

General Conditions for the use of credit cards Gold International of Viseca Card Services SA

These provisions apply to MasterCard and VISA Card Gold International credit cards (hereinafter referred to as the "card(s)") issued by Viseca Card Services SA (hereinafter referred to as the "Issuer"). The cards are issued in the form of a primary card bearing the name of the applicant, or in the form of an additional card, if such a facility is included in the product offered by the Issuer, bearing the name of another person living in the same household as the primary cardholder. Both primary and additional cardholders are hereinafter referred to as the "Cardholder".

1. ISSUING OF CARD, VALIDITY, RENEWAL AND RECALL

1.1 Acknowledgement of the General Conditions

By signing and/or using the card, the Cardholder confirms that he/she has acknowledged and accepted the General Conditions for the use of Viseca Card Service SA credit cards.

1.2 Issuing of card, PIN code, change of PIN code, ownership

Once the application has been accepted by the Issuer, the applicant will receive a personal, non-transferable card and, upon request, a personal identification code (also known as a "PIN code") for use of the card at cash dispensers (ATMs). This PIN code may be changed at any cash dispenser machines in Switzerland and in the Principality of Liechtenstein. Each card issued remains the property of the Issuer.

1.3 Card expiry and replacement

The card expires at the end of the month/year embossed on it. Upon expiration of the card, it must be immediately rendered unusable. Unless otherwise instructed, the Issuer will automatically provide the Cardholder with a new card before the expiry date on the card, and the annual fee will be debited to the Cardholder's account. The Issuer may charge a replacement fee (currently CHF 20) for issuing a replacement card, but not for renewing a card after it has expired.

1.4 Termination of the contractual relationship

If the Cardholder does not wish to receive a new card, he/she may communicate this in writing to the Issuer at any time. The Cardholder reserves the right to terminate the contractual relationship at any time, without providing any reasons. The Issuer reserves the right to terminate the contractual relationship at any time without providing any reasons, to decline to renew and/or replace a card, and to block and/or recall any card. The contractual relationship for any additional card(s) may be terminated in writing by the primary or by the additional Cardholder. When the primary card expires, the additional card also becomes invalid. When a card is recalled by the Issuer or returned by the Cardholder, any amounts charged shall immediately become due for payment. Any amounts that have not yet been invoiced shall become due immediately upon receipt of the invoice. Any card recalled by the Issuer must be immediately rendered unusable, and returned to the Issuer. If a card has been issued by a bank, both the bank and the Issuer shall be entitled to have the card blocked, in particular, if the banking relationship is terminated, or for reasons of creditworthiness.

1.5 Refund of the annual fee, bonus points and credits

Any premature recall or return of the card shall not entitle the Cardholder to a refund of the annual fee. The Cardholder shall not be entitled to claim any outstanding refunds or bonus point credits.

2. USE OF THE CARD(S)

2.1 Type of transactions

At organizations which accept MasterCard or VISA Card for payment (hereinafter referred to as "Acceptance Points"), the card entitles the Cardholder to pay for goods and services within the purchasing limit set by the Issuer, as follows:

- with his/her signature;
- with his/her PIN code;
- by purchasing goods and services on the basis of orders placed by telephone, over the Internet, by correspondence, as well as in all other cases where the Cardholder waives personal authorization of the sale, and the transaction is conducted solely by providing the name of the Cardholder, the card number and expiry date and, if required, the card verification value indicated on the signature strip.

2.2 Authorization by signature

When paying for goods and services and/or withdrawing cash, the Cardholder will be provided with a sales slip generated manually or electronically, which he/she must verify and approve with his/her signature. The signature must match the one on the card. The Acceptance Point may request the Cardholder to present official identification. The Cardholder must retain the sales slip.

2.3 Cash withdrawals

The Cardholder may use the card to withdraw cash at authorized banks and from appropriately designated cash dispensers in Switzerland and abroad. For cash withdrawals from an ATM, a commission of currently 2.5% of the amount withdrawn will be charged (min. CHF 5 for withdrawals in Switzerland and CHF 10 for withdrawals abroad). For cash withdrawals at bank counters in Switzerland and abroad, a commission of currently 4% of the amount withdrawn will be charged, subject to a minimum charge of CHF 10.

When the card is issued by a bank, this bank may allow the card to be used as an ATM card, with cash withdrawals being debited directly to the Cardholder's bank account (see Section 9).

2.4 Statement of card transactions

The Cardholder will receive a monthly invoice showing the card transactions conducted, together with the date, the name of the Acceptance Point and the amount of the transaction in the card currency and/or the transaction or exchange currency.

