

Conventional name - Denomination

Corn  Banca SA
Via Canova 16
CH - 6901 LUGANO

Application Visa Debit Card

No. _____
Relation

CHF

EUR
(except C4Young)

IBAN (card debit account)

Card for:

Account holder

Authorized person

Last name and first name of the authorized person

Delivery of Visa Debit Card:

Send per post
(as per instructions for sending
correspondence)

To be picked up at the bank counter

Limits Visa Debit Card

Default limit = 5'000, for higher limits fill in the space below

Monthly Global Limit

Limit changes can be managed via APP (monthly and daily limit : Global, ATM, E-commerce)

The undersigned, hereby confirms that he/she has received, understood and unreservedly accepted the Terms and Conditions for the use of the Corn  Visa debit cards from Corn  Banca (hereinafter referred to as the "Bank").

Electronic communication: the Bank (including its divisions, branches and affiliates) is authorized to send messages and offers of a general nature as well as specific information, including push notifications (i.e. messages that appear on his/her device set up for this purpose [e.g. smartphone, tablet, smartwatch] without opening the respective application) related to the card and its use, to the electronic contact details (mobile phone number, e-mail address, postal address, etc.) provided by him/her.

Authorization for the processing of data and their transmission to third parties: the Bank is authorized to mandate (partially or entirely) partner companies in Switzerland and abroad, in particular affiliated companies of the Corn  Group based in the European Union, the execution of any services resulting from the contractual relationship, including loyalty programs (e.g. processing applications, card production and issuance, contract execution, online services, collection, customer communications, fraud prevention, procedures relating to dispute a transaction (chargeback), payment transactions, IT) and for the improvement of the risk models used for the granting of limits and for the struggle against fraudulent activities. The undersigned, authorizes the Bank to provide to these third parties the data necessary for the diligent execution of the mandates entrusted to them and to transmit them abroad for this purpose as well. In this way, the Bank may also transmit the personal data of the undersigned to these partner companies for the processing purposes indicated in the Data Protection Declaration (point 3 - <https://www.corn .ch/en/legal/privacy-notice/>). The processing of such personal data takes place in full compliance with the applicable data protection provisions, i.e. the Swiss Data Protection Act (LPD) and the General Data Protection Regulation (GDPR). Personal data is kept in electronic and/or paper form. The undersigned, authorizes the Bank to store, process, use and analyze data relating to her/his contract and transactions for marketing purposes, market researches and for creating customer profiles. In this way, the undersigned can benefit from personalized advice, offers that fully meet his needs, as well as information on products and services via his/her postal address, e-mail address or mobile phone number (SMS) provided to the Bank. Further information on the data protection declaration and rights under the data protection law can be found at cornercard.ch/dataprotection.

Place and Date

Account holder signature

Place and Date

Authorized representative signature

Terms and Conditions for the use of the Visa Debit card

1. Card usage

Cornèr Bank Limited ("Cornèr Bank") offers a debit card to its banking clients and to clients referred to it by third party banks ("Referring Banks") under the terms of a separate agreement. These debit cards ("Debit Card" or "Card") are issued together with a PIN code and may be used for any of the following functions:

- to withdraw cash from appropriately marked automated teller machines (ATMs) in Switzerland and abroad;
 - as a payment card to pay for goods and services in Switzerland and abroad, whether in person with partner companies ("Acceptance Points") equipped with suitable devices, online, over the telephone or by correspondence (distance payment);
 - as a payment guarantee for bookings (e.g. hotel) or contingent claims (e.g. motor vehicle hire).
- Card use for purposes that are unlawful or in breach of the present terms and conditions is prohibited. No transactions are permitted in countries in which there are relevant national and/or international sanctions and embargoes against card use. The current list of relevant sanction measures (e.g. regarding countries, persons, companies, transaction types affected) can be viewed, e.g. in relation to Switzerland, on the website of the State Secretariat for Economic Affairs (SECO) (www.seco.admin.ch). Cornèr Bank may make changes to the possible uses of the Card at any time.

2. Account relationship and Cardholder

A Card may only be issued if a specific bank account ("Account") is held at Cornèr Bank itself or with the Referring Bank (collectively the "Bank in Charge of the Account"). Alongside the account holder, Debit Cards may also be held by authorised persons or persons designated by the account holder ("Cardholders"). Each Card issued shall remain the property of Cornèr Bank. The account holder is responsible for ensuring that all other Cardholders are made aware of any changes to these Terms and Conditions as well as any other terms and conditions relating to usage of the Card.

