

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 portal that occur to 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 and children 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 shall refuse any responsibility for the customer's transactions with acceptance points that they have paid with Reka Money. 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 card charges. Any credit in Reka-Pay and Reka-Rail will be refunded to the customer 30 days from receipt of the notice of termination as checks in the relevant Reka Money form minus a commission of 1.5 percent and the annual card charge. Payment will be 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 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, 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.

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 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-Checks and Reka-Rail-Checks from 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). The Account Holder shall not be entitled to any 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 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 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 web shop using the Reka-Card, the necessary data for the payment transaction is processed and saved at the payment service provider, but not passed onto the web shop.

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.

Reka account Reka customer portal Reka-Card

General Terms and Conditions (GTCs)

Schweizer Reisekasse (Reka) Genossenschaft
Caisse suisse de voyage (Reka) Coopérative
Cassa svizzera di viaggio (Reka) Cooperativa

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