

### 1. General/card registration

Cornèr Banca SA (hereinafter referred to as "the Bank") issues to the applicant (hereinafter referred to as "Cardholder") a payment function in the form of personal and non-transferable prepaid Cornercard (hereinafter referred to as "the card"). The card remains the property of the Bank. **The Cardholder must keep the card carefully and protect it against the misappropriation by third parties.** The Cardholder is responsible for all obligations resulting from the use of the card, from these general conditions and from all the consequences deriving from non-compliance with the duty to protect the card. The Cardholder can obtain the card by registering through the Mogli application, managed by 3ATex GmbH, Riedthofstrasse 214, 8105 Regensdorf (hereafter 3ATex) that will provide the required data to the Bank (e.g. name, last name, address nationality, date of birth and email address). For the "Upgraded" cards, 3ATex GmbH will send to the Bank a copy of the Identification Document of the Cardholder and a the card application form. The Cardholder is responsible to provide correct information and he is fully liable for any consequences arising from providing incorrect data. The Cardholder is obliged to communicate to 3ATex promptly of any change concerning the information provided during the registration process, in particular any change to personal data or address. The Bank can refuse the Card activation and registration at its own discretion, in particular to the extent required by Swiss Law.

After requesting a physical card, the Cardholder can retrieve the secret personal identification code (hereinafter referred to as "PIN") of his card, which he can change at one of the numerous Swiss automated teller machines (ATMs) and at authorized affiliated merchants. He undertakes not to write down the PIN anywhere and not to reveal it to anyone, not even to anyone who qualifies as a bank employee (incl. Cornercard). The owner is responsible for any consequence deriving from non-compliance with the PIN protection duty.

The Cardholder acknowledges and agrees that the activation process is executed by the Bank in cooperation with Novum Card Services GmbH & Co. KG, 4th floor, Global Capital Building, Testaferrata street, Ta' Xbiex XBX 1403, Malta (hereinafter referred as "Novum"). The Cardholder acknowledges and agrees that in order to correctly execute the activation process and to allow the proper execution of the various functionalities linked to the Card (e.g., loadings, balance enquiry, etc.), the Bank is authorized to share with Novum all data provided by the Cardholder during the registration and activation process as well as all data related to the use of the Card. The Cardholder further agrees that Novum is authorised to store all these data in its system.

### 2. Validity of the card/spending limit/reloading

The Card shall remain valid until the date shown on the card. The Cardholder shall sign the Physical Card as soon as he/she receives it. The Card can be used with an initial spending limit which corresponds to the amount loaded by the Cardholder. The card shall be reloaded only via the Cardholder account on the Mogli app. The Cardholder is solely entitled to load the cards issued in his name, using only means of payment belonging to him. The spending limit will decrease as card usage increases but rises as subsequent transfers are made to the Card. The amount loaded on the Card does not earn any interest. Card spending above the spending limit is not allowed; should this limit nevertheless be exceeded, the Cardholder shall repay the excess amount immediately and in full. By signing the slip provided for this purpose when using the card and by using the PIN, the Cardholder acknowledges that the amount is correct.

### 3. Use of the card

The Cardholder is authorised to purchase goods and services from affiliated merchants. Cash withdrawals are permitted for "Upgraded" cards only. The Cardholder irrevocably authorises the Bank to pay the due amounts to the affiliated merchants. The Cardholder becomes a debtor of the Bank with regard to the amounts paid by the Bank. The Bank reserves the right not to honor 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 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. The Card may only be used for transactions, which are lawful. The Cardholder is required to change the PIN code received by the Bank as soon as possible by replacing it with a new PIN code of its choice at one of the many Swiss banknote machines..

### 4. Transaction processing/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 transactions notified to the Bank up to the evening of the previous Swiss working day via the Mogli App. The Cardholder may at any time view the balance of his Card by means of the Mogli App. The balance includes all transactions notified to the Bank. 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 the balance

If the Cardholder no longer intends to use the card or in the event of card expiration, the balance will be refunded via the Mogli app.

### 6. Card theft

In the event of the theft of the card, the Cardholder must immediately notify the Bank by telephone and subsequently confirm this communication in writing. In the event of theft, he must also file a report with the police. The cardholder is responsible for all misuse of the card until the Bank receives this communication. He shall not be deemed liable if he has exercised all due care in safeguarding the Card.