3. Card limits, restrictions on usage and card functionalities

The Bank Keeping the Account shall set a daily and monthly limit for each Debit Card and shall inform the Cardholder concerning them. The Debit Card may only be used if the Account has the necessary available funds (positive credit balance or credit limit). Cardholders may issue instructions and enable or disable Debit Card functions using online services (iCornèr, Cornèr app, Card24 app). Transactions may be declined by Cornèr Bank if the available funds are insufficient. This shall also apply in the event that the withdrawal limit for the Account to be charged or the Debit Card has been exceeded, or if the respective function has been disabled. The account holder is responsible for informing any authorised persons concerning card limits.

4. Debit right of the Bank Keeping the Account

The Bank Keeping the Account is entitled to debit from the account holder all amounts for which the Debit Card has been used along with all prices and fees for the respective Account. The debit right of the Bank Keeping the Account shall remain active even in the event of any disputes between the Cardholder and third parties (e.g. Acceptance Points). The Cardholder accordingly authorises the Referring Bank to credit the amount disputed to Cornèr Bank. Any disputes relating to discrepancies and objections concerning goods or services as well as any resulting claims shall be settled by the Cardholder directly with the respective Acceptance Point. A refund confirmation must be obtained from the Acceptance Point in the event that goods are returned, and confirmation of cancellation in the event of cancellation. Cornèr Bank may charge the account holder for all amounts relating to recurring services, even if the Card has been blocked or cancelled. Any amounts in foreign currencies shall be converted into the currency of the Account. The exchange rates applied may be obtained at any time from the lists and product information sheets of the Bank Keeping the Account.

5. Provisions concerning powers of attorney

The cancellation of the signature authority of an authorised person on a power of attorney lodged with Cornèr Bank will not automatically result in the invalidation of the corresponding Card. Similarly, the death or incapacitation of the Cardholder will also not automatically result in the expiry of any powers of attorney granted or the inability to use the Card with the PIN code. In each instance the account holder must specifically instruct the blocking of the Card concerned.

6. Electronic functions and communication

Cornèr Bank or the Referring Bank shall provide the Cardholder with electronic functions, which may be used on all end devices supported by Cornèr Bank or the Referring Bank that can access electronic networks (internet, SMS, etc.), mobile telephone services or other electronic means of access. They shall provide the Cardholder with the opportunity in particular to consult or receive notices concerning transactions concluded using the Card and the respective debits. In addition, the Cardholder may make use of these functions to use the "Verified by Visa" security standard developed by Visa for online transactions. All information and transactions processed by Cornèr Bank on or before the previous working day may be downloaded or consulted. In the event of any discrepancies between the information that can be downloaded electronically and the internal accounting data of Cornèr Bank, the latter shall prevail under all circumstances. Cornèr Bank reserves the right at its discretion to expand, reduce, alter and/or suspend the electronic functions offered at any time. Cornèr Bank declines all liability for any losses arising in relation to such a block/suspension.

Cornèr Bank is authorised to send notices concerning the Card and transactions concluded with it using the electronic contact details provided by the Cardholder (mobile telephone number, email address, etc.). The Cardholder must not under any circumstances send any personal data, information specific to the card or any other confidential information by ordinary email, SMS, WhatsApp or in a similar manner. Unless expressly specified otherwise, Cornèr Bank will not accept any orders or instructions that are sent by email or using any other electronic communication systems. Accordingly, Cornèr Bank shall not incur any obligations in relation to notices sent to it electronically by the Cardholder or by a third party.

Electronic functions may be accessed using a combination of different security features (authentication by SMS, generation of a code using specific identification instruments, password, etc.), which shall be specified by Cornèr Bank and announced in an appropriate manner to Cardholders. Identification may occur via individual security levels or a combination thereof. Cornèr Bank does not provide any warranty for the accuracy and completeness of any information and notices that can be requested via automated teller machines, terminals, screens or other IT systems; in particular, notices concerning accounts and deposit accounts (balance, extracts, transactions, etc.) shall be deemed to be provisional and non-binding unless expressly designated as binding. Cornèr Bank reserves the right to alter at any time the procedure and identification requirements for accessing and using individual electronic functions. Any specific applications made available by Cornèr Bank shall be subject to additional terms and conditions, which the Cardholder must accept separately when logging in through the respective app.

