

Acceptance and settlement of Reka Money

General Terms and Conditions (GTC)

General Terms and Conditions (GTC) for the acceptance and settlement of Reka Money in all forms

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

I General Provisions

1 Scope

These GTC apply to the acceptance of all physical and electronic types of Reka Money for the payment of goods and/or services by holders of these payment means. The individual basic acceptance contracts, any other integral parts mentioned in these GTC, additional written agreements, written instructions or information sheets as well as these GTC (hereinafter referred to collectively as "the Agreement") conclusively regulate the contractual relationship between the Swiss Travel Fund (Reka) Cooperative (hereinafter referred to as "Reka") and the acceptance point (hereinafter referred to as "the Contractual Partner").

2 Payment means and types of Reka Money

Reka Money exists as Reka-Pay, Reka-Rail and Reka-Lunch. Reka-Pay and Reka-Rail exist both physically as vouchers and electronically on the Reka-Card, while Reka-Lunch is only available electronically on the Reka-Card. The Reka-Card can be used at EFT/POS terminals in Switzerland that have been activated for this purpose as well as for online payment at Swiss web shops and in mobile apps.

3 Acceptance of Reka Money in the agreed forms

The Contractual Partner undertakes to accept Reka Money for the payment of goods and/or services in accordance with the individual basic acceptance contracts. The Contractual Partner shall be at liberty to decide whether to give change in Swiss francs for payments made using Reka-Checks and/or Reka-Rail in physical form. Wherever possible, this can be done using Reka-Checks and Reka-Rail vouchers. Acceptance of the Reka-Card does not release the Contractual Partner from the obligation to accept physical Reka Money.

4 Reka's payment obligation

Reka undertakes to reimburse all Reka-Pay, Reka-Rail and/or Reka-Lunch payments submitted by the Contractual Partner in physical form as agreed as well as all transactions within five working days from the date of receipt, deducting the agreed commission and fees as well as other due claims of Reka. A transaction is deemed to have been submitted to Reka if the authorisation process via the EFT/POS device (face-to-face business) has been carried out successfully or the payment software (remote business) has been employed and submission to Reka is as agreed (see paragraph 18). The present terms and conditions (see esp. section III) and those of the service centre agreement (see paragraph 16) apply.

5 Commission and prohibition of transfer

The Contractual Partner must pay Reka and third parties (e.g. service centres and payment service providers) a commission (fees, interest, costs, etc.) for the services associated with the acceptance of Reka Money in all forms. The commission rates applicable to the Contractual Partner can be found in the individual basic acceptance contracts or are brought to the Contractual Partner's attention in another suitable manner (e.g. by means of a fee schedule). They may be requested from Reka at any time and are available online at reka.ch/acceptancepoints. The commission may not be passed on to customers paying with Reka Money.

6 Other costs

Reka is also entitled to invoice the Contractual Partner for the costs of individual services requested by the latter (e.g. individual requests, individual IT expenses, etc.) as well as for administrative expenses caused by the Contractual Partner in connection with late payment, the processing of incorrect or irregular submissions and/or transactions as well as any violations of contractual obligations. Reka may further deduct these from any credits held by the Contractual Partner. In such cases, the Contractual Partner will be notified thereof in advance. In return, Reka will assume any initialisation costs associated with the activation of the Reka-Card on the Contractual Partner's EFT/POS devices.

All commission and costs owed by the Contractual Partner to third parties (e.g. service centres or data providers) – in particular for purchasing, installing, maintaining and operating EFT/POS devices as well as the communication costs associated with transactions – are beyond Reka's control and based exclusively on agreements between the Contractual Partner and third parties, for which Reka assumes no responsibility whatsoever.

7 Liability

7.1. The relevant liability provisions of Swiss Post shall apply to items sent in accordance with the rules laid out in paragraphs 12 and 13. Reka accepts no further liability. Neither Reka nor Swiss Post accepts any liability for Reka-Checks and/or Reka-Rail in physical form, which are not sent in accordance with the rules stated in paragraphs 12 and 13.

7.2. The Contractual Partner must take all necessary steps to protect against misuse and manipulation in connection with Reka-Card transactions. The Contractual Partner shall be liable towards Reka for any damage caused by the nonfulfilment of its contractual obligations or failure to fulfil them properly.

