

Provisions governing the use of the Cumulus credit card

These provisions (hereinafter the «Terms of Use») apply to the use of the Cumulus credit cards (hereinafter the «card(s)») issued by Migros Bank AG. They govern the credit card relationship between Migros Bank AG and the primary cardholder (hereinafter «Contractual relationship»). The card(s) shall be applied for as primary card by the primary cardholder as the applicant. Additional cards can be applied for by the primary cardholder together with a third party as the applicant for an additional card. The cards shall be issued as primary card(s) in the name of the primary cardholder or as additional card(s) in the name of a person of legal age who lives in the same household as the primary cardholder. The primary cardholder as the applicant for a primary card and/or additional card is hereinafter referred to as the «primary cardholder». A third party applying for an additional card is hereinafter referred to as the «additional cardholder». These persons are hereinafter referred to collectively as «cardholder(s)». The issuing of an additional card to a third party does not represent any contractual relationship between the additional cardholder and Migros Bank AG.

Migros Bank AG works together with the card processor Visa Payment Services AG, with its registered office in Zurich, Switzerland (hereinafter the «card processor»), for the purpose of performing the tasks arising from the credit card business (incl. initiation and processing of the Contractual relationship). Migros Bank AG outsources the performance of different tasks from the credit card business to the card processor. In doing so, the card processor operates as a processor under data protection law. In the following, the Terms of Use shall refer to Migros Bank AG, even if the card processor performs certain tasks for Migros Bank AG. Specific references to the card processor serve to provide clarity and are not exhaustive.

In addition, the **Cumulus credit card service and price overview** shall apply (or any follow-up document) and the **Information on data protection for the Migros Bank Cumulus credit card** must be observed. The latest versions are available on cumulus.migrosbank.ch/documents. In the event of contradictions between different documents, the Terms of Use shall prevail unless stated otherwise.

1. Establishing/ending the contractual relationship

1.1 Acknowledging and changing the Terms of Use

By completing the digital application process (esp. app/web), signing the card application form or at the latest, by using the card, the cardholder confirms that he/she has acknowledged and accepted the Terms of Use and the **Information on data protection for the Migros Bank Cumulus credit card** and their content, and has accepted without reservation the fees and prices applicable at the time the card is used, in particular under the **Cumulus credit card service and price overview**. The latest versions are available on cumulus.migrosbank.ch/documents.

The additional cardholder authorises the primary cardholder to make and receive all declarations, information and actions concerning the additional card also with effect for the additional cardholder.

Migros Bank AG has the right to change or adjust the Terms of Use, the fees and prices, and the other terms, at any time. Changes will be communicated by way of displaying a notice in the branches, by post, electronically (e.g. by e-mail or via the one app etc.) or by any other appropriate means. They shall be deemed approved if a card is used after the changes come into force. In case of an objection, the primary cardholder may terminate the Contractual relationship with immediate effect. The additional cardholder may only terminate the additional card made out in his/her name (see section 1.4 Ending the Contractual relationship, card blocking hereafter).

1.2 Credit card account, card issuance, PIN code, PIN code change, property

Migros Bank AG opens a credit card account in the name of the primary cardholder, on which transactions with the card shall be booked (hereinafter «card account»). The card account and the card are denominated in CHF.

After the card application has been accepted by Migros Bank AG, the cardholder receives a personal, non-transferable card and a personal identification number (hereinafter the «PIN code») to use the card. The card is issued physically and/or virtually. Migros Bank AG provides the cardholder with the PIN code and, if required, additional personal means of access, such as the one app etc. (hereinafter together «means of identification»). These may only be used for their intended purpose. Migros Bank AG may exchange or adjust the means of identification at any time. The PIN code can be changed at the designated ATMs in Switzerland. Every card remains the property of Migros Bank AG.

1.3 Card expiry and replacement

The card expires on the date stated on the card and may no longer be used after the period of validity ends or after receipt of a replacement or renewal card (cf. also section 4.6). Physical cards must be rendered unusable immediately; virtual cards automatically become unusable. Unless otherwise notified, a new physical card will be sent automatically to the cardholder before the card term expires. If the cardholder does not receive his/her new card at least ten days before the current card expires, he/she should notify Migros Bank AG immediately.

