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

28.1 Reka is liable for direct losses that arise from using the Reka customer provided the Account Holder has selected the two-stage identification process Reka accounts within the account relationship, for the Reka-Cards issued, for (SMS-TAN), has adhered to all parts of these GTCs and is not otherwise at fault. additional services used (for example purchase of Reka-Checks and Reka-Railto Reka.

acceptance points that they have paid with Reka Money. In particular, the shall not be entitled to any reimbursement of fees if the contractual relationcustomer has to settle any complaints about goods and services and other ship is terminated. 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 re- offers requested, providing and selling goods, for identity and creditworthiness lationship at any time. If a bank relationship is terminated, all accounts and checks, for risk management, for marketing and internal statistics, as well as Reka-Cards are also considered terminated. If a Reka-Card is cancelled, all as- for analysis purposes. If payment is made in a web shop using the Reka-Card, sociated Partner and Junior Reka-Cards are also cancelled. These Partner and the necessary data for the payment transaction is processed and saved at the Junior Reka-Cards can also be cancelled by the Cardholders (Partner or Junior payment service provider, but not passed onto the web shop. cardholders) themselves. Cards must be terminated in writing. Cancellation forms can be downloaded from the Help Centre on reka.ch. If supplementary **33 Appointing third parties** cards are cancelled and Reka Money accounts are closed, customers have no Reka is entitled to appoint third parties, in full or in part, to handle all services entitlement to a refund of account management fees and card charges. Any arising from the contractual relationship with the customer. The customer aucredit in Reka-Pay and Reka-Rail will be refunded to the customer 30 days from thorises Reka to provide these service providers with the necessary data to receipt of the notice of termination as checks in the relevant Reka Money form undertake the tasks assigned. The service providers are contractually obliged minus a commission of 1.5 percent and the annual card charge. Payment will be to comply with Swiss data protection legislation. rounded down to the nearest ten francs. As there is no paper form of payment for Reka-Lunch, there is no cash payment for this Reka Money form. In all three 34 Communication forms, any remaining amount will be put towards a social project chosen by Reka

### **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, may gain unauthorised access to the communication between the customer that means cancelling an individual Reka Money account or the entire account, and Reka. 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.

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. In this case, a customer's credit will be paid out to them in accordance with the provisions under item 29 or rather given for social use.

### 31 Fees

Reka shall charge the Account Holder fees for the following services, unless portal that occur to the Account Holder as a result of misuse by third parties, these are covered by the Account Holder's issuer: for managing the individual The Account Holder, their spouse or cohabiting partner and children are not Checks from the account, provision of replacement cards in the event of loss, considered to be third parties. Reka is not liable for losses for which an insur- printed account statements) as well as for balancing accounts and the account ance has to pay and any form of consequential loss. With receipt of compen- relationship. With the exception of balancing fees, these fees are payable ansation, the Account Holder shall assign their claims from the loss settlement nually 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 ac-28.2 Reka shall refuse any responsibility for the customer's transactions with count with the highest funds (Reka-Rail or Reka-Lunch). The Account Holder

> 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 the Reka customer service.

### 32 Data protection

Reka declares that it satisfies the requirements of 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 the website of Reka). The data is used for the purpose of supplying and improving the services and

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

### 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.

# **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

aenders.

### I Scope and object of the contract

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 apply to certain services and products. These 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 various forms, such as Reka-Pay, Reka-Lunch, Reka-Rail still at a reduced rate, via numerous points of sale and distribution channels featuring on reka.ch. Reka-Pay and Reka-Rail also exist in physical form, whereas the other types of Reka Money are only available electronically with the Reka-Card. In accordance with the rules of Swiss Financial Market Regulation Reka Money may only be purchased to pay for goods 7 Enquiring about Reka Money credits 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 types 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 Beka-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 Holder. These Reka-Cards have a PIN printed on them and can be used immediately after top-up. Reka recommends that you register non-personalised Reka-Cards on reka.ch immediately after purchase or receipt all top-ups cannot overshoot the top-up limit of CHF 5'000.- in Reka Money. An and change the PIN via the customer portal. If you fail to register the card and change the PIN, Reka cannot guarantee the Reka Money balance in the event that the non-personalised card is lost. As soon as the non-personalised Reka- **10 How to handle dormant accounts** Card is registered, it will work in the same way as a personalised Reka-Card, If Reka is unable to deliver the Reka-Card or Reka-Checks/Reka-Rail-Checks 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 has other options for topping up credit on to their active Reka Money accounts. The purchase options are listed on reka.ch/buy. Holders of non-personalised Reka-Cards can only top them up with Reka's co- credit balance given to a social project nominated by Reka. operative partners in the retail trade, for example at Coop sales outlets. Acceptance points are listed on reka.ch.

