

# General Terms and Conditions of Cornèr Bank Limited, Branch BonusCard (Zurich) for the Use of Personal Payment Cards.

## Version July 2016

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 cardholder or account-holder. The masculine form has been used to enhance readability, although all provisions apply to all persons equally, irrespective of gender. The List of Fees as amended shall also form an integral part of these Terms; it may be inspected at any time on the relevant product website.

## 1. General provisions

### 1.1 Card issue

Upon acceptance of the card application or on account of 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 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 account-holder. All cards remain the property of the issuer.

### 1.2 Main and additional cards

Each card is assigned to an account through which all transactions involving associated cards are settled. The account-holder is the main cardholder or a company (cf. clause 1.3) and has extensive rights to inspect and obtain information. An account-holder may, together with further applicants, apply for personal, non-transferrable cards ("additional cards") that are managed and settled through his account. Where no power of attorney to different effect has been received from the account-holder, the right to inspect and obtain information from the issuer is limited for a holder of an additional card to his own data and transactions. Where an additional card is issued, the account-holder and the additional cardholder have unlimited, joint and several liability for all obligations entered into in conjunction with the additional card. In other respects, the same Terms and conditions are applicable for additional cards as for main cards.

### 1.3 Companies as account-holders ("company cards")

Where the account-holder 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. 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 applicant/cardholder confirms having read, understood and unconditionally accepted the present Terms:

- a) Signing the card application form
- b) Signing on the card
- c) Paying into the account
- 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 account. The cardholder will be informed of these in conjunction with the card application and/or in a suitable form and they may be inspected at any time on the relevant product website. In the event of premature termination of the agreement, there is no right to prorated reimbursement of charges already debited.

### 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 card acceptance point worldwide without cash, subject to the individual limits (cf. clause 2.3), and to withdraw cash at authorised points and appropriately marked ATMs in Switzerland and abroad:

- a) by providing a signature – signing the sales slip. The signature must match the signature on the card. The acceptance point 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 acceptance points. At the same time, in using the card, the cardholder irrevocably instructs the issuer to settle the respective claims of the acceptance points without further instruction. Furthermore, the account-holder

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 account is activated when the balance is at least as high as the activation fee for the first time. 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 account-holder 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 cardholder is notified of the respective limit in writing when the card is delivered or the limit corresponds to the present account balance in the case of personal, stored value cards on a credit basis. 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 account statement. The current balance, cash withdrawal limit or other information can be supplied by the issuer on request. Some information is also viewable at cash machines or online at [www.myonlineservices.ch](http://www.myonlineservices.ch). The use of the card in excess of the respective limit is not permissible.

### 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 account 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 account statement.

### 2.6 Non-acceptance

The issuer accepts no responsibility for cases when an acceptance point 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.
- b) The card and PIN code should never be kept together. The PIN code should be changed at a device immediately upon receipt or memorised and then destroyed. Under no circumstances should the card and PIN code be given to a third party or otherwise revealed or made accessible. 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.).
- c) Sales slips must be retained. The account-holder 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 account statement (considered to be sent on the date of the postmark); otherwise the account 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 acceptance point and/or the issuer. This provision applies specifically to transactions handled over the internet.
- 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 minimise 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 acceptance point concerned. When returning goods, the cardholder must request a credit note from the acceptance point 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 account 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. 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

The account-holder receives regular account statements listing all transactions and accrued charges. These are offset in advance by the issuer against any account balance in the account-holder's favour. In the event of an account balance in the issuer's favour, the minimum amount shown on the account statement must in all circumstances be paid without deductions by the date given. Account-holders having a card with credit option may use the following payment options:

- a) Payment of the total amount stated on the account statement without deductions.
- b) Payment in instalments of any amount in excess of the minimum amounts stated on the account 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 account 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 account-holder 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. The credit option may be expanded, restricted, not granted or withdrawn by the issuer without stating reasons.

### 4.2. Possible types of transfer

- a) Payment by means of bank/post transfer
- b) Direct debit on a bank or post account

### 4.3. Arrears

The account-holder is in default without any reminder if he fails to pay the minimum amount shown on the account 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 from the processing date of the relevant transaction. 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. In the event of payment default, the account-holder is obliged to pay a flat 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. The issuer may assign his claims against the cardholder to third parties at any time. The account-holder consents to existing arrears from earlier/other business relationships between the account-holder and the issuer, or their respective legal predecessor being offset by the issuer against a balance in the account-holder's favour.

## 5. Termination of the agreement

The holder 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 cancellation of the main card or account automatically applies to any additional cards as well. Any credit balance will be credited to the account-holder 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. Once cancellation (or withdrawal) has taken place, the card (complete with any additional cards) must be rendered unusable or returned to the issuer unprompted and without delay. 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.

## 6. Data/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 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 of data

When the card is used the issuer is only provided with the information it needs to issue an invoice 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 cardholder permits the issuer and the companies contractually linked to the issuer to use his data from use of the card (information on the cardholder, card transactions and additional services) for the purpose of processing all services in connection with the selected product and for marketing purposes. All data is processed in a confidential manner, diligently and according to its intended purpose; no data is transferred beyond the contractual partners of the issuer or made available to third parties; all data is kept only insofar and as long as necessary for the provision of services or as required by applicable law. The cardholder may be offered exclusive, special products and services on account of this data. The cardholder may refuse to receive such offers by issuing a written declaration to this effect. The issuer is also entitled to call in third parties in Switzerland or abroad to fulfil its functions notably with regard to the handling of the card relationship and the processing of the card transactions where this is permitted by Swiss law and in particular where appropriate data protection is guaranteed. The cardholder agrees that the issuer may make any and all data to which it has access available to third parties at home and abroad, to the extent necessary for the assigned duties to be performed properly.

## 7. Further provisions

### 7.1 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.

### 7.2 Transfer by the issuer

The issuer may transfer the present agreement complete with all rights and obligations, as well as individual rights and/or obligations arising from the present agreement, to third parties at home and abroad at any time. The cardholder declares his acceptance of such transfer with discharging effect for the issuer.

### Applicable law, jurisdiction

The present agreement is governed by Swiss substantive law. The competent jurisdiction, as well as the place of performance and execution for cardholders domiciled outside of Switzerland, is Zurich, subject to compulsory legal jurisdiction regulations. The German version shall prevail over its English translation in case of contradictions or in any legal respect.