

Terms of service and legal information applicable to www.flexcard.ch

1. Agreement

Please read the following terms of service and legal information carefully (hereinafter referred to collectively as the "terms of service"). By accessing the Flex website (hereinafter referred to as the "website") of Viseca Card Services SA (hereinafter referred to as "Viseca"), you indicate that you have understood the following terms of service and agree to them. Any special conditions agreed for specific services or products of Viseca apply in conjunction with these terms of service; in case of inconsistencies, such specially agreed conditions shall take precedence, however.

These terms of service can be amended/updated at any time without prior notice. All amendments and updates are published here.

2. Intended website users

The website is intended for use by the general public and holders of credit cards, debit cards and prepaid cards issued by Viseca (hereinafter referred to as "cardholders").

3. Ownership of the website, trademarks and copyrights

The entire content of the website, including copyrights, trademarks and other rights, belongs fully and exclusively to Viseca, unless noted otherwise. Likewise, MasterCard and the names and logos of our service and sales partners are registered, protected trademarks belonging to these respective third parties.

No element of the website is conceived such that a licence or right of use to any image, registered trademark or logo can be understood to have been granted. Storing and printing out of single web pages and/or partial sections of the website is permitted insofar as neither the copyright notices nor other legally protected designations are removed. Downloading or copying the website or parts thereof does not in any way confer rights of any kind to software or any elements of the website. Reproducing (either in part or in whole), transmitting (electronically or through other means), altering, linking or utilising the website for public or commercial purposes is prohibited without the prior written consent of Viseca. All rights of ownership are retained by Viseca. Viseca reserves all rights pertaining to all elements of the website.

4. Not an offer

The information published on the website does not represent an offer or a recommendation to undertake transactions, purchase or sell any (financial) product or engage in other legal business. The material published on the website is provided solely for information purposes. The products and services described on the website may under certain circumstances not be able to be purchased by persons domiciled in certain countries.

5. No warranty or guarantee

Although Viseca takes every care to ensure that the information published on the website is correct at the time of publication, neither Viseca nor its contractual partners can warrant or guarantee the accuracy, reliability, up-to-dateness or completeness of the information.

Viseca does not guarantee that the features of the website function without interruption or that the server in question is free from viruses and other malware, and assumes no responsibility for such.

6. Data protection/data security

Data protection is a top priority of Viseca. Personal data is treated with absolute confidentiality. In this regard, Viseca refers expressly to <https://www.viseca.ch/en/data-protection> and the conditions governing the use of payment cards issued by Viseca Card Services SA (General Terms and Conditions).

Please note that data transmitted through a public network, such as the Internet or e-mail services, can be easily accessed by third parties. Viseca cannot guarantee the confidentiality of messages or documents transmitted via such public networks. If you share personal data through a public network, you should be aware that third parties may be able to access this information and thus may

collect and utilise it without your knowledge or consent. Under certain circumstances, third parties may therefore be able to deduce details about your present or future contractual card relationship with Viseca. Even when the sender and recipient are both located in the same country, data transmitted via such networks is frequently routed through other countries which may not provide the same level of data protection as the country in which you live.

To best ensure the protection of data in the Internet, all personal/confidential data is transmitted between your browser and the web server of Viseca exclusively in encrypted form (TLS currently with 2048 bit encryption – the WWW security standard for browsers common worldwide).

Furthermore, we explicitly warn you of the risk of viruses and potential, targeted hacker attacks. In the interest of virus prevention, we recommend using only current browser versions, regularly installing updated virus software and not opening e-mails from senders you do not know or e-mail attachments you did not expect.

7. Recording of usage patterns by Viseca on the website and in e-mails

When you visit the website, Viseca automatically records IP addresses and usage information. This information serves to track visitors' usage patterns and time spent on the website. E-mails sent by Viseca (e.g. newsletters, e-mail campaigns) log information about the e-mail's receipt and user's pattern of e-mail usage (e.g. opening of e-mail, clicking on links). This information serves the purpose of monitoring and improving e-mail communication.

Cookies technology may be applied on the Viseca website for the purpose of estimating the aggregated number of visitors to the website and the aggregated quantity of data exchanged, identifying the web pages that attract the interest of visitors and generally improving the website and generating customer profiles. A cookie is an information file, which, when stored on your hard disk, enables the website to recognise your computer the next time you visit the website. Please note that your browser will inform you when a cookie is received, if your settings are defined accordingly. In your browser settings you can also deactivate the use of cookies. Deactivating cookies may make it impossible to use certain services.