All personal pronouns contained in these GTCs apply equally to people of both Credit payments are handled as top-ups with the usual 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 web shops specially set up for this purpose
- In the form of Reka-Checks or Reka-Rail-Checks (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.

Account holders 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 available 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

### 8 Default guarantee

To ensure compliance with the requirements of Swiss banking regulations, Reka Money balances in excess of CHF 3'000.- per account are secured by means of a default guarantee. To this end, Credit Suisse AG, Zurich (the Guarantor), pledges to repay all holders of an account including Reka Money accounts (the Beneficiaries) all associated losses that exceed CHF 3'000.- per account, up to a given maximum amount. The individual conditions of the default guarantee can be found on reka.ch. The holder of an account including Reka Money accounts confirms their acceptance of this default guarantee.

### 9 Credit limits and consequences of exceeding them

The total of all credit balances in the various forms of Reka Money for each account relationship (Account Holder) may not exceed CHF 3'000.-. If this credit limit is exceeded, Reka is entitled to charge the Account Holder an annual 1% 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 accumulated Reka credit in the various forms of Reka Money exceeds CHF 5'000.- within a calendar month or CHF 25'000.- within a calendar year, Reka is obliged to validate the account details in accordance with the provisions of the Swiss Money Laundering Act (identity check, verification of the beneficial owner). If the provisions of the Money Laundering Act are violated or if a corresponding check cannot be carried out due to a lack of information, the Reka-Card will be blocked. 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 overshoot is only possible after successful registration on reka.ch/card.

from their account or written 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 transactions 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

### 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 dilform, together with the card, or passed on to third parties. When entering a PIN igence, it will be responsible for any losses that arise. The Account Holder is on EFT/POS terminals, make sure that the PIN cannot be seen by others (keep obliged to carefully store the documents concerning their business relationship your input hidden). If the PIN is entered incorrectly three times on terminals, it with Reka so that unauthorised parties may not access any information con- will be blocked. tained therein. If the Account Holder sends payment instructions, they must ensure that all precautionary measures are followed, to avoid the risk of fraud If the Cardholder or Account Holder has reason to believe that unauthorised and exploitation, et cetera Codes must be kept secret. The Account Holder shall third parties have gained knowledge of the PIN, they can have blocked the card be solely responsible for any losses that result from these duties of care. If a loss (see item 21) or change the PIN at any time in the customer portal. Reka accepts is incurred without Reka or the Account Holder having breached their duties of no responsibility in the event of non-compliance with these duties of care and care, the party to whose sphere of influence the error is attributed shall bear for any resulting negative consequences. responsibility.

### III Reka-Card

### 12 Purpose of the Reka-Card

The Reka-Card is a means of payment for issuing Reka Money to EFT/POS devices and via web shops in Switzerland and the Principality of Liechtenstein. Dependent upon the Account Holder's active types of Reka Money, it is the means of payment for 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 • priority 1: Reka-Lunch (if permitted) (secondary cards; a partner card and a maximum of two junior cards). Unless • priority 2: Reka-Rail (if permitted) specific instructions are received from the Account Holder, these are made out • priority 3: Reka-Pay to their names and bear the additional endorsement "Partner Card" or "Junior Card". The principal Cardholder also has unrestricted liability to Reka for all ob-

Immediately after the Reka-Card is used (at a terminal or on the Internet), or ligations that arise from the use of secondary cards. They are obliged to ensure in the event that the Reka-Card is deposited for recurring costs (recurring use, that these GTCs are met by the holders of secondary cards. The partner card for example subscriptions) after the due date the appropriate amount will be allows unlimited access to services, which are charged to the customer's Reka debited from the Account Holder's credit in the corresponding Reka Money type. Money account. It is only possible to use the customer's credit with the junior The customer's credit is reduced based on the usage of the Reka-Card and is card subject to a monthly limit. The current limit can be viewed at reka.ch. All increased when Reka Money is paid into the customer's Reka Money account. additional cardholders authorise the principal Cardholder to issue and accept The Account Holder recognises all charges of their Reka Money accounts that all statements affecting the secondary cards which also apply for the additional are made by using the Reka-Card (main and additional cards), provided these cardholders. charges have been correctly registered with Reka. Registration will be deemed to have taken place correctly if Reka's technical and administrative investiga-By contrast, non-personalised Reka-Cards are not held in the name of a specific tions fail to reveal any details being taken down inaccurately, and there is no customer. proof of a technical system fault.