Reka cannot guarantee that the Reka system will be available and functional at all times and free of disruption. Furthermore, it is entitled to interrupt the operation of the system at any time at its own discretion. Where legally permissible, Reka excludes all liability and remains liable to the same extent for third parties it employs. Any liability on the part of Reka for indirect or consequential damages shall be excluded.

8 Change in data of the Contractual partner

In the event of a change in the ownership of the Contractual Partner (e.g. sale of the company), the Contractual Partner must inform Reka thereof immediately in writing and transfer the basic acceptance contract (including any further agreements connected with it) to the Contractual Partner's legal successor. Reka shall be entitled to refuse the transfer without stating the grounds. Until Reka has been informed in writing of the change, it may continue paying all remuneration to the previous Contractual Partner with discharging effect.

9 Involvement of third parties

Reka may commission third parties to provide the services. It is responsible for the actions of third parties it employs to the same extent as for its own actions.

10 Visual declaration as an acceptance point

The Reka stickers provided free of charge by Reka must be affixed by the Contractual Partner in locations clearly visible to customers (cash registers, shop windows, doors, etc.) in all its business premises.

II Specific provisions for physical Reka Money

11 Prohibition of transfer

In accordance with the provisions of the Swiss financial market regulation, it is prohibited for the Contractual Partner to pass on accepted Reka-Checks and Reka-Rail vouchers to third parties. The Contractual Partner therefore undertakes to send all Reka-Checks and Reka-Rail vouchers accepted in payment directly to Reka for settlement.

12 Submission

Reka-Checks and Reka-Rail vouchers must be sent to the following address: Reka, P. O. Box, CH-3001 Bern. In so doing, the Contractual Partner must comply with the following rules:

- Reka-Checks and Reka-Rail vouchers must be submitted separately.
- They must be sorted by face value.
- Vouchers of equal value must be bundled using postal wrappers. These are available free of charge from Reka. Bostitch staples and paperclips may not be used.
- For each submission: Fill in and enclose a bordereau. The bordereau may be completed online on the customer portal at reka.ch. Login data is sent to the acceptance point together with the confirmation letter or can be obtained from the Reka Acquiring department (T +41 31 329 66 88 or pos@reka.ch).

13 Rules to avoid loss by post

In order to avoid losses by post, the following rules must be observed when sending Reka-Checks and Reka-Rail vouchers:

- Consignments of Reka-Checks totalling **up to CHF 1,000 must be sent as registered "R" mail** (letters with proof of delivery). Postal receipts must be kept. All losses must be reported directly to Reka (T +41 31 329 66 79 or kb@reka.ch). The shipping envelopes available free of charge from Reka must be used for mailing. Postage by registered "R" mail is reimbursed proportionally on an annual basis in accordance with the conditions defined at reka.ch.
- Consignments of Reka-Checks totalling **between CHF 1,001 and CHF 10,000** can be handed in at the post office for mailing. Only special **Reka mail sacks** (available free of charge) may be used as the container for this type of consignment. Receipts stamped by the post office and including the consignment number must be retained. Consignments of this kind do not need to be franked. A list of all the post offices accepting such consignments can be found at reka.ch/acceptancepoints.
- Consignments of Reka-Checks totalling **between CHF 10,001 and CHF 80,000 must be sent by SecurePost** (T +41 848 73 28 73). These types of consignments are collected by SecurePost at the domicile/office of the acceptance point and do not need to be franked. The relevant mail sacks can be ordered at the following location: post.ch/docucenter > SecurePost > Art. 213 472.
- Consignments of Reka-Checks totalling **more than CHF 80,000** must be divided into several consignments, each of which must be accompanied by its own bordereau.

14 Verification procedure, acknowledgement of the outcome

Reka inspects received Reka-Checks and Reka-Rail vouchers for discrepancies between the actual value and the value entered on the bordereau by the Contractual Partner. Any differences are reported to the Contractual Partner in writing and on the customer portal at reka.ch. Reka uses a multistage verification procedure defined as part of the internal control system and monitored by its auditors. The Contractual Partner accepts the outcome of this verification.

