

# **Reka account Reka customer portal Reka-Card**

**General Terms and Conditions** (GTCs)

# General Terms and Conditions (GTCs) for the Reka account, the Reka customer portal and the Reka-Card

All personal pronouns contained in these GTCs apply equally to people of both genders.

## I Scope and object of the contract

### 1 Scope

These GTCs govern the principles of the relationship between the customer (hereinafter also Account Holder or Cardholder) and the Swiss Travel Fund (Reka) Cooperative (hereinafter Reka) with reference to the Reka account (Section II), the Reka-Card (Section III) and the Reka customer portal (Section IV). At the latest, the customer confirms they have acknowledged, understood and accepted these GTCs when making a payment to a Reka account, when using the Reka customer portal for the first time or when using the Reka-Card. Special Reka conditions (e.g. for the Reka Gift Card) apply to certain services and products. The special conditions take priority over these GTCs which, in such cases, apply in addition.

### 2 Forms and purpose of Reka Money

The customer is able to purchase Reka Money in the three forms, Reka-Pay, Reka-Lunch, Reka-Rail+, at a reduced rate, via the points of sale and distribution channels featuring on reka.ch. In accordance with the rules of Swiss Financial Market Regulation, Reka Money may solely be purchased to pay for goods and services in Switzerland and the Principality of Liechtenstein. Assets in Reka Money therefore do not constitute savings assets. They do not bear interest and may not be converted into Swiss francs. See Items 29 and 30 on how Reka Money is refunded.

### 3 Acceptance of Reka Money

Reka Money is accepted by many companies in Switzerland and the Principality of Liechtenstein as payment for goods and services. The various forms of Reka Money, such as Reka-Pay, Reka-Lunch and Reka-Rail+, have different areas of application:

- Reka-Pay: public transport, petrol filling stations, mountain railways, hotels and restaurants, sports equipment rental, events and entertainment
- Reka-Lunch: catering
- Reka-Rail+: public transport, mountain railways

Acceptance points for each form of Reka Money can be viewed on reka.ch. There is no legal claim to pay with Reka Money at contractual partners' published acceptance points.

## II Reka account

### 4 Account details

To hold a Reka-Card you must have a Reka Money account. In the case of personalised cards, Reka opens an account relationship for the customer (hereinafter referred to as the Account Holder), which Reka will use to manage Reka Money accounts in the various Reka Money forms, on behalf of the Account Holder. The account relationship relates to a natural person and is non-transferable. When they open an account, the Account Holder receives a Reka-Card bearing their name (see Section III Reka-Card). If, on the other hand, the customer acquires a non-personalised Reka-Card, for example in a retail trade context (Coop sales outlets), and tops it up with credit, the corresponding account is not personalised. Non-personalised Reka-Cards have cash value and bear a corresponding risk of loss for the Cardholder. These Reka-Cards have a PIN printed on them and can be used immediately after loading. Reka recommends that you register non-personalised Reka-Cards on reka.ch immediately after purchase or receipt and change the PIN via the customer portal. As soon as the non-personalised Reka-Card is registered, it will work in the same way as a personalised Reka-Card, unless these General Terms and Conditions state otherwise.

### 5 Charging Reka Money credits

In addition to quotas from their issuers (employer, professional association, et cetera), the Account Holder with a personalised Reka-Card has other options for topping up credit on to their active Reka Money accounts. The purchase and loading options are listed on reka.ch. The Holder of a non-personalised Reka-Card can solely top it up with Reka's cooperative partners in the retail trade, for example at Coop sales outlets. Acceptance points are listed on reka.ch. Paid in amounts are processed as top-ups with the current discount. The current discount offered by Reka can be viewed on reka.ch.

### 6 Using Reka Money credits

Reka Money credit can be used with the following payment methods:

- Using the Reka-Card on EFT/POS devices (for non-personalised Reka-Cards this is the only option)
- In webshops specially set up for this purpose
- In the form of Reka Gift Cards (these can be ordered via the Reka customer portal)
- By transfer to an acceptance point via the Reka customer portal (Reka partner payment)

Reka Money spending is limited to the available credit in the Reka Money account. There is no overdraft (credit) facility. Likewise, it is not possible to transfer amounts between different accounts or to switch from one Reka Money form to another Reka Money form (for example from a Reka-Pay account to a Reka-Lunch account). On the other hand, the Account Holder with a personalised Reka-Card can transfer Reka Money to a third party with an existing Reka Money account in the same Reka Money form via the Reka customer portal. This is not possible with a non-personalised Reka-Card.