7. Legitimation

- Any person who authenticates him-/herself by
- using the Card and entering the respective PIN code into a dedicated terminal;
 - simply using the Card (e.g. in car parks), at motorway payment points or by contactless payment);
 - signing a transaction receipt; or
 - providing the name indicated on the Card, the Card number, the expiry date and (if required) the three-digit security code (CVV, CVC) or according to any other procedure established by Cornèr Bank (e.g. by approval using the Card24 App);

shall be deemed to be entitled to conclude transactions using this Card. This shall apply even if the person is not the actual Cardholder. Accordingly, Cornèr Bank shall be entitled to charge the amount of the transaction thereby concluded and electronically recorded to the corresponding Account. Cornèr Bank is therefore expressly released from any further duty to carry out checks, irrespective of the internal relations between Cornèr Bank and/or the Referring Bank and account holders and without any requirement to consider any terms indicating otherwise that may be contained in forms of the Bank (card application, etc.). Thus, the risk associated with any misuse of the Card shall lie as a rule with the account holder. This shall also apply in the event that goods or services are paid for through channels other than those mentioned in Section 1 (e.g. mobile payment solutions) or in a manner other than that agreed upon by or with Cornèr Bank. In addition, in the event that tokenisation technology is used, the card number and the expiry date for the Card may be replaced by a token, which may be used to process the payment. Cornèr Bank may at any time change or adjust means of authentication or prescribe the usage of specific means of authentication.

8. Cardholder's duties of care

The Cardholder must in particular comply with the following duties of care:

a) Signature

If the Card has a signature strip, it must be signed by the Cardholder immediately upon receipt.

b) Storage and sharing of the Card

The Card must be stored with particular care in order to ensure that it is not mislaid or misused. The Cardholder must be aware of the location of their Card at all times and must regularly check whether it is still in their possession. The Card must not be shared with or otherwise made accessible to any third parties.

c) Usage of the PIN code and other means of authentication defined by the Cardholder (e.g. passwords)

Upon receipt of the PIN code, which is issued separately (i.e. the machine-generated secret code associated with the Card, comprised of a maximum of six digits), the Cardholder is obliged to change this PIN code; the PIN code (and also passwords) must not be easy to guess (no telephone numbers, dates of birth, card number plates, etc.). **The Cardholder must ensure that no other person becomes aware of their PIN code. In particular, the PIN code must not be transmitted, shared or otherwise made accessible (e.g. by entering the PIN code at Acceptance Points or ATMs without seeking to conceal it, thus enabling third parties to identify it). The PIN code must not be stored together with the Card or electronically (including in modified form).** The PIN code may be changed as often as desired and at any time.

d) Notification of loss and police reports

In the event of loss, theft, retention by an ATM or misuse of the Card and/or PIN code or suspicion thereof, the Cardholder must immediately notify the point of contact designated by Cornèr Bank (irrespective of whether the event occurs in Switzerland or abroad, and irrespective of any time difference). In addition, if any criminal activity is suspected the Cardholder must promptly file a police report and cooperate to be best of their knowledge in order to clarify the circumstances of the case and mitigate any losses.

e) Duty to check and reporting of discrepancies

Account statements issued by the Bank Keeping the Account must be checked immediately upon receipt. Any discrepancies, including in particular debits arising due to misuse of the Card, must be reported to Cornèr Bank immediately and disputed in writing to the address of Cornèr Bank and the Referring Bank **within 30 days of the date on which the account statement was issued**. If the respective discrepancies are not disputed in good time, the Cardholder may be deemed to have failed in their duty to mitigate losses and may be held liable for any losses arising as a result. The claim form must be completed, signed and returned to Cornèr Bank within 10 days of receipt.

f) Blocking or cancellation of the Card

The Cardholder must render any expired, cancelled or blocked cards unusable immediately without being requested to do so. In the event that a Card is blocked or cancelled, the Cardholder is obliged to inform all providers of mobile payment solutions and all Acceptance Points to which the Card has been provided or with which the Card has been lodged as a means of payment for recurring services or pre-approved payments (e.g. online service, subscriptions, memberships or ticket apps) or for bookings and reservations (e.g. for rental cars, hotels).

