

Terms and Conditions for Company Visa cards by Cornèr Europe Ltd.

The following Terms and Conditions for Visa Cards apply to contractual relations between the company applying for a card for its employees, the Holder of one or more Visa Cards and Cornèr Europe Ltd.

1. Definitions

In these Terms and Conditions for Visa cards (the "Terms and Conditions"), the following terms have the following meanings:

1. **"Affiliated Merchant/affiliated banks"** means an entity that is part of the Visa network(s) and consequently accepts cash-free payment for products and services from the Cardholder using the Card/ a financial institution which accepts cash withdrawals from Cashpoint Machines or its branches by the Cardholder using the Card;
2. **"Business Day"** refers to any day on which the Card Issuer is open to perform Payment Transactions
3. **"Card"** refers to any personal non-transferable Visa Business credit card or prepaid card, issued by the Card Issuer at the request of the Company and the Cardholder who completed the Card Application (the "Cardholder").
4. **"Card Application"** refers to the paper based or electronic application form, that is provided to the Cardholder and completed by the latter, so that one or more Cards can be issued to it;
5. **"Card Balance"** has the meaning stated in article 2.6 of these Terms and Conditions;
6. **"Card Broker"** refers to the financial institution through which the Cardholder requested the issuance of a card by the Card Issuer and that may assist the Cardholder in relation to the issuance and use of this Card, in accordance with the conditions set by the Card Broker itself;
7. **"Card Issuer"** or "Issuer" means the company Cornèr Europe AG, domiciled in Städtle 17, 9490 Vaduz, Principality of Liechtenstein, registered in the commercial register of Liechtenstein under number FL-0002.577.203-7. The Card Issuer is authorised in the Principality of Liechtenstein as an electronic money institute, subject to regulation by Financial Market Authority of Liechtenstein, which has its registered office at Landstrasse 109, 9490 Vaduz, Principality of Liechtenstein;
8. **"Cardholder"** or "Holder" refers to the person for whom a Card has been issued and who is the authorised user of this Card.
9. **"Cashpoint Machine"** refers to a terminal equipped with an electronic device to accept Visa Cards, identified by the symbols representing the acceptance of Visa and enabling the Cardholder to withdraw money by entering a PIN
10. **"Company"** means the enterprise, which concludes a framework contract with the Card Issuer and which applies on its application and the application of the cardholder to issue Cards.
11. **"Incident"** means the loss or theft of a Card, its unauthorised use or any other unauthorised use by the Cardholder or by third parties or disclosure of the PIN or other personalised security features, that are made available to the Cardholder for the benefit of third parties, even if this disclosure was involuntary or only suspected
12. **"Invoice Date"** has the meaning stated in article 11.1 of these Terms and Conditions;
13. **"Member State"** means a Member State of the European Union; States which are members of the European Economic Area (the "EEA") are considered to be members, subject to the provisions of the Agreement on the European Economic Area and the provisions applicable in this context;
14. **"Outsourcing Partner"** means Cornèr Banca SA, Via Canova 16, 6900 Lugano, Switzerland, other group companies of Cornèr Group, as Cornèrcard UK Ltd., London, United Kingdom (cf. details via cornerbanca.ch) and third parties, which provide different services in favour of the Cardholder in the course of the execution of the card contract between the card issuer and the Cardholder (e.g. execution of the application, card production, contract processing, online-services, collection, communication with the client (call-center-services), calculation for credit risks, payment transactions, fraud prevention, IT). The list of the single outsourcing-partners is available via the website of Cornèr Europe.
15. **"Payment Order"** refers to an instruction given by the Cardholder to the Issuer to execute a Payment Transaction;
16. **"Payment Beneficiary Service Provider"** refers to the institution that executes a Payment Transaction on behalf of the Payment Beneficiary;
17. **"Payment Beneficiary"** refers to a natural or legal person who receives the amount transferred as Beneficiary for payment as part of a Payment Transaction;
18. **"Payment Services"** means the following Payment Services provided by the Card Issuer: (i) Execution of Payment Transactions within the Spending Limit determined by the Card Issuer within the meaning of article 4; (ii) Card issuance; (iii) Execution of Payment Transactions initiated by Cardholders;
19. **"Payment transaction"** refers to the transfer of an amount to the Beneficiary of the payment ordered by the Cardholder through the Payment Beneficiary using a Card or withdrawal of a sum using the Card from a Cashpoint Machine or at a branch of an Affiliated Card Issuer;
20. **"PIN"** (personal identification number) refers to the secret personal number provided to the Cardholder for the use of a Card.
21. **"Spending Limit"** has the meaning stated in article 3.2. of these Terms and Conditions;
22. **"Violation"** has the meaning stated in article 9 of these Terms and Conditions