### 14 Replacement card

For reasons of functionality and security, the Reka-Card shall expire at the end The Cardholder has the following duties of care in relation to Reka-Cards (both of the expiration month indicated on the card and must be rendered inoperable main and secondary cards): immediately after the expiration of the period of validity or upon receipt of a • The card must be treated with the same care as cash at all times and must not replacement or new card. If the customer purchases a personalised Reka-Card. be lent or made accessible to third parties. a new card will be sent to the customer automatically before the expiry of the · Loss, theft or misuse of a personalised Reka-Card must be reported immedicard period, unless we are notified otherwise. The replacement of cards at a date ately (see item 21). other than the expiration date is subject to a fee (reka.ch/fees). Non-personal-• The PIN must be kept secret. In particular, it may not be noted or recorded ised 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 or by means of digital transmission media. They can change their PIN free of charge 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 that you register non-personalised Reka-Cards on reka.ch immediately after purchase or receipt and change the PIN.

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 Individual PINs must be chosen in such a way that conclusions cannot be drawn third parties, provided that the Cardholders (principal Cardholders and secondabout the Cardholder or persons closely related to them (for example telephone ary cardholders) have fully complied with all parts of the present GTCs and have numbers and dates of birth should be avoided). If the Cardholder forgets their not been negligent in any way. The Account Holder, their spouse or cohabiting PIN, they can contact Reka for a new PIN (subject to a fee: reka.ch/fees). partner and children are not to be considered to be 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 Holder.

# 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 and may 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 formats 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:

# 18 Charging Reka Money accounts using the Reka-Card

# 19 Cardholder's duties of care

- 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

20.2 If the Cardholder has failed to meet their obligations in accordance with **23 Initial access to the Reka customer portal** these GTCs, they will have unrestricted liability for all losses incurred as a result of misuse of the card until the card is blocked.

customer has to settle any complaints about goods and services and other the non-personalised card will be replaced with a personal PIN. Registration 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 authorised by the Cardholder. The Cardholder accepts and recognises the resulting charge to their Reka Money accounts.

# 21 Blocking and replacement cards

Cardholder may also have blocked the secondary cards they have assigned (partner and junior cards). A blocking request can be issued at any time on the to 5.00 p.m. A request for a block can be left on the answerphone outside these hours. Please provide the first name and the surname, the telephone number, the Reka account number, or the Reka-Card number and the Reka customer portal User ID. At the same time, it should be explained that the Reka-Card must be blocked. In this way a card may only be blocked if all mentioned information has been given in full and is correct. If an instruction to block a card is given over the phone on the answerphone, giving complete and correct details, Reka shall accept liability for all misuse from the time of the request until the Reka-Card is effectively blocked.

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; confer 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 guestions 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 e-banking 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-Checks and/or Reka-Rail-Check from your account in the relevant Reka Money form
- 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

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-person-20.3 Reka shall refuse any responsibility for the customer's transactions with alised Reka-Card should register their card immediately after topping up for acceptance points that they have paid with Reka Money. In particular the the first time on reka.ch. During the registration process, the PIN printed on 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 always single stage and by entering User ID or email and password. When first logging in to the customer portal, the Account Holder has the option of selecting a twostage registration process (SMS-TAN) for future logins. It is also possible to select this identification process at a later date in the Reka profile. The two-Any Cardholder may have the Reka-Card in their name blocked; the principal stage registration process increases the security of the account access. This results in more beneficial liability terms for the Account Holder (see item 28). For the SMS-TAN process the Account Holder stores their personal mo-Reka customer portal using the Account Holder's personal login or by calling bile number. When they log into the Reka customer portal they will receive +41 31 329 66 00, Monday to Friday, from 8.30 a.m. to 12.00 p.m. and 1.30 p.m. a single, randomly generated code that they have to enter when they log in.

# 25 Requesting a new password

The Account Holder has the option at all times to reset their password via reka. ch 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 type 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 service, T +41 31 329 66 67).