

Cards, issued by Credit Suisse,
processing services provided by Swisscard AECS AG



Terms and Conditions

Terms and Conditions for Charge Cards and Credit Cards from Credit Suisse

I. General Provisions

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.

These General Conditions apply to all cards issued by Credit Suisse (hereinafter referred to as the «issuers»):

- Charge cards (without fixed spending limits);
- Credit cards (with fixed spending limits); hereinafter referred to together with charge cards as «cards»).

The Issuer has appointed Swisscard AECS AG to operate the card business.

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

Section II («Supplementary Provisions for Credit Cards, Not Charge Cards») of these General Conditions applies to credit cards in addition to the general provisions in section I.

1. Issue of Cards and Acknowledgement of the General Conditions

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

1.2 At the latest when signing and/or using the card, the Client confirms he has read, understood and accepted these General Conditions, and has also accepted the fees (see section 3) applicable at the time the card is used.

1.3 Each card issued remains the property of the Issuer.

2. Card Use and Approval

2.1 The card entitles the Client to buy goods and services from points of acceptance worldwide.

2.2 Card transactions are deemed approved in the following cases:

a) When the Client signs the transaction receipt; or

b) **When the Client or a third party uses the personal identification number (PIN) at ATMs or other devices to obtain cash, goods or services, or when the PIN is used in any other way for approval purposes.** Depending on the product, the PIN is to be requested from the Issuer. The Issuer may set withdrawal limits; or

c) Without the Client or a third party using the card or the PIN when the name, card number, expiry date and sometimes a verification number are simply stated or other means of identification are used (e.g. for distance transactions such as purchases by telephone, correspondence and Internet); or

d) When the Client or a third party uses the card without signing or using a PIN and/or other means of identification (e.g. at automated pay points such as in car parks or on the motorway).

2.3 The Client (also the principal cardholder in the case of additional cards) acknowledges all transactions authorized pursuant to section 2.2, 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, but not the obligation, for the Issuer to authorise transactions.

3. Fees (Including Commissions, Interest and Costs)

3.1 Card use and/or the contractual relationship can give rise to fees (e.g. annual fees, reminder fees), commissions (e.g. commission on cash withdrawals at ATMs), interest on arrears and possibly credit interest, and (third-party) costs (e.g. foreign exchange transaction handling fees), together referred to hereinafter as «Fees». With the exception of any third party costs, the occurrence, type and amount of Fees are notified to the Client on or in connection with the card application and/or in another appropriate manner, and details may be obtained at any time from Swisscard AECS AG customer assistance or at www.swisscard.ch.

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

3.3 If the sum indicated on the monthly statement is not paid, or not paid in full, to the Issuer by the payment date specified, interest on arrears pursuant to section 3.1 will be payable – without any reminder – on the entire invoice amount from the statement date until payment is received, and on any outstanding balance remaining due until paid.

4. Invoicing and Payment Terms

4.1 The Client will receive a monthly statement showing the balance due as well as the transactions processed in the billing period just ended. The indication of the balance on the monthly statement does not result in the debt being carried forward. Unless otherwise agreed, the entire statement amount must be received by the Issuer by the payment date indicated on the monthly statement.

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

4.3 If the card can be used to withdraw cash from ATMs with direct debit, such withdrawals and any associated fees will generally be debited directly to the account indicated by the Client and will appear only on the monthly statement from the Client's bank and not on the Issuer's monthly statements. 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).

5. Payment Obligations

5.1 The Client undertakes to pay the Fees pursuant to section 3, all outstanding amounts resulting from card transactions pursuant to section 2.2, as well as any further expenses arising for the Issuer in recovering outstanding amounts due. He will be held liable without reservation for all obligations resulting from use of the card and/or the contractual relationship.

