

## TERMS AND CONDITIONS FOR THE USE OF THE ONLINE IDENTIFICATION SERVICE

These “Terms and Conditions for the Use of the Online Identification Service” (hereinafter **“Terms and Conditions”**) shall apply to the Video Personal Identification occurring online (hereinafter **“Online Identification Service”**) of Swisscard AECS GmbH (hereinafter **“Issuer”**). The Online Identification Service is offered and provided by Swisscom (Switzerland) Ltd (hereinafter **“Service Provider”**) on behalf of the Issuer vis-à-vis existing principal or additional cardholders (private and corporate customers) or potential ones (persons currently in the application process for a card from the Issuer) as well as the openers of master account relationships in cases of corporate customers (hereinafter **“Client”** or **“you”**) of the Issuer. By selecting the confirmation checkbox “Accept terms of use of Swisscard”, **you state that you have read, understood, and accepted the Terms and Conditions** and that you are a Client of the Issuer. This action establishes the Terms and Conditions between you and the Issuer.

### 1. GENERAL PROVISIONS

- 1.1 The Online Identification Service includes collection of the Client’s personal data (No. 3 of the Terms and Conditions) by the Issuer as well as the subsequent online identification (No. 4 of the Terms and Conditions) of the Client by the Issuer.
- 1.2 By using the Online Identification Service or collection of the Client’s personal data on the Issuer’s website provided for this purpose (hereinafter **“Landing Page”**), you state that you have read, understood, and accepted these Terms and Conditions. If you do not agree to the Terms and Conditions, refrain from using the Online Identification Service.
- 1.3 These Terms and Conditions are valid in addition to the other applicable regulations governing the contractual 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 referred to as “GTCs”) and the Legal Notices and the Privacy Policy in connection with using the Landing Page. In case of conflicts, these Terms and Conditions shall take precedence over the GTCs and the Legal Notices and the Privacy Policy of the Landing Page.

### 2. RESTRICTIONS

- 2.1 The Online Identification Service is not intended for individuals who are not Clients of the Issuer. These individuals are prohibited from using the Online Identification Service.
- 2.2 The Client acknowledges that use of the Online Identification Service from abroad may violate provisions of foreign law under certain circumstances. The Client further acknowledges that import and export restrictions may exist for the encryption algorithms, which he may violate under certain circumstances if he uses the Online Identification Service outside of Switzerland. The Client is therefore responsible for keeping informed as to whether the use of the Online Identification Service from abroad is legal, and must refrain from such use in case of doubt. The Issuer refuses all liability in this respect and the Client waives the right to assert corresponding claims against the Issuer as well as against the Service Provider. The Issuer reserves the right to temporarily or permanently restrict or cease or block the Online Identification Service at any time, in whole or in part, without prior announcement, either universally or for individual Clients.
- 2.3 Only official identification documents may be used with the Online Identification Service. These documents (hereinafter “ID Documents”) must be issued by countries that are on the so-called Country List available on the Issuer’s information page.

- 2.4 Clients are required to have a video-capable terminal device with a high-resolution camera and a microphone in order to ensure suitable sound and picture quality for performing the Online Identification Service.
- 2.5 Clients using a terminal device equipped with the iOS operating system (e.g., iPhone or iPad) must first download the Videoident app offered by the Service Provider in Apple’s App Store and install it on their device in order to operate the Online Identification Service. The operating system versions supported by the Videoident app will be displayed to the Client before downloading the Videoident app. The Videoident app is subject to U.S. export control regulations and other U.S. laws and is not permitted to be exported, re-exported, or transferred to certain countries (currently Cuba, Iran, North Korea, Sudan, the Crimean region of Ukraine, and Syria) or to persons or legal entities who are prohibited from receiving exported goods from the U.S. (including those persons or legal entities listed (a) on the Denied Persons List or Denied Entity List of the Bureau of Industry and Security or (b) the list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control).
- 2.6 The video conversation to be held with the Client in the context of the Online Identification Service will be held in one of the languages that can be selected on the Landing Page insofar as both the Client and the Call Center Agent have a command of this language. The Online Identification Service is not available for other languages.

### 3. COLLECTION OF PERSONAL DATA

- 3.1 When you enter your personal data (e.g., address, sex, first name, last name, date of birth, nationality, address and domicile, e-mail, mobile telephone number) in a contact form on the Landing Page, you consent to the processing of your personal data for specific purposes. In the context of this data entry, you agree to exclusively enter truthful and accurate data. Once entry of your personal data is completed, you will receive a unique process number that will be communicated to you on the Landing Page and additionally by e-mail immediately after your personal data is sent, and that is required in order to release the transmitted personal data to the Service Provider’s Call Center Agent.
- 3.2 Once entered, your personal data will be forwarded to the Service Provider’s Call Center for the purpose of online identification. The Client starts a video conversation with the Service Provider’s Call Center Agent by clicking the corresponding button on the Call Center Landing Page. Clients using an iPhone or iPad as a terminal device start the video conversation with the Call Center Agent by entering the process number into the Videoident app and then pressing the corresponding button in this app.

