

# General Terms and Conditions



Private

**WISECA**  
card services



An Aduno Group company  
[www.aduno-gruppe.ch](http://www.aduno-gruppe.ch)



# CONDITIONS FOR THE USE OF THE CREDIT AND PREPAID CARDS ISSUED BY VISECA CARD SERVICES SA

These present conditions apply to credit and PrePaid 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, if such a facility is included in the product offered by the issuer, in the form of an additional card bearing the name of a partner, family member or friend of the primary cardholder or bearing the name of the applicant. All such persons are hereinafter referred to as the "cardholder".

## 1. BEGINNING/TERMINATION OF CONTRACTUAL RELATIONSHIP

### 1.1 Acknowledgement of the conditions

By signing and/or, at the latest by using the card, the cardholder confirms that he/she has acknowledged and accepted these present conditions as well as the fees applicable at the time of using the card.

The holder of the additional card authorises the holder of the primary card to make and receive all communications regarding the additional card on behalf of the holder of the additional card.

The issuer reserves the right to change these conditions as well as all other terms (in particular fees and card services) at any time. The cardholder will be notified of such changes at least 30 days in advance by appropriate means. Changes are deemed accepted unless the cardholder terminates the contract in writing before the changes enter into force.

### 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 a personal identification code (hereinafter referred to as a "PIN code") for the use of the card. This PIN code may be altered at dedicated ATMs in Switzerland. Each card remains the property of the issuer.

### 1.3 Card expiry and replacement

The card expires at the end of the month/year stated on it and, upon expiration of the card and/or receipt of a replacement card or a new card, must immediately be rendered unusable. Unless otherwise instructed, the issuer will automatically provide the cardholder with a new card before the expiry date stated on the card.

### 1.4 Termination of the contractual relationship, blocking the card

The cardholder has the right to terminate the contractual relationship in writing at any time without stating reasons. If the primary card is terminated, all additional cards, if any, shall be deemed to have been terminated automatically. Additional cards can be terminated by the holder of the primary card as well as by the holder of the additional card. The issuer reserves the right to terminate the contractual relationship at any time without stating reasons, to decline to renew and/or replace a card, and to block and/or recall any card. The holder of the primary card can ask to block the primary card as well as the additional card(s); the holder of the additional card can only ask to block the additional card. On the termination of the contractual relationship or when a card is recalled by the issuer or returned by the cardholder, any amounts charged on the monthly invoices shall become immediately due for payment. Any amounts that have not yet been invoiced, shall become due for payment immediately upon receipt of the invoice. The cardholder hereby undertakes to render any cards recalled by the issuer unusable upon termination of the contract. Despite termination or blocking, the issuer shall be entitled to charge the cardholder all amounts which are deemed authorised by the cardholder after the termination or blocking (including debits from recurring services such as newspaper subscriptions, membership contributions and online services).

### 1.5 Annual fee

The annual fee is due in advance. Termination of the contractual relationship or premature recall or return of the card will not entitle the cardholder to a refund of the annual fee.

## 2. USE OF THE CARD(S)

### 2.1 Authorisation

The card entitles the cardholder to pay for goods and services within the limit set by the issuer at organisations which accept MasterCard or Visa for payment (hereinafter referred to as "acceptance points"), as follows:

a) with his/her signature; when paying for goods and services and when withdrawing cash, the cardholder will be presented with a manually or electronically produced transaction receipt which he/she shall verify and authorise by signing it. The signature must match the signature on the card. The acceptance point may ask for an official document. It is for the cardholder to keep the transaction receipt;

b) with his/her PIN code;

c) on the basis of personal authorisation other than the cardholder's signature or PIN code, in particular by using a 3-D Secure Password with personal message or other means of identification (see the specific provisions governing online services in Section 7 below);

d) by purchasing goods and services on the basis of orders placed by telephone, over the Internet or by correspondence, as well as in all other cases where the cardholder waives personal authorisation 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 (CVV, CVC) indicated on the signature strip;

e) by using the card at ATMs without signing or providing a PIN or other means of identification (e.g. car park machines, ticket machines, toll roads or contactless payment).

By authorising the transaction, the cardholder acknowledges the claim by the acceptance point. The cardholder thereby explicitly and irrevocably instructs the issuer to settle the amounts with the acceptance point.

## 2.2 Cash withdrawals

The cardholder may use the card to withdraw cash at authorised points and from appropriately designated ATMs in Switzerland and abroad. If the card is mediated through a bank, the bank in question may allow the card to be used as an ATM card for ATMs in Switzerland, with cash withdrawals being debited directly to the cardholder's bank account (see Section 8).

## 2.3 Restriction of or increase in the scope of use of the card

The possibilities for using the card and the PIN code may be increased, restricted or cancelled at any time, as may the defined limits. The limits may be requested from the issuer.