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

6. Obligation to Cooperate and Exercise Due Care

The Client

a) Must sign the card with a water proofed pen in the space provided immediately upon receipt;

b) Must store the card and PIN separately and with the same care as with cash. The card may

not be lent, transferred or in any other way made available to third parties. The PIN must be kept secret and no note of it may be made on the card or elsewhere, even in an altered form. The Client is advised to change the PIN at a suitably equipped ATM immediately upon receipt of the card. A new PIN must not consist of easily ascertainable combinations (e.g. telephone numbers, dates of birth, car registration numbers);

c) Undertakes to use the secure payment methods supported by the Issuer (e.g. Verified by VISA or MasterCard Secure Code);

d) Undertakes to use the card for cash withdrawals with direct debit (see section 4.3) only insofar as the necessary funds are available on the relevant account;

e) Before approving a transaction (see section 2.2), must check the receipts or transaction amounts presented to him or generated electronically;

f) Must notify the Issuer immediately if he executes transactions and does not receive a monthly statement for more than eight (8) weeks thereafter;

g) **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, statements will be considered approved by the Client.** If the Client receives a claims/disputed transaction form, he must complete and sign it, and return it to the Issuer within ten (10) days of receipt (date of postmark). A direct debit that is declined or revoked or fails for any other reason does not release the Client from the obligation to check the monthly statement and file any objections;

h) Must immediately notify the Issuer of any changes of name, address or account, as well as any changes of beneficial owner (Form A) in writing or in any other manner accepted by the Issuer. Communications sent by the Issuer to the last known address/number are deemed duly delivered;

i) Must notify the Issuer without delay if he does not receive a new card at least fourteen (14) days before his existing card expires;

j) Must request the Issuer immediately (regardless of any time difference) to block his card in the event of actual or even suspected loss, theft or unauthorized use of the card and/or the PIN. 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. In the case of criminal offences, the police must be notified;

k) Must immediately render any expired, invalid, blocked, cancelled, recalled or falsified/forged card unusable and return it to the Issuer. Use of such a card is prohibited and may result in prosecution.

7. Responsibility and Liability

7.1 Provided the Client complies fully with the entire content of these General Conditions, in particular the obligations to cooperate and exercise due care, and provided he is not otherwise at fault, the Issuer will assume the debits resulting from proven unauthorized use of the card by third parties. In such a case, the Client must assign to the Issuer all claims arising as a result of the damage (including any insurance claims).

7.2 In general and notwithstanding section 7.1, the Client must assume in all cases:

a) Indirect as well as consequential damages of whatever type;

b) Damages that arise 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;

c) Damages in connection with secondary or additional card benefits (including loyalty programmes);

d) Damages caused by the forwarding of the card, PIN and/or other means of identification by 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;

e) Damages caused when using certain electronic means of communication (see section 10), in particular due to incomplete verification, insufficient technical knowledge or security precautions, or as a result of transmission errors or delays, technical faults, disruptions, malfunctions, illegal interventions or other inadequacies, provided the Issuer is not solely responsible for these;

f) Damages resulting from card misuse by people close to the Client or people or companies connected with the Client (e.g. spouse, authorized agent, household members, additional cardholders).

g) Damages that are covered by insurance.

7.3 If the Issuer does not assume any damages, the Client will be liable for all card transactions (including any Fees pursuant to section 3).

7.4 The Issuer declines all responsibility for the transactions executed using the card. In particular, any discrepancies, differences of opinion or objections concerning goods or services and associated claims (e.g. 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 bills 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. Notice of cancellation of recurring services paid for using the card (e.g. memberships, subscriptions, online services) must be submitted to the point of acceptance and/or the provider in question.

8. Card Renewal, Termination and Blocking

8.1 Both the Client and the Issuer are entitled to terminate the contractual relationship in writing 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 terminated by the additional cardholder as well as by the principal cardholder. In any event, the card expires on the date embossed on it. The Issuer will supply the Client with a new card in good time before his existing card expires.

8.2 Upon termination of the contract, all outstanding invoice amounts and other claims of the parties will become due for payment immediately. There will be no entitlement to full or partial reimbursement of Fees (see section 3). The Issuer is entitled to stop crediting benefits resulting from loyalty programmes. The Client must also settle any debits occurring after termination of the contract in accordance with these General Conditions.

8.3 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 only request the blocking of the additional card.

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

9.1 For the purposes of checking the card application and processing the contractual relationship (including conducting and possibly repeating creditworthiness checks), the Issuer is entitled to obtain information from public offices, the applicant's employer, external credit investigators, the applicant's bank or post office, credit agencies and the Central Office for Credit Information (ZEK) or any offices designated by law for this purpose (e.g. the Consumer Credit Information Office), and also to 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 is permitted to make such data accessible to other members of the ZEK. The Issuer is further entitled to send the Client warnings about cases of fraud, notices of exceeded limits, etc.