### 4. ONLINE IDENTIFICATION

- 4.1 The video personal identification used by the Service Provider to carry out the Online Identification Service is carried out using an encrypted, Internet-based video conversation that is performed by Call Center Agents in one of the Service Provider’s Call Centers in Switzerland. In the context of the video conversation, both the authenticity of the ID Document and the correspondence of the registered person with the person to be identified are verified.
- 4.2 At the beginning of the video conversation, the Client must provide the Call Center Agent with his process number. The Call Center Agent then carries out the audio-visual identification in real time. This will particularly include:

- a. Comparison of the information in the ID Document with the data transmitted using the contact form (No. 3.1 of the Terms and Conditions).
  - b. During video transmission, the Call Center Agent creates photographs of you and the displayed ID Document, and the conversation will be recorded in audio and/or video.
  - c. The online identification process will be concluded with delivery of a Transaction Number (TAN) to you. You must confirm the number for verification.
- 4.3 After online identification has concluded, the data will be further forwarded to the Issuer by the Service Provider or made available by the Issuer for collection by the Issuer.
- 4.4 The Client will receive confirmation of the conclusion of online identification from the Service Provider by e-mail and on the Landing Page.

## 5. FEES

- 5.1 The Online Identification Service is currently available for use by the Client at no charge. The Issuer reserves the right to introduce fees for the use of the Online Identification Service, or to change existing fees, at any time. In addition, use of the Online Identification Service may incur fees from a network operator (e.g., an Internet provider or mobile service provider) for use of a telephone and/or Internet connection. These fees are generally higher if the Client uses the functionality outside of Switzerland.

## 6. DATA PROCESSING

- 6.1 The corresponding provisions of the GTC apply. Further information about data processing is available in the Privacy Statement, the latest version of which can always be viewed at [www.swisscard.ch](http://www.swisscard.ch) or requested from the issuer.

## 7. EXCLUSION OF WARRANTY AND LIABILITY

- 7.1 The Issuer is not responsible either for the Videoident app itself that is made available by the Service Provider, or for the communications services provided using the Videoident app (e.g., transmission of sound and video), or for services, actions, and omissions of the network operator (e.g., Internet provider or mobile service provider).
- 7.2 The Issuer cannot guarantee uninterrupted, uninterrupted, and secure access to the Online Identification Service at any time. The Issuer does not facilitate technical access to the Online Identification Service. This is the Client's sole responsibility. In particular, the Client acknowledges that neither the Issuer nor the Service Provider distribute the special security software (e.g., virus test, firewall) required for use of the Online Identification Service. The Issuer therefore assumes no responsibility for either network operators (e.g., Internet service providers or mobile service providers) or the required security software. The Issuer further assumes no responsibility for the accuracy, precision, reliability, completeness, confidentiality, inalterability, and transfer time of all electronically transmitted data.
- 7.3 To the extent permitted by law, the Issuer precludes all liability for any freedom from disruption, security, and uninterrupted availability of the Online Identification Service and any damages incurred from the use or non-use of the Online Identification Service. In particular, the Issuer shall not be liable for damages caused by technical defects, faults, transfer errors, interruptions (including system-related service work), downtime, or overloads of the Issuer's IT systems, of third parties commissioned by the Issuer (e.g., service providers), or of the network operator (e.g., Internet providers or mobile service providers), or damage due to illegal interferences, willful blocking of networks (e.g., telecommunications facilities, the Internet), and other shortcomings of third parties (e.g., network operators). The Client waives the right to assert corresponding claims against the Issuer as well as against the Service Provider to the extent that this is legally permissible.

## 8. AMENDMENT OF THE TERMS AND CONDITIONS

- 8.1 These Terms and Conditions may be updated or amended at any time. Amendments shall be published exclusively on the Landing Page. The most current version of the Terms and Conditions published on the Landing Page shall apply.

## 9. COMMUNICATION / CONFIDENTIALITY

- 9.1 The Issuer and the Service Provider (on behalf of the Issuer) are entitled to inform or to contact the Client in connection with the use of the Online Identification Service by SMS, by e-mail, by regular mail, by pop-up in the Videoident app, or using additional means of communication.
- 9.2 The Client acknowledges that data transmitted over a public network such as the Internet or an e-mail service can in principle be viewed by anyone. The Issuer can not guarantee the confidentiality of messages or documents transmitted through such open networks. Third parties may access this information, and may consequently collect and use the data without the Client's consent. Under certain conditions, third parties could use this information to make conclusions regarding existing or future card relationships or other business relationships (such as banking relationships). Even if the sender and recipient are located in the same country, data transmission within such networks frequently also occurs through third countries, i.e., including countries do that do not offer the same level of data protection as does the Client's country of domicile. The Client's data could be lost during transmission or could be intercepted by unauthorized third parties.

## 10. CONTACT INFORMATION FOR ISSUER

- 10.1 The contact information is as follows:  
Company Name and Address: Swisscard AECS GmbH, PO Box 227, 8810 Horgen, Switzerland, Home page: [www.swisscard.ch](http://www.swisscard.ch)

## 11. APPLICABLE LAW AND PLACE OF JURISDICTION

- 11.1 Applicable law and place of jurisdiction conform to the regulations of the GTCs.

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