1.4 Ending the Contractual relationship, card blocking

The primary cardholder has the right to end the Contractual relationship at any time with immediate effect and without stating a reason. If the primary card is terminated, any additional cards are also automatically considered terminated. Additional cards may be terminated separately either by the primary cardholder or the additional cardholder at any time without stating a reason (without terminating the primary card). The primary cardholder may block the primary as well as the additional card(s), whereas the additional cardholder may only block the additional card assigned to him/her.

For its part, Migros Bank AG reserves the right to end the Contractual relationship (or individual contractual services included therein) at any time with immediate effect and without stating a reason, or not renew nor replace cards, or block and/or recall cards and restrict services.

The death or incapacity to act of a cardholder does not automatically lead to blocking or expiry of the card. However, Migros Bank AG has the right to block the card(s) of its own accord in these cases.

Migros Bank AG must be informed of a termination or blocking order by the cardholder. The cardholder can do this, in particular, via the one app or any successor to this app, or by calling the following number: +41 800 800 480 (also outside business hours). The costs associated with the blocking can be charged to the card account. On termination of the Contractual relationship, recall or return of the card(s), any invoiced invoice amounts become due for immediate payment. Invoice amounts not yet invoiced become immediately due for payment upon receipt of the invoice.

The cardholder is obliged to cease using recalled cards immediately and terminated cards on termination of the contract (cf. also section 4.6 below). Physical cards must be rendered unusable; virtual cards automatically become unusable. Despite termination or blocking, Migros Bank AG remains entitled to debit the card account with all amounts that after termination or blocking are deemed authorised by the cardholder (including fees from recurring services such as newspaper subscriptions, memberships and online services).

1.5 Communication, address and changes to customer-specific information

Communications from Migros Bank AG are deemed to have been delivered to the primary cardholder and also to the additional cardholder if they were sent to the primary cardholder at the most recent postal address he/she provided. Migros Bank AG is also authorised to communicate by phone and other electronic channels (such as video and audio channels, e-mail, one app, etc.) to the addressees used or given, or known to it, and to provide legally relevant information via these channels. It shall exercise due diligence in line with customary business practices in its communications.

The date of dispatch shall be deemed the date recorded in the copies or mailing lists available to Migros Bank AG. Electronic messages are deemed to have been delivered as soon as they can be retrieved by the primary cardholder for the first time. He/she shall bear the transmission risks associated with the communication (e.g. loss or delay of a postal item, inspection of e-mails by third parties, etc.).

Migros Bank AG must be notified immediately in writing of any changes to client-specific information (in particular name, residence or domicile address, contact or delivery details, nationality, tax status, income and financial circumstances, beneficial ownership, incapacity to act of representatives or other third parties affected by the business relationship, etc.) as well as information about the additional cardholder (e.g. name, residence or domicile address), whereby Migros Bank AG may assume that the data provided are correct. If the cardholder fails to communicate a new address, Migros Bank AG reserves the right to charge the primary cardholder for the costs incurred for making searches for an address.

2. Card use

2.1 Authorisation options, approval of transactions, possibilities for use and limits

The card entitles the cardholder to pay for goods and services at the relevant merchants within the scope of the global or card limits set by Migros Bank AG as follows:

- using the PIN code.
- using the card without providing a signature or entering the PIN code or other means of identification at automated payment points (e.g. contactless payment, multi-storey car parks, ticket machines or motorway pay tolls).
- with personal authorisation other than signature or PIN code or other means of identification (e.g. 3D Secure code, biometric authorisation, etc.). See the additional provisions for the use of online services in section 7.
- stating only the name, card number, expiry date, and – if requested – the card verification value (CVV, CVC) on the back of the card.

The cardholder thus waives a strong authorisation option when making purchases by phone, online or via another correspondence channel.

- with his/her signature; when paying for goods, services and the withdrawal of cash, the cardholder is given a manually or electronically generated receipt, which he/she must check and approve with his/her signature. The merchant may request the presentation of an official identity document. The cardholder is responsible for keeping the receipt.

The primary cardholder acknowledges all payments authorised in accordance with this section 2.1 (including those made with the additional card) and the resulting claims of the merchants. With the authorisation, Migros Bank AG is expressly and irrevocably instructed to reimburse the amounts to the relevant merchant.

Migros Bank AG sets the global limit, which Migros Bank AG may reduce or change at any time. The global limit applies for the primary and additional card(s) associated with the customer relationship. Within the scope of the global limit, individual card limits can also be set for the primary or additional card(s) (global limits and individual card limits are hereinafter referred to collectively as «limits»). A card may only be used with sufficient limits. If there are not sufficient limits, Migros Bank AG is entitled to reject transactions without notice or stating a reason. In the event of a rejection, Migros Bank AG is not liable for any damages or costs, such as interest on arrears or reminder fees, incurred as a result or in this context.