2. General remarks/PIN/issuance of Cards/fees and commissions/use of the Card/role of the Cardholder

- 2.1. Upon acceptance of the Card Application, the Card Issuer shall issue a personal and non-transferable Card in the name of the Company and the Cardholder to the Cardholders specified by the Company. The Company and the Cardholder are obliged to immediately notify the Issuer in writing of any changes to the data provided in the Card Application Form, in particular any changes to personal data or the address, irrespective of whether they affect the Company or the Cardholder, and to return the Card to the Issuer - cut in two - if the Cardholder leaves the Company. The Company and the Cardholder - in so far as the latter does not provide proof that they have applied for the Card as an employee of the Company and used it exclusively for professional purposes for the benefit of the Company - are jointly and severally liable to the Issuer, i.e. each individual and for the whole, for the payment of the annual fee and for all obligations resulting from the use of the Card and from these General Conditions for the Cardholder and/or for the Company.
- 2.2. For use of a Card, the Card Issuer provides the Cardholder with a PIN as personalised security feature. **The Cardholder shall not record the PIN or transmit it to another person**, not even to persons who claim to work for the Card Broker or the Card Issuer and identifying themselves as such.
- 2.3. The Card Issuer is the Issuer of the Cards and PINs. The Card(s) and/or PIN are sent to the company or to the respective Cardholders. For security reasons, the PINs and Cards are sent in separate letters to the Cardholders. When a Card is sent to the Cardholder, the latter must immediately sign the back of the Card. If the signature is missing on the Card, an Affiliated Merchant and/or Affiliated Bank may withhold the payment or the withdrawal using the Card.
- 2.4. The Cards and PINs shall remain the property of the Card Issuer and are issued for an annual fee indicated in the Card Application, in a separate document or in another appropriate form. The Card Issuer charges fees for the use of the Card, in accordance with the applicable tariff indicated in the Card Application. The Cardholder undertakes to verify, before each Payment Transaction, the applicable fee to the said Payment Transaction. In addition, the Cardholder accepts that additional fees may be charged, especially if the Card Issuer communicates its refusal to execute a Payment Transaction for legitimate reasons.
- 2.5. The Company and the Cardholder are aware that the use of the Card may lead to other fees and/or costs that are not paid via the Card Issuer or charged by the Card Issuer. In particular, the Company and the Cardholder are responsible for telephone charges and fees charged by its internet access provider or similar costs, as well as the costs related to the Payment Transactions (such as the fees that can be charged by the Affiliated Merchants/Affiliated Banks).
- 2.6. The Company and the Cardholder must immediately notify the Card Issuer and Card Broker in writing in case of modification of information referred to in the Card Application, including in particular changes of personal data or address.
- 2.7. The Cardholder is authorised to use the Card as follows:

- on national territory and abroad, to pay without cash the Affiliated Merchants of the Visa networks for their products and services; and
- to withdraw money from Cashpoint Machines and branches of Affiliated Banks worldwide.

The Card is a method of payment without cash. The Cardholder can only withdraw amounts not exceeding the current balance of the Card (the "Card Balance") within the limits set out by the Card Issuer at any time, solely for transactions in legal trade. The Affiliated Merchants and Affiliated Banks' Cashpoint that provide services in cash are identified by the acceptance symbols on the Card. Affiliated Merchants/Banks have the right to require proof of identity. Other services and functions than those listed above, available using the Card, may be offered in the future. **The Card (including PIN) is non-transferable and is issued exclusively for personal use of the Cardholder. The Card should be kept in a safe place and be protected against unauthorised access or unauthorised use by third parties. The Cardholder is responsible for all the consequences resulting from the failure to comply with the obligation to protect the PIN and/or the Card.**

3. Validity/spending limit and loading/refusal of payment orders

- 3.1. The Card is valid only until the expiry date noted on the Card and will be automatically extended, if it is not terminated in accordance with these terms. The Card Issuer reserves the right to exchange the Card against a new card, even during the period of validity. After the issuance of a new Card or the end of entitlement of the Cardholder to use the Card (e.g. in case of termination of this agreement), the Cardholder has to immediately return the (previous) Card to the Card Issuer or destroy it.
- 3.2. The Card Issuer informs the Company and the Cardholder of the Spending Limit for Charge Cards: the maximum limit of expenditure is for Classic Cards (EUR 7,000, USD 7,000, CHF 7,000, GBP 7,000) and for Gold Cards (EUR 75,000, USD 75,000, CHF 75,000, GBP 75,000). The Spending Limit decreases with the increased use of the Card, in accordance with article 2.7 of these Terms and Conditions. Spending made using the Card that exceed the Spending Limit is prohibited; if, exceptionally, the Card Issuer accepts spending in excess of the limit, without being obliged, the Cardholder must immediately reimburse the Card Issuer the full amount which exceeds the Spending Limit.
- 3.3. For prepaid cards, the Cards have to be used within the spending limit corresponding to the amount originally transferred to the Card by the Company or the Cardholder (the "Initial Charge"). The spending limit decreases with the increased use of the Card in accordance with Article 2.7 of these Terms and Conditions, but increases if subsequent transfers ("charges") are made to the Card by transfer. The amounts loaded on the Card may not exceed EUR 50,000 or the equivalent in any other currency per month. The card issuer reserves the right to set lower limits for certain card programmes. The amounts transferred to the Card do not bear interest. Card spendings above the spending limit are not permitted; however, if the Card Issuer exceptionally accepts spendings in excess of the spending limit without being obliged to do so, the Cardholder must immediately reimburse the Card Issuer the full amount which exceeds the Spending Limit.
- 3.4. The Card Issuer is entitled to refuse the execution of one or more payment orders made using the Card, if:
 - the Payment Transaction has not been authorised in accordance with article 4 of these Terms and Conditions;
 - the execution of the Payment Order will result in exceeding the authorised spending limit; or
 - if the Card has been blocked or withdrawn in accordance with article 13 of these Terms and Conditions.
 The refusal is communicated to the Cardholder:
 - with an ad hoc message displayed on the Card terminal or the Cashpoint Machine; or
 - by communicating the refusal to the Cardholder by the Affiliated Merchant/Affiliated Bank.
 In this case, the Card Issuer is not required to send an additional communication of refusal, in particular a written communication, to the Cardholder.

