

SPECIAL TERMS AND CONDITIONS OF SWISSCARD AECS GMBH REGARDING THE USE OF 3-D SECURE

SUBJECT MATTER

These "Special Terms and Conditions of Swisscard AECS GmbH regarding the use of 3-D Secure" (hereinafter "3-D Secure Terms and Conditions") shall regulate the relationship between Swisscard AECS GmbH (hereinafter "Issuer") and the principal cardholder or additional cardholder (hereinafter "Client") regarding 3-D Secure. These Terms and Conditions shall apply in addition to the other applicable provisions governing the card relationship between the Issuer and the Client, including in particular the Issuer's general terms and conditions applicable to the card product in question (hereinafter "GTCs"). In case of any discrepancies between the GTCs and the 3-D Secure Terms and Conditions, the 3-D Secure Terms and Conditions shall take precedence over the GTCs. 3-D Secure is an internationally recognised standard for cardholder identification with or without online card payments (hereinafter "3-D Secure Transaction(s)") and goes by the following names according to the card network: at Mastercard, "Mastercard® SecureCode™"; at Visa, "Verified by Visa" and at American Express®, "SafeKey". These 3-D Secure Terms and Conditions regulate 3-D Secure Transactions by Clients with the Issuer's cards of all the abovenamed card networks.

1. REGISTERING FOR 3-D SECURE AND USE

- 1.1 The Client may register for 3-D Secure at various times:
 - a) when making an online transaction at a point of acceptance offering 3-D Secure and asking the Client to register; or
 - b) independently from performing an online transaction, at www.swisscard.ch/3-D-Secure.

The Issuer reserves the right to permanently or temporarily limit the types of acceptable registration for 3-D Secure at any time, without prior notice.
- 1.2 The client can register for and use 3-D Secure in order to release transactions as follows, according to the Issuer's instructions:
 - a) When using a Mobile App: registration requires downloading a Mobile App authorised by the Issuer (hereinafter "3-D Secure App") from the download centre of the operating system provider onto the Client's device (hereinafter "Device") and then activating the 3-D Secure App for future transactions by means of a registration code sent by the Issuer. After activating the 3-D Secure App, the Client may accept or reject 3-D Secure Transactions by entering the desired choice in the 3-D Secure App.
 - b) By using transaction numbers received by SMS (hereinafter "mTAN"): by activating the mTAN process on the website in accordance with section 1.1 b). After registration, 3-D Secure Transactions can be released by entering the mTAN during the online payment process.
 - c) By using further processes of registration and use that will be authorised and communicated in an appropriate form by the Issuer.
- 1.3 Unless the Client is registered in accordance with sections 1.1 and 1.2, he/she will no longer be able to successfully perform 3-D Secure Transactions online at points of acceptance offering 3-D Secure. The Issuer reserves the right to authorise a specific number of 3-D Secure Transactions without registration.
- 1.4 3-D Secure Transactions released in accordance with section 1.2 shall be considered to have been approved within the meaning of the GTCs.
- 1.5 Any person who registers according to these 3-D Secure Terms and Conditions and/or releases 3-D Secure Transactions shall be considered by the Issuer as an authorised party for registration and use of 3-D Secure. The Client hereby acknowledges that the Client shall be held responsible for any acts by the authorised party.

- 1.6 The registration by the Client shall apply to all of the Issuer's 3-D Secure-compatible cards held by the Client.
- 1.7 Clients are required to reregister in accordance with section 1.2 a) whenever they change their Device and to report any change in mobile telephone number to the Issuer.
- 1.8 It is not possible for the Client to deactivate 3-D Secure for registered cards.

