

General Terms and Conditions for Visa "Gift Cards" issued by Cornèr Bank Ltd on behalf of Visa Europe

1. General /Card Issuance

On behalf of Visa Europe, Cornèr Banca SA (hereinafter referred to as "the Bank") shall issue to by Visa Europe designated Applicant a personal and non-transferable Prepaid Visa Gift Card (hereinafter referred to as "the Card"). The Card shall remain the property of the Bank. **The Card must be kept in a safe place and protected against unauthorized access by third parties.** The Cardholder shall receive a secret personal identification number (hereinafter referred to as "the PIN") together with the card. The Cardholder shall be liable of all obligations arising from the use of the Card and from these General Terms and Conditions. The Cardholder shall neither write down his PIN anywhere nor disclose it to anyone, not even to persons claiming to work for the Bank and identifying themselves as such. The Cardholder shall be liable for all consequences resulting from the failure to comply with the obligation to safeguard the PIN and/or the Card.

2. Validity/Spending Limit

The Card shall remain valid until the date indicated on the card. The Cardholder shall undertake to sign the Card as soon as he receives it. The Card can be used up to the initial amount loaded on the Card. The spending limit shall decrease as card usage increases. 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.

3. Use of the Card

The Cardholder is authorized to purchase goods and services at merchants provided that they are equipped with an electronic acceptance device for Visa Cards up to the amount loaded on the Card, defined as such. The Cardholder shall irrevocably authorize the Bank to pay this amount to the affiliated merchants. The Cardholder becomes debtor of the Bank with regard to the amounts paid by the Bank. The Bank reserves the right not to honor any transactions which do not comply with these General Terms and Conditions. Cash withdrawals from ATMs or bank counters are not permitted.

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 do not accept the Card, or accept it only partly. The Cardholder shall further acknowledge that the Bank is not liable for the latter's services and shall refrain from filing 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. In particular, the Cardholder shall not be released from his obligation to pay the Bank the amounts shown on the statements in case of any disputes that may arise. 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 date according to the date of the accounting entry. For card usage conducted in other currencies, 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 available on the website of the Bank. The Cardholder can also ask for his card balance by phoning the Call Center of the Bank, using the dedicated phone number. The balance includes all transactions notified to the Bank up to the evening of the previous working day (in Switzerland).

5. Card Cancellation and Refund of Balance

The Card cannot be cancelled, subject to the Bank's rights under section 7 below. Any remaining card balance will not be refunded.

6. Loss of the Card

In case of loss or theft, the card will not be replaced. Any remaining card balance will not be refunded.

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 with any information they may require to obtain the due amount directly from the Cardholder.

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

The Bank will be entitled to record telephone conversations between it and the Cardholder on quality assurance and security grounds, to store such recordings on data carriers, and to retain these for a period of one year.

The Cardholder accepts that even with respect to transactions conducted in Switzerland, data will be forwarded to the Bank via the international credit card network. The Bank is entitled to commission partner companies in Switzerland or abroad, in particular affiliated companies of Cornèr Bank Group with seat in the European Union to perform all or part of the services pertaining to the contractual relationship, including reward and loyalty programs (e.g. application reviews, card manufacture, card issuance, contract management, online services, payment collections, client communications, credit risk calculations, fraud prevention, charge-back procedures, payment processing, 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. In doing so, the Bank may also pass on personal data of the Cardholder to such partner companies for the processing purposes specified in the Privacy Notice (clause 3 – cornercard.ch/data protection). The processing of such personal data is carried out in full compliance with the applicable data protection regulations, namely the Swiss Data Protection Act (DPA) and the European General Data Protection Regulation (GDPR). Personal data are maintained in electronic and/or paper format. The Cardholder acknowledges that data protection legislation allows him to have access to information and, under certain conditions, to have the data stored at the Bank to be corrected, blocked or deleted. Monthly statements and all other items of Cornèrcard correspondence are printed, packed, and prepared for dispatch by partner companies located in Switzerland that have been entrusted by Cornèr Banca SA with the provision of such services in Switzerland. Accordingly, the Bank or third parties appointed by the Bank may store, process, and use Cardholder and transaction data, in particular for the purposes of marketing, market research, and creating customer profiles. The storage, processing, and use of Cardholder data will allow personalized advice, customized offers, and information on the Bank's products and services to be supplied to the Cardholder. The following data may be processed in particular: information on the Cardholder, Card transactions, and any additional or ancillary services. Whenever the Cardholder transmits third-party data to the Bank (e.g. information in the payment card application), the Bank assumes that he is authorized to do so and that such data are correct. The Cardholder shall inform such third parties of the processing of their data by the Bank. The Bank may offer to assign or assign all or any of the rights accruing to it under this contract (use of the Card, annual subscription fee, etc.) to third parties both within Switzerland and abroad. It will 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, such information will be disclosed only if the recipients undertake to keep the information and data confidential and to ensure that any other contracting partners are also bound by this obligation (as a general rule, information and data will only be disclosed to third parties for debt recovery and enforcement purposes).

The Cardholder will receive an additional copy of these General Terms and Conditions together with the Card.

The Cardholder has read and understood these General Terms and Conditions. Signing and/or use of the Card shall represent a further confirmation of the 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. 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 law. 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 subject to mandatory dispositions of substantive 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.

Balance Enquiries: www.cornercard.ch/gift– Tel. +41 91 800 41 41