## 2.4 Illegal uses

The card may not be used for illegal purposes.

## 3. CARDHOLDER'S DUTY OF DUE CARE

Irrespective of the chosen product, the cardholder has the following duties of due care (among other things):

### 3.1 Signature

The card must be signed on the reverse with an indelible pen (e.g. ballpoint pen, permanent marker) immediately upon receipt.

### 3.2 Safekeeping

The card must be kept safely at all times in the same manner as cash. Except for presentation for payment as provided for in these conditions, the card must, in particular, not be relinquished to third parties or be otherwise made available.

### 3.3 Loss, theft and misuse of the card

Should the card be lost or stolen, or should there be any indication of its misuse, the cardholder must immediately give notification on telephone number +41 (0)58 958 83 83 (24-hour service). The telephone number valid at the time can be found on the Internet ([www.viseca.ch](http://www.viseca.ch)) at all times.

### 3.4 Keeping the PIN code, 3-D Secure Password with personal message and other means of identification secret

If the card is provided with a PIN code or if the cardholder has received a 3-D Secure Password with personal message or other means of identification, the cardholder hereby undertakes to maintain these means of identification secret, not to pass them on to third parties and not to record them, not even in encrypted form. The PIN code, the 3-D Secure Password and any other means of identification defined by the issuer must not comprise of any combination that is easy to determine such as telephone numbers, dates of birth, car licence plate numbers, name of the cardholder or family members, etc. The issuer excludes any and all liability for non-compliance with this provision and any loss resulting therefrom.

### 3.5 Verification of the monthly invoice and notification of misuse

The cardholder shall receive a monthly paper invoice or a monthly paperless electronic invoice. If any misuse or other irregularities are detected, in particular on the monthly invoice, these must be reported by telephone to the issuer immediately upon discovery. In addition, a written complaint, together with all documents directly related to the challenged transaction, must be submitted within 30 days of the date of the corresponding monthly invoice, otherwise

the monthly invoice or account statement will be deemed to have been accepted by the cardholder. The aforementioned deadline also applies if the cardholder has given instructions that the monthly invoice be sent to a third party (e.g. bank or primary 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. The cardholder must notify the competent police authority of any loss or damage due to fraud and obtain a copy of the criminal charges brought. The cardholder is liable to the issuer for any and all costs incurred due to any reports made against his/her better judgement or with fraudulent intent.

The cardholder's duty to verify the monthly invoice and report irregularities does not cease in case of a LSV/Debit Direct being refused, cancelled or otherwise failing.

The cardholder must notify the issuer without delay if he/she has not received a monthly invoice for more than two months despite using the card for transactions.

### 3.6 Notification of changes

The issuer must be immediately notified in writing of any changes in the details given in the card application (in particular name, address and account details or changes in the economic beneficiaries or changes in income). Until notice of a change of address is received, the issuer can send any correspondence with full legal effect to the last known address. If the cardholder does not notify a change of address, the issuer reserves the right to charge the cardholder any costs for finding out the cardholder's whereabouts.

### 3.7 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 when these are no longer required. If the card is cancelled, the cardholder has to change the method of payment for all such recurring direct debits with the acceptance point or terminate the services.

### 3.8 Payment transactions on the Internet

Should a secure method of payment (3-D Secure, e.g. Verified by Visa or MasterCard SecureCode) be provided by the acceptance point, the cardholder is required to make use of this method observing the provisions of Section 7 ("Additional provisions governing the use of online services").

### 3.9 Renewal

If the cardholder has not received his/her replacement card at least 10 days prior to the expiry date of his/her current card, he/she should report this immediately to the issuer.

## 4. RESPONSIBILITY AND LIABILITY

### 4.1 Release from liability upon compliance with the conditions

If the cardholder fully complies with these present conditions, and if the cardholder is otherwise not at fault, the issuer will bear all loss or damage incurred by the cardholder as a result of misuse by third parties (without any deductible for the account of the cardholder). Third parties do not include the cardholder, his/her spouse, directly related family members (in particular children and parents) and other people who are close to the cardholder as well as authorised persons, additional cardholders and/or any persons living in the same household. Such release also extends to include any loss or damage due to forgery or falsification of the card. The issuer will not, however, bear any loss or damage covered under an insurance policy or any consequential loss or damage of any nature. 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 issuer.

### 4.2 Breach of the duty of due care

Should the cardholder fail to exercise due care, he/she will become unconditionally liable for any and all loss or damage due to misuse of the card until the use of the card is effectively blocked.

### 4.3 Exception for use of the card at an ATM

When the card can be used at a Swiss ATM with cash withdrawals being debited directly to the cardholder's bank account, the provisions of Section 8 regarding release from liability will expressly apply instead of the foregoing provisions.