4. Authorisation of Payment Transactions/revocation/liability of the Card Issuer in connection with the use of the Card

- 4.1. The Card Issuer acts in accordance with the payment orders given by the Cardholder. Payment Orders are issued using the Card.
- 4.2. Only the transmission of a payment order by using the Card in the manner described below constitutes an authorisation of the relevant payment transaction. If the Card is used to pay products or services without cash, the Company and the Cardholder authorises the Payment Transaction either by signing the corresponding document which is presented to the Cardholder by the Affiliated Merchant, or by entering the PIN into the electronic device which accepts Visa Cards that displays such Payment Transaction, or, in some cases, simply by inserting the Card into the payment terminal without signature or PIN input (e.g. for automatic fuel pumps, tolls, etc.). When the Card is used to withdraw cash from cashpoint machines, the PIN must be entered.
- 4.3. In the case of a cashless payment for products or services, a Payment Transaction may also be permitted without presentation of the Card, the Cardholder authorising the desired Payment Transaction that is displayed on their computer screens or similar device or communicated to them by telephone generally transmitting the following data of their Card:
 - the number of the Card, that usually consists of sixteen figures;
 - the four digit of the expiry date (month/year) and, if applicable,
 - the last three digits of the sequence of numbers shown on the back of the Card.
 The initiation of a Payment Order by the Card replaces the original signature of the Cardholder and has the same probative value as an original document.
- 4.4. **By issuing payment orders in accordance with these Terms and Conditions, the Company and the Cardholder irrevocably authorise the Card Issuer to execute these Payment Orders in favour of the Affiliated Merchant/Affiliated Banks. The Cardholder can no longer revoke a payment after its authorisation.** Therefore, a Payment Order issued by the Cardholder is executed by the Card Issuer upon receipt, without regard to subsequent revocation by the Cardholder. The Card Issuer reserves the right, without being obliged, to accept the revocation of a Payment Order requested by the Cardholder after the date mentioned above, if the Payment Beneficiary has given its consent to this. The Card Issuer may charge a fee for such revocation
- 4.5. The Company and the Cardholder note that the Card Issuer is not responsible for the behaviour of an Affiliated Merchant/Affiliated Bank, particularly if the Affiliated Merchant/ Banks or Cashpoint Machines do not accept the Card for any reason whatsoever or accept a payment transaction only in parts.
- 4.6. **The Card Issuer and the Card Broker are third parties with regard to disputes between the Company, the Cardholder and an Affiliated Merchant/Affiliated Bank.** These disputes are settled exclusively between the Cardholder and the Affiliated Merchant / Affiliated Bank. **These disputes do not release the Company and the Cardholder from their obligation to meet the debts of the Card Issuer or Card Broker against the Company and the Cardholder** resulting from the use of the Card. This applies, for example, in the event of late delivery or non-delivery of goods or services paid using the Card to Affiliated Merchants. In the event of disputes or claims of all types in relation to these products or services or with the exercise of a right in this context, the Company and the Cardholder shall exclusively contact to the Affiliated Merchant. A refund on the Card is only paid to the Company or the Cardholder in the event of reimbursement of a Payment Transaction by an Affiliated Merchant / Affiliated Bank.

5. Receipt and processing of payment orders

- 5.1. A Payment Order issued using a Card is deemed to have been received by the Card Issuer if it has actually been transferred to it by the Payment Beneficiary which shall be deemed to have been agreed that depending on currency