2.2 Cash withdrawals

The cardholder can use his/her card together with the PIN code to withdraw cash for a fee at authorised points and from ATMs that are labelled accordingly in Switzerland and abroad. The limits and fees for cash withdrawals are governed by the applicable **Cumulus credit card service and price overview** (available at cumulus.migrosbank.ch/documents). Cash withdrawals and the fees due are charged to the card account and shown on the monthly invoice.

2.3 Restrictions or expansion of the possible uses

Migros Bank AG is entitled to expand, restrict or cancel the possible uses of the card (contact-based and contactless payment, mobile payment, online payments, cash withdrawals in Switzerland and abroad etc.), PIN code or limits, at any time. The current applicable limits may be viewed in the one app or obtained from customer service: +41 800 800 480.

2.4 Prohibited use of the card

The card may not be used for dishonest or illegal purposes.

3. Cardholder's due diligence obligations

The cardholder has the following due diligence obligations, among other things:

3.1 Safekeeping

The physical card must be kept safe at all times in the same way as cash and separately from the means of identification. Except for its intended use as a means of payment, the card may, in particular, not be handed over to third parties nor made accessible in any other way.

3.2 Loss, theft or card misuse

The cardholder must always know where his/her card is and regularly check that it is still in his/her possession. If the card is lost, stolen or there is evidence of misuse or that an unauthorised person is in possession of the card, the cardholder must immediately report this (currently under the number +41 800 800 480) and block the card. The current contact options and phone numbers can be viewed on cumulus.migrosbank.ch at any time.

3.3 Keeping the PIN code secret, 3D Secure password with security message or other means of identification

The cardholder is obliged to keep the means of identification secret, not to pass them on to third parties or make them accessible in any other way and not to record them, even in encrypted form. The personally changed PIN code, the 3D Secure password or other means of identification defined by the cardholder must not consist of easily determined combinations such as telephone numbers, dates of birth, car registration plates, names of the cardholder or his/her family members, etc. The cardholder is obliged to keep these means of identification secret. The cardholder acknowledges that Migros Bank AG and/or card processor will never ask for the PIN code and/or passwords of other means of identification. The PIN code input must always be concealed. If these provisions are not complied with, MIGROS BANK AG declines all responsibility for any adverse consequences arising therefrom.

3.4 Review and approval of the monthly invoice; reporting of misuse

The primary cardholder receives a monthly invoice as a paper copy or in paper-free, electronic form. The monthly invoice must be checked immediately, in particular with regard to the purchase and transaction receipts kept. **Complaints about the monthly invoice, in particular with regard to transactions arising from the misuse of the card, must be reported immediately after receipt of the monthly invoice via the form provided on cumulus.migrosbank.ch/complaints or alternatively by phone to Migros Bank AG (customer service: +41 800 800 480) or directly to the card processor. A written complaint must also be submitted to Migros Bank AG and/or card processor within 30 days of the date of the monthly invoice at the latest, together with all documents directly related to the disputed transaction. The monthly invoice shall otherwise be deemed as approved with respect to the items contained therein (transactions, fees, interests, etc.).**

The aforementioned deadline must also be observed if the monthly invoice is sent to third parties on the instructions of the primary cardholder. If the cardholder is sent a claim form, he/she must complete and sign it and return it to the return address noted on it within 10 days of its receipt. In the event of a claim, the cardholder is required to report it to the competent police authority and to request a copy of the complaint. In doing so, the cardholder must follow the instructions of Migros Bank AG and the card processor. The cardholder is liable to Migros Bank AG and/or card processor for all costs and expenses incurred as a result of complaints about transactions made by the cardholder against his/her better knowledge or with fraudulent intent.

A rejected, revoked or otherwise unsuccessful direct debit (LSV) does not release the cardholder from the obligation to check and file any objections to the monthly invoice. The cardholder shall notify Migros Bank AG immediately if he/she has made transactions and yet has not received a monthly invoice for more than two months.

3.5 Subscriptions and internet

Recurring services that are paid for using the card (e.g. newspaper subscriptions, memberships, online services, streaming subscriptions) must be terminated directly with the merchant if they are no longer desired. If a card is terminated, the cardholder himself/herself is obliged to change the payment method with the merchant or to terminate the card for all services that result in recurring fees.