### 4.4 Transactions conducted using the card

The issuer hereby repudiates any liability in regard to transactions conducted with the card. Any complaints concerning goods purchased or services received, and any other disputes or claims arising from such legal transactions, shall be regulated by the cardholder directly with the acceptance point. The full amount of the monthly invoice is nevertheless to be paid on the due date.

#### 4.5 Non-acceptance of the card

The issuer accepts no liability in cases where an acceptance point rejects 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.

#### 4.6 Use of the PIN code, 3-D Secure Password with personal message or other means of identification

Any authorised use of the card with the corresponding PIN code, 3-D Secure Password or other means of identification shall be deemed to have been effected by the cardholder. The cardholder shall be bound by all purchases, transactions and other dealings and the resulting debits of his/her card. Any risks arising from misuse of the card with the corresponding PIN code, 3-D Secure Password or other means of identification shall, in such cases, be borne by the cardholder.

In case of proven illegal interference by third parties against the network and/or telecommunication providers' infrastructure or the infrastructure used by the cardholder, the issuer shall bear debits for fraudulent use of cards which have been timely disputed, provided the cardholder has fully complied with all duties of care pursuant to Sections 3 and 11 and is not liable in any other way.

#### 4.7 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 liabilities arising from the use of the additional card.

#### 4.8 Effect of termination of the contractual relationship on the recall of card(s) or return by the issuer

The right to use the card, including in particular for telephone, mail or Internet orders, shall in all cases lapse upon the termination of the contractual relationship or after the recall or return of the card. The issuer repudiates all liability for loss or damage caused by the cardholder which may arise from any use of the card after the issuer has terminated the contractual relationship or after the recall or return of the card. The cardholder shall be fully liable for any resulting loss or damage. Unlawful use of the card may result in civil legal proceedings or criminal prosecution.

## 5. FEES (INCLUDING COMMISSION, INTEREST AND COSTS)

### 5.1 General

Using the card and/or the contractual relationship may result in fees, commission, interest and costs being charged. The cardholder will be informed of such fees except extraordinary costs caused through negligent behaviour of the cardholder and their amount in or in connection with the card applications and/or in any other appropriate form. Information on such fees can be requested at any time from the issuer's customer service or found on the Internet ([www.viseca.ch](http://www.viseca.ch)).

### 5.2 Transactions in a foreign currency

The cardholder accepts that the issuer will charge an additional processing fee for transactions in currencies other than the currency of the card (foreign currency). Conversions into the currency of the card will be made based on the exchange rate ("Devisenverkaufskurs") on the day of the international processing of the respective transaction. The amount of the processing fee is governed by the currently applicable schedule of fees.

### 5.3 Transactions in Swiss francs abroad

If the card in Swiss francs is used for payment in Swiss francs at acceptance points abroad, the issuer may charge a processing fee. The processing fee is set by the fee schedule which is currently applicable.

## 6. METHODS OF PAYMENT

### 6.1 Obligation to pay

The cardholder undertakes to pay all claims resulting from card transactions plus the fees according to Section 5. The cardholder is unconditionally liable for all obligations resulting from using the card/the contractual relationship.

### 6.2 Invoicing

The cardholder will receive a monthly (or otherwise) invoice for the issuer's claims pursuant to Section 6.1 showing the transactions conducted using the card, including the transaction and processing dates, the identity of the acceptance point and the amount of the transaction in the card currency and/or the transaction or exchange currency. The monthly invoice can be made available in hard copy or electronic form as requested by the cardholder.

### 6.3 Payment options

Irrespective of the payment option, the cardholder has to pay annual interest of 15% on all transaction amounts from the date of the invoice until full payment. The cardholder may pay the full amount or instalments to the issuer at any time. On amounts paid, interest is only due until the day on which the issuer receives the full payment or instalment. Instalments shall be used to discharge interests first. If the entire amount of the invoice is paid timely, the issuer will waive the annual interest pursuant to the following provisions a) and d).

Dependent on the product provided, the cardholder can choose from the following payment options:

a) payment of the entire amount of the invoice within the deadline stated on the monthly invoice. The issuer will waive the interest on all transactions occurring in the month of the invoice, provided the cardholder pays the entire amount of the invoice including any unpaid balance from the previous monthly invoice (including interest) within the deadline and in its entirety;

b) payment of monthly instalments subject to the following minimum monthly payments: at least 5% of the entire outstanding amount of the monthly invoice (including any new charges against the card), subject to a minimum of CHF/EUR/USD 100, plus unpaid interest, instalments in default and instalments above the limit. All instalments must be paid within the deadline stated on the invoice. The cardholder may only make use of the instalment payment option after both parties signing a special agreement regarding instalments;

c) payment in three instalments within a maximum of 90 days of invoice date subject to the following minimum monthly payments: at least 33% of the entire outstanding amount of the monthly invoice (including any new charges against the card), subject to a minimum of CHF 100, plus unpaid interest, instalments in default and instalments above the limit. All original charges from the first invoice period shall become due for payment on the due date of the third instalment. All instalments must be paid within the deadline stated on the invoice;

d) direct debit order (LSV/Debit Direct): direct debiting of the bank- or postal account indicated in the card application or in any subsequent notice from the cardholder. The issuer will waive the interest on all transactions occurring in the month of the invoice, provided the cardholder pays the

entire amount of the invoice including any unpaid balance from the previous monthly invoice (including interest) within the deadline and in its entirety.

