



Swisscard App Terms of Use

Swisscard AECS GmbH • P.O. Box 227 • CH-8810 Horgen
Cards, issued by Swisscard AECS GmbH

Swisscard App Terms of Use

1. Object

1.1 The Swisscard App (hereinafter "**App**") of Swisscard AECS GmbH (hereinafter "**Issuer**") grants the holder of a principal or additional card issued by the Issuer (hereinafter "**Client**") access to specific services of the Issuer.

1.2 The present "Swisscard App Terms of Use" (hereinafter referred to as "**Terms of Use**"), as part of the contractual relationship between the Client and the Issuer, regulate their relationship with regard to the App. They can be accessed during any online use of the App. The Terms of Use are valid in addition to the other applicable provisions governing the contractual relationship between the Issuer and the Client, especially the "Terms and Conditions of Use for Charge and Credit Cards of Swisscard AECS GmbH" (hereinafter "**GTCs**") and the Swisscard Login Terms of Use. In the case of any contradictions between the GTCs and the present Terms of Use, the present Terms of Use shall have priority.

2. Registration and Login

2.1 The Client can download the App in the App Store from Apple and in the Play Store from Google and install it on his/her mobile device (hereinafter "**Device**") The operating system versions and Device versions supported by the App will be displayed to the Client before downloading the App, either in the App Store or in the Play Store.

2.2 Swisscard Login, a service from the Issuer for authenticating the Client, will be used at initial registration for the App and at each login for using the App. Use of Swisscard Log-in is subject to its own terms of use (hereinafter "**Swisscard Login Terms of Use**").

2.3 At initial registration for the App or at initial use of new versions of the App, it may in some circumstances be necessary to enter a code sent to the Client by the Issuer via Short Messaging Service or push message or in another way (hereinafter "**mTAN**"). Logging in always requires entry of a personal identification number (hereinafter "**App PIN**") or scan of a fingerprint or use of another means provided for by the Issuer.

3. General security notices and duties of care

3.1 The Client acknowledges that unauthorized access to the App enables abuse of the services available through the App. The Client shall therefore take and maintain necessary and appropriate measures to exclude the risk of unauthorized access to the App or unauthorized use. **This particularly includes compliance with all duties of care set forth in the present Terms of Use (particularly in Sections 3.2 and 4), in the GTCs, and in the Swisscard Login Terms of Use.**

3.2 The Client is, in particular, obligated to only use the latest version of the App. The App must be uninstalled prior to transferring the Device to a third party.

3.3 The Client is in particular subject to the following duties of care with respect to the App PIN: He/she:

- a) Shall select an App PIN that does not consist of an easily ascertainable combination and is not identical with the password used to access the Device;
- b) Has a duty to keep the App PIN secret, and to refrain from noting it down in written form or electronically, neither fully nor in an altered form, nor in encrypted or unen-cripted form. The Client shall also refrain from giving the App PIN to a third party (including to staff members of the Issuer) or from making it accessible to third parties in any way;

c) Shall immediately change his/her App PIN and notify the Issuer when there is reason to believe that a third party has obtained knowledge of the App PIN;

d) Shall immediately change his/her App PIN upon request of the Issuer;

e) Shall ensure that he/she is not observed when entering the App PIN.

3.4 Even with state-of-the-art security precautions, absolute security cannot be guaranteed on the part of either the Issuer or the Client. In particular, the Client acknowledges the following risks:

a) Because of insufficient knowledge of the system on the part of the Client and lack of security precautions (e.g. failure to log out after use of the App, loss of Device, lack of security software), third parties could gain unauthorized access to the App or could surreptitiously obtain information, including the Login Data;

b) Network operators (e.g. mobile service providers, Internet or SMS providers) could create a usage profile for the Client;

c) Third parties could gain undetected access to the Device during use of the App;

d) Data security measures could be switched off or circumvented if restrictions of the Device's operating system are circumvented ("unlocking," "jailbreaking," or "root-ing").