The Account Holder can order a maximum of 3 Reka Gift Cards worth between CHF 50.00 and CHF 500.00 for each order transaction via the Reka customer portal. Only Gift Cards with the same value amount are allowed per order transaction. The purchase of Reka-Rail+ via the Reka customer portal is impossible.

### 7 Enquiring about Reka Money credits

The Account Holder can view their credit balances and recent transactions in each Reka Money form free of charge on the Reka customer portal at reka.ch and, subject to a fee, check this information by text message or by means of a written account statement (neither option is possible with non-personalised Reka-Cards). Depending on how they are configured, EFT/POS terminals show the available account balance for the Reka Money form used after a payment has been made.

### 8 Default guarantee

To ensure compliance with the requirements of Swiss banking regulations, Reka Money credits in excess of CHF 3,000.00 per account are secured by means of a default guarantee. To this end, the guarantor pledges to repay all holders of an account relationship including Reka Money accounts (the beneficiaries) all losses associated with the account relationship that exceed CHF 3,000.00 up to the maximum guarantee sum stipulated in the default guarantee. The individual conditions of the default guarantee can be found on reka.ch. The holder of an account relationship including Reka Money accounts agrees with the terms of this default guarantee.

### 9 Credit limits and consequences of exceeding them

If the total amount of all credits in the different Reka Money forms per account relationship (Account Holder) exceeds the amount of CHF 3,000.00, Reka is entitled to charge the Account Holder a fee for the excess credit (personalised cards) or to charge a fee to non-personalised cards. Current charges are listed on reka.ch.

If the total amount of Reka Money credit issued in the various forms of Reka Money exceeds CHF 5,000.00 within a calendar month or CHF 25,000.00 within a calendar year, Reka is obliged to validate the account details in accordance with the provisions of the Swiss Anti-Money Laundering Act (identity check, verification of the beneficial owner and carrying out further AMLA due diligence). If the customer cannot be identified in accordance with the AMLA due diligence obligations, e.g. because they have violated their duty to comply, Reka will terminate the account relationship, in compliance with the provisions of the Anti-Money Laundering Act. The resulting costs will be borne by the Account Holder or charged to the card (for the consequences of non-validation: see Item 30). The non-registered card is provided with a top-up limit. The total amount of all top-ups cannot overshoot the top-up limit of CHF 5,000.00 in Reka Money. Use of the Reka-Card, whereby up to CHF 5,000.00 per calendar month and CHF 25,000.00 per calendar year can be issued, is only possible after successful registration on reka.ch/card. Separate GTCs apply for the Reka Gift Card.

### 10 How to handle dormant accounts

If Reka is unable to deliver the personalised Reka-Card or other correspondence to the Account Holder, Reka shall take responsibility for making a second attempt to deliver. If no contact is made with the customer and also no trans-

actions take place via the Reka customer portal, the credit is transferred to a frozen account following a waiting period of 6 months. If the Account Holder does not make any transactions for 10 years and fails to register any claim to the credit, the account will be closed, and the credit balance given to a social project nominated by Reka.

### **11 Duty of care and liability in connection with the Reka account**

Reka takes reasonable steps, with respect particularly to the identity check, to detect and prevent fraud, abuse, et cetera. If Reka breaches due care and diligence, and the Account Holder has observed their contractual obligations to their full extent, Reka will be responsible for any losses that arise. The Account Holder is obliged to carefully store the documents concerning their business relationship with Reka so that unauthorised parties may not access any information contained therein. If the Account Holder sends payment instructions, they must ensure that all precautionary measures are followed, to avoid the risk of fraud and exploitation, et cetera. Codes must be kept secret. The Account Holder shall be solely responsible for any losses that result from these duties of care. If a loss is incurred without Reka or the Account Holder having breached their duties of care, the party to whose sphere of influence the error is attributed shall bear responsibility.

## **III Reka-Card**

### **12 Purpose of the Reka-Card**

The Reka-Card is a means of payment for issuing Reka Money at EFT/POS devices in Switzerland and the Principality of Liechtenstein and – in the case of the personalised Reka-Card – also at webshops in Switzerland and the Principality of Liechtenstein. Depending on the Account Holder's active forms of Reka Money, it is the means of payment for payment or issuing credits in the form of Reka-Pay, Reka-Lunch and/or Reka-Rail+. Reka may extend, restrict or cancel the application options of the Reka-Card at any time. Using the card for illegal purposes is forbidden.