### 6.4 Failure to pay

If no payment or insufficient payment is made by the due date shown on the monthly invoice, the entire outstanding invoice amount (including interest charges) will become due and the cardholder will be in default without further notice. In this case, the issuer shall be entitled to demand full payment with immediate effect and to block the card and demand its return.

### 6.5 Solvency

The cardholder undertakes only to use the card within the limits of his/her financial means.

### 6.6 Exceeding the limit

The unsettled remaining amount of any monthly invoice, including any new charges effected using the card, may not exceed the agreed limits.

### 6.7 Reimbursement of additional costs

The cardholder will be required to reimburse the issuer for any additional costs incurred in the collection of outstanding claims under this contractual relationship.

### 6.8 Assignment

The issuer may at any time assign or offer to assign this contract or some of its claims and obligations to a third party (e.g. debt collectors or mediating bank) in Switzerland and abroad and is allowed to give such third parties access to data related to the contractual relationship (incl. disclosure of banking relationships, if any) as far as necessary.

## 7. ADDITIONAL PROVISIONS GOVERNING THE USE OF ONLINE SERVICES

The issuer provides the cardholder with various services accessible on the Internet ([www.viseca.ch](http://www.viseca.ch)) (hereinafter "online services"), including in particular a service displaying lists of the transactions effected and providing access to paperless electronic monthly invoices as well as registration for the secure payment method 3-D Secure for purchases over the Internet (Verified by Visa or MasterCard SecureCode). The

cardholder may obtain access to the online services by using the means of identification for the respective online services. In addition to these provisions, the cardholder is also required to accept the additional specific provisions brought to his/her attention when he/she signed up/registered for the individual online services.

## **8. USE OF THE CARD AT AN ATM WITH DIRECT DEBITING**

### **8.1 Approval**

If the mediating bank designated on the card (hereinafter referred to as the "bank") permits the card to be used at ATMs to make direct withdrawals from the cardholder's bank account, the following provisions shall apply.

### **8.2 Restrictions**

The use of the card as an ATM card shall be restricted to Switzerland. The bank can also restrict the use of the card to Swiss Franc currency only.

### **8.3 Use**

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

### **8.4 Debiting of such cash withdrawals**

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

### **8.5 Debit voucher**

Cash withdrawals will appear directly on the cardholder's monthly bank account statement of his/her bank and not directly on the issuer's monthly invoice for the card.

### **8.6 Charges**

The bank, in lieu of the issuer, may charge fees for allowing the card to be used at ATMs and for the processing of the transactions thus conducted. The bank will give notice of such fees in an appropriate form. These fees will be debited to the bank account of the cardholder designated in the card application or in any other subsequent notice from the cardholder.

### **8.7 Duty of coverage and cash withdrawal limit**

The card may only be used for direct cash withdrawals from a bank account if the bank account of the cardholder designated in the card application, or in any other subsequent

notice from the cardholder, has sufficient cover (in the form of a credit balance or authorised overdraft). A specific cash withdrawal limit will be fixed for the card(s).

### **8.8 Card misuse**

The same notification duties shall apply as set out in Section 3.3.

### **8.9 Misuse and liability for loss or damage**

The same provisions shall apply as set out in Section 4, subject to the following: if the cardholder complies with the present conditions (in particular the duty of due care) and 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 by third parties as a direct debit ATM card.

## **9. ADDITIONAL PROVISIONS GOVERNING THE USE OF PREPAID CARDS**

For cards with a prepaid and/or reloadable credit balance (known as "PrePaid cards"), the following provisions will apply additionally.

### **9.1 Spending limit**

The PrePaid card will be issued with a spending limit. The spending limit will depend in each case on the available balance and will not exceed a maximum amount determined by the issuer. The available balance corresponds to the load minus charges, if any. The balance will decrease in accordance with the use of the card and will increase when the card is subsequently loaded with money (loading the card). In principle the balance cannot exceed the maximum amount determined by the issuer. The cardholder is not allowed to use the card beyond the spending limit. The cardholder undertakes in each and every case to immediately repay the outstanding balance and/or load the card accordingly if he/she exceeds the spending limit.