3.6 Online payment transactions

If the merchant offers a secure payment method (3D Secure), the cardholder must initiate his/her payment via this secure payment method and thus observe the provisions of section 7 («Additional provisions for the use of online services»).

3.7 Further obligations

The cardholder is responsible for compliance with the provisions applicable to the contractual relationship and shall document this to Migros Bank AG upon request. This not only applies in particular to tax regulations, but also to other legal and regulatory requirements.

4. Responsibility and liability

4.1 Exemption for compliance with the Terms of Use

If the cardholder has complied with these Terms of Use in all respects and is no way at fault, Migros Bank AG shall assume any damages incurred by the primary cardholder as a result of misuse of the card by third parties (no deductible for the primary cardholder). «Third parties» do not include the cardholder, the cardholder's spouse, immediate family members (especially children and parents) or other persons close to the cardholder, authorised representatives, additional cardholders and/or persons living in the same household. This also includes losses due to counterfeits or falsifications of the card. Damages for which an insurance company is responsible, as well as any consequential damages of any kind, are not covered. If the primary cardholder is reimbursed by Migros Bank AG, the primary cardholder is obliged to make all necessary declarations and/or take all necessary measures to assign claims arising out of the loss to Migros Bank AG.

4.2 Breach of due diligence obligations

The cardholder who fails to comply with his/her due diligence obligations shall be liable without limitation for all losses arising from the misuse of the card until it is effectively blocked.

4.3 For transactions concluded with the card

Migros Bank AG renounces all responsibility for transactions concluded using the card; in particular, any complaints regarding goods or services purchased, and other disagreements and claims arising from these legal transactions, must be settled directly with the relevant merchant. The monthly invoice must nonetheless be settled in due time.

4.4 Non-acceptance of the card

Migros Bank AG assumes no responsibility and the cardholder shall not be entitled to any compensation in the event that a merchant refuses to accept the card for whatever reason, or that a payment cannot be made with the card for technical or other reasons. The same applies to cases in which it proves impossible to use the card at a cash dispenser or if the card is damaged or rendered unusable by the cash dispenser.

4.5 Using the card with a PIN code, 3D Secure password with security message or other means of identification

Every authorised use of the card with the corresponding PIN code, 3D Secure password with security message or further means of identification is deemed to have been made by the cardholder. The cardholder therefore assumes binding liability for purchases, transactions or for other business transacted and for any resulting debits to his/her card. In these cases, the cardholder bears the risks arising from the misuse of the card with the corresponding PIN code, the 3D Secure password with security message or with other means of identification.

In the event of verifiable unlawful interference by third parties with the facilities of network operators and/or telecommunications companies, or with the infrastructure used by the cardholder, Migros Bank AG will assume the transactions for the misuse of the card for which objections are raised in good time, provided the cardholder has complied in full with his/her due diligence obligations pursuant to sections 3 and 9 and is otherwise not at fault.

4.6 After termination of the Contractual relationship, recall or return of the card(s)

The right to use the card, in particular also for telephone, correspondence or online orders, expires in any case upon termination of the Contractual relationship or after recalling or returning the card. Migros Bank AG declines all liability for any damage caused by the cardholder arising from use of the card after the Contractual relationship is terminated or after the card has been recalled or returned. The cardholder is fully liable for any resulting damages. The unlawful use of the card may lead to civil and/or criminal prosecution.

5. Fees (including commission, interest and costs)

5.1 General

Migros Bank AG may offset prices, commission, interest and fees in accordance with the **Cumulus credit card service and price overview** (or any follow-up document; hereinafter «fees») for issuing the card, its use and the related expenses and costs. In addition, third-party costs as well as expenses incurred by the cardholder (e.g. for card blocking or card replacement) may be passed on. Migros Bank AG reserves the right to raise new fees or change current fees at any time. The current version of the **Cumulus credit card service and price overview** is available on cumulus.migrosbank.ch/documents.

The cardholder will be notified of new fees and changes to current fees in writing, by displaying a notice in the branches, electronically (e.g. by e-mail or via the one app etc.) or by other suitable means. These are considered approved by the cardholder if the card is used after notification and subsequent entry into force. With the notification of the new fees or changes to existing fees, cardholders can terminate the card immediately in the event of an objection. Additional cardholders may only terminate cards made out in their name.