### **13 Main card and additional cards**

The Reka-Card (main card) is made out in the customer's name (Account Holder, Cardholder). The Cardholder is able to apply for additional Reka-Cards (secondary cards; a partner card and a maximum of two junior cards). Unless specific instructions are received from the Account Holder, these are made out to their names and bear the additional endorsement "Partner Card" or "Junior Card". The principal Cardholder also has unrestricted liability to Reka for all obligations that arise from the use of secondary cards. They are obliged to ensure that these GTCs are met by the holders of secondary cards. Expenses made with all cards in the Cardholder's name will be taken into account to calculate compliance with the expenditure limits. The partner card allows unlimited access to services, which are charged to the customer's Reka Money account. It is only possible to use the customer's credit with the junior card subject to a monthly limit. The current limit can be viewed at reka.ch. All additional cardholders authorise the principal Cardholder to issue and accept all statements affecting the secondary cards which also apply for the additional cardholders.

By contrast, non-personalised Reka-Cards are not held in the name of a specific customer.

### **14 Replacement card**

For reasons of functionality and security, the Reka-Card shall expire at the end of the expiration month indicated on the card and must be rendered inoperable immediately after the expiration of the period of validity or upon receipt of a replacement or new card. If the customer purchases a personalised Reka-Card, a new card will be sent to the customer automatically before the expiry of the card period, unless Reka is notified otherwise. The replacement of cards at a date other than the expiration date is subject to a fee (reka.ch/fees). Non-personalised Reka-Cards will not be replaced.

### **15 Personal Identification Number (PIN) for the Reka-Card**

After or before the personalised Reka-Card is delivered, customers will receive a personal identification number (PIN) for their Reka-Card by separate mail. They are obliged to change their PIN in the Reka customer portal. If the customer purchases a non-personalised Reka-Card, the PIN is printed directly on the front of the card. Reka recommends registering non-personalised Reka-Cards on reka.ch immediately after purchase or receipt and changing the PIN.

Individual PINs must be chosen in such a way that conclusions cannot be drawn about the Cardholder or persons closely related to them (for example telephone numbers and dates of birth should be avoided). If the Cardholder forgets their PIN, they can contact Reka for a new PIN (subject to a fee: reka.ch/fees).

The PIN must be kept secret. In particular, it must not be noted or recorded on the Reka-Card or elsewhere, nor stored in any other way, not even in modified form, together with the card, or passed on to third parties. When entering a PIN on EFT/POS terminals, make sure that the PIN cannot be seen by others (keep your input hidden). If the PIN is entered incorrectly three times on terminals, the card will be blocked.

If the Cardholder or Account Holder has reason to believe that unauthorised third parties have gained knowledge of the PIN, they can have the card blocked (see Item 21) or change the PIN at any time in the customer portal.

Reka accepts no responsibility in the event of non-compliance with these duties of care and for any resulting negative consequences.

### **16 Contactless function**

The use of the contactless function by the Cardholder requires an EFT/POS terminal with contactless functionality. The identification-free maximum amount for contactless payment (where no PIN is required) is set by Reka in line with industry standards. It may be viewed on reka.ch/FAQ or can be requested from Reka customer services (T +41 31 329 66 67).

### **17 Selection menu on EFT/POS terminals and contactless function**

If the Cardholder has a Reka Money account balance in more than one form (Reka-Pay, Reka-Rail+, Reka-Lunch), and these Reka Money forms are activated on the contractual partner's EFT/POS terminal, the Cardholder will select the form of Reka Money on the terminal screen (application selection). This function is not available to the user during contactless usage of the Reka-Card. In this case, Reka Money is charged automatically based on the following rules:

- priority 1: Reka-Lunch (if permitted)
- priority 2: Reka-Rail+ (if permitted)
- priority 3: Reka-Pay

### **18 Charging Reka Money accounts using the Reka-Card**

Immediately after the Reka-Card is used (at a terminal or on the Internet), or in the event that the Reka-Card is registered for recurring costs (recurring use, for example subscriptions) after the due date, the appropriate amount will be debited from the Account Holder's credit in the corresponding Reka Money form. The customer's credit is reduced according to the usage of the Reka-Card and is increased when Reka Money is paid into the customer's Reka Money account. The Account Holder recognises all charges of their Reka Money accounts that are made by using the Reka-Card (main and additional cards), provided these charges have been correctly registered with Reka. Registration will be deemed to have taken place correctly if Reka's technical and administrative investigations fail to reveal any details being taken down inaccurately, and there is no proof of a technical system fault.