### **9.2 Balance enquiries, overview of transactions**

The cardholder may at any time request the current balance and transactions by either using the online services provided by the issuer or alternatively by calling the issuer's hotline (toll phone number).

The cardholder shall receive a monthly or otherwise detailed transaction statement indicating the current balance. The cardholder can choose to receive a paper or electronic statement.

The cardholder must check the monthly transaction statements and report any complaints within the deadline. The duties of care described in Sections 3.3 and 3.5 apply.

### 9.3 Refund of balance

If the cardholder intends to stop using the card or to terminate the contract, he/she may request in writing a refund of the current balance from the issuer. The refund will be transferred into a Swiss post or bank account of the cardholder only.

## 10. DATA PROCESSING, THIRD PARTIES

### 10.1 Authorisation to request/transfer of information and documents

The issuer is authorised to request all information required to verify the information given by the cardholder, to process the card application, to issue the card and to perform the contract from third parties, in particular the "Zentralstelle für Kreditinformationen (ZEK)", authorities (e.g. debt collection and tax authorities, residents' registration office), the mediating bank, credit agencies, employer, other companies of the Aduno Group ([www.aduno-gruppe.ch](http://www.aduno-gruppe.ch)) as well as other institutions provided for by law (e.g. "Informationsstelle für Konsumkredit, IKO") or other information office. If the card is blocked, in case of late payment or fraudulent card use by the cardholder and in similar situations, the issuer shall be authorised to report this to the ZEK and the authorities provided for by law. ZEK and IKO are explicitly authorised to make such data available to their members.

The cardholder authorises the mediating bank to provide the issuer upon request with all information and documents which the issuer requires in order to comply with all regulations against money laundering and funding of terrorism valid at the time of the card application or thereafter. This includes in particular all information and documents required for identifying the cardholder or the beneficial owner of the assets subject to card transactions as well as for carrying out additional statutory verifications. For these purposes, the cardholder releases the mediating bank from the banking secrecy vis-à-vis the issuer.

The issuer shall be authorised to communicate client and card data, as well as cumulative turnover figures, to the mediating bank and the Aduno Group companies. Trans-

action data (i.e. data on purchases or cash withdrawals) are expressly excluded herefrom. The mediating bank is hereby entitled to communicate changes in client data to the issuer.

The issuer is authorised but not obliged to record and keep telephone conversations and other forms of communication for evidence-gathering and quality-monitoring purposes.

### 10.2 Processing of data for risk assessments and marketing

The issuer is authorised to process the cardholder's data relating to the credit card agreement and the use of the card for the purposes of calculating credit and market risks relevant for business. The cardholder authorises the issuer in particular to create and evaluate customer, consumer and preferences profiles in order to develop/evaluate products which might be of interest to the cardholder and in order to offer such products and services (incl. by third parties) to the cardholder and/or send respective information to the cardholder's post, e-mail or telephone address (e.g. SMS); the cardholder may withdraw this authorisation at any time in writing.

### 10.3 Third-party providers

The issuer is authorised to mandate third parties in Switzerland and abroad to entirely or partially provide any and all services pursuant to the contractual relationship, including rewards programmes (e.g. application processing, manufacturing of cards, performing the contract, online services, debt collection, communication with the customer, calculation of credit risks), in order to improve the risk models used when determining the limit and for anti-fraud purposes as well as in order to evaluate data and mail offers and information pursuant to Section 10.2 above. The cardholder authorises the issuer to provide such third parties with the data necessary for diligently performing their duties, including to transfer such data abroad for such purposes. Data shall only be transferred if the recipient undertakes to keep them secret and/or to comply with appropriate data protection standards and also obliges any further contractual partners to comply with these duties. The cardholder accepts that data will be transferred via worldwide credit card networks to the issuer, even in case of transactions within Switzerland. The cardholder acknowledges that data transferred abroad may not be subject to protection standards equivalent to Swiss law standards.

## **11. COMMUNICATION, SAFETY OF ELECTRONIC COMMUNICATION CHANNELS**

The cardholder and the issuer may use electronic means of communication (e.g. e-mail, SMS, Internet) wherever provided for by the issuer. By contacting the issuer via e-mail or by providing the issuer with an e-mail address, the cardholder agrees that the issuer may contact him/her by e-mail. The cardholder acknowledges that there is a risk that third parties may gain access to the communications between the cardholder and the issuer due to the open configuration of the Internet or other means of communication (e.g. mobile phone network) and despite all safety measures put in place by the issuer. In order to minimise this risk, the cardholder will use all available options to protect the devices used by him/her (e.g. computer, mobile phone, etc.), namely by installing and regularly updating comprehensive anti-virus protection and Internet security programmes as well as the system software and Internet browser. The cardholder is liable for all consequences resulting from any third party intercepting data without authorisation. The issuer reserves the right to make the use of electronic means of communication, in particular for amending data relevant for the contract and Internet services, conditional upon execution of a separate agreement.

