

1 – Product and offer

Yes, I would like the following card:

-  **mydrive American Express® Gold**
In the 1st year annual fee 50 CHF
annual fee as of 2nd year 100 CHF
S23197IX55
-  **mydrive World Mastercard®**
In the 1st year annual fee 25 CHF
annual fee as of 2nd year 50 CHF
S23197IX56

Please note: A separate card application must be filled out for each selected card product.

The annual interest is 12%.

With a maximum monthly spending limit for mydrive American Express Gold of 30,000 CHF or for mydrive World Mastercard of 15,000 CHF.

2 – Your contact information

Title Ms. Mr.

Last name _____

First name _____

Street, no. (Residence) _____

Zip code/Town _____

At this address since _____ M _____ Y

Tel. (home) _____

Cell phone _____

E-mail address _____

Providing us with the details of your e-mail address and cell phone number in this application or later on enables swift, communication e.g. in case of fraud warnings and for marketing purposes. Please bear in mind that electronic communication is associated with specific risks and due diligence standards. You can find details about the terms and conditions for electronic communication under in this paragraph 15.

Date of birth _____ D _____ M _____ Y

Nationality _____

Language for correspondence G F I E

My first name and last name should appear on the cards as follows:

(max. 21 characters incl. spaces; no umlauts/accents)

I already hold the following card(s): (tick where appropriate)

- American Express Visa Mastercard Diners

3 – Your cardservice for better card management

- Yes**, I would like free online access to my card account. Information about my e-mail address and cell phone number must be provided in paragraph 2 for this. You can find details about the terms and conditions for use of card-service under paragraph 14.



4 – Your personal details

- For **Swiss nationals** or **foreign nationals residing abroad**: Enclose a copy of your passport, identity card or (for Swiss nationals) Swiss driver's license

- Foreign nationals residing in Switzerland** or **cross-border commuters**: Enclose a copy of your Swiss alien's residence permit

Type: B C other (For G and L: Attach a copy of your employment contract or confirmation of a permanent employment relationship)

Marital status married not married

Number of children _____ (entitled to maintenance)

Apartment/house owned rented other (e.g. at parents', in shared housing)

Monthly cost in CHF _____

Occupation employed self-employed retired
 student/trainee not employed

Since _____ M _____ Y

Employer _____

Prof./position _____

Sector _____

Street, no. _____

Zip code/town _____

Tel. (work) _____

Gross annual income CHF _____

If the gross income per year is less than 35,000 CHF, please state your assets (enclose a copy of your bank statement).

My assets in CHF _____

5 – Bank account and method of payment

Bank/post in Switzerland _____

IBAN no. (You can find this on your monthly bank/account statement)

I wish to settle my monthly statement by:

- Payment slip Direct debit: (At present, the full invoice amount is deducted via direct debit.)

The indication of the bank account is compulsory, regardless of the chosen method of payment.

With my signature as principal card applicant on this card application, I confirm that the bank account in Switzerland declared in this paragraph is active and maintained in my name at the respective bank.

6 – Details of the additional card applicant

- I wish to order an additional card (for the product I selected in paragraph 1) for 50 CHF/year (mydrive American Express Gold) or 20 CHF/year (mydrive World Mastercard). The statement will be included with that of the principal card. **Enclose copies of identification documents as per paragraph 4.**

Title Ms. Mr.

Last name _____

First name _____

Date of birth _____ D _____ M _____ Y

Nationality _____

Street, no. (Residence) _____

Zip code/Town _____

My first name and last name should appear on the cards as follows:

(max. 21 characters incl. spaces; no umlauts/accents)

7 – Extract from the summary of fees

Annual fee: American Express Gold/World Mastercard	100 CHF/50 CHF
ATM withdrawals in Switzerland	3.75 %, min. 5 CHF
ATM withdrawals abroad/bank counters	3.75 %, min. 10 CHF
Lottery, betting and casino transactions abroad	3.75 %, min. 10 CHF
Handling fee for paper statement (per monthly statement)	1,50 CHF
Payment reminder fee	20 CHF
Foreign currency or cross border handling fee	2,5%
The annual interest specified under paragraph 1 applies.	

You can find a full summary of fees under paragraph 13.

8 – Determination of the beneficial owner

The principal card applicant declares that the money used to settle the card statement and/or that is collected by the card issuer in another way (Tick where appropriate, tick only one!):

belongs **solely** to the **principal card applicant**.

belongs to the following natural person/people:
(please provide all the information below)

First name, last name _____
Street, no. (Residence) _____
Zip code/Town _____
Country _____ Nationality _____
Date of birth _____ D _____ M _____ Y

The contracting party undertakes to inform the card issuer of any changes of his/her own accord. Intentionally providing false information when filling in this paragraph is punishable as document forgery under Art. 251 Swiss Penal Code. Penalty: up to five years' imprisonment or a fine.

9 – Credit agreement application (installment facility)

This credit agreement application supplements the Terms and Conditions for Charge Cards and Credit Cards of Swisscard AECS GmbH. The terms as defined therein as well as the further provisions also apply to the credit agreement, unless expressly stated otherwise.

1. Conclusion of the Credit Agreement

The credit agreement enters into force as soon as the principal cardholder, after the completion of the credit check (Section 2), has received a **copy of this document confirming the installment facility and the credit limit granted**.

2. Credit limit

The maximum credit limit is equal to the maximum spending limit indicated by the Issuer for the card in question. The Issuer may set a total spending limit (global limit) for several cards issued as a package (bundle).

