

General Terms and Conditions for the Chaplin's World Visa Prepaid Cards (Single Load) of Cornèr Bank Ltd.

1. General/Card Issuance/Card Distribution/Card Activation

Cornèr Bank Ltd. (hereinafter referred to as the "Bank") shall issue a Chaplin's World Visa prepaid card (hereinafter referred to as the "Card") to the applicant (hereinafter referred to as the "Cardholder"). The Card is available exclusively from Chaplin's World in Corsier-sur-Vevey, Switzerland. The Card shall remain the property of the Bank. **The Cardholder shall keep the Card in a safe place and protect it against unauthorized access.** The Cardholder shall be liable in respect of any and all obligations that may arise through use of the Card and under these General Terms and Conditions. The Cardholder shall be liable for any and all consequences that may arise from failure to comply with the obligation to safeguard the Card.

The Cardholder may obtain the Card from Chaplin's World by paying the issue fee and the amount to be loaded onto the card (CHF 50, 100 or 200 at the Cardholder's option). Prior to using the loaded Card, the Cardholder must activate the Card in accordance with the activation procedure described on the reverse of these General Terms and Conditions.

The Cardholder must provide his cell phone number as part of the activation procedure. If the Cardholder gives the Card to someone else as a gift, the person concerned shall be deemed to be the Cardholder and is automatically bound by these General Terms and Conditions. A copy of the General Terms and Conditions is included in the card carrier for such purpose. The Cardholder may activate a **maximum of three Cards using his cell phone number. No more than CHF 200 may be loaded onto each Card or CHF 600 in total onto three cards issued to a single Cardholder.** The Bank may refuse to activate the Card, in particular for legal reasons. In such event, the Bank shall refund the preloaded amount to the Cardholder.

2. Validity of the Card/Spending Limit

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

3. Use of the Card

The Cardholder is entitled to purchase goods and services from affiliated merchants, provided that such merchants are equipped with the electronic acceptance device required for Visa cards. **Cash withdrawals from ATMs are not permitted.** Affiliated merchants are entitled to require proof of identity. By signing the appropriate voucher when using the Card, the Cardholder agrees that the amount concerned is correct. Moreover, the Cardholder accepts that any transactions carried out using the Card or Card details (e.g. online), but without any signature, are valid. The Cardholder irrevocably authorizes the Bank to pay the transaction amount to the affiliated merchant. The Cardholder shall be liable to the Bank in respect of any amounts paid by the Bank. The Bank reserves the right not to honor any vouchers that do not comply with these General Terms and Conditions.

The Card merely functions as a cashless means of payment. The Bank shall not be responsible or liable in respect of any transactions carried out using the Card. In particular, the Cardholder acknowledges and agrees that the Bank shall not be liable even if, for any reason, the affiliated merchants do not accept the card, or accept it only in part. The Cardholder further acknowledges that the Bank shall not be liable for the services supplied by same and shall refrain from making any complaint to the Bank in connection with the vouchers themselves and/or any related transactions. This also applies in the case of late delivery of, or failure to deliver, goods or services. In the event of disputes or complaints of any kind concerning goods or services, or the exercise of any right accruing therefrom, the Cardholder shall approach the affiliated merchant only. The Card may only be used for transactions that are lawful.

4. Processing of Transactions/Verification of the Balance

All purchases and other transactions made using the Card or the details, as well as the payments, will be treated based on the value date according to the date of the accounting entry. The Cardholder shall accept the exchange rate used by the Bank in respect of any expenditure in currencies other than the Swiss franc.

The Cardholder may obtain the card balance directly from the Bank at any time using Onlineaccess, by SMS or telephone (further information is provided on the reverse of these General Terms and Conditions). The balance includes all transactions notified to the Bank up to the evening of the previous working day (in Switzerland). The Bank may, without warranty of any kind, inform the Cardholder of the balance currently available in any format specified by the Bank.

5. Balance Refunds; Deadline and Waiver

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

6. Loss of the Card

The Card shall not be replaced in the event that it is lost or stolen.

7. Blocking of the Card

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

8. Charges

All charges associated with the use of the Card (SMS queries, calls to the call center, foreign currency processing fees, etc.) are set out on the reverse of these General Terms and Conditions. The Cardholder confirms that he has duly noted and agrees unconditionally to the applicable charges. In exceptional circumstances and if the Bank does not authorize the activation of the Card, the Cardholder may request a refund of the balance, less an administration fee of CHF 25 charged by the Bank.