## **12. ADDITIONAL SPECIAL CONDITIONS FOR THE PARTICIPATION IN THE SURPRIZE REWARDS PROGRAMME**

The following special conditions for the participation in the surprize rewards programme constitute an integral part of these General Terms and Conditions.

## **13. APPLICABLE LAW**

The legal relationship of the cardholder with the issuer shall be governed by the Swiss law. The place of performance, place of jurisdiction, and place of debt collection for cardholders resident abroad shall be Zurich.

Version 04/2016, incl. rewards programme

## SPECIAL CONDITIONS FOR THE PARTICIPATION IN THE SURPRIZE REWARDS PROGRAMME

surprize is a rewards programme developed by Visa Card Services SA which offers benefits. By using the credit card or PrePaid card, surprize points can be collected and redeemed for rewards on the corresponding platform. Furthermore, the participant can benefit from special offers.

These special conditions supplement/amend the "Conditions for the use of credit cards and PrePaid cards issued by Visa Card Services SA". They apply to the surprize rewards programme and govern the participation in this programme.



surprize is the rewards programme for the credit cards and PrePaid cards of Visa Card Services SA. More information about surprize and Visa is available at [www.surprize.ch](http://www.surprize.ch) and [www.visa.ch](http://www.visa.ch)

just for you



## 1. DEFINITIONS

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<b>Viseca</b>	Viseca Card Services SA, P.O. Box 7007, Hagenholzstrasse 56, 8050 Zurich.
<b>surprise</b>	A rewards programme developed by Viseca. When using the credit card or PrePaid card, surprise points are collected and can be used to purchase rewards. Additionally, the cardholder can benefit from offers.
<b>Participants</b>	Holders of Viseca credit cards and PrePaid cards eligible for participation (holder of the primary card). Different conditions apply for holders of additional cards (see section 9 below). Holders of company cards are not eligible for participation.
<b>surprise points</b>	Points that are credited to the participant's surprise account when using credit cards and PrePaid cards eligible for participation.
<b>surprise account</b>	Shows the surprise point balance of the participant and other details.
<b>Rewards/offers</b>	Rewards include, for example, vouchers or products which the participants can purchase on the platform. Offers include, for example, discounts or promotions that are offered to participants by suitable means.
<b>surprise partners</b>	Companies at which participants can redeem rewards and benefit from offers. An updated list of surprise partners is published on the platform.
<b>Platform</b>	Platform for surprise, which is provided and maintained by Viseca. After registering on the platform, the participant can access his/her personal surprise account and the offers and redeem surprise points for rewards. The platform can be provided as a website and/or an app.

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## 2. PARTICIPATION

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### Automatic participation

All private individuals who hold credit cards or PrePaid cards issued by Visa that are eligible for participation automatically participate in the rewards programme. Visa reserves the right to expand or restrict the circle of eligible participants at any time.

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### Cards eligible for participation

The card types eligible for participation in the rewards programme can be viewed or queried at Visa at any time.

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### Waiving

If a cardholder wants to waive participation in the rewards programme, he/she shall inform Visa about this in writing.

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### Costs

Participation in the rewards programme is free of charge.

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## 3. COLLABORATION

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### With third parties

Visa may **fully or partially entrust third parties in Switzerland and abroad with the performance of the rewards programme.** For this purpose, Visa will **provide** such third party with **all data necessary** for the performance of the assigned tasks. In this context, **these data may also be transmitted abroad.** The third party shall undertake to keep the data confidential and to ensure adequate data protection. If the third party appoints further representatives, he must also impose these obligations upon such representatives. The participant is aware of this data processing, acknowledges that **data transmitted abroad may not be covered by protection equivalent to that under Swiss law** and authorises Visa, by participating in the rewards programme, to process the data in this regard.

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### With surprise partners

Visa cooperates with various surprise partners in order to provide the participant with a diversified offers. Visa selects the surprise partners with due diligence and instructs them accordingly.

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## 4. REGISTRATION

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### On the platform

To use the full functionality of the rewards programme, the participant must register for the platform. Without registration, the rewards programme can only be used to a limited extent and it is not possible to benefit from the rewards/offers.

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### Registration information

The participant will receive his/her personalised registration information from Viseca by mail or e-mail in order to complete his/her registration on the platform.

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### Password

During the registration, the participant has to choose a secure password. The password must not consist of combinations that can be guessed easily, such as telephone numbers, dates of birth, vehicle registration plates, names of the holder or of his/her family members, etc. The participant shall safeguard the password for accessing to his/her personal surprize account carefully. He/She shall protect it from access by unauthorised third parties and shall not disclose it to third parties.