Within the maximum limit, the Issuer shall set applicable credit limits for the Client for a single card or for the bundle. The credit limit shall be set in **consideration of the information provided by the principal cardholder** on his income and assets and after consulting the Central Office for Credit Information (ZEK) and the agencies designated by law for this purpose (e.g. the Consumer Credit Information Office). **Credit approval is prohibited if it leads to overindebtedness.**

3. Use of Credit Limit, Minimum Amount, etc.

Once the credit agreement enters into force, the principal cardholder is entitled to repay the invoice amount indicated on the monthly statement in installments. The minimum monthly payment is shown on the monthly statement. The minimum monthly payment is **5% of the outstanding monthly invoice amount, but not less than CHF 50** (or an equivalent amount for foreign currency cards), plus any outstanding minimum payments from previous monthly statements as well as all outstanding amounts in excess of the credit limit that are not already included in the above-mentioned minimum payment amounts.

The Client has the right to pay the full amount of the invoice at any time. No further interest on the amount paid will be charged from the date payment is received by the Issuer. Installment payments will be applied first to payment of interest due. No installment facility will be granted for transactions executed during the first fourteen (14) days following receipt of the card.

The unpaid amount of a monthly invoice, together with new charges in the following month, may not exceed the credit limit.

Use of credit in excess of the credit limit is not permitted.

The principal cardholder must immediately notify the Issuer **in writing of any significant adverse changes in income and assets**.

4. Amount of and changes to interest and fees

The principal cardholder shall be notified of the annual interest rate on the credit card application, on the application for credit or otherwise in writing. No compound interest is charged. Any changes to the annual interest rate or fees levied for the installment facility are communicated to the principal cardholder on the monthly statement or in another appropriate manner one month before such changes become effective.

5. Right of cancellation and termination

The principal cardholder is entitled to cancel the credit agreement in writing within fourteen (14) days of receipt (postmark).

The credit agreement shall expire automatically upon cancellation or termination of the credit card agreement. If, however, the terminated principal card is replaced by another principal card from the Issuer with an installment facility or if the principal cardholder terminates the principal card in a bundle without explicitly terminating the credit agreement for the bundle, the credit agreement shall automatically apply to the new card or shall be transferred to the other products in the bundle, in the absence of written instructions to the contrary from the principal cardholder.

The Issuer may terminate the credit agreement in the event of default by the principal cardholder only if the principal cardholder has **failed to pay** the minimum amount indicated on the monthly statements (see Section 3) **in two (2) consecutive months**. Both the principal cardholder as well as the issuer may also **terminate** the credit agreement **separately** at any time with immediate effect (i.e. with no effect on the credit card agreement). All **outstanding invoice amounts** become due and **payable immediately** upon termination of the credit agreement.

Version 01/2016

10 – Declaration by applicant

As the principal or additional card applicant (hereinafter collectively the «Applicant» or «I»), I hereby confirm the accuracy of the above information and authorize Swisscard AECS GmbH (hereinafter the «Issuer») as Issuer of the card(s) to verify this information at any time, including with third parties. I acknowledge the card Issuer's right to reject this card application without explanation. If the card includes insurance benefits, I hereby join the group insurance contracts concluded by the Issuer. I am aware that I can consult the full insurance terms and conditions, the information for persons insured under group insurance, and the terms and conditions of any additional associated services (including loyalty programs) at www.swisscard.ch or can request them from the Issuer. I accept the insurance terms and conditions and the terms and conditions of any additional associated services no later than the first use of the card. My income and assets are sufficient to pay the card invoices and to meet my other obligations. As the primary cardholder, I am jointly and severally liable with the holder(s) of the additional card(s) for all obligations resulting from the use of the additional card(s). **As an applicant for an additional card I hereby authorize the primary cardholder to make and accept on my behalf all statements relating to the additional cards. For security and marketing purposes as well as for risk management, the Issuer may process all information relating to the Applicant, create and analyze customer, consumption and transaction profiles and, under certain conditions, disclose data to third parties (see section 11 of the Terms and Conditions).**

I authorize both the **Issuer and Credit Suisse AG (including other companies belonging to the Credit Suisse Group domiciled in Switzerland, hereinafter «Credit Suisse»)** to exchange information relating to me for the following processing purposes, insofar as necessary: Compliance with supervisory provisions and conditions, with provisions and conditions to combat money laundering and terrorism financing, including the clarification of related legal and reputation risks within the meaning of the AMLO-FINMA, national or international sanctions, or other legal or regulatory provisions and conditions or internal compliance regulations.

I release both the Issuer from confidentiality obligations to the extent described above and Credit Suisse from banking secrecy and other confidentiality obligations to the extent described above. This authorization shall not lapse upon the death, loss of capacity to act, or bankruptcy of the Applicant.

11 – Your signature

By signing I confirm that I have read, understood and accepted the following components of the application:

- Terms and conditions for Swisscard AECS GmbH charge and credit cards (Paragraph 12), specifically **sections 3–4, 6–8, 11–13 and table of fees** (Paragraph 13)
- Terms and conditions for use of cardservice (Paragraph 14)
- Terms and conditions for electronic communication (Paragraph 15)

Signature principal card applicant

Place, date

Signature

Signature additional card applicant

Signature



Sign and send to with the required copies of identification documents (see paragraph 4):

Swisscard AECS GmbH, JSON, P.O. Box 227, CH-8810 Horgen

Please note: The photo, signature, place and date of issue must be recognizable/legible on the copies of the identification documents.

I. General Provisions

These General Terms and Conditions (GTC) apply to cards issued by **Swisscard AECS GmbH** (hereinafter referred to as the «Issuer»):

- charge cards (without fixed spending limits);
 - credit cards (with fixed spending limits);
 - other means of identification approved for the processing of cashless payments that enable the Client to purchase, with or without fixed spending limits, goods and services without cash at points of acceptance;
- wherein a), b), and c) shall all be hereinafter referred to as «card(s).»