4. Use

4.1 General provisions for using the App

4.1.1 The App may only be installed on Devices that belong to the Client or over which he/she has longterm sole disposition.

4.1.2 The App provides the Client with technical access to the Issuer's functionalities and services listed in these Terms of Use (particularly Section 4.2 f.) (hereinafter the "**Services**"). **Anyone who logs in pursuant to these Terms of Use shall be regarded by the Issuer as an authorized party for use of the App and the Services. The Client acknowledges that actions of persons who log in pursuant to these Terms of Use shall be attributed to the Client.**

4.1.3 Principal and additional cardholders can use the App. However, to additional cardholders the use of Services may be unavailable or available to a limited extent only.

4.1.4 Services may be unavailable, available with restrictions, or only available for a fee, depending on the card product or Device.

4.1.5 In the App settings, the Client can switch the fingerprint logon on and off, change the App PIN, and change settings for balance or transaction notifications (hereinafter "**Balance/Transaction Notification**"). The Client can use the Balance/Transaction Notification to specify a notification amount (e.g., a balance amount or a transaction amount). Each time a transaction exceeds the notification amount, the Client is informed that the notification amount has been exceeded (including any communication of additional information such as the current spending balance for the relevant card account) via SMS sent to the Client's mobile telephone number as filed with Swisscard or by push message.

The notification amount refers to the card account, i.e., all cards registered under a specific card account (principal and additional cards). **The Balance/Transaction Notification (including any communication of additional information such as the spending balance) generally does not reflect all transactions in real time, is not legally binding, and may differ from the actual spending balance. Only invoices delivered to the Client in paper form or electronically pursuant to the Issuer's provisions (including the spending balances listed therein) shall be considered binding for the spending balance and the in-voices within the meaning of the GTCs.**

4.2 Transaction summary and information with regard to monthly invoices and the card relationship

4.2.1 The App may display transactions from current and past billing periods for all Client cards (i.e., particularly cash withdrawals and payments including the amount of the specific transaction and the name of the dealer involved) as well as information on monthly invoices of former billing periods (e.g., invoice date, balance on billing date, minimum payment amount, payments made by the Client). In addition, the Issuer may display additional information on the card relationship, such as the applicable spending limit, the remaining amount for additional transactions, and information on loyalty and bonus programs (e.g., information on the number of loyalty/bonus points credited to the Client).

4.2.2 The information pursuant to Section 4.2.1 is not legally binding and is generally not displayed in the App in real time. Only invoices delivered to the Client in paper form or electronically pursuant to the Issuer's provisions shall be considered binding within the meaning of the GTCs.

4.3 Expense Tracker

The Client has the opportunity – for an overview and budget planning, for instance – to assign the individual transactions to categories that can be defined through the App. Such categorization will not be used by the Issuer for other purposes nor disclosed to third parties. The categories and the corresponding listings of transactions will be displayed to the Client in the App and cannot be exported from it.

5. Fees

5.1 The Issuer is authorized to introduce fees for use of the App and/or the Services or to modify their amount. Any fees are listed in the Schedule of Fees or will be communicated to the Client in another suitable manner (e.g., within the App).

5.2 Downloading and using the App may incur fees for the transmission or receipt of data (e.g., SMS, Internet connection) through the Device. These fees are based on the Client's contract with his/her mobile service provider and are generally higher when the Client is outside of Switzerland during such use. Restricted use of the App is also possible offline.

6. Warranty and Liability

6.1 The Issuer assumes no responsibility for the continued availability of the App and the Services. The Issuer assumes no responsibility for network operators (e.g., Internet providers, mobile service providers), for the manufacturers of the Client's Devices and the software operated on it, or for other third parties. Furthermore, the Issuer assumes no responsibility for the accuracy, precision, reliability, completeness, confidentiality, and transfer time of all electronically transmitted data.