- all payment orders, or authorisations that are received by the Card Issuer after 6:00 pm or on a day which is not a Business Day are deemed to have been received the following Business Day at the office opening time of the Card Issuer. **The Company and Cardholder (the latter with reservation of article 2.1 before) become debtor of the Card Issuer as regards the amounts paid by the Card Issuer to the Affiliated Merchant /Affiliated Bank.** This also applies to cash withdrawals from cashpoint machines. Amounts owing from the use of the Card are deducted from the Card Balance.
- 5.2. The Cardholder can view the Card Balance at any time via online access provided on the website of the Card Issuer. It may be that the Card Balance which can be accessed via the internet does not include current Payment Transactions, given that they are not indicated in real time. As a general rule, it includes all Payment transactions received by the Card Issuer until the evening of the previous Business Day.
- 6. Exchange rates**
- 6.1. If the Card is used in a Member State in a currency of another Member State, exchange rates are set by the Card Issuer on the basis of an exchange rate that corresponds to the Visa reference exchange rate for Visa Cards which applies to Payment Transaction in question. Since exchange rates fluctuate, the Cardholder undertakes to consult the applicable exchange rate before any Payment Transaction for which a currency conversion is necessary. Information on the exchange rates applied by the Card Issuer appear in the Card Application. The date of currency conversion is no later than the date on which the Payment Transaction is credited to the account of the Service Provider of the Payment Beneficiary.
- 6.2. The Company and the Cardholder accept that the exchange rate may change at any time. Therefore, the Company and the Cardholder take note that the exchange rate applied to a Payment Transaction is one that is valid at the time of the Payment Transaction. The Company and the Cardholder agree that any change in the exchange rate is applied immediately and without prior notice, if the amendments are based on the reference exchange rate. The Cardholder may consult information on the applicable exchange rate after such change on the website of Visa Europe using the following link (http://www.visaeurope.com/en/cardholders/exchange_rates.aspx), or a link to which it refers. Changes in the exchange rate more favourable for the Cardholder are applied without prior notification. The exchange rates charged by the Card Issuer against the Euro can be compared at any time with the Euro foreign exchange reference rate as published by the European Central Bank (ECB) through the following website: <https://www.comercard.eu/en/landing/forex/forex-EU.html>. Information regarding the currency conversion charges are to be expressed as a percentage mark-up over the euro foreign exchange reference rates issued by the ECB and thus in virtue of the Regulation (EU) 2019/518 of the European Parliament and of the Council of 19 March 2019.
- 7. Execution deadlines**
- 7.1. If the Payment Transaction is executed in the EEA in euros using a Card denominated in euros, the Card Issuer guarantees that the amount of the Payment Transaction shall be credited to the account of the Service Provider of payment of the Payment Beneficiary on the first Business Day after receipt of payment.
- 7.2. For Payment Transactions carried out in the EEA in a currency of another Member State other than those described in article 7.1, the Card Issuer guarantees that the amount of the Payment Transaction shall be credited to the account of the Service Provider of the Payment Beneficiary no later than fourth Business Day after receipt of the Payment Order.
- 7.3. For all Payment Transactions not covered by articles 7.1 and 7.2, the Company and the Cardholder acknowledge that the time of execution of the Payment of Transaction is subject to the operational rules for international payment systems and, in this case, the Card Issuer is not bound by aforementioned time scales.
- 7.4. If the Card Issuer does not detect any fraudulent use or misuse of the Card and executes the payment transactions triggered by this Card, the Card Issuer shall be deemed to have validly executed the payment transaction, as if the payment transaction had been triggered by the Cardholder, except in cases of gross negligence or wilful misconduct. The Card Issuer is not liable for the refund to the Cardholder of an amount issued by means of the Card if the Card is used fraudulently or otherwise.
- 8. Claims by the Company or the Cardholder**
- 8.1. **Deadline to make a claim:** Any claim regarding an unauthorised or incorrect execution or non-execution of a Payment Transaction indicated in the statement provided, must be communicated by the Company or the Cardholder to the Card Issuer within 30 days following the invoice date and after detailed examination of the content of the relevant invoice in the sense of article 15 to the Card Issuer. If no claim is made with the aforementioned period, it shall be assumed that the Company and the Cardholder authorised the Payment Transactions indicated in the statement in question and the statement is considered definitively accepted by the Company and the Cardholder.
- 8.2. Unauthorised Payment Transactions (if a claim is submitted within the defined deadline)
- In the event of a Transaction that cannot be considered as authorised by the Cardholder, the Card Issuer reimburses the amount of the Payment Transaction in question to the Cardholder
 - The Company and the Cardholder remain liable in respect of all losses and damages resulting from the unauthorised Payment Transactions under the following circumstances and conditions:
- Until the Card Issuer has been notified according to these General Terms and Conditions, the Company and the Cardholder are liable up to an amount of EUR 50 (or the equivalent in CHF) for damages, which result from the loss of theft or misuse of the Card, which was made possible by the cardholder not keeping his personalised security features (e.g. PIN) or card data secret.
- Notwithstanding the foregoing, the Company and the Cardholder shall be entirely liable for loss and damage incurred until the notification to the Card Issuer, if the Cardholder has, intentionally or negligently:**
- **breached their obligations in connection with the use of the Card in accordance with these Terms and Conditions;** and/or
 - **notified of this Incident late**, i.e. did not do so immediately after discovery of the Incident, in the conditions set out in article 12 of these Terms and Conditions.
- In any event, the Company and the Cardholder shall be fully liable for loss resulting from unauthorised Payment Transactions, if the Cardholder has acted with a fraudulent intent, even if they notified an Incident to the Card Issuer in time.
- If the Card is used outside a Member State or in a currency other than the currency of a Member State, the Cardholder shall bear the loss arising from unauthorised payment transactions, even in excess of an amount of EUR 50, if the Cardholder has negligently breached his obligations arising from these Terms and Conditions.
- 8.3. Non- execution or incorrect execution of authorised Payment Transactions (if a claim is submitted within the deadline)
- If, in the event of the non-execution or defective execution of a payment transaction, the cardholder can prove that the payment service provider of the payee has correctly transmitted the payment order within the applicable time limits, the card issuer shall refund the total amount of the payment transaction to the cardholder. The provisions in the previous sentence shall not apply if the Card is used outside a Member State or in a currency other than the currency of a Member State.
 - In the event of an incorrect execution of a payment order, the card issuer may also take measures to remedy the incorrect execution as far as possible and excluding refunds in accordance with the preceding paragraph, provided that the payment order contains all information that enables the card issuer to remedy the deficiency in the incorrect execution, in particular if the card issuer has transferred an amount other than the amount stated in the payment order.
 - In the event a late payment, the Cardholder is not authorised to request the reimbursement of the full amount of the Payment Transaction in accordance with the preceding paragraphs. It may, nevertheless, be entitled to reimbursement of costs and interest that have been invoiced to the Cardholder due to such late execution.