Section II («Supplementary Provisions for Credit Cards, Not Charge Cards») and section III («Supplementary Provisions for Company Cards») of these General Terms and Conditions shall apply to credit cards and/or company cards in addition to the general provisions in section I.

To facilitate reading, only the masculine form is used in this document; all references to the male gender shall be deemed and construed to include the female gender.

1. Principal Cards and Additional Cards

The principal cardholder may request additional cards for third parties on his own responsibility and for his own account, provided that the Issuer offers this option. Additional cardholders may use their cards for the account of the principal cardholder, but they are entitled to receive information on the principal card and transactions made using the principal card only if the principal cardholder has filed a special power of attorney with the Issuer. The holders of principal cards and additional cards shall be hereinafter referred to as «Clients.»

2. Issue of Cards and Acknowledgement of the General Terms and Conditions

2.1 Once the Issuer has approved the card application, the Client shall receive a personal, non-transferable card made out in his name. Card applications may be rejected without any reasons being given.

2.2 At the latest when signing and/or using the card, the Client confirms he has read, understood, and accepted these General Terms and Conditions, and has also accepted the fees (see section 4) applicable when the card is used.

2.3 Each card issued shall remain the property of the Issuer.

3. Card Use and Approval

3.1 The card entitles the Client to purchase goods and services at points of acceptance and to withdraw cash at specific cash dispensing points (e.g. bank counters and ATM machines). The Issuer may adjust or restrict the possible uses of the card at any time (e.g. restriction in terms of amount or to certain points of acceptance, countries, or currencies).

3.2 Card transactions shall be deemed approved in the following cases:

- When the Client signs the transaction receipt; or
- When the Client or a third party uses the personal identification number (PIN), or when the PIN is used in any other way for approval purposes;** or
- Without the Client or a third party using the card or the PIN, when only the name, card number, expiration date, and verification number (CVC / CVV) are stated, or when other means of identification are used (e.g. for remote transactions such as purchases by telephone, correspondence, and Internet); or
- When the Client or a third party uses the card without a signature or PIN and/or other means of identification (e.g. at automated points of payment in car parks or on the motorway);
- When the Client uses other means of identification approved by the Issuer for cashless payments (e.g. contactless payment using Near Field Communication technology).

3.3 The Client (also the principal cardholder in the case of additional cards) acknowledges all transactions authorized pursuant to section 3.2, as well as all ensuing claims, and irrevocably instructs the Issuer to pay the sums in question to the points of acceptance. This approval confers the right, although not the obligation, of the Issuer to authorize transactions.

3.4 The Client agrees to use his card only within the limits of his financial circumstances. In particular, the Client must cease using the card as soon as it becomes clear that he is unable to meet his financial obligations or if he becomes insolvent.

3.5 The use of the card for illicit purposes is prohibited.

4. Fees (including Commissions, Interest, and Costs)

4.1 The use of the card and the contractual relationship may be associated with fees (e.g. annual fee, second notice fee), commissions (e.g. commission on cash withdrawals at ATMs), interest, and (third-party) costs (e.g. handling fees for

transactions in foreign currencies), (hereinafter collectively referred to as «Fees»). With the exception of any third-party costs, the Client shall be notified of the occurrence, type, and amount of Fees on or in connection with the card applications and/or in another appropriate manner, and details may be obtained at any time from the Issuer's customer assistance or at www.swisscard.ch.

4.2 For transactions in currencies other than the card currency, the Client accepts the foreign currency rates applied and/or the conversion rates set by the card organizations.

4.3 The agreed interest is charged on all debits (except accrued interest) as of the respective statement date. Should the statement amount be paid in full within the specified time limit, i.e. at the latest on the date specified on the monthly statement, then interest on new amounts debited during that same statement period shall be waived. Should the statement amount not be paid in full or be paid only partially within the specified time limit, interest shall be charged on all debits (except accrued interest) until receipt of a partial payment, and thereafter on the outstanding balance remaining due until payment thereof. Receipt of payment by the Issuer is determinative.

5. Invoicing and Payment Terms

5.1 The Client will receive a monthly statement, either as hard copy or in electronic form, showing the balance due as well as the transactions processed in the statement period just ended. The indication of the balance on the monthly statement does not result in an objective novation of the debt. Unless otherwise agreed, the entire statement amount must be received by the Issuer no later than on the payment date indicated on the monthly statement. The Issuer reserves the right not to send a statement if no transactions occurred in the billing month or if the balance is zero.

5.2 The outstanding statement amount must be settled using a payment method accepted by the Issuer.

5.3 If cards can be used to withdraw cash from ATMs with direct debit, such withdrawals and any associated fees will generally be debited directly to the bank account indicated by the Client, and will appear only on the monthly statement from the Client's bank rather than on the monthly statements from the Issuer. The Issuer may decide at its discretion to make this function available and/or to restrict it (e.g. to certain countries, points of acceptance, currencies).

6. Payment Obligations

6.1 The Client undertakes to pay all outstanding amounts resulting from card transactions pursuant to section 3.2, the Fees pursuant to section 4, and any further expenses arising for the Issuer, such as those for recovering outstanding amounts due. The Client shall be held liable without reservation for all obligations resulting from use of the card and/or the contractual relationship.

6.2 The principal cardholder is jointly and severally liable with the additional cardholder for all obligations resulting from use of the additional card(s), and undertakes to pay all such debts.