2. DUTIES OF CARE AND GENERAL SECURITY INSTRUCTIONS

- 2.1 The Client hereby acknowledges that unauthorised access to the Device and to the 3-D Secure App enables the misuse of 3-D Secure. The Client shall therefore take and maintain all necessary and appropriate measures to prevent the risk of unauthorised access to the Device and to the 3-D Secure App and/or unauthorised use of 3-D Secure. Such measures include, in particular, complying with all duties of care mentioned in the 3-D Secure Terms and Conditions (particularly in the present section 2) and in the GTCs.
- 2.2 The Client shall have the following duties of care for the Device, in particular:
 - a) The Client shall protect the Device against access by third parties by using access control mechanisms such as a password that is not easy to guess and that is kept secret, or equivalent technologies (hereinafter "Means of Identification").
 - b) The 3-D Secure App shall be installed and used only on such devices as belong to the Client or to which the Client alone has permanent access.
 - c) Clients shall not leave their Device unattended.
 - d) Clients shall keep the original operating system of the Device constantly up to date, refrain from tampering with the Device through operations such as jailbreaking or rooting, shall not store any thirdparty Means of Identification on their Device, and shall install the usual security software.
 - e) Clients shall promptly inform the Issuer by telephone upon receiving on their Device any request for release or mTAN concerning a transaction that they have not made.
 - f) Clients shall promptly inform the Issuer in case of loss of their Device and shall arrange for locking of their SIM card and, if possible, of the Device, too, by the manufacturer of the Device. The obligation under the present section 2.2 f) shall be applicable even if the Device is merely suspected to be lost.
 - g) Clients shall exclusively use the latest version of the 3-D Secure App at all times.

3. FEES

- 3.1 The issuer does not currently charge any fees for registration and use of 3-D Secure.
- 3.2 Fees may be incurred for sending and receiving data from or on the Device (e.g., SMS, internet connection) during registration and use of 3-D Secure. Such fees are based on the Client's contract with the mobile service provider and are generally higher if the Client is outside Switzerland during such use.

4. WARRANTY AND LIABILITY

- 4.1 The Issuer provides no warranty that 3-D Secure will be available at all times. The Issuer provides no warranty on behalf of the network operator (e.g., Internet service provider, mobile phone service provider), the manufacturers of the client's devices or the associated software, or any other third parties. Furthermore, the Issuer provides no warranty for the accuracy, precision, reliability, complete-

ness, confidentiality, and transfer time of all electronically transmitted data.

- 4.2 Even with state-of-the-art security precautions, absolute security cannot be guaranteed on the part of either the Issuer or the Client. The Client hereby acknowledges that the Issuer is not liable for the following risks, in particular:
 - a) Third parties gain unauthorized access to 3-D Secure or hack into information, including Means of Identification, due to the Client's insufficient knowledge of the system and lack of security precautions (e.g., loss of the Device, missing security software).
 - b) Network operators (e.g., mobile phone service provider, Internet service provider or SMS provider) create a user profile of the Client.
 - c) While the Client is using 3-D Secure, third parties obtain access to the Device unnoticed.
 - d) Data security measures are disabled or bypassed by avoiding the restrictions of the Device's operating systems ("Unlocking", "Jailbreaking" or "Rooting").
- 4.3 The 3-D Secure App may be supplied and operated by the Issuer or by a third-party provider. If the 3-D Secure App is supplied or operated by a third-party provider, the Issuer provides no warranty for the 3-D Secure App or for undisturbed and uninterrupted access to the 3-D Secure App.
- 4.4 Subject to statutory or contractual liability for grossly negligent or wilfully caused loss and damage and subject to section 4.5 below, the Issuer hereby disclaims all liability for loss and damage due to use of 3-D Secure or permanent or temporary unavailability of 3-D Secure.
- 4.5 Providing that the Client has complied with every part of the GTCs and 3-D Secure Terms and Conditions (particularly, the duties of care) and has not otherwise committed any fault, the Issuer shall assume the costs of any proven misuse of the card by third parties. In such a case, the Client must assign to the Issuer all claims arising as a result of the damage (including any insurance claims).
- 4.6 The liability provisions under GTCs shall remain applicable unchanged.

5. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights related to 3-D Secure and the 3-D Secure App shall be retained by the Issuer and/or the Issuer's Licensors (including the card networks mentioned in the opening paragraphs above). The Client shall receive a non-exclusive, nontransferable and revocable licence to use 3-D Secure and the 3-D Secure App in accordance with these 3-D Secure Terms and Conditions.