- 8.4. Payment Transactions for which no specific amount has been indicated in the initial authorisation:
- If the Cardholder considers that the amount of a Payment Transaction triggered by the Payment Beneficiary exceeds the amount which the Cardholder could reasonably have expected, the Cardholder may file a claim for reimbursement with the Card Issuer for the Payment Transaction executed on the basis of this Payment Order. The Cardholder must support any request with objective arguments, in particular as regards their last expenses and the circumstances which led to the Payment Transaction in question. The Cardholder cannot however object on the basis of a Foreign exchange transaction, if the exchange rate agreed between the Card Issuer and the Cardholder has been applied.
 - In all cases, the Cardholder is only entitled to reimbursement of the amount of the Payment Transaction payment in question. The Card Issuer and the Cardholder agree that taxes, fees and other costs arising from such a Payment Transaction shall not be reimbursed.
 - If the Cardholder is entitled to a rebate in accordance with article 8.4 (1), a written reimbursement request, signed by the Cardholder must be received by the Card Issuer, in accordance with these Terms and Conditions, within eight weeks from the date on which the amount was debited from the Card. The amount of the Payment Transaction is credited to the Card within 10 Business Days of receipt for reimbursement from the Cardholder and on condition that the Card Issuer accepts the reimbursement request.
 - If the Card Issuer refuses to reimburse the Cardholder, it must communicate to the Cardholder the reasons for its refusal within 10 Business Days of receipt of the request for reimbursement from the Cardholder. This communication is made using the method of communication agreed with the Cardholder in the Card Application and/or in another relevant document (for example, an existing Bank agreement).
- The provisions set out in this article 8.4 do not apply when the Card is used outside the European Union or in a currency other than a currency used in the European Union.
- 8.5. If no claim or request for reimbursement from the Cardholder is received within the above deadlines, the Card Issuer is not liable for any compensable consequences arising from the execution of a Payment Transaction, whether authorised or not, or for the non-execution or incorrect execution of a Payment Transaction.
- 8.6. When a Payment Transaction is initiated via the Payment Beneficiary in the context of a Payment Transaction via a Card and the exact amount is not known at the time when the Cardholder consents to execution of the Payment Transaction, the Issuer may block funds in the amount authorised by the Cardholder. The Issuer unblocks the blocked funds without undue delay after receipt of information on the exact amount of the Payment Transaction and no later than immediately after receipt of the Payment Order.
- 9. Liability of the Card Issuer**
- 9.1. **The Card Issuer shall only be liable** for the compensable consequences resulting from the incorrect execution, non-execution or partial non-execution of its obligations under these Terms and Conditions, in the event of **gross negligence or wilful misconduct**.
- 9.2. If the card is not used in a Member State or if it is used in a currency other than the currency of a Member State, the card issuer's liability for the failure of any entity involved in the execution of the payment transaction shall in any event be limited to the careful selection and instruction of that entity.
- 9.3. In any event, **the Card Issuer shall not be liable in the presence of a case of force majeure**, such as suspensions or failures of telecommunications systems or services of the Card Issuer itself (e.g. due to a fire or similar catastrophes, power outages, failures of IT systems or hacking of the Card Issuer's systems). The Card Issuer does not accept any liability for losses that may result from the application of statutory provisions, administrative measures, whether announced or imminent, acts of government, acts of war, revolutions, civil wars, strikes, lockouts, boycotts or blockages by strike picketing. This shall apply whether the Card Issuer is also a party to the conflict or not, whether its services are affected only partially or where such a breach of its obligations by the Issuer results from the fact that the Card Issuer has satisfied its legal obligations or not.
- 10. Term and termination**
- 10.1. These Terms and Conditions are initially agreed for a fixed period of three years beginning on the date on which they are signed by the Company and the Cardholder. At the end of this initial period, these Terms and Conditions shall be extended by tacit agreement for periods of one year at a time. Either party may terminate the Agreement at any time without cause. If termination is at the company's or cardholder's instigation, a period of one month must be observed; if termination is at the card-issuer's instigation, a period of two months must be observed. Notice of termination must be sent by registered mail.
- 10.2. In exceptional circumstances, i.e. if the Cardholder has, among other things, not fulfilled his contractual obligations, or if the Card Issuer is of the opinion that the continuation of his contractual relationship with the Company or the Cardholder could give rise to liability for him, or if the Cardholder's payment transactions could be contrary to public policy or morality, or if the Cardholder fails to fulfil his obligation to act in good faith, the Card Issuer may terminate the mutual relationship with immediate effect in accordance with these Terms and Conditions. In this case, all obligations of the Company and the Cardholder - even future obligations - shall become immediately enforceable.
- 10.3. Payment transactions in execution shall not be affected by the termination of these Terms and Conditions. The terms and conditions as well as the fees of the banks shall continue to apply to the settlement of payment transactions in execution.
- 10.4. The termination of the agreement for provision of the Card shall not end all existing contractual relations between the Card Issuer and the Company and the Cardholder. However, as a consequence, the Cardholder shall no longer be authorised to use the Card or to execute Payment Transactions in accordance with these Terms and Conditions.
- 10.5. The Company and the Cardholder acknowledge and accept that, in the event of termination of the agreement for provision of the Card within 12 months from their acceptance, **the Card Issuer may charge a termination fee to the Company and the Cardholder**, without prejudice to all other expenses to which the Card Issuer may be entitled in case of closure of the account.
- 11. Reimbursement of Balance of the Card/statutory time limit for revocation**
- 11.1. The amounts charged to the Credit Card are listed once a month on the monthly statement and must be reimbursed at the latest on the date indicated in the monthly statement (the "Invoice Date"). The Card Issuer shall not invoice interest, if the total amount as reflected on the monthly statement is received by the Card Issuer by the date indicated in the monthly statement. If the Card Issuer does not receive payment in full no later than the date indicated in the monthly statement, the Company and the Cardholder shall be deemed to be in default of the entire amount due as shown in the monthly statement without further notice.
- In such a case, the Card Issuer **shall invoice interest at an annual rate which is set out in the Card Application, but does in no case exceed 12%** on any amounts unpaid at the due date until these are settled in full (an interest rate more favourable for the Cardholder may be applied without notice). Payments made by the Cardholder are used first to pay interest and taxes owed.
- 11.2. If the Cardholder has applied for the Card remotely via Post, Fax or by way of correspondence, the Cardholder shall have according to the Liechtenstein Act on Remote Financial Services a period of 14 calendar days from the date of acceptance of their Card Application by the Card Issuer to withdraw from the agreement for the provision of the Card without being required to provide reasons.
- 11.3. If the Cardholder uses the right of withdrawal, this must be communicated in writing by registered mail before expiry of the above period. The Card will be blocked by the Card Issuer. However, this does not free the Cardholder from the obligation to reimburse all amounts owing that have been deducted from the Card Balance due to Payment