7. Obligation to Cooperate and Exercise Due Care

The Client

- must sign the card immediately upon receipt with indelible ink in the space provided;
- must store the card, PIN, passwords, and other means of identification using the same care as with cash and separately from one another. The card may not be lent, transferred, or in any other way made available to third parties. The PIN, password, and other means of identification must be kept secret, protected during input, and no note of them may be made on the card or elsewhere, even in an altered form. Immediately upon receipt of the card, the Client is advised to change the PIN at a suitably equipped ATM. A PIN must not consist of easily ascertainable combinations (e.g. telephone numbers, dates of birth, car registration numbers);
- must always know where his card is located, and must regularly confirm that it is still in his possession;
- undertakes to use the secure payment methods supported by the Issuer (e.g. Verified by VISA, Mastercard® Secure Code®, American Express SafeKey);
- undertakes to use the card for cash withdrawals with direct debit (see section 5.3) only insofar as the necessary funds are available in the specified bank account;
- must check the transaction amounts and receipts presented to him before approving a transaction (see section 3.2) and must promptly resolve any discrepancies with the seller;
- must notify the Issuer immediately if he executes transactions or has not fully paid a statement amount and still has not received a monthly statement more than eight (8) weeks thereafter;
- Must check the monthly statements upon receipt using the transaction receipts he has kept, and**

must inform the Issuer of any discrepancies (particularly debits resulting from unauthorized use of the card) by telephone immediately and in writing at the latest within thirty (30) days of the statement date (date of postmark). Otherwise, the invoices shall be presumed to be correct. If the Client is requested to submit a claims/disputed transaction form, he must complete and sign this form and return it to the Issuer within ten (10) days of the request (date of postmark). A direct debit that is declined or revoked, or which fails for any other reason, shall not release the Client from the obligation to check the monthly statement and file any objections;

- must notify the Issuer immediately, in writing or in another manner accepted by the Issuer, regarding any changes to the information provided in the card application, particularly changes of name, address, mobile telephone number, and accounts, as well as any changes in beneficial owner (Form A) or earning capacity. Communications sent by the Issuer to the last known delivery address are deemed duly delivered;
- must notify the Issuer immediately if he does not receive a new Card at least fourteen (14) days before his existing card expires;
- must immediately (regardless of any time difference) notify the Issuer by telephone for the purpose of blocking the card in the event of an actual or even suspected loss, theft, or unauthorized use of the card and/or the PIN, passwords, or other means of identification. If a loss is incurred, the Client must, to the best of his knowledge and belief, cooperate in resolving the matter and in minimizing the loss. The local police must be notified in the case of suspected criminal offences;
- must immediately render any expired, replaced, invalid, blocked, cancelled, recalled, or falsified/forged card unusable and return it to the Issuer. The use of such a card is prohibited and may result in criminal prosecution.
- must, in the event that the card is blocked or cancelled, notify all points of acceptance where the card has been used as a means of payment for recurring services (e.g. newspaper subscriptions, memberships, online services) regarding the blocking/cancellation of the card.

8. Responsibility and Liability

8.1 Provided the Client complies fully with all of these General Terms and Conditions, in particular the obligations to cooperate and exercise due care, and provided he is not otherwise at fault, and subject to the provisions of section 8.2, the Issuer shall assume the charges resulting from proven unauthorized use of the card by third parties. In such a case, the Client must assign to the Issuer upon first demand all claims arising as a result of the damage event (including any insurance claims).

8.2 In general, and notwithstanding the provisions of section 8.1, the Client shall in all cases be responsible for:

- andirect as well as consequential damages of whatever type;
- Damages arising from violation of his duties to cooperate and exercise due care and other obligations pursuant to these General Terms and Conditions;
- Damages incurred because the Client cannot use the card as a means of payment, e.g. when the card is rejected by points of acceptance, when a transaction cannot be executed due to a block on the card, a change of limit, or for technical or other reasons, when the card is rejected by an ATM or another device or is damaged or rendered unusable by such a device, as well as any damages occasioned by the blocking, cancellation, or recall of the card;
- Damages in connection with secondary or additional card benefits (including loyalty programs);
- Damages in connection with offers or benefits provided by third parties (e.g. events or partner offers);
- Damages caused by the forwarding of the card, PIN, and/or other means of identification to the Client, his auxiliaries, or at the Client's request, as well as those resulting from dispatch to a delivery address specified by the Client at which the Client cannot personally take receipt of the card, PIN, or other means of identification;
- Damages caused when using certain electronic means of communication (see section 12), in particular due to incomplete verification, insufficient technical knowledge or security precautions, or as a result of transmission errors or delays, technical problems, disruptions, malfunctions, illegal tampering or other inadequacies, provided they are not the fault of the Issuer;
- Damages resulting from misuse of the card by people close to the Client or by people or companies connected with the Client (e.g. spouse, authorized agent(s), household members, additional cardholders).
- Damages that are covered by insurance.

8.3 If the Issuer does not absorb the damages, the Client shall be liable for all card transactions (including any Fees pursuant to section 4).

8.4 The Issuer declines all responsibility for the transactions executed using the card. In particular, any discrepancies, differ-

ences of opinion or disputes concerning goods or services and associated claims (e.g. related to defects, late or failed delivery) must be settled by the Client directly and exclusively with the point(s) of acceptance in question. The Client must nevertheless pay the monthly statements on time. When returning goods, the Client must ask the point of acceptance and/or the provider concerned for a credit confirmation and, in the case of cancellation, written confirmation of cancellation. Notices of cancellation for recurring services paid with the card (e.g. memberships, subscriptions, online services) must be submitted to the point of acceptance and/or the provider in question.

9. Credit Balances

9.1 The Issuer is authorized to transfer existing credit balances of the Client, in whole or in part, to the bank/Post account specified by the Client at any time and without prior notice. If the Client has not provided the Issuer with valid account information, then the Issuer may send the credit balance to the Client in the form of a check or in another appropriate manner to the last known delivery address of the Client, with the effect of discharging its corresponding obligation. The Issuer is authorized to charge to the Client all expenses associated with issuing and cashing the check or with the refund in any alternative manner.