6.2 Subject to the reservation of legal or contractual liability for damage caused by gross negligence or wrongful intent, the Issuer excludes any and all liability for damages as a consequence of using the App or the Services and for damages as a consequence of permanent or temporary unavailability of the App or Services.

6.3 The liability provisions according to Sections 8.2 to 8.4 of the GTCs remain valid.

7. Intellectual Property Rights

7.1 All intellectual property rights in connection with the App and the Services remain with the Issuer or the licensors of the Issuer. The Client receives a non-exclusive, non-transferable, and revocable license to use the App and the Services according to these Terms of Use.

8. Data Protection and Confidentiality

8.1 The Client acknowledges that by registering and using the App, third parties (e.g., Apple or Google) may in some circumstances be able to infer that a customer relationship exists with the Issuer, and that data necessary for registering and using the Service will be transmitted using an open, publicly accessible network (e.g., Internet, SMS), among others, and may be transmitted worldwide. In principle, the individual data packets will be transmitted in encrypted form (except for the SMS texts). However, the sender and recipient remain unencrypted in all cases. Therefore, third parties could infer the existence of current or future card relationships or other business relationships.

8.2 Furthermore, even if the sender and recipient reside in the same country, data transfer across such networks frequently also occurs via third countries, i.e. including countries that do not offer the same level of data protection as that offered by the Client's country of domicile. Data may be lost during transmission or may be intercepted, manipulated, and misused by third parties, and the sender's identity may be simulated or manipulated.

8.3 **The Client expressly agrees that the Issuer may use electronic means of communication, including**

the Internet, e-mail, and SMS, for the communication with the Client that is necessary within the framework of using the App.

8.4 **The provisions in this Section 8 of the Terms of Use shall apply as a supplement to Section 11 of the GTCs.** Additional provisions on data protection and confidentiality apply pursuant to Section 0 of the Terms of Use.

9. Other Provisions

9.1 The Issuer reserves the right to temporarily or permanently restrict or cease operation of the App or individual Services for all or for individual Clients or Client groups in whole or in part, at any time and without prior announcement. The Issuer is further entitled to adjust the functional scope of the App at any time (to expand or restrict it). In case of an adjustment, further use of the App can be made dependent on consent to new or amended Terms of Use.

9.2 The Client acknowledges that the use of the App abroad may violate provisions of foreign law under certain circumstances. The Client is responsible for obtaining information in this regard. The Client further acknowledges that import and export restrictions may exist for the encryption algorithms, which he/she may violate under certain circumstances if he/she uses the App outside of Switzerland. In case of doubt, the Client must refrain from using the App abroad. The Issuer declines any liability in this respect, subject to Section 6.2.

9.3 If the Client uses the App on an Apple Device, the Client additionally acknowledges the following provisions from Apple:

- a) Apple is not obligated to provide maintenance and support services with respect to the App. Apple excludes any warranty in connection with the App to the extent permitted by law. Apple is subject to no liability vis-à-vis the Client or third parties in connection with the App, including for (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, (iii) claims arising under consumer protection or similar

legislation. In the event of any third party claim that the App or the use of the App infringes a third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- b) The Client represents and warrants that the Apple Device is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that the Client is not listed on any U.S. Government list of prohibited or restricted parties.

9.4 These Terms of Use may be updated or changed at any time. Every change shall be brought to the attention of the Client in an appropriate manner (e.g. notice with-in/through the App). If such changes have not already been accepted directly with-in/through the App, they shall be regarded as approved in the absence of a written objection within a reasonable period from their announcement, and in any case with the next use of the App after the effective date of the change. The Client shall ensure that he regularly reads the current version of the Terms of Use.

9.5 If a Client notifies the Issuer for the purpose of card blocking and a card is consequently blocked, Services will no longer be possible with regard to this card.

9.6 The Issuer can be reached using the following information:
Company Name and Address: Swisscard AECS GmbH, PO Box 227, 8810 Horgen, Switzerland
www.swisscard.ch

9.7 Applicable law and place of jurisdiction conform to the provisions of the GTCs.

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