

General Terms and Conditions for Visa Prepaid „Reloadable Cards“ issued by Cornèr Banca SA

1. General /Card Issuance

On acceptance of the Card Application, Cornèr Banca SA (hereinafter referred to as "the Bank") shall issue in favour of the card applicant (hereinafter referred to as the Cardholder) a personal and non-transferable Visa Prepaid Card (hereinafter referred to as "the Card"). If the Bank and the card distributor allow, the Cardholder may apply, at his own risk, for the issuance of one or more partner cards (hereinafter referred to as Partner Card or the Card) for a partner or member of his family living in the same household (such cardholder being referred hereinafter as Cardholder or Cardholder of the Partner Card). The Card shall remain the property of the Bank and will be delivered by the Bank or, on behalf of the Bank, by a third party service provider or its authorized agent chosen by the Bank to provide support to the Bank in carrying out certain tasks in connection with the issuance and use of the Card (hereinafter referred to as Card Distributor). The Card Distributor is authorised by the Bank to collect from the Cardholder the bank's fees concerning the issuance and use of the Card.

The Card and the Partner Card must be kept in a safe place and protected against unauthorised access or use by third parties. The Cardholder shall receive a secret personal identification number (hereinafter referred to as "the PIN") under separate cover. The Cardholder shall inform the Card Distributor immediately and in writing of any changes in the information provided on the Card Application, in particular of changes in personal data or address. The Cardholder shall be exclusively liable with regards to payment to the Card Distributor of the card fees and all obligations arising from the use of the Card, the Partner Card and from these Terms and Conditions. The cardholder charge and fee table is published on the web site of the Card Distributor.

2. Validity/Spending Limit/Reloading

The Card shall remain valid until the date engraved upon it and shall be automatically renewed unless it is cancelled in writing no later than two months before it is due to expire. The Bank reserves the right at its discretion not to replace the Card. The Cardholder shall undertake to sign the Card as soon as he/she receives it. If the Card is replaced, the balance of the old Card shall be transferred to the new Card, after deduction of any fees. The Card can be used with an initial spending limit which corresponds to the amount transferred by the Cardholder. The spending limit shall decrease as card usage increases but shall rise as subsequent transfers (hereinafter referred to as "reloads") are made to the Card. The spending limit does not earn any interest. Card spending above the spending limit shall not be allowed; should this limit nevertheless be exceeded, the Cardholder shall repay the excess amount immediately and in full. The cardholder fee table is published on the web site of the Card Distributor.

3. Use of the Card

The Cardholder is authorised to purchase goods and services from affiliated merchants as well as to withdraw cash advances from authorised banks worldwide, provided that they are equipped with the electronic acceptance device for Visa Cards. With the Card and his/her own PIN, the Cardholder may make cash withdrawals from automatic teller machines (ATMs) and pay for goods and services at merchants which are equipped with an electronic acceptance device which requires the PIN instead of the signature. If applicable, the Cardholder may also transfer amounts loaded on his Card to the Partner Card.

The Cardholder shall neither write down his/her PIN anywhere nor disclose it to anyone, not even to persons claiming to work for the Card Distributor or the Bank and identifying themselves as such. The Cardholder shall be liable for all consequences resulting from his/her failure or the failure of the Cardholder of the Partner Card to comply with the obligation to safeguard the PIN and/or the Card.