9.2 Subject to other agreements, credit balances of the Client on the card account shall not accrue interest.

10. Card Renewal, Termination, and Blocking

10.1 Both the Client and the Issuer are entitled to terminate the contractual relationship in writing with immediate effect at any time and without stating any reasons. Cancellation of the principal card automatically results in cancellation of any additional cards. Additional cards may be cancelled by the additional cardholder as well as by the principal cardholder. In any event, the card shall expire on the date embossed upon it.

10.2 Upon termination of the contract, all outstanding statement amounts and other claims of the parties shall immediately become due for payment. There shall be no entitlement to full or partial reimbursement of Fees, particularly the annual fee (see Ziff. 4). The Issuer is entitled to stop crediting benefits from loyalty programs. The Client must also settle any debits occurring after termination of the contract in accordance with these General Terms and Conditions. In particular, the Client shall be liable for all charges from recurring services (see section 8.4).

10.3 If the client does not wish to receive a new card, or if he wishes to waive the renewal of additional cards, then he must notify the Issuer of this fact in writing at least two months prior to expiration of the card.

10.4 The Client and the Issuer may block cards at any time and without stating any reasons. The principal cardholder may have both the principal and additional cards blocked, while the additional cardholder may request only the blocking of the additional card.

11. Acquisition, Processing, and Disclosure of Data; Involvement of Third Parties

11.1 For purposes of verifying the card application and managing the contractual relationship, the Issuer is entitled to obtain information (e.g. regarding address, creditworthiness) from public agencies, the applicant's employer, the applicant's bank or post office, credit agencies and the Central Office for Credit Information (ZEK) or any agencies designated by law for this purpose (e.g. the Consumer Credit Information Office, IKO). The Client hereby authorizes the aforementioned public offices, persons, and authorities to release the corresponding information to the Issuer.

11.2 When the card is used, the Issuer receives transaction data (e.g. information about the point of acceptance, card number, expiration date, transaction amount and date, and the name of the Client as required for the transaction). This information is more detailed for certain transactions such as fuel purchases, airline ticket purchases, hotel bills and invoices for motor vehicle rentals. The Client agrees that data may be routed through the card Issuer's worldwide credit card network, even for transactions in Switzerland.

11.3 The Issuer may report cases of card blocking, serious payment arrears, or misuse of the card by the Client to the ZEK as well as to the relevant offices in the instances provided for by law. The ZEK may make such data accessible to other members of the ZEK if these other members wish to enter into or execute a contract with the Client (e.g. in connection with a loan or lease application). If the payments are made by the Client to the Issuer using direct debiting, the Issuer may provide the required data on the Client, the card, and the cumulative amounts of the expenditures to the corresponding bank.

11.4 If the card bears the name or logo of third parties, or if it offers loyalty programs, insurance coverage, or other third-party benefits, the Client authorizes the Issuer

to exchange data with such third parties (including their participating partners) both in Switzerland and abroad, insofar as this exchange is necessary to process the card application, operate the loyalty programs, manage an insurance relationship, or provide other benefits associated with the card, and authorizes these third parties to provide corresponding information to the Issuer.

11.5 The Issuer processes information about the Client in order to manage the contractual relationship and the ancillary or additional benefits associated with the card (e.g. insurance benefits, loyalty programs), for risk management, and for security purposes (e.g. for combating fraud). The Issuer and other points of acceptance are authorized to store data related to the card or loyalty programs on the card (e.g. on the magnetic strip, chip).

11.6 The Issuer processes information about the Client for marketing purposes and for market research, particularly for the development of products and services associated with the card relationship, use of the card, or with secondary/additional benefits, and in order to offer these, as well as insurance and other financial services (including those offered by third parties), to the Client. The Client may notify the Issuer in writing at any time that he does not wish to receive offers pursuant to this section 11.6.

11.7 For sections 11.5 and 11.6 above, the Issuer may in particular process information about the Client, his card(s), and details of the card transactions and any secondary or additional benefits (e.g. loyalty programs), and may create and analyze client, consumer, and transaction profiles («client profiles»).

11.8 The Issuer is entitled to engage the services of third parties in Switzerland or abroad to manage some or all of the services associated with the contractual relationship (e.g. application verification, contract processing, communications with the Client, management of loyalty programs), to create client profiles, for testing purposes, and for the sending of offers and information pursuant to section 11.6. The Client authorizes the Issuer to forward to such third parties, including those in countries worldwide, the data necessary for thoroughly and accurately performing the assigned tasks. The Client acknowledges and gives his consent that under certain circumstances, the data transmitted abroad may not be protected, or may not be protected as under Swiss law.

11.9 The Issuer is authorized to transfer and/or offer to transfer this contractual relationship, or individual rights and/or obligations arising herefrom, to third parties (e.g. financing companies in connection with securitization or payment collection companies) in Switzerland and abroad, and may give such third parties access to the data associated with the contractual relationship to the extent necessary (including due diligence). Transfer includes the right to further transfer within Switzerland and abroad.

11.10 The Client acknowledges that a proceeding in accordance with section 11.1–11.9 may result in third parties acquiring knowledge of his business relationship with the Issuer, and hereby explicitly releases the Issuer from any duty of confidentiality in this regard. The Client also releases the Issuer from any duty of confidentiality insofar as this is necessary to protect legitimate interests, in particular in the case of legal actions taken by the Client against the Issuer, to secure the claims of the Issuer and the liquidation of collateral furnished by the Client or third parties, and in the case of accusations by the Client against the Issuer either in public or before government authorities in Switzerland and abroad.

