

# Terms and Conditions for the Cashback Program of Swisscard AECS GmbH

## 1. Purpose

- 1.1 The Cashback Program for the specific designated cards of Swisscard AECS GmbH ("Issuer") provides for the reimbursement of a percentage of the payments made using the card ("Card Transactions") to the Cardholder in accordance with these "Terms and Conditions for the Cashback Program" ("Terms and Conditions").
- 1.2 The Terms and Conditions shall apply in addition to the other provisions applicable to the contractual relationship between the Issuer and the Cardholder, including in particular the "Terms and Conditions for Charge Cards and Credit Cards of Swisscard AECS GmbH" ("GTC"). In the event of any discrepancies between the GTC and the Terms and Conditions, the present Terms and Conditions shall take precedence.

## 2. Participation

- 2.1 Any holder of a card of the Issuer designated for the Cashback Program shall be entitled to participate ("Participating Cardholder"). The Issuer may expand or limit the scope of Participating Cardholders and participating cards at any time.
- 2.2 It is not necessary to register separately for the Cashback Program.
- 2.3 The Issuer reserves the right to refuse or end participation in the Cashback Program without stating reasons.

## 3. Cashback

- 3.1 The Cashback Program entitles the Participating Cardholder to a percentage reimbursement within the corresponding billing period ("Cashback") on Card Transactions (except for fees, interest, back-charges, outstanding payments, cash withdrawals, bank transfers, credits and spending on the lottery, betting or casinos) on the principal card and on any additional cards. Cashback shall be calculated for foreign currency or transactions abroad on the basis of the amount charged in CHF to the card account.
- 3.2 The Participating Cardholder shall be notified in an appropriate manner (e.g. through the Issuer's website) of any information concerning the Cashback rate and the further terms of the Cashback Program (including any maximum upper limit to Cashback or to eligible card turnover). Such terms and conditions may be altered by the Issuer at any time.
- 3.3 The Cashback amount shall be reported in the monthly statement of the Participating Cardholder and credited to his/her card account. The Cashback amount shall be rounded to the nearest CHF 0.05 for the relevant billing period. Any residual amount remaining after rounding shall be carried forward to the next billing period. The outstanding balance due for the current billing period, on which interest is calculated, shall not take the Cashback amount into account. The relevant balance used for the calculation of monthly premiums for any Balance Protection Insurance shall not take the Cashback amount into account.

- 3.4 Cashback shall only be credited on a provisional basis pending the payment in full of all underlying Card Transactions. In the event of a chargeback for any transaction, any Cashback already credited shall be debited and charged to the card account.
- 3.5 The Cashback amount cannot be paid out in cash. The Issuer reserves the right to discontinue the crediting of Cashback amounts following receipt of notice of termination or should it otherwise become aware of the termination of the card relationship.

## 4. Applicable law and place of jurisdiction

The applicable law and place of jurisdiction shall be determined according to the provisions of the GTC.

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