2.5 Conversion of foreign currencies

When the card is used for transactions in foreign currencies, the Cardholder agrees to a processing charge not exceeding 1.5% of the total amount of foreign currency converted. The conversion into the card currency will be based on the rate of exchange in effect on the date of international processing of the relevant transaction.

The card shall be processed and invoiced as a foreign currency card in the agreed currency. If the card is used in Switzerland or the Principality of Liechtenstein, conversion into the agreed currency shall be based on the rate of exchange in effect on the date that the relevant transaction is processed. If the card is used abroad, conversion into the agreed currency shall be based on the rate of exchange in effect on the date of international processing.

2.6 Recognition of claims

By signing a sales slip or using his/her PIN code, the Cardholder recognizes and accepts the financial claim of the Acceptance Point. The Cardholder thereby explicitly and irrevocably instructs the Issuer to settle the amounts with the Acceptance Point.

2.7 Limitation or expansion of card use

Use of the card and the PIN code, as well as the purchasing limit, may be increased, limited or cancelled at any time. The purchasing limit may be requested from the Issuer.

3. LOSS, THEFT AND MISUSE OF THE CARD

Should the card be lost or stolen, or should there be any other possibility of its misuse, the Cardholder must **immediately notify +41 44 200 83 83 (24-hour service)**.

4. CARDHOLDER'S DUTY OF CARE

The Cardholder has the following duties of care:

4.1 Signature

The card must be signed on the reverse with a ballpoint pen immediately upon receipt.

4.2 Safekeeping

The card is to be kept in a secure location at all times. Except for presentation for payment as provided for in these General Conditions, the card must, in particular, not be handed over to third parties or be otherwise made available to unauthorized persons.

4.3 Keeping the PIN code secret

If the card is provided with a PIN code, the cardholder must keep it secret. The PIN code must not be passed on to third parties or recorded, even in encrypted form. When changing a PIN code, the Cardholder must not select any personal combination that is easily detectable, such as telephone numbers, dates of birth or car license plate numbers.

4.4 Verification of the monthly invoice and report of misuse

If any misuse or other irregularities are detected, in particular on the monthly invoice, they must be reported to the Issuer by telephone immediately upon discovery. In addition, a written complaint must be submitted within 30 days of the date of the corresponding monthly invoice, otherwise the monthly invoice or account statement shall be deemed to have been accepted by the Cardholder. Should a loss or damage claim form be sent to the Cardholder, it should be completed, signed and returned to the Issuer within 10 days of receipt. In the event of any loss or damage due to fraud, the Cardholder should file a criminal complaint with the competent police authority, and request a copy of the complaint.

4.5 Change of address

The Issuer must be immediately notified in writing of any changes to the details provided on the application form (in particular name, address and account details). Until notice of a change of address is received, the Issuer may send any correspondence with full legal effect to the last known address.

4.6 Subscriptions and the Internet

Any recurring services paid with the card (e.g. newspaper subscriptions, memberships, online services) must be cancelled by the Cardholder directly with the Acceptance Point, if and when these are no longer required. If the card relationship is terminated, the method of payment for all such recurring direct debits must be changed.

4.7 Secure payment transactions on the Internet

Should a secure method of payment (e.g. "Verified by VISA" or "Secure Code") be provided by the Acceptance Point, the Cardholder is required to make use of such transaction method.

4.8 Renewal

If the Cardholder has not received his/her new card at least 10 days prior to the expiry of his/her current card, he/she should report this immediately to the Issuer.

5. RESPONSIBILITY AND LIABILITY

5.1 Release upon compliance with the General Conditions

If the Cardholder fully complies with the present General Conditions, and if the Cardholder is otherwise not at fault, the Issuer shall bear all loss or damage incurred by the Cardholder as a result of misuse by third parties (without any costs to the Cardholder). This includes loss or damage as a result of forgery or falsification of the card. Third parties do not include the Cardholder, his/her spouse, or any persons living in the same household. Any loss or damage which is covered by insurance, and any consequential loss or damage of any kind, will not be borne by the Insurer. Upon receipt of compensation for any loss or damage, the Cardholder shall be deemed to have assigned his/her financial claims for the loss or damage to the Insurer.

5.2 Breach of the duty of care

Any Cardholder who fails to exercise due care shall be unconditionally liable for any and all loss or damage due to misuse of the card, until the use of the card is effectively blocked.

5.3 Exception for use of the card at an ATM

For use of the card as an ATM card to direct debit a bank account, the provisions set out in Section 9 shall expressly apply instead of the foregoing provisions respecting release from liability.

5.4 Transactions conducted using the card

The Issuer accepts no liability for any transactions conducted using the card. In particular, any complaints concerning goods purchased or services rendered, and any other disputes or claims arising from such legal transactions, shall be settled by the cardholder directly with the Acceptance Point. The full amount of the monthly invoice must, however, be paid.