11.11 The Issuer is entitled, although not obligated, to record and store conversations and other forms of communication with the Client as evidence and for quality assurance purposes.

11.12 The Client acknowledges that the Issuer is not a bank and that the cardholder relationship as well as related information is therefore not subject to the provisions relating to banking secrecy.

12. Communication and Customer Assistance

12.1 The Client and the Issuer may utilize electronic means of communication (e.g. e-mail, SMS/MMS, Internet) where this is provided for by the Issuer. The Issuer reserves the right to require separate authorization for the use of electronic means of communication, in particular for changes to contract-related data (e.g. changes of address or payment type, cancellations, or card blocking) and services via the Internet («online services»).

12.2 The Issuer is entitled to send the Client warnings via SMS or in another appropriate manner regarding cases of fraud, notices of exceeded limits, etc.

12.3 The Issuer assumes no responsibility for the accuracy and completeness of data transmitted pursuant to sections 12.1 and 12.2 or for transfer times.

12.4 By accessing a website of the Issuer the Client acknowledges the applicable Terms of Use and the notices on data protection for the respective website (Privacy Policy) as binding.

12.5 The Client may contact Issuer's customer assistance at the number and address indicated on the monthly statement for all issues related to a card and/or the contractual relationship with the Issuer (specifically also for card blocking).

13. Other Provisions (including Governing Law and Jurisdiction)

13.1 The contractual relationship under these General Terms and Conditions shall be governed by Swiss law, excluding conflict-of-laws provisions and international treaties.

13.2 If the Client is a consumer and resides in Switzerland, the courts in his place of residence shall have jurisdiction for all disputes arising from this contractual relationship. The Client may also file suit in the domicile of the Issuer, however. For all other Clients, the place of performance and debt enforcement and the exclusive venue shall be Horgen. Nevertheless, the Issuer may also assert its rights before any other competent authority and before any other competent court. The foregoing shall be subject to the binding provisions of Swiss law.

13.3 These General Terms and Conditions replace all previous General Terms and Conditions between the Issuer and the Client involving cards. The Issuer reserves the right to amend these General Terms and Conditions (including the Fees pursuant to section 4) as well as the possible uses of the card (including card-related services) at any time. Changes shall be brought to the attention of the Client in an appropriate manner, and shall be deemed accepted if the card has not been cancelled by a specific date before the amendments enter into force. In the absence of a statement to the contrary by the Issuer, these General Terms and Conditions (including any amendments) shall also govern future card relationships (e.g. upgrades).

13.4 The additional cardholder authorizes the principal cardholder to make and accept all declarations concerning the additional card with effect for the additional cardholder as well.

II. Supplementary Provisions for Credit Cards, Not Charge Cards

14. Fixed Spending Limits

The spending limits set by the Issuer are a combined limit for the principal card and additional card(s) together. The Issuer may set a spending limit (global limit) for several cards issued as a package (bundle). The Issuer may change spending limits at any time without stating any reasons. Outstanding credit card balances reduce the established spending limits accordingly. The Client may use the card only within the established spending limit. The Issuer may request immediate payment of the amounts owed if spending limits are exceeded.

15. Installment Facility (Credit Agreement)

For credit cards, the Issuer may grant the option to make payment in installments.

13 – Table of Fees

	mydrive World Mastercard®	mydrive American Express Gold
Annual fee for additional card	50 CHF	100 CHF
Annual fee for additional cards	20 CHF	50 CHF
Replacement card (in the case of loss, theft or willful damage)	25 CHF	
ATM withdrawals in Switzerland	3,75%, min. 5 CHF	
ATM withdrawals abroad/bank counters	3,75%, min. 10 CHF	
Lottery, betting and casino transactions abroad	3,75%, min. 10 CHF	
Handling fee for paper statement (per monthly statement)	1,50 CHF	
Payment reminder fee	20 CHF	
Foreign currency or cross border handling fee	2,5%	
Copy monthly statement (per order)	10 CHF	
Duplicate monthly statement to the own or to a third address (annual flat rate)	25 CHF	
Mail order foreign countries (per monthly statement, in addition to the handling fee for paper statement)	1 CHF	
Address inquiry	25 CHF	
Card delivery by express or courier	effective costs, min. 25 CHF	
PostFinance fee for payment at a counter (Price from the post office charged for cash payments at a post office counter)	According to current postal charges	
Annual interest	The annual interest specified under paragraph 1 applies.	

14 – Terms of Use for cardservice

These terms of use («**Terms of Use**») govern the use of the Online Card Management Application cardservice («**Website**») by the Client. They shall take precedence in the event of discrepancies with the Terms and Conditions for Charge Cards and Credit Cards from Swisscard AECS GmbH («**GTGB**»), and shall be regarded as a special agreement in addition to the Legal Information and the Privacy Policy, which can be found at www.card-service.ch. The Terms of Use, the Legal Notices, and the Privacy Policy may be viewed each time the Website is used. By accessing the Website, the Client confirms that he has understood and accepted the Terms of Use, the Legal Notices, and the Privacy Policy.

1. Restrictions

The Website may be used only by the principal cardholder of a card issued by Swisscard AECS GmbH («**Issuer**») (see «**Login**»). The Issuer reserves the right to temporarily or permanently restrict, cease, or block the operation of the Website at any time, in whole or in part, without prior announcement, either universally or for individual Clients.

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

2. Use of the Website

2.1 Login

The user shall log in to the Website with his username, password, and an additional means of identification provided by the Issuer. The means of identification provided may be supplemented, changed, or replaced by the Issuer at any time. Use of the Website without the Client's agreement to these Terms of Use and to the Legal Notices and the Privacy Policy is prohibited. Anyone who logs in pursuant to this provision shall be regarded by the Issuer as an authorized party for use of the Website and for initiating the services contained on the Website.