The amount in cash that may be withdrawn shall be set by the Bank in each individual case, irrespective of the Card spending limit. The Card Distributor and/or the Bank shall charge a fee for withdrawals of cash as indicated on the separate table. Some ATMs may charge an additional fee which is not included here. Affiliated merchants and authorised banks shall be entitled to require proof of identity. By signing the appropriate voucher when using the Card or by using the PIN, the Cardholder acknowledges the correctness of the amount. Moreover, the Cardholder shall acknowledge the validity of transactions carried out with the Card or with the Card details but without a signature or use of the PIN (on the Internet or over the telephone). The Cardholder irrevocably authorises the Bank to pay this amount to the affiliated merchant or authorised bank. The Cardholder becomes a debtor of the Bank with regard to the amounts paid by the Bank. The Bank reserves the right not to honour any vouchers which do not comply with these General Terms and Conditions. The Card merely functions as a cashless means of payment. The Bank shall not be held liable for any transactions conducted with the Card. In particular, the Cardholder shall acknowledge that the Bank is not liable even if, for any reason, the affiliated merchants or authorised banks do not accept the Card, or accept it only partly. The Cardholder shall further acknowledge that the Bank is not liable in such an event and shall not file any complaint with the Bank in connection with the vouchers themselves and/or the card usages relating thereto. This shall also apply 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 in this connection, the Cardholder shall contact exclusively the affiliated merchant and/or authorised bank. In particular, the Cardholder shall not be released from his obligation to pay the Bank the amounts shown on the e-statements in case of any disputes that may arise. Use of the card is not covered by the Financial Services Compensation Scheme. The Card may only be used for transactions which are lawful.

4. Processing of Transactions/Verification of the Balance

All purchases and other transactions made with the Card or with the details on it, as well as all payments, will be treated based on the value and date according to the date of the accounting entry. For card usage conducted in other currencies (other than the currency of the card), the Cardholder shall accept the exchange rate used by the Bank. The Cardholder may at any time view the balance of his Card by means of online access functionalities made available on the website hosted by the Card Distributor. The balance includes all transactions notified to the Bank up to the evening of the previous Swiss working day. The e-statement shall be regarded as approved unless it is contested in writing immediately but at any rate no later than 30 days following the accounting entry date. Late notification of contested items shall not be considered.

5. Refund of Balance

Should the Card be cancelled, the Cardholder may ask for reimbursement of the remaining balance after deduction of administrative expenses as indicated in the table.

6. Loss of the Card

If the Card is lost or stolen, the Cardholder must report the event immediately to the Card Distributor by telephone with subsequent confirmation in writing. In the event of theft, the Cardholder must also report the theft to the police. Until such time as the Bank receives such notification of the loss/theft, the Cardholder shall be liable for any fraudulent use of the Card. The Cardholder will be responsible for any transaction which has been made through the use of the Card and his PIN, even after the Card has been reported lost or stolen. He shall not be deemed liable if he has exercised all due care in safeguarding the Card. In principle, such a replacement shall not be made until 7 days following such a request.

7. Blocking of the Card

The Bank reserves the right at its discretion to block and/or recall the Card of the Cardholder at any time, without advance warning and without having to give reasons. Its decision cannot be contested. The Bank shall not be held liable for consequences which might arise for the Cardholder as a result of the blocking or recall of the Card. The use of a blocked card is unlawful and may result in prosecution, as may the obligations incurred by the Cardholder as a result. The Bank reserves the right to provide the affiliated merchants and authorised banks with any information they may require to obtain the amount due directly from the Cardholder.

8. Transmission of Documentation and Identification Tools

The Cardholder instructs the Bank to deliver the Card, the PIN and other personalised security features issued from time to time by the Bank in his favour as well as the documentation and information related to the use of such Card, PIN or other personalised security features at his attention to the Card Distributor or its authorized agent. The Card Distributor and/or its authorized agent shall be responsible to deliver such tools, documentation and information to the Cardholder by adopting appropriate security measures. The Card and the PIN may be posted to the address provided by the Cardholder in the application form. The Card and the PIN shall be delivered to the Cardholder in different envelopes.

