use the following payment options:

- Payment of the total amount stated on the monthly statement without deductions.
- Payment in instalments of any amount in excess of the minimum amounts stated on the monthly statement. Annual interest as indicated in the List of Fees is charged on the entire amount outstanding until paid in full to the issuer. The interest according to the List of Fees corresponds to the interest rate determined by the Ordinance of the federal Act on Consumer Credit and can be amended each year. A change of the annual interest will be communicated to the cardholder on the invoice or in another appropriate form. The interest is calculated with effect from the processing date of the relevant transaction and shown separately on the subsequent monthly statement. The interest is debited in addition to the outstanding amounts and any transactions conducted in the meantime, whereby the limit shown in clause 2.3 may not be exceeded as a whole. Any instalment payment is offset against the interest receivable in advance. The cardholder may transfer the entire outstanding amount at any time. No instalment option is granted for the transactions conducted during the first 14 days from receipt of the card in the event of revocation by the cardholder (cf. clause 5). The credit option may be expanded, restricted, not granted or withdrawn by the issuer without stating reasons.

### 4.2. Possible types of transfer

- Payment by means of bank/post transfer
- Direct debit on a bank or post account
- Payment at Cornèr Bank's counters

### 4.3. Arrears

The cardholder is in default without any reminder if he fails to pay the minimum amount shown on the month-

ly statement on time. In this case, the issuer is entitled to demand the full outstanding amount for immediate payment and to charge interest on arrears amounting to the annual interest rate according to the List of Fees (for the determination of the annual interest rate cf. clause 4.1.) from the processing date of the relevant transaction. In the event of payment default, the cardholder is obliged to pay a late payment fee per reminder and to reimburse any costs and expenses incurred by the issuer in the collection of amounts receivable. The conditions for payments, extended payment periods, late payment fees and interest may be modified by the issuer at any time. The current conditions in effect can be found in the List of Fees. The issuer may assign its claims against the cardholder to third parties at any time (cf. clause 6.2). The cardholder consents to existing arrears from earlier/other business relationships between the cardholder and the issuer, or their respective legal predecessor being offset by the issuer against a balance in the cardholder's favour.

### 5. Termination of the agreement; blocking of the card; treatment of assets without contact and dormant assets

The cardholder of cards with credit option has the right within 14 days of receiving the card to withdraw from the agreement in writing. Furthermore, the cardholder or the issuer may, at any time and without stating reasons, block the card and/or terminate the agreement in writing. The issuer accepts no liability whatsoever for any consequences that may arise for the principal cardholder or the additional cardholder as a result of blocking and/or recalling the card. The cancellation of the principal card automatically applies to any additional cards as well. Any credit balance will be credited to the cardholder at a Swiss bank or post account upon written application following deduction of any administrative fees payable. Cancellation (or withdrawal) causes all outstanding amounts to become immediately payable (including charges not yet invoiced) without further notification. The cardholder has no entitlement to prorated reimbursement of annual fees or annual premiums. In case of recurring services and preapproved payments, if the card is cancelled/blocked or the customer no longer desires the service or payment in question, the principal cardholder and the additional cardholder shall inform all affiliated merchants (including mobile payment solution providers) to which the card

has been specified as a means of payment. The issuer reserves the right to provide the authorized affiliated merchants and banks with any information they may require for the purpose of recovering any amount owed directly from the principal cardholder or the additional cardholder. Despite withdrawal/cancellation/block, the issuer remains entitled to charge to the cardholder all amounts for which the cause arose prior to the physical destruction/return of the card (including charges arising from recurring services such as newspaper subscriptions, memberships, online services etc.). If the cardholder wishes to dispense with renewing a card or additional cards, he is obliged to inform the issuer in writing at least two months prior to the card expiry date, otherwise he will be liable for any charges payable. The principal cardholder and/or the additional cardholder shall render useless without delay any expired, replaced, invalid and blocked or cancelled card.

In the case of card relationships without contact or dormant presenting a credit balance, the issuer can continue debiting such costs and fees as are usually charged (e.g. annual subscription fee and address enquiry costs). Moreover, the issuer may also debit its expenses for special handling and treatment of assets without contact and dormant. If such costs and fees exceed the existing credit balance, the Bank may terminate the contractual relationship with the cardholder.

## 6. Data processing/involvement of third parties

### 6.1. Procurement of information

A verification procedure (including an assessment of the credit standing in the case of cards with a credit option) is run based on the information provided by the applicant/cardholder in the card application. The applicant/cardholder confirms that the information provided by him/her in the card application is correct. The applicant/cardholder and, where applicable, his legal representative authorise the issuer to procure any and all information required of the verification of the card application and the execution of the agreement from public offices, his employer, the legal predecessor of the issuer and associated companies, the Zentralstelle für Kreditinformationen (ZEK) and the Informationsstelle für Konsumkredit (IKO) as well as other economic players and any other legally prescribed offices. The issuer is also entitled and authorized to obtain information and to notify the ZEK and, where required by legal provisions, other offices (notably the IKO) in the

event of a card blocking, qualified payment arrears or fraudulent card use. The ZEK and the IKO are expressly permitted to make such data available to their members (consumer credit, leasing or credit card companies; the member list is available on line at [www.zek.ch](http://www.zek.ch)) where is needed to conclude or process a contract with the cardholder. The applicant accepts and agrees that his application may be rejected without giving reasons.