6. DATA PROTECTION AND CONFIDENTIALITY

- 6.1 The Client hereby acknowledges that third parties (e.g., Apple or Google) may infer the existence of a customer relationship with the Issuer as a result of the registration, regardless of use of the App.
- 6.2 The Client hereby acknowledges that during registration and use of 3-D Secure, data (e.g., registration code, information about the point of acceptance, amount of the transaction, anonymised card number) will be transmitted, over a public network accessible to everyone (e.g., internet, SMS), among others, and may be transmitted globally. The individual data packets (except for SMS texts) will be transmitted encrypted. Nevertheless, the sender and receiver (as well as SMS texts) always remain unencrypted. Third parties may therefore infer existing or future card relationships or other business relationships (e.g., banking relationships). Even if the sender and receiver are in the receiver's country of domicile at the time of receipt, the data transmission over such networks frequently passes through third countries, including countries that may not ensure the same level of data protection as the Client's country of domicile. Data may be lost during transmission or may be intercepted, manipulated, and misused by third parties, and the sender's identity may be simulated or manipulated.
- 6.3 The provisions in this section 6 of the 3-D Secure Terms and Conditions shall be applicable in addition to the GTCs. Further information about data processing is available in the Privacy Statement, the latest version of which can always be viewed at www.swisscard.ch or requested from Swisscard.

7. FURTHER PROVISIONS

- 7.1 The Issuer reserves the right to change the 3-D Secure Terms and Conditions at any time. The Client shall be notified of any change in an appropriate manner (e.g., a message in/via 3-D Secure App or online in the course of an online transaction). If the Client fails to send a written objection within a reasonable time, the changes shall be deemed to have been accepted from the time of the announcement, in case the Client has not already accepted the change directly in/via the 3-D Secure App or online in the course of an online transaction. Any use of 3-D Secure after the effective date of the change shall be deemed equivalent to acceptance.
- 7.2 The Issuer reserves the right to temporarily or permanently restrict or terminate operation of 3-D Secure at any time and without prior notice, in part or in whole, for any or all Clients or groups of Clients. The Issuer is further entitled to adjust (i.e., to expand or restrict) the range of functions of 3-D Secure at any time. In case of an adjustment, the Client's continued use of 3-D Secure may be made conditional on consenting to the new or amended 3-D Secure Terms and Conditions.
- 7.3 The Client hereby acknowledges that using the 3-D Secure App or 3-D Secure abroad may violate foreign laws under certain circumstances. The Client is responsible for obtaining information in that regard. The Client further acknowledges that there may be import and export restrictions for encryption algorithms that may be violated if the Client uses the 3-D Secure App or 3-D Secure outside Switzerland. In case of doubt, the Client shall refrain from using 3-D Secure or the 3-D Secure App abroad. The Issuer declines any liability in that respect, subject to section 4.5.
- 7.4 If the Client uses the 3-D Secure App on an Apple Device, the Client acknowledges the following additional provisions of Apple:
 - a) Apple is under no obligation to provide maintenance and support services related to the 3-D Secure App. To the extent permitted by law, Apple disclaims all warranties related to the 3-D Secure App. In connection with the 3-D Secure App and the use thereof, Apple assumes no liability to the Client or to third parties, including (i) under product liability laws, (ii) in connection with criticisms that the 3-D Secure App fails to comply with statutory or regulatory requirements and (iii) under consumer protection and similar statutory provisions. Apple is not responsible for the investigation, defense, amicable settlement or other resolution of third-party claims, if a third party asserts that the 3-D Secure App or use of the 3-D Secure App violates third-party intellectual property rights.
 - b) The Client hereby certifies that the Apple Device is not located in a country that is subject to an embargo by the US government or designated as "terrorist supporting country" by the US government, and that the Client is not included in any blacklist or list of blocked countries of the US government.
 - c) Apple and Apple subsidiaries are third-party beneficiaries of the present provisions.
- 7.5 The Issuer may be reached at the following address:
Company name and address: Swisscard AECS GmbH, PO Box 227, 8810 Horgen, www.swisscard.ch
- 7.6 The applicable law and place of jurisdiction shall be determined according to the provisions of the GTCs.

8. SUPPLEMENTARY PROVISIONS FOR CORPORATE CARDS

- 8.1 The present provisions shall apply, mutatis mutandis, to holders of any corporate cards issued by the Issuer, insofar as they are activated for 3-D Secure. For technical reasons, a corporate card may have to be registered separately, notwithstanding section 1.2.
- 8.2 The use of Safe Key for American Express Corporate Cards by corporate cardholders is subject to the "Special provisions of Swisscard AECS GmbH for the use of American Express SafeKey for American Express® Corporate Cards".

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