9. Responsibility and liability

Upon condition that the Cardholder is able to furnish proof that they have complied with the "Terms and Conditions for the use of the Visa Debit card" in all respects (including in particular the duties of care under Section 8) and is moreover not otherwise at fault, Cornèr Bank shall cover all losses arising for the Cardholder as a result of the misuse of the Debit Card by a third party. This shall also include losses arising as a result of the forgery or falsification of the Debit Card. **Cornèr Bank shall not as a general rule incur any liability under the following circumstances:**

- a. Losses arising from the misuse of the Card, if the transaction concerned was not executed using the Card (or Card information) alone but rather with at least one additional means of authentication (e.g. PIN code, mTAN, 3-D Secure);
- b. Losses that must be covered by an insurer, as well as indirect or consequential losses of any type (e.g. loss of profit);
- c. Losses arising due to the fact that the client was unable to use the Card as a means of payment, e.g. if Acceptance Points do not accept the Card, a transaction cannot be completed due to the Card having been blocked, following an adjustment of the spending limit or due to any technical or other reasons, if the Card has been damaged or rendered unusable, as well as losses arising in relation to the blocking, cancellation, non-renewal or recall of the Card;
- d. Losses arising in relation to usage of the Card by close acquaintances or relatives of the Cardholder (e.g. spouse, children, authorised persons, persons living in the same household);
- e. Losses arising in relation to the onward dispatch of the Card, PIN code and/or any other means of authentication by the Cardholder or their auxiliary agents or upon request by the Cardholder, as well as dispatch to a delivery address indicated by the client at which the client is not personally able to receive the Card, the PIN code or any other means of authentication;
- f. Losses arising in relation to third party offers or services (e.g. partner offers);
- g. Losses arising as a result of the usage of electronic means of communication. **In particular, Cornèr Bank does not accept any responsibility for end devices of the Cardholder, the producer of these end devices (including the software operated on them), network operators (e.g. internet providers, mobile telephone providers) or other third parties (e.g. operators of platforms for downloading apps). Cornèr shall not incur any liability in particular for any interference with mobile telephones or the SIM cards provided to the Cardholder by network operators that are used to conclude transactions that have not been authorised by the Cardholder.** Cornèr Bank declines all liability and provides no warranty for the correctness, accuracy, reliability, completeness, confidentiality and transmission time of any data transmitted electronically and any related losses, e.g. as a result of transmission errors, delays or interruptions, technical faults, permanent or temporary unavailability, unlawful interference or any other shortcomings.

10. Prices and fees

The Bank Keeping the Account may set prices and fees for the issue and management of the Card as well as for the processing of transactions concluded using it. These are determined according to the schedules of prices and fees of the Bank Keeping the Account, which may be consulted on or downloaded from its website. These fees shall be applied to the account (including in the event of a shortfall) for which the Debit Card has been issued.

11. Validity period and renewal of the Card

The Debit Card shall remain valid until the date indicated on it. Provided that accounts have been settled in an orderly manner, unless the Cardholder expressly decides otherwise, the Debit Card shall be automatically replaced with a new Debit Card before the expiry date indicated on it. If the Cardholder does not wish to renew it, they must inform Cornèr Bank in writing at least two months prior to expiry of the Card.

12. Blocking and cancellation

Both the Cardholder and Cornèr Bank may block the Card or cancel the contractual relationship concerning the Debit Card at any time without providing reasons. Cornèr Bank will block the Debit Card in particular at the express request of the Cardholder, if the latter reports the loss of the Debit Card and/or the PIN code, in event of cancellation or for other important reasons (e.g. if there is a risk that card transactions violate Swiss or international embargo provisions or sanction measures or expose the Bank to other legal, regulatory or economic risks or jeopardise its reputation). Cardholders who have been not granted a power of attorney in relation to the account may only block Debit Cards issued in their name. Blocking may only be requested via the contact centre specified by Cornèr Bank or the Referring Bank. Cornèr Bank shall be entitled to charge the account in the event that the Debit Card is used before the block takes effect. Any costs associated with the blocking of the card may be charged to the account. A block may only be removed with the written approval of the account holder or via the Bank's online services.

After the Debit Card has been cancelled, it must be returned to the Bank unsolicited without undue delay. The early recall or return of the Card shall not imply any entitlement to the reimbursement of the annual fee, unless specified otherwise by the Bank Keeping the Account. Notwithstanding cancellation, the Bank Keeping the Account shall be entitled to charge to the account all amounts arising in relation to usage of the Debit Card before it was actually returned (receipt by Cornèr Bank). As regards any recurring services or pre-approved payments, the Cardholder shall inform all affiliated Acceptance Points (including providers of mobile payment solutions) to which the Card has been provided as a means of payment concerning the cancellation/blocking or that the service or payment in question is no longer desired.