5.2 Transactions in a foreign currency

For transactions in a currency other than CHF (foreign currency), the exchange rate may be raised by a corresponding handling fee charged by Migros Bank AG at the time of recording. The processing fees are based on the applicable **Cumulus credit card service and price overview** (available on cumulus.migrosbank.ch/documents). The conversion into the card currency is based on the foreign currency rate for selling the currency on the day of the international processing of the corresponding transaction.

5.3 Transactions made in Swiss francs abroad

Migros Bank AG may charge a handling fee if the card is used for payment in Swiss francs at foreign merchants. The processing fees are based on the applicable **Cumulus credit card service and price overview** (available on cumulus.migrosbank.ch/documents).

A handling fee may also apply if a card is used at a third-party ATM in Switzerland. The processing fees are based on the applicable **Cumulus credit card service and price overview** (available on cumulus.migrosbank.ch/documents).

5.4 Remuneration from third parties / surrender waiver

Migros Bank AG receives the following remuneration from third parties in connection with the issuance of and transactions made with the card:

Migros Bank AG receives a so-called interchange fee from the acquirer (company that concludes contracts with merchants for the acceptance of credit cards as a means of payment) for transactions made with the card. This interchange fee serves to cover Migros Bank AG's ongoing costs, especially the costs for processing the transaction. The interchange fee equates to a fixed amount and/or a percentage of the transaction amount, which depends on various factors: goods or services paid for, type of transaction processing, country in which the card is used, etc. The interchange fees can change at any time. The current interchange fees can be requested from Migros Bank AG at any time. These currently range between 0.00% and 0.55% in Switzerland and between 0.30% and 1.60% abroad.

In order to provide the cards and participate in the payment card system, Migros Bank AG pays a connection fee to international card organisations. This connection fee is not passed on to the primary cardholder. The primary cardholder is aware that Migros Bank AG may receive various sales promotion contributions from international card organisations, which reduce Migros Bank AG's cost base and are not passed on to the primary cardholder. These sales promotion contributions can range between 0.00% and 0.56% of the respective transaction amount.

If the interchange fees and/or the sales promotion contributions (hereinafter collectively «remuneration») are subject to a statutory delivery obligation to the primary cardholder, the primary cardholder agrees that Migros Bank AG accepts the remuneration and that all remuneration remain with Migros Bank AG in full. The primary cardholder waives in favour of Migros Bank AG any right to surrender the remuneration. In this context, the primary cardholder is aware that it cannot be ruled out that remuneration may lead to conflicts of interest in individual cases.

6. Payment terms

6.1 Payment obligation

The primary cardholder undertakes to pay all claims resulting from the card transactions plus the fees pursuant to section 5. He/she shall be held liable without reservation for all obligations arising from the card use (primary and additional card) respectively the Contractual relationship.

6.2 Invoicing

As a rule, the primary cardholder will receive a monthly invoice for the claims pursuant to section 6.1, stating the transaction and processing date, the name of the merchant and the transaction amount in the card currency and/or the transaction/conversion currency and any handling fees. If the card use is low, Migros Bank AG or card processor may specify a longer invoicing interval. The primary cardholder can choose to receive the monthly invoice as a paper copy or electronically. There is a charge for a paper copy of the invoice. The fee is based on the **Cumulus credit card service and price overview** (available on cumulus.migrosbank.ch/documents) and is shown on the credit card statement and charged to the card account. Unlike the invoice in paper form, the electronic invoice is free of charge and can be activated in the one app or on one-digital.service.ch.

6.3 Payment options

Migros Bank AG grants the primary cardholder a loan in the amount of the limits. All transactions authorised pursuant to section 2 above and the prices and loan interest pursuant to this section and 5 above are charged to the card account. A maximum annual interest rate of 12% is due on all transaction amounts from the invoice date until it is paid in full. The current interest rates can be found in the **Cumulus credit card service and price overview** (available on cumulus.migrosbank.ch/documents). The loan interest is waived if the entire invoice amount is paid on time in accordance with the following provisions. If there is no waiver, the loan interest is shown and invoiced in the subsequent card statements.

The primary cardholder can choose from the following payment options:

- Payment of the total invoice amount within the period stated on the monthly invoice. Migros Bank AG waives the interest for all transactions in the invoice month provided the cardholder pays the total invoice amount including any remaining unpaid amount from the last monthly invoice (including interest) in due time and in full;
- Payment in monthly instalments, with the following minimum monthly payments: at least 3% of the invoice amount respectively CHF 50, plus fees, unpaid interest, instalments in arrears and instalments in excess of the credit limit. The payment term is 20 days after the invoice date. The primary cardholder may only avail of this instalment option after both parties have signed a separate agreement for the instalment option;
- LSV: Direct debit from the bank or postal account specified in a subsequent order. Migros Bank AG waives the interest for all transactions that took place in the invoice month provided that the cardholder pays the total invoice amount, including any remaining unpaid amount from the last monthly invoice (including interest), in due time and in full.

