

## General Terms and Conditions for the Prepaid Cornercard Surprise Gift Cards (Single load) of Cornèr Bank Ltd.

### 1. General/Card issuance

Cornèr Bank Ltd. (hereinafter referred to as the "Bank") shall issue a personal VISA prepaid card (hereinafter referred to as the "Card") to the applicant. The Card is exclusively available when applied for from the Bank (Cornercard). The Card shall remain the property of the Bank and will be issued after a one-off issue fee has been paid. **The cardholder shall keep the Card in a safe place and protect it against unauthorized access.** The cardholder shall be liable in respect of any and all obligations that may arise through use of the Card and under these General Terms and Conditions, and for all consequences that may arise from failure to comply with the duty to safeguard the Card. Prior to using the Card, the cardholder must activate the Card in accordance with the procedure described under section 8. of these General Terms and Conditions. The cardholder must provide his cell phone number as part of the activation procedure, unless he hands the Card over to a third person. In this case, this person shall be deemed to be the cardholder and is automatically subject to and bound to - and acknowledges - these General Terms and Conditions (included for this purpose in the Card package). The cardholder may activate a maximum of three Cards using his cell phone number. **No more than CHF 150 may be loaded onto each Card or CHF 450 in total onto three cards issued to a single cardholder.** The Bank may refuse to activate the Card, in particular, but not exclusively, for legal reasons. In such an event, the Bank shall refund the preloaded amount to the cardholder.

### 2. Validity of the Card/Spending limit

The Card shall be valid until the date embossed upon it. The cardholder shall sign the Card as soon as it is received. The Card may be used until the amount loaded when purchased has been exhausted. The spending limit will be reduced each time the Card is used. Spending in excess of the limit set is not permitted. If the spending limit is nevertheless exceeded, the cardholder shall repay the excess amount immediately and in full.

### 3. Use of the Card

The cardholder is entitled to purchase goods and services from affiliated merchants, provided that such merchants are equipped with the electronic acceptance device required for VISA cards. **Cash withdrawals are not permitted.** Affiliated merchants are entitled to require proof of identity. By submitting the Card application (or, as may apply, by signing the appropriate voucher), the cardholder agrees that the amount concerned is correct. Moreover, the cardholder accepts the transactions amounts of any transactions carried out using the Card or the Card details but without any signature (e.g. online). The cardholder irrevocably authorizes the Bank to pay the transaction amount to the affiliated merchant. The cardholder will be liable to the Bank in respect of any amounts paid by the Bank. The Bank reserves the right not to honor those Card applications (or, as may apply, vouchers) that do not comply with these General Terms and Conditions. The Card merely functions as a cashless means of payment. The Bank shall not be responsible or liable in respect of any transactions carried out using the Card. In particular, the cardholder acknowledges and agrees that the Bank shall not be liable even if, for any reason, the affiliated merchants do not accept the Card, or accept it only in part. The cardholder further acknowledges that the Bank shall not be liable for the services provided by same and shall refrain from making any complaint to the Bank in connection with the vouchers themselves and/or any related transactions. This also applies in the case of late delivery of, or failure to deliver, goods or services. In the event of disputes or complaints of any kind concerning goods or services, or the exercise of any right accruing therefrom, the cardholder shall solely and only approach the affiliated merchant. The Card may only be used for transactions that are lawful.

### 4. Processing of transactions/Verification of the balance

All purchases and other transactions made using the Card or the Card details, as well as all deposits, will be recognized on a value date basis according to the date of the accounting entry. The cardholder shall accept the exchange rate used by the Bank in respect of any expenditure or top-ups in currencies other than the Card currency. The cardholder may obtain the Card balance directly from the Bank at any time via Internet, telephone, or SMS (further information is provided under section 8. of these General Terms and Conditions). The balance includes all transactions notified to the Bank up to the evening of the previous working day.

### 5. Balance refunds/Deadline and Waiver

The cardholder may request the transfer of any balance left on the Card when it expires, less a CHF 25 charge, to an account in his name held at a bank authorized in Switzerland. **The cardholder shall be deemed to have waived his right to receive the balance at the end of 12 months from the date on which the Card expired.**

### 6. Loss of the Card

**The Card shall not be replaced** in the event of it being lost or stolen.

### 7. Blocking of the Card

The Bank reserves the right to block and/or recall the Card at any time, without prior notice and without having to provide reasons. Any decision to block or recall the Card will be final and incontestable. The Bank accepts no liability whatsoever for any consequences that may arise for the cardholder as a result of blocking and/or recalling the Card. It is unlawful to use a blocked Card. Legal action may be taken in respect of any such use and in respect of any obligations incurred by the cardholder as a result. The Bank reserves the right to provide the affiliated merchants or banks with any information they may require for the purpose of recovering any amount owed directly from the cardholder.

### 8. Activation/Payments/Balance consultation/Blocking and unblocking the Card/Charges

#### 8.1. Card activation

The Card can only be used once activated. This is done as follows:

– **By SMS:** send "Register" along with your 13-digit activation code (reference number), which can be found on the reverse of the Card, and the last four digits of the Card number to +41 76 601 30 10. Example: "Register 1000023456789 1234", or

– **By telephone:** +41 900 90 41 41 (CHF 1.90/minute from a landline)

#### 8.2. Payments

Your VISA card is accepted all over the world: while traveling, on vacation, online, and with day-to-day purchases. Your name will not appear on the Card. As is often the case when shopping online, you may be required to provide your first and last names in the "Cardholder" field. Cash withdrawals are not permitted. Cash withdrawals are not permitted.