Transactions triggered before the notice of withdrawal, without delay and in any event by no later than the date which is indicated in the monthly statement received from the Card Issuer. In addition, in such a case, the Card Issuer is not bound to reimburse the issue and activation fee paid by the Cardholder in accordance with article 2.3 of these Terms and Conditions. In addition, if they use the right of withdrawal, the Cardholder shall pay, without delay, for services that the Card Issuer has actually provided up to such withdrawal, as indicated in the Card Application.

11.4 Since the funds received by the card issuer in exchange for electronic money loaded on the card do not constitute covered deposits within the meaning of the Liechtenstein Law on Banks and Investment Firms (BankG) as amended, the cardholder cannot benefit from the deposit-guarantee schemes prescribed in the Liechtenstein BankG

12. Incident regarding a Card

12.1 In case of an Incident, **the Company and the Cardholder shall immediately notify the Incident (no later than 24 hours from discovery of this Incident)** by phone and subsequently by registered letter to the Card Issuer. In the event of theft, the Cardholder shall also file a criminal complaint for theft to the police. The Card will be immediately blocked after receipt of the notification. The Company and the Cardholder undertake to assist the Card Issuer in good faith in clarifying the circumstances and other relevant information in connection with the Incident and to take the measures that the Card Issuer may require in connection with investigations

12.2 If the entire process identifying the Cardholder was correctly implemented, the Card Issuer shall not assume any liability for losses arising from blockage of a Card following the notification of an Incident by a third party that identifies itself as the Cardholder or someone close to the Cardholder.

12.3 The replacement cost of a Card are charged to the Cardholder. As a general rule, replacement of a card takes at least 7 Business Days from receipt of notification of the Incident.

13. Blocking and withdrawal of the Card

13.1 **The Card Issuer reserves the right to block or withdraw** (e.g. at Cashpoint Machines) **the Cardholder's Card at any time, at its sole discretion, if:**

- the security of the Card has been compromised;
- the Card Issuer has grounds to suspect the occurrence of an Incident (e.g. after the discovery of suspicious transactions) or if it has been notified of an Incident;
- There are reasonable grounds to believe that the Cardholder will fail to meet its obligations to the Card Issuer, e.g. if the Card balance is insufficient to cover the execution of payment orders; The Card Issuer is required by law to block the Card or is authorised to terminate these Terms and Conditions for just cause.