6.4 Non-compliance with the payment obligation

If no payment or an incomplete payment is made by the deadline specified in section 6.3 or on the monthly invoice, the total outstanding invoice amount (including interest) will become due immediately and the cardholder shall be in default without further reminder. In this case, Migros Bank AG and/or card processor are entitled to demand immediate payment of the total amount (from the primary and additional card) and to block and recall the card(s).

6.5 Solvency

The cardholder is obliged to only use his/her card within his/her financial capacity.

6.6 Exceeding the limits

The remaining unpaid portion of a monthly invoice, together with the amount of subsequent debits made with the card, may not exceed the agreed limits.

6.7 Reimbursement of additional costs

The cardholder is obliged to reimburse all additional costs incurred by Migros Bank AG and/or the card processor from collecting due claims arising from this contract.

6.8 Assignment and settlement waiver

Migros Bank AG may at any time transfer or offer to transfer this Contractual relationship or individual claims or obligations arising from it to third parties (e.g. debt collection companies) in Switzerland and abroad, and may disclose the data relating to the Contractual relationship (including disclosure of any banking relationships) to these third parties, where necessary. In this respect, the cardholder releases Migros Bank AG from bank client confidentiality. In this context, see also sections 8 and 10 below.

The primary cardholder waives to set-off any obligation towards Migros Bank AG and/or towards any possible acquirer of the claims and rights of Migros Bank AG, even if the claims of the primary cardholder against Migros Bank AG and/or the possible acquirer are irrecoverable due to insolvency or illiquidity.

7. Additional provisions for the use of online services

Migros Bank AG and the card processor, on behalf of Migros Bank AG provide the cardholder with various online (currently one-digital.service.ch) and mobile app (currently and hereinafter «one app») accessible services (hereinafter «online services»), in particular the display of transactions made and the provision of monthly statements in a paperless, electronic form, as well as registration for the secure payment method 3D Secure for online purchases. To access the online services, the cardholder has to register with the means of identification applicable for the individual online services. In addition to these Terms of Use, the cardholder must also accept further specific provisions made known to him/her when registering for the individual online services.

8. Data processing, data transmission and assigning processors

You will find additional information on processing customer data in the [Information on data protection for the Migros Bank Cumulus credit card](#) (available on [cumulus.migrosbank.ch/documents](#)). The primary cardholder is obliged to inform third parties whose data are processed on his/her instructions (e.g. by specifying them in the card application) about the processing of their data by Migros Bank AG and also ensures the express consent of the data subjects, where necessary (see section 10 below).

8.1 Obtaining/granting information from/to third parties in the course of the application review and contract processing

Migros Bank AG and the card processor on its behalf are authorised to obtain all the information necessary from third parties to verify the details provided by the cardholder, to process the card application and to issue the card and execute the contract, in particular the Central Office for Credit Information (hereinafter «ZEK»), authorities (e.g. debt enforcement agencies and tax authorities, residents' registration offices, adult protection authorities), credit agencies (such as CRIF AG), the employer, other companies of the Federation of Migros Cooperatives or other suitable information offices provided for by law (e.g. Consumer Credit Information Office, IKO). Migros Bank AG is also authorised to notify the ZEK in the event of card blocking, payment arrears or misuse of the card and comparable circumstances by the cardholder, and to report the cases provided for by law to the competent bodies. The ZEK and the IKO are expressly permitted to make such data available to their members. Required information includes, in particular, information such as current address, solvency, entries in the debt collection register and legal aid. **In this respect, the cardholder releases Migros Bank AG and the aforementioned bodies, if applicable, from the obligation to comply with any confidentiality provisions (in particular bank client confidentiality, trade or official secrecy).**

8.2 Worldwide data network

The cardholder accepts that the data will be routed via the global credit card networks to Migros Bank AG respectively the card processor, even for transactions within Switzerland.