8. Google tools and services

The Viseca website uses Google Analytics, Google AdWords, Google Remarketing and Google Tag Manager ("Google tools"). They track the usage patterns and preferences of website visitors and make it possible to customise advertising. These Google tools rely on "cookie technology" that records usage patterns on the website and submits them to Google for analysis. For this purpose, Google shortens the IP address by the last four characters, by request of Viseca.

You can prevent cookies being stored for Google tools on the website by defining your browser software settings accordingly or by clicking on the following link <https://www.google.com/settings/ads/plugin>. This sets an "opt-out cookie", which prevents your data from being recorded when you visit the website. Alternatively, you can deactivate Google tools by installing an add-on which you can download via the following link <https://tools.google.com/dlpage/gaoptout?hl=en>.

To learn more about the mode of function and utilisation of the respective Google tools on the website, please refer to the following information:

The website uses Google Analytics, Google AdWords, Google Remarketing and Google Tag Manager. These are web analysis services of Google Inc. (hereinafter "Google").

Google Analytics uses "cookies", which are small text files that are stored on your computer and enable your usage of the website to be analysed. With the help of these cookies, the user's usage patterns and preferences on the website are tracked and analysed. Whenever a link is clicked or a page is opened, the action is recorded.

With Google AdWords conversion tracking, a cookie is activated when you click on an AdWords ad, which allows the ad's effectiveness to be monitored. With Google Remarketing, cookies record the surfing behaviour of website visitors for marketing purposes, so that Viseca advertising offers which could potentially appear on other websites (e.g. the Google search page) can be tailored to the person's particular interests. Ads are activated based on the pattern of prior visits to the website as indicated by the stored cookies.

Google Tag Manager is a Google product that allows us to manage the website tags across a given user interface. The Tag Manager is a domain without cookies and does not track any personal data. This tool triggers other tags that in turn track data in certain circumstances (e.g. Google Analytics, Google Adwords). Even if deactivation occurs at domain or cookie level, the tracking tags implemented with Google Tag Manager remain active.

The information generated by cookies and Google tools about your use of the website is transmitted to a Google server in the USA and is stored there and analysed. Google makes the analyses available to Viseca. Google may also transmit this information to third parties, if legally required to do so or for the purpose processing on behalf of Google. Google Analytics also transmits the IP address. However, as mandated by Viseca, Google removes the last four digits of the IP address, so that it is impossible to attribute it to the user. The code "gat._anonymizeIp();" is employed with Google Analytics on the website to ensure that the recording of the IP address remains anonymous.

Further information about Google products and data protection is available at <http://www.google.ch/intl/de/policies/privacy/>

9. Links to other websites

The Viseca website provides links to other websites.

By activating such a link, you may be directed away from the Viseca website to the website of another company in the Aduno group or of a third party. Viseca does not control the websites accessed by links on the Viseca website in any way and is not responsible for the content of these third-party websites or other websites that may be linked in some way to the Viseca website. Establishing a connection to or consulting such third-party website is done solely at your own risk.

Setting a link to another website requires the written consent of Viseca.

10. Liability exclusion

All liability of Viseca (even in the case of negligence) for (direct or indirect, immediate or consequential) damages or losses of any kind associated with accessing the elements of the website or the use of such or associated with the inability to access or use the elements of the website or arising from contact via the Internet or e-mail with Viseca or from the connection to other websites/ third-party websites or from the accessing of links to third-party websites is excluded. Furthermore, Viseca accepts no liability whatsoever for manipulations made to the computer system of the Internet user by unauthorised parties.

For cardholders, the card issuer assumes charges to the cardholder's card attributable to verifiably illegal access by third parties in the installations of network and/or telecom operators or in the infrastructure used by the cardholder insofar as it is promptly notified of the fraudulent card use and the cardholder has exercised due care in accordance with these terms of service and with the other terms and conditions of the card issuer and the cardholder is otherwise not at fault in any way.

11. Local legal restrictions

The website is not intended for distribution to or use by persons subject to jurisdictions in which access to the website or in which the distribution, publication, provision or use of the information contained on the website is prohibited (due to the nationality or the domicile of the person in question or for other reasons) or restricted in some way. Persons subject to such restrictions are not permitted to access the Viseca website/are requested to refrain from accessing the website.

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