### **19 Cardholder's duties of care**

The Cardholder has the following duties of care in relation to Reka-Cards (both main and secondary cards):

- The card must be treated with the same care as cash at all times and must not be lent or made accessible to third parties.
- Loss, theft or misuse of a personalised Reka-Card must be reported immediately (see Item 21).
- The PIN must be kept secret. In particular, it may not be noted or recorded on the Reka-Card or elsewhere, nor stored in any other way, even in modified form, together with the card or passed on to third parties (see Item 15).
- Account statements can be viewed and checked and complaints can be lodged about transactions (via the Reka customer portal on reka.ch or by requesting a printed account statement, subject to a fee). Transactions that remain unchallenged after 4 weeks of the date of issue shall be considered accepted by the customer.

### **20 Liability in connection with the Reka-Card**

20.1 In the case of personalised Reka-Cards, Reka shall accept liability for direct damages incurred by Cardholders as a result of the misuse of the Reka-Card

by third parties, provided that the Cardholders (principal Cardholder and secondary cardholders) have fully complied with all parts of the present GTCs and have not been negligent in any way. The Cardholder, their spouse or cohabiting partner, their children and other people living in the same household as the Cardholder are not to be considered as third parties. Reka accepts no liability for any loss covered by an insurance or consequential losses of any kind. Upon receipt of compensation, Cardholders shall assign their claims arising from the incident to Reka. In the case of non-personalised Reka-Cards, Reka accepts no liability for losses by the Cardholder.

20.2 If the Cardholder has failed to meet their obligations in accordance with these GTCs, they will have unrestricted liability for all losses incurred as a result of misuse of the card until the card is blocked.

20.3 Reka shall refuse any responsibility for the customer's transactions with acceptance points that they have paid with Reka Money. These amounts are to be settled directly with the acceptance point by the customer, and Reka is not a contracting partner. In particular, the customer must settle any complaints about goods and services and other disputes arising from these transactions directly with the appropriate acceptance point.

20.4 Any use of the Reka-Card with the correct PIN and in online transactions giving the correct safety features shall be deemed as authorised by the Cardholder. The Cardholder accepts and recognises the resulting charge to their Reka Money accounts.

#### **21 Blocking and replacement cards**

Any Cardholder may have the Reka-Card in their name (personalised Reka-Card) blocked, the principal Cardholder in addition also the secondary cards (partner and junior cards) they have assigned. Blocking requests can be issued at any time on the Reka customer portal using the Account Holder's personal login or by calling +41 31 329 66 00, during the usual Reka office hours, visible on reka.ch. Outside these hours, any request for a block can only be registered electronically in the customer portal.

For security reasons, Reka may block some or all of the cards on the Cardholder's account if they request a card to be blocked. Reka may block the Reka-Card or the access to certain services at any time, without first notifying the customer and giving reasons. If the customer requests a replacement card because a card is lost, stolen or damaged, then a charge will be made (reka.ch/fees; compare also Item 14).

Cards can be unblocked in the customer portal by the customers themselves or by contacting the Reka Money customer service by telephone or email. A series of security questions must be answered in order to unblock the card.

### **IV Reka customer portal**

#### **22 Purpose of the Reka customer portal**

The Reka customer portal is the platform for Reka Money and is automatically available to all account holders (only available with non-personalised Reka-Cards after registration under reka.ch). The customer portal offers account holders the following options:

- View your profile
- Change your customer portal password
- Check your account balance and transactions
- Change the PIN of your Reka-Card (see also Item 15)
- Order secondary Reka-Cards for your partner and children (partner and junior cards)
- Order Reka Gift Cards with your account in the relevant Reka Money form (Reka-Pay and/or Reka-Rail+ according to Item 6)
- Top up Reka Money accounts from an online bank account using payment slips for Reka-Pay, Reka-Rail+, Reka-Lunch currencies
- Payment of Reka Holidays
- Overview of current Reka Holiday bookings
- Payment of services from selected Reka partners
- Transfer to an account belonging to another Account Holder using the same Reka Money form

#### **23 Initial access to the Reka customer portal**

Technical access to the Reka customer portal is via reka.ch. The Account Holder receives personal access data from Reka. When logging in for the first time, they will be asked to choose a new password. Customers with a non-personalised Reka-Card should register their card immediately after topping up for the first time on reka.ch. During the registration process, the PIN printed on the non-personalised card will be replaced with a personal PIN. Registration gives the customer access to all functions and the higher security level of the personalised Reka-Card.

