

Cornèrcard Mobile Payment in Fitbit Pay – General Terms and Conditions Defined by Cornèr Bank Ltd. (Hereinafter Referred to as the “Bank”)

By ordering and installing the Mobile Card (as defined below) in Fitbit Pay, you fully and unconditionally accept these Terms and Conditions, which govern the installation and use of your Mobile Card:

Definitions:

“Card” means the Cornèrcard prepaid card or credit card issued by the Bank, as referred to in the Cardholder Application, whether in plastic or virtual card form and/or in Mobile Card form, which has been enabled by the Bank for use in Fitbit Pay. The Bank will decide at its sole discretion which Card types are enabled for use in Fitbit Pay, subject to change or cancelation by the Bank from time to time with or without prior notice.

“Cardholder” means the Cardholder referred to in the Cardholder Application.

“Cardholder Application” means the respective prepaid card or credit card application signed by the Cardholder, including the terms and conditions of use for Cornèrcard Visa or Mastercard® payment Cards, by which terms and conditions the Cardholder will also be bound when using the Card(s), digitalized through the Mobile App.

“Card Transaction” means any Card Transaction referred to in the Cardholder Application (i.e. any purchases of goods and/or services or any cash advance effected by means of the Card). All references to Card Transactions are deemed to include Contactless Transactions effected by means of a Mobile Card.

“Contactless Transaction” means any Card Transaction carried out at a point-of-sale terminal through Near Field Communication (NFC) technology by means of the Mobile Card, within such transaction amount limits as may be defined by the Bank at its discretion from time to time.

“Enabled Device” means a smart fitness watch or fitness bracelet with NFC capability, capable of supporting the Mobile Card function.

“In-App Payment(s)” means any Card Transaction(s) effected via an enabled merchant app by means of the Mobile Card, within such transaction amount limits as may from time to time be defined by the Bank at its sole discretion.

“Mobile App” (or “Wallet”) means the app installed directly on the Cardholder’s Enabled Devices supported by the Bank. Cardholders will need to download and launch the Mobile App in order to use the Mobile Payments Function. The Mobile App may be preinstalled on Enabled Devices.

“Mobile Card” means a form of the Card to be used for effecting Contactless Transactions at merchant establishments with a point-of-sale payment terminal or for In-App Payments in enabled merchant apps; this Card form may be used by launching the Mobile Payments Function on an Enabled Device.

“Mobile Payments Function” means the contactless Visa or Mastercard payment application, currently known as Visa payWave or Mastercard Paypass (the availability of which is subject to such terms and conditions as the Bank and Visa or Mastercard may from time to time determine), as provided via the Mobile App.

1. These Terms and Conditions supplement the Cardholder Application and constitute an integral part thereof. Together they govern the rights and obligations of the Bank and the Cardholder with regard to the Mobile Card. Any terms and expressions defined in the Cardholder Application have the same respective meanings when used in these Terms and Conditions, unless otherwise defined in these Terms and Conditions. In the event of any inconsistencies between these Terms and Conditions and the Cardholder Application, these Terms and Conditions prevail.
2. Mobile Cards are issued at the Bank’s absolute discretion. Mobile Cards are enabled only for Cardholders who already hold a Cornèrcard in plastic or virtual card form.
3. Cardholders applying for a Mobile Card shall follow the guidance provided by the Bank and/or the Wallet service provider during the Mobile Card installation/initialization and launch. Cardholders bear full responsibility for any failure or delay in doing so.
4. Cardholders shall refrain from setting up and/or using the Mobile Card on an Enabled Device running any pirated, hacked, fake, and/or unauthorized applications or in which a software lockdown has been overridden (including, but not limited to, jailbroken or rooted Enabled Devices).

5. Cardholders shall act in good faith and shall exercise reasonable care and diligence in safekeeping the Mobile Card. At no time, and under no circumstances, must Cardholders permit their Mobile Cards to come into the possession or under the control of any third party. Cardholders shall bear all risks and consequences ensuing from use of the Mobile Card by unauthorized parties or for unauthorized purposes.
6. Upon discovery or suspicion that a Mobile Card has come into the possession or under the control of any unauthorized party, or that any unauthorized Contactless Transaction has been made, Cardholders shall immediately notify the Bank of the incident, either in person or by telephone to such telephone number(s) as the Bank may from time to time designate. Until such time as the Bank has actually received such notification, Cardholders continue to bear full liability for any and all use of the Mobile Card by unauthorized parties or for unauthorized purposes.
7. Mobile Cards may not be used for teller cash withdrawals. They also may not be used for the operation of Automated Teller Machine (ATM) facilities.
8. Mobile Cards may only be used for Contactless Transactions at eligible point-of-sale payment terminals and for In-App Payments in enabled merchant apps.
9. The Bank will not be liable for any loss or damage or malware infection suffered by the Cardholder’s data files, software, Enabled Devices, or other equipment, as may be caused by the installation, launch, and/or use of the Mobile Card, the Cornèrcard app, the Mobile App, and the Mobile Payments Function.
10. Cardholders shall bear sole responsibility for ensuring that they have Enabled Devices capable of supporting use of the Mobile Card.
11. Cardholders shall bear all fees, charges, or expenses that may be imposed by cell phone service providers and/or telecommunications service providers for, or in relation to, the installation and/or use of the Mobile Card.
12. Cardholders may cancel or terminate the Mobile Card (with or without cancelation or termination of the Card in plastic or virtual card form) at any time. The Bank may cancel or terminate a Mobile Card (with or without termination of the Card in plastic or virtual card form) at any time by canceling the Mobile Card, with or without prior notice and with or without cause.
13. Data security: When downloading or using the Mobile App and the Mobile Card, the Cardholder’s data will be transferred via a network that can, in principle, be accessed by any third party. This means that third parties, irrespective of their location, could infer that there exists a business relationship between the Cardholder and the Bank, or that such a relationship has existed in the past or could exist in the future. Also, in cases where sender and recipient reside in the same country, data is often transferred over such networks via third countries, i.e. via countries where the level of data protection is not the same as in their country of residence. There is no available control mechanism for preventing this. Even where data is encrypted, the names of the sender and the recipient of a message will remain unencrypted and thus visible. In addition, it is possible that a Cardholder’s data could be lost during transmission or intercepted by an unauthorized third party. The Bank accepts no responsibility for the security of the Cardholder’s data during its transmission over the Internet, nor will it be liable for any direct or indirect damage resulting from the loss or unauthorized interception of such data by third parties or from any failure to comply with the present Terms and Conditions.
14. The Cardholder authorizes the Bank to communicate data relating to the Card and/or the Cardholder’s cell phone number to the company charged with the procedures for the digitalization and integration of the Mobile Card on an Enabled Device. The Cardholder acknowledges and accepts that the company entrusted by the Bank with the personalization procedure may be domiciled outside Swiss territory and that, as a result, a possibility exists that the Cardholder’s data may be transmitted to a foreign country.

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