2.2 Card management

The user account allows the Client to manage certain cards provided by the Issuer («**Cards**»), of which the Client is the principal cardholder. Additional cards cannot be managed by the holder of an additional card.

2.3 Electronic statements

The Website permits the Client to receive his monthly card statements electronically rather than in hard copy. If the Client no longer wishes to receive hard copies of statements, he can make a corresponding setting on the Website. He will then be notified via e-mail or in another suitable form as soon as a new statement is available.

Electronic statements shall be regarded as delivered when they are made available on the Website for the first time. The respective time limits, particularly the time limit for objections pursuant to section 3.4, shall begin as of this date. The Client must access the Website and check the statements at regular intervals, although at least once per month. If the Client is unable to meet this obligation for any reason, he shall promptly notify the Issuer. If the Client finds that he has not received any new statements for four (4) weeks from the receipt of the last statement, even though charges have been incurred during this period or there is still an outstanding balance on the account, he must promptly notify the Issuer of this circumstance.

The Issuer shall have the right to send statements exclusively or even supplementally in hard copy, without stating any reasons, to the Client's most recently provided postal address.

2.4 Objections to statements

Any objections to the Client with regard to statements must be submitted in writing as soon as the Client becomes aware of an issue, and within 30 days from the time the statement is accessed on the Website.

If this period expires without objection, then the statements shall be presumed to be correct.

2.5 Retention and use of statements

Because statements are retained on the Website only for a limited time, the Client is advised to save statements on his own data media or to print out hard copies of the statements as soon as they are accessed. There may be a charge for delivery of previous statements in hard copy.

The Client himself is responsible in accordance with any statutory regulations for the maintenance of records, appropriate retention, and further use and integrity of the accessed statements. The Issuer cannot guarantee that the electronically provided statements will be recognized as evidence by domestic and foreign authorities. The Client is responsible for the use of such statements in communications with the authorities.

3. Confidentiality

The Client expressly agrees, with cognizance and consent of

the associated risks, that the Issuer may communicate with him using electronic means, including the Internet, e-mail, and SMS, within the context of use of the Website. In particular, the Client acknowledges that during electronic data exchange, such as the use of the Internet or an e-mail service, data are transmitted without encryption over a public network that is, in principle, publicly accessible. Even if both the sender and the recipient are located in Switzerland, data may be transmitted across national boundaries, including via countries whose data protection requirements are less strict than those of Switzerland. Third parties could view, alter, and misuse data, and could make conclusions regarding existing or future banking or business relationships. The sender's identity could be simulated or manipulated. The Client's data could be lost during transmission, or could be intercepted by unauthorized third parties.

4. Security notices and duties of care

4.1 Access to the Website

The Client must keep his username and password («**Login Data**») secret, must refrain from recording them on his computer or elsewhere, even in modified form, and must take all measures necessary to prevent unauthorized use of the Login Data. He may not disclose the Login Data to third parties or store them in any other manner that allows third parties to gain knowledge thereof. The Client shall be responsible for the security of the information on his computer. In particular, the Client shall use only software from trusted sources. The Client shall ensure that his computer does not remain unsupervised when it is turned on, and shall ensure that no unauthorized third parties are in a position to read information being displayed on the screen. The Client must implement appropriate security measures to minimize the risk of unauthorized access to his computer. In particular, the operating system and web browser (including installed extensions, plug-ins, add-ons, etc.) must be kept up to date at all times. The Client must also undertake all security precautions as customary and in accordance with the current state of the art for the use of public electronic networks, particularly the use of continuously updated antivirus programs and the installation of a firewall. Should the Client have reason to fear that third parties have obtained unauthorized knowledge of the Login Data, he must promptly report this to the Issuer. The Client shall bear all consequences resulting from the disclosure or misuse of his Login Data or means of identification. The Issuer shall regard all actions that occur via the Website with the use of the Client's Login Data and means of identification as having been performed and approved by the Client.

4.2 Use

Even with state-of-the-art security precautions, absolute security cannot be guaranteed on the part of either the Issuer or the Client. The Client's terminal is part of the overall system, but is outside the control of the Issuer and may become a weak point in the system. Despite all security measures, therefore, the Issuer cannot assume any responsibility in particular for the terminal. In particular, the Client acknowledges the following risks:

- Insufficient knowledge of the system and lack of security precautions on the terminal could facilitate unauthorized access (e.g. insufficient protection for data stored on the hard drive, file transfers, screen radiation, failure to log out after using the Website, loss of the laptop or mobile device, deletion of Login Data and means of identification from memory, etc.).
- The creation of a usage profile for the Client by the network operator (e.g. Internet or SMS provider) cannot be ruled out. The operator has the ability to track when and with whom the Client has made contact.
- There is a risk that a third party could gain undetected access to the terminal during the use of the Website.
- There is a risk that viruses and other malware could be transmitted to the terminal when using a network (e.g. the Internet).

If security risks are ascertained, the Issuer reserves the right to interrupt the use of the Website at any time for the Client's protection until such risks are resolved. The Issuer assumes no liability for any damages incurred as the result of such an interruption.

5. Exclusion of warranty and liability

The Issuer cannot guarantee at any time either uninterrupted or uninterrupted access to the Website. The Issuer does not facilitate technical access to the Website. This is the Client's sole responsibility. In particular, the Client acknowledges that the Issuer does not distribute the special security software required for the use of its Website. The Issuer therefore assumes no responsibility for either network operators (e.g. Internet Service Providers) or the required security software.

The Issuer assumes no responsibility for the accuracy, precision, reliability, completeness, confidentiality, and transfer time of all electronically transmitted data. To the extent permitted by law, the Issuer precludes all liability for financial consequences of using the Website.