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### Multiple surprize accounts

Participants that hold multiple surprize accounts can manage them under a single user name and password.

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## 5. INFORMATION ON REWARDS/OFFERS

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### Delivery of information on rewards/offers

The rewards programme includes the delivery of information on rewards/offers as well as advertising information about the rewards programme to the participant. The delivery of this information takes place by mail, e-mail, SMS, via the surprize account, via the app or by other suitable means. By participating in the rewards programme, the participant authorises Viseca to send him/her such information. The participant may revoke the authorisation for the delivery of offers at any time by notifying Viseca in writing.

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### Data processing

Viseca wants to offer the participant rewards/offers from surprize partners that are tailored to him/her and his/her personal interests. For this purpose, Viseca **analyses** information and **data** that result especially from the ownership and use of the credit cards or PrePaid cards, the registration data and recorded platform usage in detail and creates **individual client, consumption or preference profiles** about the participant. For this purpose, Viseca may also **procure further data** and information about the participant from suitable **third parties** (e.g. professional address dealers, publicly accessible databases, etc.) and **consolidate these data and information with the existing data and information of Viseca**. Moreover, Viseca may analyse **data and information** for marketing purposes **on behalf of a surprize partner or another company of the Aduno Group**. The purpose of this is to identify participants who could be interested in specific rewards offers and campaigns of surprize partners. **Under no circumstances will Viseca forward the individual participant data** (participant and card data), **individual transaction data** (data concerning shopping and cash withdrawal details) **or personalised results** (individual client, consumption or preference profiles) that it collects in connection with the performance of the rewards programme to **surprize partners or third parties**. The participant is aware of this and authorises Viseca, by participating in the rewards programme, to process the data in this regard. Further information on the data processing can be accessed on the platform.

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## 6. COLLECTING SURPRIZE POINTS

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**Automatic collection** With every transaction executed worldwide with a Visa credit card or PrePaid card that is eligible for collection, the participant automatically collects surprise points. No surprise points are credited for cash withdrawals and fees paid to Visa.

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**Crediting** The collected surprise points will be credited to the personal surprise account of the participant two working days following a transaction at the earliest.

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**Validity** As a matter of principle, the surprise points collected by the participant are valid for three years from the date they are credited to the surprise account. If the participant does not duly redeem the credited surprise points within this period, they will expire automatically. The participant will be duly and regularly informed about the upcoming expiry of surprise points in the surprise account statements.

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**Force majeure and technical problems** In case of force majeure or technical problems, Visa may temporarily suspend the crediting of points; a retroactive crediting is not possible.

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## 7. REDEEMING SURPRIZE POINTS

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<b>Place of redemption</b>	The participant can redeem his/her surprize points on the platform.
<b>Rewards/offers</b>	Information on the currently available options for the redemption of surprize points is available on the platform and in the distributed advertising material.
<b>Availability of the surprize points</b>	The participant can use the surprize points as soon as they have been credited to his/her surprize account.
<b>Purchase of rewards/ use of offers</b>	Within the framework of surprize, rewards will be offered to the participant on the platform, e.g. by surprize partners. The participant concludes the contract for the purchase of a reward directly with the respective surprize partner. In this context, Viseca merely acts as an intermediary and is not a contracting party. Therefore, the purchase of rewards shall be governed by the general terms and conditions of the respective surprize partner. Reference to these general terms and conditions is made within the framework of the order process. The participant may make use of offers via the platform or by other suitable means.
<b>Shipment of rewards</b>	The physical shipment of rewards by the surprize partner takes place exclusively within Switzerland and the Principality of Liechtenstein. If the participant does not have a domicile within Switzerland or the Principality of Liechtenstein, he/she shall specify a delivery address in one of these two countries.

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**Disclosure of the address details for the shipment**

If the participant redeems his/her surprize points on the platform for a reward offered there, he/she acknowledges that Visa will send the address details of the participant that are required for the shipment of the reward to the respective surprize partner.

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**Availability of rewards/offers**

Rewards and offers are subject to limitations in terms of time and quantity. Thus, rewards/offers are therefore always subject to confirmation.

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**No conversion to monetary value and no return**

The conversion of surprize points into a monetary value and its payment in cash or by way of set-off are excluded. This shall also apply especially in the case of a termination of the participation in the rewards programme. Redeemed surprize points cannot be converted back into surprize points again or be exchanged for another reward or offer.

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**Retroactive cancellation of surprize points, corrections in the event of card abuse and false debits**

If credit card or PrePaid card transactions that are eligible for surprize points are cancelled retroactively (e.g. due to the objection to a transaction, the reversal of a transaction, etc.), the points already credited to the participant will be duly deducted. Visa also reserves the right to deduct surprize points that have already been credited in justified cases, especially in the event of card abuse or false debits.