8.3 Data processing for risk assessment, information, marketing and market research purposes

Migros Bank AG and the card processor on its behalf may process and evaluate the cardholder's data in connection with the Contractual relationship and the use of the card – including transaction data (including information about cash withdrawals) – for risk management (e.g. calculating credit and market risks relevant to the business), for information and marketing purposes, for market research and other purposes. This also includes profiling, i.e. automated evaluations for analysis and forecasting purposes, and for determining preference data. Migros Bank AG and the card processor on its behalf may also send personalised messages and offers to the cardholder. You can find further information on this in the [Information on data protection for the Migros Bank Cumulus credit card](#) (available on [cumulus.migrosbank.ch/documents](#)) in sections 4 and 8. The cardholder **authorises Migros Bank AG and the card processor** to send him/her messages and offers to his/her postal or e-mail address, or to his/her telephone number (e.g. SMS). **This consent is given voluntarily and is not a prerequisite for the continued existence/continuation of the Contractual relationship.** The cardholder may **revoke** this consent at any time without stating a reason with future effect, by notifying Migros Bank AG in writing, through the Web form (available on [cumulus.migrosbank.ch/privacy](#)). Please also refer to section 9 below with regard to the risks of using electronic communication.

8.4 Outsourcing, data processing on behalf of and data transfer to third parties in connection with the card's primary, ancillary and additional services

Migros Bank AG may transmit data to third parties and processors in accordance with the [Information on the data protection for the Migros Bank Cumulus credit card](#) (available on [cumulus.migrosbank.ch/documents](#)) respectively the provisions in section 8–10 of these Terms of Use.

Migros Bank AG is authorised to outsource business areas and services (e.g. IT, dispatch and printing services, etc.) to trusted third parties in Switzerland and abroad within the scope of the legal framework (Outsourcing). In order to protect the interests of the primary cardholders, Migros Bank AG obliges these third parties to comply with confidentiality provisions to the extent provided for by law.

If the cardholder has opted to participate in the Cumulus bonus programme when applying for the card, Migros Bank AG is entitled to transmit master data, points credits, behavioural and transaction data (including information about cash withdrawals), among other things, to the Federation of Migros Co-operatives (FMC). The FMC processes these data together with additional FMC data under its own responsibility in accordance with the [Migros Privacy Statement](#) (available on [privacy.migros.ch/en](#)). The FMC processes these data, in particular for the purpose of providing a comprehensive and efficient customer service, for assigning cards to existing Migros accounts and for the information about the range of services offered by the FMC and its members. Further details on this data disclosure to the FMC can be found in [Information on data protection for the Migros Bank Cumulus credit card](#) (available on [cumulus.migrosbank.ch/documents](#)).

Migros Bank AG is entitled to engage service providers in Switzerland and in the EU/EAA (in rare cases also worldwide), in particular the card processor to carry out tasks in connection with establishing and processing the Contractual relationship, including premium programmes (e.g. application verification, card production, contract processing, online services, debt collection, communication with customers, calculation of credit risks, in-

surance, improving the risk models used in limit allocation and fraud prevention, data evaluation and sending offers and information pursuant to section 8.3 above). The list of countries abroad can be requested from Migros Bank AG at any time. The cardholder acknowledges that data transmitted abroad may not be protected, or not in the same way as under Swiss law (for further information, please refer to the «[Information on Data protection for the Migros Bank Cumulus credit card](#)», available on [cumulus.migrosbank.ch/documents](#)). **In this context, the cardholder authorises Migros Bank AG to provide these third parties with the data that is necessary to perform the tasks assigned to them with due care and diligence, and to forward this data abroad for this purpose.** The transfer of this data, in particular to the card processor, is necessary for processing the Contractual relationship and the associated purposes. A revocation of the above authorisation and objection to the transmission of the data is only possible by terminating the Contractual relationship.

9. Communication, security, electronic communication channels

The cardholder, Migros Bank AG and the card processor may use electronic means of communication (e.g. e-mail, SMS, internet), where provided for by Migros Bank AG or card processor. If the cardholder contacts Migros Bank AG or the card processor by e-mail or provides Migros Bank AG or the card processor with his/her e-mail address and/or mobile phone number, he/she thereby agrees that Migros Bank AG or the card processor may contact him/her by e-mail and/or SMS. The cardholder acknowledges that due to the open configuration of the internet or any other communication channels (e.g. mobile phone network), third parties may gain unauthorised access to the communication between the cardholder and Migros Bank AG or the card processor, or draw conclusions about the existence of a bank client relationship, despite all security measures taken. Migros Bank AG assumes no responsibility for this.