#### 8.3. Checking your balance

The Card balance can be checked at any time via [your.cornercard.ch/surprise](http://your.cornercard.ch/surprise) (no charge), or via SMS to +41 76 601 30 10 (CHF 0.60 per SMS) with the keyword "SALDO" and the last four digits of your Card number, or by telephone at +41 900 90 41 41 (CHF 1.90/minute from a landline).

#### 8.4. Blocking/unblocking the Card

By telephone: +41 900 90 41 41 (CHF 1.90/minute from a landline)

#### 8.5. Charges

Foreign-currency processing fees: 2%

Help Line 24h: CHF 1.90/minute from a landline

Issuing costs: CHF 20

The cardholder confirms that he has duly noted and agrees unconditionally to the applicable charges. In exceptional cases and if the Card cannot be activated, the cardholder may apply for the balance to be refunded, less Bank administration fees of CHF 25.

### 9. Data protection and processing/Other provisions/Applicable law and place of jurisdiction

The Bank shall hold personal data in accordance with the provisions of the Swiss Federal Act on Data Protection of 19 June 1992 (FADP) and the applicable implementing provisions, and shall take all reasonable steps to ensure that data are held securely at all times. Unless otherwise provided by law or these General Terms and Conditions, personal information shall not be passed on without the consent of the cardholder. For the purpose of ensuring Card functionality within the VISA network, the cardholder authorizes the Bank to disclose his personal data to third parties to the extent required, i.e. to entities within the financial sector and affiliated merchants/banks involved in the relevant international card payment system, card producers, entities responsible for adding and/or managing the applicable data to cards, entities holding the applicable card license and international entities responsible for authorization and clearing. For the purposes of complying with the «know-your-customer» rules and anti-money-laundering requirements, the Bank shall be entitled to perform any checks that may be required to verify the identity of the cardholder, to the extent permitted by applicable law. The cardholder acknowledges and agrees to the foregoing data processing arrangements. **The cardholder/Card applicant also agrees that the Bank or third parties appointed by the Bank may store, process, and use personal data of the cardholder and/or Card applicant as well as transaction data, in particular for the purposes of marketing, market research, and creating customer profiles.** The following data may be processed, in particular: information on the cardholder/Card applicant, Card transactions, and any additional or ancillary services.

The Bank is entitled to commission third parties in Switzerland or abroad to perform, in full or in part, all services pertaining to the contractual relationship, including reward and loyalty programs (e.g. application reviews, card manufacture, contract management, online services, payment collections, client communications, credit risk calculations, payment processing, IT) and for the improvement of the risk models used in granting credit limits and fraud prevention. The cardholder authorizes the Bank to provide these third parties with the data necessary for the diligent performance of the tasks assigned to them and, if required, to transmit this data abroad for this purpose. Data shall only be disclosed if the recipients undertake to keep the data confidential, to maintain an appropriate level of data protection and to ensure that any other contracting partners are also bound by this obligation. The cardholder acknowledges that data transferred abroad may not be subject to data protection or to an equivalent level of data protection to that under Swiss law. Personal data are maintained in electronic and/or paper format. Any Cornercard correspondence is printed, packed, and prepared for dispatch by partner companies located in Switzerland that have been entrusted by the Bank with the provision of such services in Switzerland. The Bank may offer to assign or assign all or any of the rights accruing to it under this contract (use of the Card, annual subscription fee, etc.) to third parties both within Switzerland and abroad. It will be authorized to disclose information and data in connection with this contract to such third parties at any time. If such third parties are not subject to Swiss bank-client confidentiality, such information will be disclosed only if the recipients undertake to keep the information and data confidential and to ensure that any other contracting partners are also bound by this obligation (as a general rule, information and data will only be disclosed to third parties for debt recovery and enforcement purposes). The Bank is entitled to record telephone conversations between it and the cardholder on quality assurance and security grounds, to store such recordings on data carriers, and to retain these for a period of one year. The cardholder accepts that with respect to transactions conducted in Switzerland, data will be forwarded to the Bank via the international credit card network.

The cardholder acknowledges and agrees that, for the purposes of his business relationship with the Bank, he will be solely responsible for complying with all statutory and regulatory requirements, including but not limited to any requirements pertaining to tax, which may apply to him pursuant to the law of the jurisdiction in which he is resident or domiciled, or in general, pursuant to the laws of all jurisdictions in which he is required to pay tax in respect of any credit balance available on the Card. The Bank will have no liability whatsoever in respect of such compliance.

The cardholder confirms that he has read and understood the terms set out in these General Terms and Conditions and the schedule of "Charges, Interest Rates, and Fees" (available at [cornercard.ch/e/prices](http://cornercard.ch/e/prices)) and, by signing the Card application form, and/or the Card, and/or by activating the Card, agrees to all the applicable terms. **Using the Card also constitutes further confirmation of acceptance of the General Terms and Conditions and the schedule mentioned above.**

The Bank reserves the right to amend these General Terms and Conditions at any time and publish the new version on the corresponding website. Any amendments shall be deemed to have been accepted unless the cardholder raises an objection within 30 days of the date of notification. **All legal relations between the cardholder and the Bank will be governed by and construed in accordance with Swiss law. Lugano (Switzerland) will be the place of performance, the place of debt enforcement for cardholders residing abroad, and the exclusive place of jurisdiction for all disputes, subject to mandatory provisions of Swiss law. The Bank will, however, also have the right to take legal action against the cardholder in the competent court of his place of residence or in any other competent court.**

These General Terms and Conditions may be viewed at [cornercard.ch/e/gtc](http://cornercard.ch/e/gtc).

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