#### **24 Two-stage identification process (SMS-TAN)**

Identification for the login to the Reka customer portal is a two-stage process using a two-level authentication which improves security for account access. In addition to entry of User ID or email and password, the customer must set up a second authentication factor. The authentication possibilities are the Authenticator App or mTAN. For the SMS-TAN process, the Account Holder registers their own mobile phone number. When logging in to the Reka customer portal, they receive a one-time, randomly generated code by SMS on their mobile phone that they have to enter when logging in to the customer portal. The Authenticator App process involves a one-time, randomly generated code displayed in the app.

#### **25 Requesting a new password**

The Account Holder has the option at all times via reka.ch to reset their password by giving their email address or User ID, or their Reka-Card account number. The password can also be reset via Reka customer services (T +41 31 329 66 67).

#### **26 Charging Reka Money accounts via the Reka customer portal**

All transactions carried out as part of the Reka customer portal are legally binding and are charged in the appropriate Reka Money form to the Account Holder's credit balance.

Reka can interrupt, stop or reject account transactions at any time if there is a risk to data security.

#### **27 Duties of care for use of the Reka customer portal**

The Account Holder particularly has the following duties of care in connection with using the Reka customer portal:

- The individual password must be selected in such a way that it is impossible to trace the Account Holder or any persons closely associated with them (for example no telephone numbers and dates of birth). The password must be kept confidential. In particular, it must never be written down, or recorded in any other way, not even in a modified form, stored or disclosed to third parties. Take appropriate care when entering a password to ensure other people do not see it (concealed input). If the Account Holder is no longer able to access their Reka account with their password or has reason to suspect that unauthorised third parties have come into possession of their login details, they should contact Reka customer services immediately (T +41 31 329 66 67) and ask for their password to be reset.
- The Account Holder shall ensure that no unauthorised persons are able to manipulate data on their computer and the associated programs. In particular they must take all necessary precautions to avoid damage to the technical equipment and the requisite computer programs. The Account Holder shall become familiar with the necessary security precautions and minimise any possible security risks that may arise from using the Internet by taking appropriate security measures (in particular antivirus programs and firewalls).
- The Account Holder is obliged to check the account statements in the Reka customer portal straight away and to notify Reka immediately of any irregularities (Reka customer services, T +41 31 329 66 67).

#### **28 Liability for losses from use of the Reka customer portal**

28.1 Reka is liable for direct losses arising from using the Reka customer portal incurred by the Account Holder as a result of misuse by third parties, provided the Account Holder has selected the two-stage identification process (SMS-TAN), has adhered to all parts of these GTCs and is not otherwise at fault. The Account Holder, their spouse or cohabiting partner, children and other people living in the same household are not considered to be third parties. Reka is not liable for losses for which an insurance has to pay and any form of consequential loss. With receipt of compensation, the Account Holder shall assign their

claims from the loss settlement to Reka.

28.2 Reka refuses any responsibility for the customer's transactions with acceptance points that they have paid with Reka Money. These amounts are settled directly with the acceptance point, and Reka is not a contracting party. In particular, the customer has to settle any complaints about goods and services and other disputes arising from these transactions directly with the relevant acceptance point.

28.3 If the Account Holder incurs a loss because of transacting a payment instruction late, incorrectly or not at all, Reka shall only be liable if they have been grossly negligent.

## V General provisions

### 29 Termination by customer

The customer can cancel Reka-Cards, Partner and Junior Reka-Cards, individual accounts (Reka-Pay, Reka-Lunch or Reka-Rail+) or the entire account relationship at any time. If a bank relationship is terminated, all accounts and Reka-Cards are also considered terminated. If a Reka-Card is cancelled, all associated Partner and Junior Reka-Cards are also cancelled. These Partner and Junior Reka-Cards can also be cancelled by the cardholders (partner or junior cardholders) themselves. Cards must be terminated in writing. Cancellation forms can be downloaded from the Help Centre on reka.ch. If supplementary cards are cancelled and Reka Money accounts are closed, customers have no entitlement to a refund of account management fees and/or card charges. The customer is obliged to use up any credit in Reka-Pay, Reka-Lunch and Reka-Rail+ before cancellation. There will be no cash refund. The customer is entitled, for a fee listed under reka.ch/fees, to purchase Gift Cards according to the relevant Gift Card conditions, Art. 6, as well as the special Gift Card conditions (especially with regard to the forms of Reka Money, the amount of credit and the period of validity of Gift Cards). In all three forms, any remaining amount will be put towards a social project chosen by Reka. If the validation of the account details according to Item 9 could not be completed, termination by the customer is not possible and, taking into account the requirements of the Anti-Money Laundering Act, Reka will determine the further course of action.