13.2 If any of the above events occurs, the Card Issuer shall, to the extent possible, inform the Cardholder before the blocking/withdrawal of the Card according to article 16, unless the Card Issuer is prohibited by law to do so. The Card Issuer shall not be liable for the consequences of the blockage or the withdrawal of the Card suffered by the Cardholder and/or those resulting from fact that the Cardholder has been informed late or not at all of such blocking or withdrawal, except in the event of deception or gross negligence. The use of a blocked or withdrawn Card is unlawful and may be the subject of criminal proceedings. In this case, the Card Issuer reserves the right to provide Affiliated Merchants / Affiliated Banks with all the information needed to directly obtain the amount owed by the Cardholder.

14. Data processing and data protection

14.1 The card issuer is the data controller within the meaning of the European General Data Protection Regulation ("GDPR") and Liechtenstein data protection legislation (the "Data Protection Act") and as such must comply with the provisions of the Data Protection Act. The Cardholder acknowledges that the Card Issuer, in its capacity as data controller, collects, stores and processes the data provided by the Cardholder in electronic or other form for the purpose of providing the services requested by the Cardholder and in compliance with its own legal obligations. 14.2 The Cardholder acknowledges and accepts that the Card Issuer may disclose its personal data to third parties where necessary, in particular to ensure the proper functioning of the Card within the Visa network. Data shall also be transferred to other legal entities of the financial sector and to affiliated merchants/banks participating in the relevant international card payment system, to the card manufacturers and to the legal entities holding the respective card licence, as well as to the international approval authorities and clearing houses.

14.3 In addition, the Cardholder acknowledges and accepts that the Card Issuer may transfer the Cardholder's personal data and the transaction data resulting from the use of the Card to the Card Issuer's outsourcing partner in Switzerland or the United Kingdom in order to ensure the proper execution of the entire Card Contract. The cardholder acknowledges and accepts that his personal data and transaction data may also be stored by the card issuer's outsourcing partner in other European countries (i.e. Switzerland and Great Britain). The card issuer is responsible for ensuring that this data is processed and stored securely and in compliance with the provisions of Liechtenstein data protection law.

14.4 By using the Card, the Cardholder accepts that data will be collected, stored and transmitted for the purpose of identifying the Cardholder and determining the Card Balance using the means necessary to (I) provide appropriate transaction confirmations and settlements by the Card Issuers, (II) to make such data available to and transmit such data to the card payment system operators and entities involved in that payment system, (III) to store such data by the card payment system operators and entities involved in that payment system in accordance with applicable legal and regulatory requirements

14.5 The card issuer is liable only in the event of gross negligence for the unauthorised transmission of data within the framework of the information flow taking place via the international card payment system. The card issuer is not liable for the unauthorised transmission of information resulting from transaction confirmations or card statements, e.g. card balance or card number. The cardholder must ensure that this information is kept confidential.

14.6 In order to comply with the regulations in force concerning the identification of customers and the prevention of money laundering, the card issuer is entitled to carry out all necessary checks with regard to the identity and financial background of the cardholder.

14.7 Otherwise, the Data Protection Policy of Cornèr Europe AG, which is published under <https://www.comercard.eu/en/>, applies.

15. Information and statements on the internet

15.1 The Company and the Cardholder acknowledge and accept that, insofar as the statutory conditions for provision of information to the Cardholder through a website are complied with, the Card Issuer may decide to provide certain information exclusively via this website. Therefore, the Cardholder undertakes to regularly check the Card Issuer's website.

15.2 A, electronic statement of completed Payment Transactions is produced once per month and made available to the Cardholder using the online access functions for the Card Issuer's website (electronic statement). The statement shall include the Payment Transactions completed, as well as their date, charges, fees and costs. The Cardholder undertakes to check the statements without delay and to inform the Issuer of any error without delay.

15.3 If the Cardholder does not receive the statement in electronic form or is not able to consult electronic statement for the month in question, they shall immediately inform the Card Issuer. In the absence of notification, it shall be assumed that the Cardholder has received the statement within the aforementioned period and is aware of its content.

16. Notifications and requests from the Cardholder

16.1. Unless otherwise specified in these Terms and Conditions, the notification or the transmission of information is carried out in the manner agreed e.g. in the Card Application or other document between the Card Issuer and the Cardholder. According to the method of communication that has been agreed, the Card Issuer provides the Cardholder with the information needed for technical connection of the Cardholder to the method of communication in question.

16.2. All notices and communications of the Card Issuer within the meaning of this agreement are considered duly received, if sent by post, three calendar days after the date of sending the notifications or communications in question or, if sent by fax, on the sending date indicated on the fax.

16.3. All communications, requests and questions from the Cardholder to the Card Issuer shall be sent to the Card Issuer at the following email address.

16.4. All communications between the Card Issuer and the Cardholder relating to the issuance and use of the Card shall be made in the language chosen by the parties at the commencement of the contractual relationship with the Card Issuer regarding the issuance of a Card.

16.5. The Cardholder may at any time during the contractual relationship with the Card Issuer, request a copy on a durable medium of these Terms and Conditions, the Card Application and any other information, the Terms and Conditions relating to the use of the Card as they appear in another relevant documents, in their most recent version/update.