5.5 Liability upon non-acceptance of the card

The Issuer and the referring bank accept no liability in cases where an Acceptance Point or a bank refuses to accept the card for any reason whatsoever, or when payment with the card cannot be effected for technical or other reasons. The same shall also apply in cases where the card cannot be used at an ATM, or if the card is damaged or rendered unusable by an ATM.

5.6 Use of the PIN code

Use of the card with the corresponding PIN code shall be deemed to have been effected by the Cardholder. Any risks arising from misuse of the card with the corresponding PIN code shall in such cases be borne by the Cardholder.

5.7 Telephone, Internet or correspondence purchases

Any loss or damage arising from purchases or services contracted over the telephone, the Internet or through correspondence, and paid for using the card, will only be borne by the Issuer if such loss or damage was not caused by a lack of authorization, i.e. by persons connected with the Cardholder (e.g. family members), and/or through insufficient understanding of the relevant system.

5.8 Additional cards

When an additional card is issued, the primary Cardholder and the additional Cardholder shall be jointly and severally liable to an unlimited extent for all obligations arising from the use of the additional card.

5.9 After card recall

The Issuer accepts no liability for loss or damage caused by the Cardholder which may arise from any use of the card after the Issuer has recalled the card, or it has been returned by the Cardholder. In particular, the right to use the card number for telephone, mail or Internet orders shall lapse. The Cardholder shall be fully liable for any resulting loss or damage.

6. METHODS OF PAYMENT

6.1 Options available and description

The Cardholder shall receive a monthly invoice, and depending on the card application, may choose between the following payment options:

- payment of the entire amount of the invoice (free of interest charges) within 15 days of the invoice date;
- payment in three installments within a maximum of 90 days of the invoice date, with the following minimum payments each month: at least 33% of the amount of the transactions conducted in the particular month, with a minimum of CHF 100, plus fees. **All original charges from the first invoice period shall become due for payment on the due date of the third installment.** All installments must be paid within 15 days of the invoice date;
- installments over several months: if the Issuer offers the option of installment payments over a number of months, the Cardholder may only make use of the installment payment option after signing a special credit agreement, and after receipt of same by the Issuer.
- direct debit: direct debiting of the bank or postal account indicated in the card application form or in any subsequent notice from the Cardholder. No interest will be charged on amounts paid by the date indicated on the monthly invoice. If the card has been issued by a bank, that bank may limit the payment option to d).

If any payment pursuant to a) or d) is in arrears, or if the Cardholder chooses to make payment by installments in accordance with b), interest to a maximum of 15% per annum shall accrue on the entire outstanding amount due until full payment has been made to the Issuer. Interest shall be charged as of the invoice date, and shown separately in the following monthly invoice, and debited together with the unpaid outstanding amount from the previous monthly invoice and any new charges since that invoice. For payment of the subsequent monthly invoice, the Cardholder may again choose to use the payment options pursuant to a) and b). Any installment payments made will first be applied to any outstanding interest. The Cardholder may repay the entire outstanding amount at any time.

6.2 Solvency

The Cardholder undertakes to use the card only to the extent that he/she is in a position to pay the monthly invoices on time.

6.3 Exceeding the purchasing limit

The unsettled portion of any monthly invoice, including any new charges effected using the card, may not exceed the agreed purchasing limit.

6.4 Failure to pay and default

If no payment is made by the date indicated on the monthly invoice, or a payment is less than the minimum amount required, the entire outstanding amount (including interest charges) shall become due and payable, and the Issuer shall be entitled to demand full payment with immediate effect, and to block the card and demand its return. The Cardholder shall be in default without any further reminder, and shall have to pay default interest of up to 1.25% per month on the amount of the monthly invoice as of the first day following the date of such monthly invoice. In case of default, the Issuer shall be entitled to charge a maximum of CHF 20 on all subsequent invoices until the outstanding amounts have been paid in full.

6.5 Reimbursement of additional expenses

The Cardholder shall also be obliged to reimburse the Issuer for any additional costs incurred in the collection of outstanding claims under this contractual relationship.

6.6 Assignment of claims

The Issuer may assign its claims to a third party at any time. The Cardholder is to be notified of any such assignment.

7. ACCESS TO ELECTRONIC SERVICES

The Cardholder may obtain access to the electronic services provided by the Issuer upon authorization through the access verification procedures recognized by the Issuer.

8. ADDITIONAL PROVISIONS

8.1 Amendments to the General Conditions

The Issuer hereby reserves the right to amend these General Conditions, and all other conditions, at any time. Such amendments must be communicated to the Cardholder in writing, and shall be deemed to have been accepted, unless the Cardholder returns the card to the Issuer within 30 days.