9. Data Protection

The Bank shall hold personal data in accordance with the provisions of the Swiss Data Protection Act (Federal Act on Data Protection of June 19, 1992 and the applicable implementing provisions) and shall take all reasonable steps to ensure that data are held securely at all times. Unless otherwise provided by law or these General Terms and Conditions, personal information shall not be passed on without the Cardholder's consent.

For the purpose of ensuring Card functionality within the Visa network, the Cardholder authorizes the Bank to disclose his personal data to third parties to the extent required, i.e. to entities within the financial sector and affiliated merchants/banks involved in the relevant international card payment system, card producers, entities responsible for adding the applicable data to cards, entities holding the applicable card license and international entities responsible for authorization and clearing. For the purposes of complying with the "know your customer" rules and anti-money-laundering requirements, the Bank and Chaplin's World shall be entitled to perform any checks that may be required to verify the Cardholder's identity, to the extent permitted by applicable law. The Cardholder acknowledges and agrees to the foregoing data processing arrangements. **The Cardholder further agrees that the Bank and/or Chaplin's World may use his personal data for marketing purposes.**

10. Clauses of Consent, Transferability, and Confirmation/Place of Jurisdiction/Further Provisions

The Bank is entitled to record telephone conversations between it and the Cardholder on quality assurance and security grounds, to store these recordings on data carriers, and to retain these for a period of one year. The Bank is entitled to commission third parties in Switzerland or abroad to perform, in full or in part, all services pertaining to the contractual relationship, including reward and loyalty programs (e.g. application reviews, card manufacture, contract management, online services, payment collections, client communications, credit risk calculations, payment processing, loading payments, IT) and for the improvement of the risk models used in granting credit limits and fraud prevention. The Cardholder authorizes the Bank to provide these third parties with the data necessary for the diligent performance of the tasks assigned to them and, if required, to transmit this data abroad for this purpose. Data shall only be disclosed if the recipients undertake to keep the data confidential, to maintain an appropriate level of data protection and to ensure that any other contracting partners are also bound by this obligation. The Cardholder acknowledges that data transferred abroad may not be subject to data protection or to an equivalent level of data protection to that under Swiss law. The monthly statements and all other Cornèrcard correspondence are printed, packed, and prepared by partner companies located in Switzerland that have been entrusted by the Bank with the provision of such services in Switzerland.

The Bank may offer to assign or assign all or any of the rights accruing to it under this contract to third parties both within Switzerland and abroad. It shall be authorized to disclose information and data in connection with this contract to such third parties at any time. If such third parties are not subject to Swiss bank-client confidentiality, this information shall be disclosed only if the recipients undertake to keep the information and data confidential and make this obligation binding on any other contracting partners. (The information and data disclosed to third parties shall, in principle, only be used for the recovery and enforcement of outstanding claims.)

The Cardholder has read and understood these General Terms and Conditions and accepts them in full. **Signing and/or using the Card constitute/constitutes further confirmation of acceptance of the General Terms and Conditions.** The Bank reserves the right to amend these General Terms and Conditions at any time and publish the new version on its website. Accordingly, the Cardholder agrees to visit the Bank's website at regular intervals in order to read the General Terms and Conditions currently in effect and/or any other relevant information published on the website. Any amendments shall be deemed to have been accepted unless the Cardholder raises an objection within 30 days of the date of notification.

All legal relations between the Cardholder and the Bank shall be governed by and construed in accordance with Swiss law. Lugano shall be the place of performance, the place of debt enforcement for Cardholders resident abroad, and the exclusive place of jurisdiction for all disputes, subject to mandatory provisions of Swiss law. 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.

10/2016 Edition

How does it work?

1. Activating the card

The card can only be used once it has been activated.

By SMS: send "Register" along with your 13-digit activation code (reference number), which can be found on the back of the card, and the last 4 digits of the card number to +41 76 601 30 10.

Example: "Register 1000023456789 1234"

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

2. Making payments

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

3. Viewing your balance

You can access your card balance at any time at your.cornercard.ch/chaplin (free of charge) or by calling +41 900 90 41 41 (CHF 1.90/minute from a landline).

4. Blocking/unblocking the card

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

5. Charges

Foreign currency processing fees: 2%

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

The information set out on this page forms an integral part of the General Terms and Conditions.