## 6.2. Use and processing of data

The issuer will be entitled to record telephone conversations between it and the principal cardholder or the additional cardholder on quality assurance and security grounds, to store such recordings on data carriers, and to retain these for a period of one year. When the card is used the issuer is only provided with the information it needs to issue a monthly statement to the cardholder. The cardholder is hereby informed that in compliance with the global standard invoices are issued in greater detail for the following four groups of products and services: purchase of petrol, purchase of plane tickets, hotel bills and invoices for the hiring of motor vehicles. The cardholder accepts that data relating to transactions in Switzerland may be transmitted through international credit card networks to the card issuer. The issuer is entitled to commission partner companies in Switzerland or abroad, in particular affiliated companies of Cornèr Bank Group with seat in the European Union to perform all or part of the services pertaining to the contractual relationship, including reward and loyalty programs (e.g. application reviews, card manufacture, card issuance, contract management, online services, payment collections, client communications, credit risk calculations, fraud prevention, charge-back procedures, payment processing, IT) and for the improvement of the risk models used in granting credit limits and fraud prevention. The principal cardholder and the additional cardholder authorise the issuer to provide these third parties with the data necessary for the diligent performance of the tasks assigned to them and, if required, to transmit this data abroad for this purpose. In doing so, the issuer may also pass on personal data of the principal cardholder and the additional cardholder to such partner companies for the processing purposes specified in the Privacy Notice (cf. clause 3 – may be accessed at any time on the relevant product website). The processing of such personal data is carried out in full compliance with the

applicable data protection regulations, namely the Swiss Data Protection Act (DPA) and, to the extent applicable, the European General Data Protection Regulation (GDPR). Monthly statements and all other items of correspondence are printed, packed, and prepared for dispatch by partner companies located in Switzerland that have been entrusted by the issuer with the provision of such services in Switzerland. Accordingly, the issuer or third parties appointed by the issuer may store, process, and use principal cardholder, additional cardholder, and transaction data, in particular for the purposes of marketing, market research, and creating customer profiles. The storage, processing, and use of principal cardholder and additional cardholder data will allow personalized advice, customized offers, and information on the issuer's products and services to be supplied to the cardholder. The cardholder may waive such offers by written declaration. The following data may be processed in particular: information on the principal cardholder or the additional cardholder, card transactions, and any additional or ancillary services. Whenever the principal cardholder and/or the additional cardholder transmit third-party data to the issuer (e.g. information in the payment card application), the issuer assumes that they are authorized to do so and that such data are correct. The principal cardholder and/or the additional cardholder shall inform such third parties of the processing of their data by the issuer. The issuer may at any time offer to assign its right and/or obligations arising from this contract in whole or in part to third parties in Switzerland and abroad or assign them to third parties in Switzerland and abroad. For this purpose, the issuer may make the information and data relating to this contract available to such third parties at any time. If the third parties are not subject to Swiss banking secrecy, transfer will only take place if the recipients of the information and data undertake to keep it confidential and also impose this obligation on any further contractual partners. Insofar as the issuer offers or assigns its rights under the card agreements in full or only to a limited extent to third parties for the purpose of collecting and enforcing claims due under the card agreements, the principal cardholder and the additional cardholder release the issuer from banking secrecy pursuant to Art. 47 of the Swiss Banking Act). The cardholder agrees to such an assignment with discharging effect for the issuer

## 6.3 Disclosure of data to authorities

The principal cardholder and additional cardholder further acknowledge that the issuer is obliged to comply with its statutory and regulatory obligations to provide information and notification and/or to comply with requests for information from Swiss or foreign authorities. To this end, the principal cardholder and additional cardholders release the issuer from banking secrecy pursuant to Art. 47 of the Swiss Banking Act. Additional information on this subject is contained in the privacy policy (cf. clause 4.4 – accessible at any time on the relevant product website).

## 7. Compliance with legal regulations/exchange of information

The principal cardholder acknowledges and accepts that, in the context of his business relationship with the issuer, he alone is obliged to comply with all legal and regulatory provisions, namely those of a fiscal nature, which are incumbent upon him under the law of the country in which his residence or domicile is located or, more generally, under the law of all countries in which he is obliged to pay taxes relating to card balances. The issuer accepts no liability in this regard. In case of doubt in connection with compliance with these obligations, the principal cardholder is requested to consult his professional advisors. The principal cardholder and the additional cardholder acknowledge that the issuer may be obliged to forward information relating to payment cards to the competent Swiss or foreign tax authorities within the framework of agreements concluded by Switzerland with third countries and individual or group requests based thereon, or on the basis of an internationally recognised standard such as that for the automatic exchange of information.

## 8. Further provisions

### 8.1. Amendment of the General Terms and Conditions

The issuer reserves the right to amend the present Terms and the List of Fees (including amendments to the applicable charges, interest and so on) at any time. Amendments must be notified in writing or other appropriate form and are considered accepted if the card is not returned to the issuer prior to the changes taking effect.

### 8.2. Cardholder confirmation

The principal cardholder and the additional cardholder

confirm that the information provided on the Card application form is true and correct. The principal cardholder and the additional cardholder also confirm that they have read and understood the terms set out in these Terms and the List of Fees, and by signing the card application form agree to all the applicable terms. They will receive an additional copy of these Terms together with the card. By signing and/or using the card, the principal cardholder and the additional cardholder confirm that they have also received a copy of the card application form completed by them and agree to keep within the spending limit set for the cardholder by the issuer. Signing and/or using the card is/are further confirmation that the principal cardholder and the additional cardholder have received, read, understood and accepted the Terms and the List of Fees.

### 8.3. Applicable law, jurisdiction

All legal relationships (including all pre-contractual relationships) between the principal cardholder, the additional cardholder and the issuer shall be governed by Swiss substantive law, excluding the conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods, subject to any mandatory provisions of Swiss law. The place of jurisdiction, and in the case of cardholders domiciled abroad also the place of performance, shall be Zurich, subject to mandatory statutory provisions on the place of jurisdiction.

\* The present version of the Terms is a translation of the German version. Accordingly, the English translation serves for information purposes only and in case of contradictions, the German version shall prevail.



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