9. Disclosure of information; online information and e-statement; call center facilities

The Cardholder instructs the Bank to make available to the Card Distributor any information related to the Card, in particular information concerning card issuance, card use, reloadings, etc., in order to enable the Card Distributor to administer its relationship with the Cardholder. The Card Distributor will provide appropriate online access functionalities and make available to the Cardholder electronically, a statement of the executed transactions and card usages, reloadings, charges and fees (e-statement). In the event of discrepancies with the internal accounting records of the Bank, the latter shall prevail. The Cardholder explicitly accepts to receive all these information electronically and not on paper. The Bank shall not be liable for any consequences arising from the use or nonuse of the online access functionalities provided by the Card Distributor. The Bank will further neither incur any liability with regard to the accessibility or serviceability of such online facilities nor assume any responsibility regarding the execution, non-execution or partial execution of all obligations incurred by the Card Distributor in favour of the Cardholder regarding such online access functionalities including, but not limited to, access codes, passwords, etc. The Card Distributor will make available to the Cardholder, at any time, the card balance and the e-statements also through its call centre.

10. Data Protection

The Card Distributor is registered with the UK Data Commissioner and as such is committed to maintaining personal data in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that data is kept secure at all times. Unless required by law or elsewhere in these terms and conditions, personal information will not be passed to anyone without the Cardholder's permission. In order to ensure the operability of the Card with VISA network, the Cardholder authorises the Bank to transmit, in so far as it is necessary, his personal data to third parties, i.e. any entities of the financial sector and to any affiliated merchants/banks, which participate in the relevant international card payment system, to the Card producers, to the entities which apply the relevant data to the Cards and to the entities which possess the relevant Card license, as well as to the international authorisation and clearing authorities. To comply with applicable Know-Your-Client-rules and Anti-Money Laundering Regulations, the Bank, the Card Distributor and/or any other business partner (the Partner) who will introduce the Cardholder to the Card Distributor and the Bank, shall be entitled to carry out all necessary verifications regarding the Cardholder's identity. The abovementioned Partner and the Card Distributor may use a recognised agency for this verification purposes (details of the agency used will be provided to you on request). In this respect, the Cardholder's personal data will be transferred to the Card Distributor and the Bank and will be processed also outside the United Kingdom. The Cardholder acknowledges and accepts this concept of data processing and accepts further, that his personal data may be used by the Card Distributor and the Bank for proper marketing purposes.

11. Fees

The Cardholder shall pay to the Card Distributor and/or the Bank the fees concerning the issuance and use of the Cards as well as the services rendered by the Card Distributor and/or authorised agents. With regard to the services rendered, the Bank receives recompense from the Card Distributor and respectively the Card Distributor receives recompense from the Bank. However, the Bank and/or the Card Distributor has no obligation to report to the Cardholder on the payment of such amounts. **The Cardholder waives any claims to such recompense.**

12. Cardholder communications and enquiries

Except where provided otherwise herein, any communication, notification or transmission of information shall be made in the manner agreed upon between the Bank and the Cardholder in any relevant document (i.e. application form) or by means of the Card Distributor's web site.

13. Consent/Transferability/Confirmation/Place of Jurisdiction/Other Conditions

The Bank and/or the Card Distributor or its agents shall be authorised to record telephone conversations between it and the Cardholder on quality assurance and security grounds, to store these recordings on data media and to keep them for one year. Moreover, the Cardholder certifies the data furnished on the Card application to be correct and authorises the Bank to obtain from public offices, banks and authorised third parties any information deemed necessary for the review and verification of the application. The information and data disclosed to third parties shall, in principle, only be used for the collection and performance of outstanding claims. The Cardholder has read and understood these General Terms and Conditions and accepts them in full by submitting his or her Card Application. In addition, he shall receive a further copy of these General Terms and Conditions together with his Card. By signing and/or using the Card, the Cardholder confirms acceptance of the General Terms and Conditions. The Bank reserves the right to amend these General Terms and Conditions at any time. The Cardholder shall be informed of such changes by circular letter or in some other appropriate form (i.e. by e-mail, by means of the Card Distributor's website, etc.). The changes shall be regarded as accepted if the Cardholder raises no objection within 30 days of notification. All legal relations between the Cardholder and the Bank shall be subject to **Swiss substantial law** with the exclusion of conflict of law principles. The place of performance, the place of special proceedings for the collection of debts owed by Cardholders residing abroad and the exclusive place of jurisdiction for all disputes shall be **Lugano, Switzerland**. The Bank shall, 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.