9.2 If the card bears the name or logo of third parties, or offers insurance cover or other services of third parties, the Client authorizes the Issuer to exchange data with such third parties (including their partners involved), insofar as this exchange is necessary to operate the card programmes (including loyalty programmes), process an insurance relationship or provide other benefits associated with the card.

9.3 The Issuer is authorized to propose products and services associated with the card relationship or card use, card programmes (including loyalty programmes), as well as insurance and other financial services (also provided by third parties) to the Client in writing or verbally, and to send him information on such products and services. The Issuer may generate and evaluate client, consumption and preference profiles for the purpose of developing and offering suitable products. There will be no analysis or processing of data on individual transactions on a client basis (so-called shopping basket analyses). The Client may at any time notify the Issuer in writing that he does not wish to receive information and offers from the Issuer pursuant to this paragraph.

9.4 The Issuer is authorized to engage the services of third parties in Switzerland or elsewhere in the world to carry out some or all of the tasks regarding processing all services associated with the contractual relationship, including loyalty programmes (e.g. application checking, contract processing, payment collection, client communication, calculation of credit risks), improving the risk models applied when setting limits and combating fraud, as well as analyzing data and sending offers and information pursuant to section 9.3. The Client authorizes the Issuer to forward the data necessary for carefully performing the assigned tasks to such third parties, including to countries worldwide.

The Client acknowledges that the data transmitted abroad may not be protected, or not in the same way as under Swiss law. The third parties mandated by the Issuer are not deemed to be auxiliaries.

9.5 The Issuer is authorized to transfer and/or offer to transfer this contractual relationship, or individual claims and/or obligations arising herefrom, to third parties (e.g. payment collection companies) in Switzerland and abroad, and may give such third parties access to the associated data to the extent necessary.

9.6 The Issuer and points of acceptance are entitled to save card- and/or loyalty programme-related data on the card (e.g. on the magnetic strip, chip).

9.7 The Client acknowledges that proceeding in accordance with sections 9.1 to 9.6 causes third parties to acquire knowledge of his card relationship with the Issuer, and hereby releases the Issuer from banking secrecy in this regard.

9.8 The Issuer is entitled, but not obliged, to record and store conversations and other forms of communication with the Client for purposes of proof and quality assurance.

10. Communication and Customer Assistance

10.1 The Client and Issuer may make use of 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 the conclusion of a separate agreement 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»).

10.2 Regarding data transmitted pursuant to section 10.1, the Issuer assumes no responsibility for its accuracy and completeness, or for transfer times.

10.3 The Client may contact Swisscard AECG AG customer assistance at the number and address indicated on the monthly statement for all issues in connection with a card and/or the contractual relationship with the Issuer (in particular card blocking).

11. Further Provisions (Including Applicable Law and Place of Jurisdiction)

11.1 The contractual relationship under these General Conditions is subject to Swiss law, to the exclusion of conflict-of-laws provisions.

11.2 The exclusive place of jurisdiction for all legal proceedings and the place of performance and enforcement for Clients not resident in Switzerland is Zurich 1. However, the Issuer may assert its rights before any other competent authorities, without prejudice to the binding provisions of Swiss law.

11.3 These General Conditions supersede all previous General Conditions. The Issuer reserves the right to amend these General Conditions (including the Fees pursuant to section 3) as well as the card utilization possibilities (including card-related services) at any time. Changes will be brought to the attention of the Client in an appropriate manner, and will 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, the General Conditions (including any amendments) will also govern future card relationships (e.g. upgrades).

11.4 The additional cardholder authorizes the principal cardholder to make and accept all declarations concerning the additional card and which apply also to the additional cardholder.

II. Supplementary Provisions for Credit Cards, Not Charge Cards

12. Fixed Spending Limits

12.1 The spending limit set by the Issuer is a combined limit for the principal card and additional card(s) together. The Issuer may change the spending limit at any time without stating any reasons. Outstanding credit card balances reduce the set spending limit. The Issuer may request immediate payment of the amounts owing if the spending limit is exceeded.

13. Instalment Facility (Credit Agreement)

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

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