### 7. Card cancellation and blocking

The Cardholder and the Bank may cancel the Card contract at any time with immediate effect without providing any reasons. Upon cancellation, all outstanding amounts owed will automatically become due and payable. The Cardholder shall also pay in full any charges incurred following termination of the agreement in accordance with these General Terms and Conditions.

The Bank reserves the right to block and/or recall the Card 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 authorized affiliated merchants and banks with any information they may require for the purpose of recovering any amount owed directly from the Cardholder.

### 8. Expenses

All costs related to the use of the card (calls to the Call Center, contributions for the treatment of foreign currencies, etc.) are indicated in the Expenses table of the present general conditions. The Cardholder confirms that he has taken note of these expenses and accepts them without reservation.

### 9. Compliance with Statutory Requirements/Exchange of Information

The Cardholder acknowledges and agrees that for the purposes of his business relationship with the Bank, he will be solely responsible for complying with all statutory and regulatory requirements, including but not limited to any **requirements pertaining to tax**, which may apply to him pursuant to the law of the jurisdiction in which he is resident or domiciled, or in general, pursuant to the laws of all jurisdictions in which he is required to **pay tax in respect of any credit balance available on the Card**. The Bank will have no liability whatsoever in respect of such compliance. The Cardholder shall consult an expert adviser if he is in any doubt as to his compliance with these requirements. The Cardholder is aware that the Bank may be required under agreements between Switzerland and other countries and as a result of individual or group requests pursuant to such agreements, or on the basis of internationally recognized standards, for example standards applying to the automatic exchange of information, to disclose information regarding payment cards to the relevant Swiss or foreign tax authorities.

### 10. Data Processing/Appointment of Third Parties/Further Provisions

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. Moreover, the Cardholder confirms that the information provided on the Card application form is true and correct and authorizes the Bank to obtain from public bodies (debt enforcement authorities, residents' registration offices, guardianship authorities), his employer, banks, and the Zentralstelle für Kreditinformation (ZEK) (Central Office for Credit Information) any information that may be required for the purpose of assessing his application (regarding current address, financial standing, any guardianship arrangement). 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 authorized to assign in full or in part any third parties at home and abroad for the performance of contract-related services including premium and loyalty programs (such as application verification, card production and personalization, contract administration including printing and mailing of correspondence including monthly statements, online services, collection, communication with customers, assessment of credit risk, payment movements, IT) as well as improvement of risk models used in connection with fraud prevention.

Cardholder authorizes the Bank to disclose to such third parties the data that are necessary to perform the tasks assigned to them and therefore to forward such data abroad as well. Such transfer of data shall occur only if the recipients are bound to maintain confidentiality or to guarantee appropriate data protection, and to extend such obligations to any other contract partners. 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 Cornercard 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. Further information on the Bank's data protection policy can be accessed at any time via [cornercard.ch/dataprotection](http://cornercard.ch/dataprotection).

*The Bank may offer to assign or assign all or any of the rights accruing to it under this contract (use of the Card, 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 confirms that he has read and understood the terms set out in these General Terms and Conditions and the schedule of "Charges, Interest Rates, and Fees" as well as the data protection policy ([cornercard.ch/dataprotection](http://cornercard.ch/dataprotection)) and by signing the Card application form agrees to all the applicable terms. The Cardholder will receive an additional copy of these General Terms and Conditions together with the Card. Signing and/or using the Card also constitute/ constitutes further confirmation of acceptance of the General Terms and Conditions.

### 11. Amendments to the General Terms and Conditions/Place of Jurisdiction and Applicable Law

The Bank reserves the right to amend these General Terms and Conditions at any time. The Cardholder will be informed of any such amendments by circular letter or in some other appropriate form. The amendments will be deemed to have been accepted unless the Cardholder raises an objection within 30 days of notification.

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

Summary of expenses	Visa Prepaid Card
Card fee	MOGLI.app website
Processing costs in foreign currency	1.2 %
Fees on foreign transactions in CHF	1.2 %
Cash withdrawal	2 CHF
Hot line for Lost / Stolen	Local rate
Help Line +41 900 26 76 37	CHF 1.40/min. from landline

Limits	Basic	Upgraded
Top-up limits	5'000 CHF/year	Balance*
Spending limits	5'000 CHF/year	Balance*
Single transaction	1'000 CHF	Balance*
Cash withdrawal	Not allowed	1'500 CHF/ day
Number of active cards	1	Unlimited

\* Maximum CHF 10'000 at any time.

In case of card theft, we are available 24 hours a day, 7 days a week on +41 58 880 98 14 to inform you about the options to get a new card.