

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. Amendments and updates to the terms of service shall only apply to access to the website once the amendment or update in question has come into force.

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”). The meaning of the term “general public” is limited to website users in Switzerland.

3. Ownership of the website, trademarks and copyrights

All rights to the content of the website, including copyrights, trademarks and other rights, belong fully and exclusively to Viseca, unless noted otherwise. Likewise, Mastercard and the names and logos of our service and sales partners are registered and protected trademarks of 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 are intended exclusively for persons in Switzerland.

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/dataprotection> 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 server of Viseca exclusively in encrypted form (TLS currently with 2048 bit encryption – a 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 the 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.

Cookie technology may be applied on the Viseca website for the purpose of estimating the number of visitors to the website and the quantity of data exchanged, identifying the web pages that attract the interest of visitors and generally improving the website and generating anonymous visitor 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 of Google LLC or Google Ireland Inc. (hereinafter referred to as "Google" or "Google tools", as applicable). They track the usage patterns and preferences of website visitors and make it possible to customise advertising. They 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, before it is transmitted to Google in the USA. Google is subject to both the EU-US and the Swiss-US Privacy Shield, whereby Google commits to ensuring adequate privacy.

Google Analytics is applied to analyse website use and to optimise the website.

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.

The information collected by the Google tools about the 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 of processing on behalf of Google.

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

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

Please note, however, that deactivating cookies may make it impossible for you to fully use all of the functions of this website.

9. Facebook pixel

We use the Facebook pixel of Facebook Inc. ("Facebook") on our website www.flexcard.ch. We use the Facebook pixel for our legitimate interest of being able to specify visitors to our website as a target group for advertising on Facebook. This enables us to limit advertising on Facebook to persons who are interested in offers, including our website, or who use an offer on our website. As a result, we can measure the success of our offers and campaigns and furthermore determine how many visitors to our website have reached our website through one of our ads on Facebook, and thereby track effectiveness of the Facebook ads for statistical and market research purposes. The data collected in this way are anonymous for us, meaning that we do not see any personal data of individual users. Facebook can, however, link these data with your Facebook account and also use them for its own advertising purposes in accordance with the Facebook Data Policy. This may also include the use of cookies. Other Facebook services such as "custom audiences" for remarketing campaigns and "conversion tracking" are not used on our website.

Facebook is subject to both the EU-US and the Swiss-US Privacy Shield, whereby Facebook commits to ensuring adequate data privacy. Facebook has, in particular, published the following information concerning the type, scope and purpose of data processing in connection with the Facebook pixel: data policy (<https://www.facebook.com/policy.php>); information on how the Facebook pixel works (<https://www.facebook.com/business/help/651294705016616>); entry in the Privacy Shield list (<https://www.privacyshield.gov/participant?id=a2zt0000000GnywAAC>).

10. Links to other websites

The Visa website provides links to other websites.

By activating such a link, you may be directed away from the Visa website to the website of another company in the Aduno group or of a third party. Visa does not control the websites accessed by links on the Visa 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 Visa website. Establishing a connection to or consulting such third-party websites is done solely at your own risk.

11. Liability exclusion

All liability of Visa, including in the case of negligence, is excluded 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 Visa or from the connection to other websites/third-party websites or from the accessing of links to third-party websites, with the exception of damages caused by wilful intent or gross negligence. Furthermore, Visa 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.

12. Local legal restrictions

The website is intended only for persons in Switzerland and is specifically not 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 Visa website.

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