8.2 Obtaining information and documents

The Issuer shall be authorized to gather all necessary information in connection with the issuing and use of the card, e.g. from employers, banks, external credit bureaus, government agencies and the Swiss Central Credit Information Office (Zentralstelle für Kreditinformation, hereinafter referred to as the "ZEK") or any other offices provided for by law, and to report to the ZEK or any other offices provided for by law any blocking of the card due to a default in payment or misuse of the card. The Cardholder hereby recognizes the right of the ZEK to make such data available to its members. The Issuer shall be entitled, but not obliged, to record telephone conversations. All information will be treated in confidence.

If a bank has issued the card, the Cardholder authorizes this bank to provide to the Issuer, at its request, any information and documents that are required to properly identify the Cardholder or determine the beneficial owner of the assets processed through the credit card in accordance with the relevant money laundering provisions, and the bank shall be authorized to communicate this information and transmit these documents to the Issuer.

8.3 Third-party service providers

The Issuer shall be authorized to commission fully or in part third parties in **Switzerland and abroad** to process the credit card application, as well as to handle and process the card relationship and all card transactions. The Cardholder authorizes the Issuer to make available to these third parties all data in its possession to the extent that same is necessary to process the card application, as well as to handle and process the card relationship and all card transactions, and for this purpose, to also transmit this data abroad. In the event that the Issuer operates specific card programs in conjunction with third parties, the Cardholder authorizes the Issuer to make this data available to these third parties to implement the card programs (including loyalty programs) operated with these third parties, as well as to the partners of these third parties. If the third parties are not governed by Swiss bank/client confidentiality, data will only be disclosed if the recipients undertake to maintain confidentiality and, in turn, ensure that this obligation is binding upon any further contracting parties.

9. USE OF THE CARD AT AN ATM WITH DIRECT DEBITING

9.1 Approval

If a bank (hereinafter referred to as the "Bank") that has issued a card and is described on same, allows the card to be used at an ATM to direct debit withdrawals from a bank account, the following provisions shall apply.

9.2 Restrictions

The use of the card as an ATM card shall be restricted to Switzerland and the Principality of Liechtenstein. The Bank may additionally restrict the use of the card to Swiss francs only.

9.3 Use

The card may be used with the PIN code to withdraw cash at appropriately designated ATMs.

9.4 Debiting of such cash withdrawals

All cash withdrawals will be debited to a bank account designated on the card application form or in any other subsequent notice from the Cardholder.

9.5 Debit notes

The cash withdrawals will not be shown on the Issuer's monthly invoice for the card, but will appear on the Bank's monthly statement.

9.6 Charges

The Bank may charge fees for allowing the card to be used as an ATM card with direct debiting, as well as for the processing of any transactions thus conducted. The Bank will give notice of such fees in an appropriate form. These fees will be debited to the bank account designated in the card application form or in any other subsequent notice from the Cardholder.

9.7 Duty of coverage and cash withdrawal limit

If the card is allowed to be used as an ATM card with direct debiting, it may only be used when and if there is a sufficient coverage of funds (in the form of a credit balance or approved line of credit) in the bank account designated in the card application form or in any other subsequent notice from the Cardholder. A specific cash withdrawal limit will be fixed for the card. The same cash withdrawal limit shall also apply to each additional card issued that is authorized to make cash withdrawals debiting the bank account designated in the card application form.

9.8 Card misuse

The same provisions shall apply as set out in Section 3.

9.9 Misuse and liability for loss or damage

The same provisions shall apply as set out in Section 5, with the addition of the following provisions: if the Cardholder fully complies with the present General Conditions (in particular with the duty of care), and if the Cardholder is otherwise not at fault, the Bank will bear all loss or damage incurred by the account holder as a result of misuse of the card as a direct debit ATM card by third parties.

9.10 General Conditions of the Bank

In all other respects, the General Conditions of the Bank shall apply.

10. PROCESSING OF CREDIT CARD DATA

The Issuer shall be entitled to communicate client and card data, as well as cumulative turnover figures, to the referring bank. Any transaction data (data respecting purchasing and cash withdrawal details) shall be expressly excluded from this. The Issuer is furthermore authorized to process data in connection with the issuing and use of the card (such as turnover and transaction data) in order to develop products and services in which the Cardholder may be interested, and to offer such products and services to the Cardholder.

11. APPLICABLE LAW

The legal relationship of the Cardholder to the Issuer in connection with the use of the card shall be governed by **Swiss law**. The place of performance, place of jurisdiction, and place for debt collection for Cardholders resident abroad, shall be **Zurich**.

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