To reduce this risk to a minimum, the cardholder will use all available means to protect the end devices used by him/her (e.g. computer, mobile phone, etc.), in particular by installing and regularly updating comprehensive anti-virus and internet security programmes, as well as updates to the operating systems and internet browsers used. The cardholder is liable for all consequences resulting from any unauthorised interception of data by third parties. Migros Bank AG reserves the right to conclude a separate agreement for the use of electronic means of communication, in particular for changes to contract-relevant data and services via the internet.

Migros Bank AG is, without prior notification, authorised but not obliged to record and store telephone conversations and any other communication, for evidence and quality assurance purposes, respectively to comply with legal requirements.

10. Release from bank client confidentiality

Migros Bank AG shall take appropriate measures to ensure compliance with bank client confidentiality.

However, it shall disclose customer data (in particular name, postal and e-mail address, date of birth, phone number, information on solvency and data concerning transactions made with the card (including information about cash withdrawals) for various purposes, namely to fulfil contractual obligations and exercise contractual rights (including the rights under these Terms of Use), official orders, and domestic or foreign legal or regulatory reporting and disclosure obligations, and to safeguard legitimate interests.

Disclosure may be made in the following cases, in particular: where the primary cardholder makes public allegations or allegations addressed to public authorities against Migros Bank AG, debt collection, enforcing and securing claims/rights and for the realisation of collateral, to restore contact in the event of a loss in contact or dormancy, to obtain information from third parties which is necessary for the performance of the business relationship, to provide information to third parties for the purpose of identification, if the primary cardholders take legal action against Migros Bank AG or in general in the cases described in section 8 above. This disclosure may include in particular the following: communication with third parties, in particular with the card processor, namely in connection with the processing of the card application, the issuing of the card, the credit check and risk assessment (including but not limited to communication with the ZEK and the IKO, the authorities such as debt enforcement agencies and tax authorities, residents' registration offices, adult protection authorities and credit agencies) and the processing of the Contractual relationship as well as the forwarding of data to third parties in connection with the primary, ancillary and additional services of the card, such as the processing of rewards programmes (in particular, the Cumulus bonus programme) and insurances associated with the card.

This also applies for transactions and services with a domestic or foreign connection such as payments (e.g. cross-border payments, domestic transactions processed through international channels). These may require disclosure, e.g. to domestic or foreign correspondent banks, and their agents or authorities. Reasons for this are, for example, the correct processing of transactions in compliance with domestic or foreign legal provisions, self-regulation, conditions or regulations, market practices etc. affecting Migros Bank AG or third parties, or the practice of authorities as well as self-regulatory bodies. You will find additional information on [migrosbank.ch](#). Furthermore, customer data is disclosed to the FMC, the card processor and to other third parties for information, marketing and market research purposes.

The cardholder acknowledges that master data, points credits, behavioral and transaction data, in particular, will be transmitted to the FMC. These data are transmitted to the FMC, in particular for the purpose of providing a comprehensive and efficient customer service, for assigning cards to existing Migros accounts and for the information about the range of services offered by the FMC and its members.

The cardholder acknowledges that the recipients of the data may not be subject to Swiss bank client confidentiality or Swiss data protection law – in particular if they are domiciled abroad where Swiss bank client confidentiality does not apply. In addition, Migros Bank AG generally has no control over the use of data by these recipients.

The primary cardholder consciously and voluntarily waives the protection of bank client confidentiality (section 8–10) to the extent of the aforementioned disclosure. To this extent, he/she releases Migros Bank AG (and any other third parties involved) from bank client confidentiality and from any further confidentiality provisions, namely trade and official secrecy. This waiver also applies in particular with regard to participation in the Cumulus bonus programme and the associated data transfer to the FMC in the absence of objection (see sections 8.4 and 10).

This release does not expire upon the death, loss of capacity to act or bankruptcy of the primary cardholder. The primary cardholder shall also ensure the consent of any third parties involved in connection with the business relationship and permit disclosure also on behalf of such third parties.

11. Applicable law and place of jurisdiction

All legal relationships with Migros Bank AG are subject to Swiss law. For primary cardholders having their domicile in Switzerland, the statutory provisions govern the place of jurisdiction, place of performance and place of debt collection. Exclusive place of jurisdiction, place of performance and place of debt collection for primary cardholders domiciled abroad is the place of our branch with which the business relationship exists (if only a Cumulus credit card relationship exists, the business relationship exists at the registered office of Migros Bank AG, Zurich).