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## 8. ACCOUNT BALANCE AND INFORMATION

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### Querying the account balance and information

After registering, the participant can see the current surprize account balance and a detailed overview of the executed transactions that are eligible for points on the platform at all times.

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### surprize account statement and objections

The participant will regularly receive a statement indicating his/her current surprize point balance and the validity of the surprize points. Participants that have opted for the paperless monthly statement can view the statement electronically on the platform after registering. If the participant does not submit a written objection to Viseca within 30 days of the receipt of the latest surprize account statement, the surprize point balance therein communicated is deemed to be approved.

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## 9. HOLDERS OF AN ADDITIONAL CARD

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### Information from the holder of the primary card

The participant (holder of the primary card) shall inform the holder of the additional card about the provisions of these special conditions for the participation in the rewards programme, which apply to the holder of the additional card.

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### Participation

All private individuals who hold an additional card of a credit card or PrePaid card issued by Visa that is eligible for participation automatically participate in the rewards programme, provided that the holder of the primary card also participates in the rewards programme. The conditions of participation for holders of primary cards as specified in these special conditions also apply analogously to holders of additional cards, provided that the applicability of individual provisions is not excluded below.

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### Termination

The holder of the additional card acknowledges that his/her participation in the rewards programme will automatically be terminated if the holder of the primary card ceases to participate in the rewards programme. The holder of the additional card cannot participate or terminate his/her participation independently of the holder of the primary card. However, the holder of the additional card may terminate his/her credit card contract for the additional card.

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### Surprise account

Holders of additional cards will not receive a separate surprise account. The surprise points of the holder of the additional card will be settled via the surprise account of the holder of the primary card and will be credited to this account. The holder of the additional card is aware that his/her surprise points will be credited to the holder of the primary card, who may freely use and redeem them.

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### Collecting surprise points

If the primary card is eligible for participation in the rewards programme, surprise points will also be automatically collected and credited to the surprise account of the holder of the primary card for transactions executed with additional cards.

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### Redeeming surprise points

The holder of the additional card cannot check the account balance, purchase rewards or use offers on the platform.

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## 10. RISKS AND DAMAGES

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### Participation, changes or termination of surprize

Any damage that the participant suffers from the participation in, change of or termination of the rewards programme shall be borne by the participant only. As far as legally possible, any liability of Viseca for such damages is excluded.

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### surprize partners

Should problems occur in contractual relationships between the participants and the surprize partners or should the participant suffer damages, the participant must address this with the surprize partner. Viseca is merely the intermediary and not a contracting party. Therefore, Viseca does not accept any liability for damages that arise within the scope of the purchase of rewards or the use of offers.

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### Information about rewards/offers

Viseca and the surprize partners exercise due diligence customary in business in checking adverts, information, product descriptions and specifications including pictures, messages, etc. about rewards/offers in terms of their correctness. Nevertheless, this information may contain errors. Therefore, the participant undertakes to read this information critically and check it. Viseca does not accept any liability for damages with regard to the correctness, completeness, timeliness, etc. of this information. This also applies to information available through links.

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### Access to the platform and redemption of rewards/offers

The platform can be accessed via the Internet. This involves risks. Viseca does not guarantee or warrant that the access to the platform and the purchase of rewards or use of offers on the platform is possible at all times and without interruptions.

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### Security risks

The participant shall take comprehensive precautions against security risks arising from the use of the Internet and the platform including links and the use of the password. As far as legally possible, any liability of Viseca in this regard is excluded.

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## 11. TERMINATION

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### **Notice of termination**

The participant may terminate participation in the rewards programme at any time by written notice to Viseca without complying with any notice period.

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### **Termination of the card relationship**

If the participant or Viseca terminates the contract for the credit card or PrePaid card that is eligible for participation, the participation in the rewards programme will thereby also be terminated automatically.

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### **Access to the platform**

The surprize account of the participant and the possibility to access the surprize account shall continue to exist for three months from the notice of termination of the participation in the rewards programme. During these three months, surprize points can be redeemed for rewards.

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### **Discontinuation or change of surprize**

Viseca may change the content of the rewards programme at any time or may discontinue the rewards programme with a notice period of three months (termination). The participant will be informed of any changes by appropriate means.

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### **Exclusion in the event of abuse and breach of contract**

Viseca reserves the right to exclude a participant from the participation in the rewards programme in the event of any abuse or breach of these special conditions. In this case, any points balance of the participant will expire.

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### **Storage and deletion of data following termination**

The participant's surprize data will be stored and processed even following termination of the participation in the rewards programme. Personalised results (individual customer, consumption or preference profiles) are automatically deleted after 24 months at the latest.

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