### 30 Cancellation by Reka

30.1 Reka is entitled, for reasons it feels important and in particular in the cases listed below, to terminate the contract with the customer or parts thereof, that means cancelling an individual Reka Money account or the entire account, blocking Reka-Cards and not renewing or replacing them or blocking the Reka customer portal. Any remaining balance in the account will be supplied by Reka to a specific social project in such cases:

- The accounts have too low an account balance to settle the annual account management and card fees, and no transactions have been made for at least 12 months.
- The Account Holder only registers credits on their Reka-Pay account as part of the bonus programme, and if no transaction has been made on the Reka-Pay account for at least 24 months.
- The Account Holder does not fulfil the obligations incumbent on them under the Anti-Money Laundering Act.

30.2 Reka is entitled, and without giving any reasons, to terminate the contract with the customer or parts thereof, that means cancelling an individual Reka Money account or the entire account, blocking Reka-Cards and not renewing or replacing them or blocking the Reka customer portal. Provided there are no important reasons against it (e.g. regarding the Anti-Money Laundering Act or concerning criminal law), Reka grants the customer a period of 30 days to use up their credit balance. Subsequently, any remaining credit in the customer's account will be given to a social institution, according to the provisions under Item 29.

### 31 Fees

Reka shall charge the Account Holder fees for the following services, unless these are covered by the Account Holder's issuer: for managing the individual Reka accounts within the account relationship, for the Reka-Cards issued, for

additional services used (for example, purchase of Reka Gift Cards using the account, provision of replacement cards in the event of loss, printed account statements) as well as for balancing accounts and the account relationship. With the exception of balancing fees, these fees are payable annually in advance and are primarily debited from the Reka-Pay account. If an Account Holder does not have a Reka-Pay account or if the funds in the account are not sufficient, the amount will be debited from the Account Holder's account with the highest funds (Reka-Rail+ or Reka-Lunch), or the accrued fees will be charged to the account as soon as it disposes of sufficient funds. The Account Holder shall not be entitled to reimbursement of fees if the contractual relationship is terminated.

Reka is entitled to amend these charges at any time. The customer is informed about the change in a suitable manner. A list of the charges can be found at reka.ch/fees or requested from Reka customer services.

### 32 Data protection

Reka is subject to Swiss Data Protection legislation. The customer agrees for Reka to process historical and future data about them (for example name, address, date of birth, gender, email address, telephone number) and data about their activities (for example information about payment and order history or with reference to visits to Reka's website). The data is used for the purpose of supplying and improving the services and offers requested, providing and selling goods, for identity and creditworthiness checks, for risk management, for marketing and internal statistics, as well as for analysis purposes. If payment is made in a webshop using the Reka-Card, the necessary data for the payment transaction is processed and saved by the payment service provider, though not passed on to the webshop. Further information on the handling and processing of personal data can be obtained from Reka's data protection declaration: reka.ch/data-protection.

### 33 Appointing third parties

Reka is entitled to appoint third parties, in full or in part, to handle all services arising from the contractual relationship with the customer. The customer authorises Reka to provide these service providers with the necessary data to undertake the tasks assigned. The service providers are contractually obliged to comply with Swiss data protection legislation.

### 34 Communication

The customer and Reka are able to use electronic means of communication, for example email, SMS, Internet. If the customer emails Reka or gives Reka their email address, they state they agree for Reka to contact them by email. The customer recognises that because of the open configuration of the Internet and other possible communication routes, there is the possibility that third parties may gain unauthorised access to the communication between the customer and Reka.

### 35 Applicable law and place of jurisdiction

These General Terms and Conditions between Reka and the customer are subject to substantive Swiss law.

### 36 Changes to the General Terms and Conditions

Reka may change the GTCs at any time. The changes are notified to the customer in an appropriate way and may be viewed at any time on reka.ch/gtc. The changes are deemed accepted if the customer has not terminated the contract in writing before the change comes into effect.

These GTCs are produced in German, French, Italian and English. In the event of any discrepancies or contradictions, the German version shall prevail.