The Bank is not obliged to execute transactions if they violate applicable law, legal or regulatory (including foreign) provisions, restrictions, orders, prohibitions or measures of competent authorities (e.g. embargo provisions, national or international sanction provisions or money laundering provisions).

13. Outsourcing of services

Cornèr Bank shall be entitled to outsource services in full or in part to partner companies in Switzerland and abroad, specifically Cornèr Group subsidiaries based in the European Union, in relation to the provision of all services falling under the contractual relationship (e.g. application review, card production, card issue, management of the contract, online services, collection, communication with clients, fraud prevention, transaction rejection procedure (chargeback), payment processing, IT infrastructure and services/activities including cloud services) and for the purpose of improving the risk model used to set card limits and combat fraud. Areas of business and services shall be outsourced subject to compliance with statutory requirements, including in particular concerning data protection and confidentiality, as well as the provisions regulating the outsourcing of banking services. Periodic accounting records such as account statements and general letters to Cardholders (e.g. information letters, circulars, notices, correspondence, updating of contractual documentation, etc.) are printed and dispatched by partners based in Switzerland.

The Cardholder authorises Cornèr Bank to provide any third parties thereby appointed with the data necessary for the diligent performance of the tasks assigned, and also to transmit these data abroad.

When doing so, the Bank may also disclose the personal data of the Cardholder to such partner companies for the purposes specified in the Privacy Policy (<https://www.cornerr.ch/en/legal/privacy-notice/>). Any such personal data shall be processed in full accord with applicable data protection law, including specifically the Swiss Data Protection Act (DPA) and, insofar as applicable, the European General Data Protection Regulation (GDPR). The Cardholder acknowledges and accepts that any data transmitted abroad will be subject to the relevant applicable foreign laws and legal systems, which may provide for different forms of data protection compared to Swiss law.

14. Data processing and data protection

The Cardholder authorises Cornèr Bank and the Referring Bank as well as any third parties appointed by Cornèr Bank to process all information obtained in relation to usage of Debit Cards (e.g. card and transaction data, including the transaction amount and date, information concerning the Acceptance Point), where necessary in order to provide services in relation to the agreement concerning the Debit Card. Whenever the Debit Card is used, national or international payment systems (e.g. Visa and Mastercard) and their contractor businesses charged with processing card transactions obtain access to the respective transaction data (including in particular the card and transaction reference number, the transaction and invoice amount, the booking and invoicing date as well as information relating to the Acceptance Point). Under certain circumstances (e.g. purchase of an air ticket, hotel bills, hire of a motor vehicle), they may also obtain access to further data (e.g. name of the Cardholder or person for whom the transaction was concluded).

Cornèr Bank or third parties appointed by Cornèr Bank may store, process and use data relating to the Cardholder as well as transaction data, in particular for marketing and market research purposes and in order to generate client profiles. As a result, the Cardholder will receive individual advice as well as offers tailored to their needs along with information concerning the products and services of Cornèr Bank. Data processing will involve specifically the following data: information concerning the Cardholder, card transactions as well as additional and incidental services. If the Cardholder provides any third party data to Cornèr Bank (e.g. by submitting an application for a Card), Cornèr Bank will presume that they are entitled to do so and that the data are accurate. The Cardholder shall inform any such third parties concerning the processing of their data by Cornèr Bank.

Cornèr Bank is entitled to record telephone conversations between it and the Cardholder for quality assurance and security purposes, to store them on data carriers and to retain them for a period of one year. The Cardholder accepts that data will be transmitted through the international networks of card organisations (Visa) to Cornèr Bank, even for transactions concluded in Switzerland.

Further information concerning the sharing or processing of the Cardholder's data as well as the data protection policy of Cornèr Bank may be obtained from the Privacy Policy referred to in Section 13. The Cardholder acknowledges and accepts the information published by Cornèr Bank on [cornerr.ch](https://www.cornerr.ch) concerning the processing of personal data.

