

CORNÈRCARD MOBILE PAYMENT IN APPLE PAY - GENERAL TERMS AND CONDITIONS DEFINED BY CORNÈR EUROPE AG (HEREINAFTER, THE BANK)

These General Terms and Conditions are valid for the following countries: Liechtenstein, Luxembourg, France, Belgium, Germany, Austria, Italy, Ireland, Netherlands, Spain, Monaco, Jersey, Guernsey, Isle of Man.

By ordering and installing the Mobile Card (as defined below) in Apple 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 card form and/or in Mobile Card form, which has been enabled by the Bank for use in Apple Pay. The Bank will decide at its sole discretion which Card types are enabled for use in Apple Pay, subject to change or cancellation 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 and Mastercard payment cards, by which terms and conditions the Cardholder shall also be bound when using Card(s) digitalized through the Mobile Payment 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 Transaction shall be deemed to include Contactless Transactions effected by means of a Mobile Card.

Contactless Transaction means any Card Transaction effected at an NFC-enabled Point-of-Sale Terminal 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 smartphone or a smartwatch, with nearfield communication (NFC) capabilities, or a tablet computer 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 Payment App (or Wallet) means the App downloaded from the App Store, Apple's Internet sales portal, or other sales portals, and installed directly on the Cardholder's Enabled Devices supported by the Bank. Cardholders will need to download and launch the Mobile Payment App in order to use the Mobile Payments Function. The Mobile Payment App may be pre-installed 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 in an Enabled Device.

Mobile Payments Function means the contactless Visa and 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 and Mastercard may from time to time determine), as provided via the Mobile Payment App.

- 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 in respect of the Mobile Card. Terms and expressions defined in the Cardholder Application shall 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 shall prevail.
- Mobile Cards are issued at the Bank's absolute discretion. Mobile Cards are enabled only for Cardholders who already hold a Cornèrcard in plastic card form.
- Cardholders applying for issuance of 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 shall bear full responsibility for any failure or delay in doing so.

- Cardholders shall, refrain from setting up and/or using the Mobile Card in 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).
- 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, shall 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.
- 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 such incident, 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 shall continue to bear full liability for any and all use of the Mobile Card by unauthorized parties or for unauthorized purposes.
- Mobile Cards may not be used for teller cash withdrawals. They may also not be used for the operation of Automated Teller Machine (ATM) facilities.
- Mobile Cards shall be used only for Contactless Transactions at eligible Point-of-Sale payment terminals and for In-App Payments in enabled merchant apps.
- The Bank shall 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 Payments App and the Mobile Payments Function.
- Cardholders shall bear sole responsibility for ensuring that they have at their Enabled Devices capable of supporting use of the Mobile Card.
- Cardholders shall bear all fees, charges or expenses which may be imposed by mobile phone service providers and/or telecommunications service providers for, or in relation to, the installation and/or use of the Mobile Card.
- Cardholders may cancel or terminate the Mobile Card (with or without cancellation or termination of the Card in plastic card form) at any time. The Bank may cancel or terminate a Mobile Card (with or without termination of the Card in plastic card form) at any time by cancelling the Mobile Card, with or without prior notice and with or without cause.
- Data security: When downloading or using the Mobile Payment 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 your 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 Cardholder's data during its transmission over the Internet. Nor shall it be held 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.
- The Cardholder authorizes the Bank to communicate data relating to the Card and the mobile phone number to the company charged with the procedures for 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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