17. Consent/transfer/compliance with statutory rules/exchange of information

17.1. The Card Issuer and/or the Card Broker or their respective representatives have the right to record telephone conversations between them and the Cardholder for quality assurance and for security reasons, to save these recordings on data media and retain these records for one year.

17.2. The Card Issuer may fully or partially transfer its rights under the Card agreement with the Company and the Cardholder to other companies of Cornèr Group ("third party") on national territory and abroad. He may make the information and data in connection with this contract accessible to such third parties at any time. If the third parties are not subject to Liechtenstein data protection law, the information and data will only be disclosed if the recipients of the information and data undertake to keep it confidential and bind any other contracting parties to this obligation.

17.3. The Company and the Cardholder undertake to pay or repay to the Card Issuer any taxes or fees which the Government of the Principality of Liechtenstein or foreign tax authorities have already introduced or will introduce in the future, which have been paid by the Card Issuer or which the Card Issuer is obliged to pay or may be obliged to pay and which are levied as a result of transactions carried out in connection with the Card Issuer's relationship with the Cardholder. The Card Issuer is entitled to debit the amount due in accordance with the Cardholder's Card, irrespective of the execution date of the original transactions.

17.4. The Company and the Cardholder are responsible for ensuring in all its business relations with the Card Issuer that all legal, regulatory and other obligations are fulfilled (namely tax obligations in the country or countries in which the Company or the Cardholder is liable to tax in respect of the assets deposited with the Card Issuer and in respect of all business relations with the Card Issuer).

17.5. If the Company or the Cardholder do not satisfy the obligations set out above, they shall be solely liable for the attendant consequences (including possible financial and criminal sanctions and measures). The Card Issuer shall not assume any liability in this regard. The same obligations apply equally to the Beneficial Owner of an agreement entered into with the Card Issuer. If in doubt with regard to the content of the specific obligations incumbent on them, the Cardholder is responsible for seeking advice from a lawyer or other specialist.

17.6. If the Cardholder needs detailed monthly statements or specific information from the Card Issuer, in order to satisfy their statutory, regulatory or other obligations, the Company and the Cardholder shall immediately notify the Card Issuer.

17.7. The Cardholder is informed that the Card Issuer may be required to send the name of the Cardholder or the name of the Beneficial Owner of an agreement entered into with the Card Issuer to competent foreign authorities (including the tax authorities) and on the basis and within the context of foreign statutory provisions.

18. Acceptance and modifications of contractual documents

18.1. By submitting the Card Application, these Terms and Conditions and any other information and conditions relating to the use of the Card shall be deemed to have been accepted in full as set out in the Card Application and/or any other relevant or referenced document (and amended/updated as appropriate at a later date). Use of the Card constitutes further confirmation of acceptance of the above conditions, in particular any updates or modifications notified at a later date by reasonable means. Unless otherwise stated, all information contained in these Terms and Conditions, the Card Application and/or other relevant documents shall be valid as long as these Terms and Conditions remain in force.

18.2. **The Card Issuer reserves the right to modify the card application, these Terms and Conditions and any other information and terms agreed for the use of the Card**, at any time, particularly in the event of changes to statutory or regulatory provisions in the banking and financial sector, in the event of a change of regulatory provisions regarding the issuance of payment Cards or modifications affecting the conditions on the financial markets, in accordance with the Terms and Conditions.

18.3. If the Card Issuer intends to modify or supplement these Terms and Conditions or other conditions relevant to the use of the Card, the Company and the Cardholder shall immediately be informed of these changes in paper format or by other means of sustainable data (e.g. by email), as far as not otherwise regulated in these terms and conditions. The clauses affected by the changes/additions and their content shall be clearly identified. Insofar as the legal conditions are met, the Card Issuer may make such information available via its regularly updated website or that of the Card Broker. The proposed amendments of additions may also be implemented by a separate document, which then becomes an integral part of the card application, these general terms and conditions or additional conditions of use applicable to the payment Card. Changes, additions and separate documents are deemed to have been accepted and shall take effect within a period of two months from the date they are sent by written notice to the Card Issuer if the Company and Cardholder do not object within this period.

18.4. If the Company or the Cardholder object to changes, additions or separate documents, the Company and the Cardholder have the right to terminate the contractual relationship regarding their Card with immediate effect.

19. Applicable law/forum/ extrajudicial conciliation authorities

19.1 All legal relationships (including all pre-contractual relationships) between the Company, the Cardholder and the card issuer are subject to the substantive law of the Principality of Liechtenstein.

19.2 The place of performance, the place of collection for the collection of the card issuer's claims against Companies and cardholders resident abroad and the exclusive place of jurisdiction for all disputes is Vaduz, Principality of Liechtenstein. However, the card issuer is also entitled to take legal action against the Company or the Cardholder at the competent court of the company's or the cardholder's place of residence or at any other competent court.

19.3 The Company, the Cardholder and the card issuer may call on the out-of-court conciliation body in the financial services sector (see [schlichtungsstelle.li](#)) to settle disputes arising from the card contract.

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