15. Sharing of data with the Referring Bank

Cornèr Bank is entitled to provide the Referring Bank with data relating to clients and Cards as well as cumulative revenue figures. The sharing of debit transaction data with Cornèr Bank is essential in order for the service to be provided. The Cardholder acknowledges that it may be possible to make further inferences from transaction data concerning the conduct of the Cardholder (e.g. place of residence and of work, state of health, financial circumstances, social conduct and other information). The Referring Bank uses these data in particular for the purpose of billing its own services in relation to usage of the Card. The Referring Bank is also entitled to process these data within its own in-house systems, and as the case may be to cross-reference them with additional information concerning the Cardholder, for the purpose of storage, preparation and notification to the Cardholder. It may also process these data in order to generate assessments for the Cardholder and display these to them. In addition, it may use these data for its own purposes, in particular for risk management and marketing purposes and if need be for the purposes of any companies associated with it as well as for other purposes.

16. Bank-client confidentiality and exchange of information

Governing officers, employees and contractors of Cornèr Bank are under a statutory duty to uphold the confidential status of business dealings of clients and to comply with the respective data protection law. Cornèr Bank takes appropriate action to ensure data protection and to uphold bank-client confidentiality. However, under the following circumstances the client releases Cornèr Bank, its governing officers and its staff from their duty of confidentiality, waives banking secrecy and consents to the respective purpose of processing in accordance with data protection law:

- a) If this is necessary in order to uphold the legitimate interests of Cornèr Bank, in particular:
 - i) in the event that any court action is launched by the client against Cornèr Bank;
 - ii) in order to secure the claims of Cornèr Bank and to realise collateral provided by the client or a third party;
 - iii) for the collection of claims owed to Cornèr Bank by the client, including the right of Cornèr Bank to assign or transfer claims and related collateral or incidental rights either in full or in part to third parties in Switzerland or abroad and to provide the relevant information and data to these third parties;
 - iv) in the event that any allegations are made by the client against Cornèr Bank in public or to the authorities in Switzerland or abroad.
- b) If Cornèr Bank is obliged under the terms of agreements concluded by Switzerland with third countries as well as individual or group requests made on the basis of these or is obliged on the basis of an internationally recognised standard such as the standard concerning the automatic exchange of information to share information concerning bank accounts and payment cards with the competent Swiss or foreign tax authorities. Cornèr Bank is also obliged to comply with its duty to provide information and its duty of disclosure under ordinary law, regulations or supervisory law and/or to respond to requests for information from Swiss or foreign authorities. In this regard requests for information from foreign authorities are generally made in the form of an international request for mutual assistance. Under exceptional circumstances however, foreign authorities may request information and documents directly from Cornèr Bank (e.g. current US legislation provides that the competent criminal prosecution authorities may under certain circumstances directly request a foreign bank that has an account at a correspondent bank in the USA to surrender information and documents concerning accounts and/or clients of the foreign bank, even if these documents are stored outside the USA and the account or client in question does not have any direct link to the foreign bank's operations in the USA). In particular, if it is active on foreign markets, Cornèr Bank may be asked to answer directly any enquiries from foreign supervisory authorities concerning the disclosure of client data.
- c) If, subject to compliance with applicable data protection legislation, Cornèr Bank shares personal data with partner companies abroad within the ambit of outsourcing or dealings with Referring Banks.

The Cardholder further acknowledges and accepts that, within the ambit of their business relationship with Cornèr Bank, they alone will be obliged to comply with all statutory and regulatory requirements, including specifically tax requirements, that are applicable to them under the law of the country in which they are resident or domiciled, or as a general matter under the law of all countries in which they are obliged to pay tax on balances held on cards or accounts. The Bank does not accept any liability whatsoever in this regard. In the event of any doubt concerning compliance with these duties, the principal Cardholder is advised to seek specialist advice.

17. Amendments of the Terms and Conditions; jurisdiction and applicable law

Cornèr Bank reserves the right to amend these Terms and Conditions at any time. Any amendments will be announced by circular or in another suitable manner and shall be deemed to have been accepted unless the Cardholder objects within 30 days of the date of the communication or returns the Debit Card to Cornèr Bank before the amendments take effect.

All legal relations between the Cardholder and Cornèr Bank shall be governed by Swiss law. Without prejudice to the mandatory provisions of Swiss law, the place of performance, the place of debt enforcement for all account holders with a foreign domicile and the place of jurisdiction for all proceedings shall be Lugano. However, Cornèr Bank shall also have the right to take action against the Cardholder before the competent court at his place of residence or before any other competent court.