The Issuer assumes no liability for damages incurred by the Client as a result of transmission errors, technical defects, overload, disruptions (including system-related maintenance work), malfunctions, or illegal interventions and willful blocking of telecommunication equipment and networks, or other inadequacies on the part of the telecommunications equipment and network operators.

For any direct damages incurred by the Client through the use of the Website, the Issuer shall be liable only in the event of willful misconduct or gross negligence. In the event of slight negligence, the Issuer assumes no liability for any damages caused by its auxiliaries, agents, and servants in the performance of their duties.

The Issuer assumes no liability for damages incurred by the Client from the nonperformance of his contractual duties vis-à-vis third parties, or for indirect damages and consequential damages such as lost profits or third-party claims.

6. Changes to the Terms of Use

These Terms of Use may be updated or changed at any time. Any change shall be publicized on the Website and/or brought to the Client's attention in another suitable form. The changes shall be regarded as approved in the absence of a written objection within one month from their announcement, and in any case with the next use of the Website. The Client shall ensure that he regularly reads the current version of the Terms of Use.

7. Termination

The Client may terminate his use of these services at any time by means of written notice. The right of use shall also be automatically canceled when the card agreement is effectively terminated.

8. Statutory regulations

These Terms of Use shall remain subject to any statutory pro-

visions that govern the operation and use of the telecommunication equipment and networks, and such provisions shall also apply for the use of the Website as soon as they come into effect.

9. Fees

The Website is currently available for use by the Client at no charge. The Issuer reserves the right to introduce fees for the use of the Website, or to change existing fees at any time.

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15 – Terms and Conditions for Electronic Communication

The customer hereby confirms that the indicated email address and/or mobile telephone number (hereinafter referred to as the «electronic address») has/have been assigned to the customer in accordance with the law and is/are currently valid. **Acknowledging and consenting to the risks and duties to exercise due diligence listed below, the customer authorizes the issuer (including its agents offering or rendering services associated with the card) to send the following information to this electronic address with no further verification of authorization:**

- **Information about the client relationship and promotional material for the product** (e.g. information on statements and – if included in the applicable product – the loyalty program and insurance coverage, as well as tips regarding advantages to using the card, etc.) **and information about the card account (both from and retroactive to the date of this authorization).**
- **Fraud alerts.**
- **Requests for permission to send further information.** The information described in the request will not be sent without the customer's special consent.

Any further exchange of data (such as account queries) is possible only for specific products and only on the basis of a separate agreement.

Regardless of an authorization by the customer, the issuer reserves the right not to communicate electronically with clients domiciled outside Switzerland and/or with foreign electronic addresses.

The customer acknowledges that during electronic communication, data are transmitted without encryption via an open network with full public access, the Internet, or via mobile telecoms networks. The data are therefore transmitted regularly and without supervision across borders, even if the sender and recipient are both located in Switzerland. Data may be seen, modified, or misused by third parties. **It is therefore possible to conclude that a business relationship exists or will exist in the future, and the**

identity of the sender can be assumed or manipulated.

The customer acknowledges that electronic communication entails other risks (possible manipulation of the computer by unauthorized persons, unauthorized use of the customer's instruments of identification, etc.). Insufficient technical knowledge and inadequate security precautions can make it easier for unauthorized persons to access the system (e.g. insufficiently protected storage of data on the hard disk, file transfers, monitor glare, loss of the laptop or mobile telephone, etc.). The customer is aware that the provider can determine when and with whom the customer has been in contact, and can create a usage profile based upon this information. Thus there is a risk that a third party could surreptitiously gain access to the customer's computer when the customer is online, and that despite any precautionary measures, computer viruses and other malware could infect the customer's computer.

The customer acknowledges that the terms and conditions for the charge and credit cards of Swisscard AECS GmbH (the GTCs) also apply for electronic communication, particularly the duty to report any address changes set out in para. 7 (i), the disclaimers set out in para. 8.2 (f) to (h), and the release from any confidentiality obligation as set out in para. 11.10. The customer will inform the issuer without delay regarding any suspicion of misuse of the electronic address.

Subject to cases of wilful intent or gross negligence, neither the issuer nor third parties commissioned by the issuer assumes liability for any losses arising from errors, delays, or interruptions in transmission (including indirect and consequential damages). The issuer may at any time interrupt or block the receipt and transmission of information, etc. via an electronic address, either overall or in reference to specific services, particularly if misuse is suspected.

This authorization applies equally for any other card products (charge cards or credit cards) of the issuer (hereinafter referred to as the «cards») being used by the customer. If the

customer modifies the authorization, it will apply equally to all of the customer's cards. Any previously granted authorizations will be altered accordingly. The authorization may be revoked at any time by means of a declaration to the issuer. Such a revocation will apply to all such cards of the customer existing as of the date of the revocation.

If the customer does not enter any electronic address in this application, this will not be considered as a revocation of a previously granted authorization for electronic communication, and will furthermore cause no deletion of a previously disclosed electronic address (e.g. for other cards). If the customer has entered an email address and/or a mobile telephone number for other cards and granted an authorization of electronic communication for it/them, but enters only one or neither of the two types of electronic addresses in this application, then the indications regarding electronic addresses entered in the application for these cards will be auto-completed based on the previously disclosed electronic address(es). If the electronic address specified in this application differs from a previously specified address, then the previously specified address will be replaced accordingly. Changes (including the later entry of another electronic address) will apply to all cards. The authorization for electronic communication will continue to apply likewise to the electronic address modified/updated accordingly.

Any request for the deletion of the email address or mobile telephone number must be made expressly and will apply to all cards.

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