III Specific provisions for electronic Reka Money

15 Activation of the Reka-Card

In order for the Contractual Partner to be able to accept the Reka-Card, it must sign a basic acceptance contract with Reka and commission Reka to connect the EFT/POS devices of the acceptance point in accordance with the "customer data" form. The Contractual Partner must instruct its service centre and/or payment service provider to activate Reka as an acquirer on the Contractual Partner's terminals. In order to maintain the activation in the event of subsequent changes (e.g. security updates or technical adjustments), the Contractual Partner authorises Reka and its service centre and/or payment service provider to work directly with one another.

This provision does not apply to the activation of additional transaction types on the Contractual Partner's EFT/POS devices. This requires a contractual agreement.

16 Service centre agreement

The Contractual Partner can accept the Reka-Card only if it has a valid agreement with a service centre and/or payment service provider domiciled in Switzerland (e.g. Six, Concardis and CCV) and uses EFT/POS devices approved by them. Reka accepts no responsibility whatsoever for obligations arising out of any relevant contractual relationships concluded exclusively between the Contractual Partner and a service centre and/or payment service provider. The agreement between the Contractual Partner and the service centre and/or payment service provider contains fundamental provisions relating to the acceptance of payment cards (e.g. concerning the maintenance and operation of terminals, the handling of payment cards, payment authorisation, submission and remuneration processes, security or due diligence obligations, or restrictions). These provisions shall similarly apply to the acceptance and settlement of Reka-Cards and form an integral part of the present contract for the acceptance and settlement of Reka-Cards between Reka and the Contractual Partner.

17 Face-to-face and remote business

Face-to-face transactions are card payments using a Reka-Card (hereinafter referred to as "face-to-face business" or "transaction"), which are made between the cardholder and the Contractual Partner in the presence of each other and with the presence of a physical card for the payment of goods and/or services.

Remote business is a card payment made in absentia using a Reka-Card (hereinafter referred to as "remote payment" or "transaction") between the cardholder and the Contractual Partner for the purpose of paying for goods and/or services. Remote payments must be made electronically using a software application. No other types of remote payment are permitted.

18 Transaction submission and data transmission

The Contractual Partner must submit transactions to Reka within two days of their authorisation at the very latest. In the event of late submission, Reka reserves the right not to pay for the corresponding transactions or to charge commission at a higher rate than contractually agreed and/or additional fees due to late submission. The Contractual Partner is responsible for providing proof of timely submission.

19 Cancellation and credit notes

Any objections or claims for reimbursement by a cardholder (in particular complaints) resulting from transactions must be settled directly between the Contractual Partner and the relevant cardholder. The Contractual Partner must act towards cardholders in accordance with normal commercial practice and based on the applicable tariff regulations. If the Contractual Partner takes back goods, fails to deliver them or does not provide a service after a transaction has been completed and submitted to Reka, the Contractual Partner must credit the relevant card without delay and notify Reka thereof. Upon receipt of this credit note, Reka can demand the corresponding amount from the Contractual Partner or offset it against the latter's claims.

20 Contested, non-compliant or fraudulent transactions

Transactions released as part of the authorisation process may be identified as incomplete or invalid in the submission process. This applies (albeit not exclusively) in the following situations:

The transaction does not contain an authorisation code or no such code was issued; the transaction was submitted too late (see paragraph 18); the cardholder disputes the transaction and the presence of the card at the time of the transaction cannot be proven by the Contractual Partner; the card is used several times within a short period of time with the same Contractual Partner; the cardholder disputes the order and/or receipt of the goods or services; the cardholder rejects the goods received as defective or not in accordance with the order or withdraws from a purchase or use of a service within the statutory withdrawal period, etc. In particular, the relevant provisions of the service centre agreement shall also apply (see paragraph 16). Reka will not pay for such transactions or may demand reimbursement of the transaction from the Contractual Partner if it has already been paid. The Contractual Partner bears full and exclusive liability for this. Furthermore, the Contractual Partner will not be entitled to any payment for remote business if it has failed to provide its service to a Reka user. Thus, if a Reka user disputes the provision of a service and the Contractual Partner cannot provide statements from backend systems that prove it has provided this service to the relevant Reka user, the Contractual Partner will not be entitled to payment. The Contractual Partner may submit the evidence electronically (e.g. by e-mail).

III.I Specific provisions for face-to-face business

21 Equipment/terminals

The Reka-Card may only be accepted at terminals that comply with the applicable industry standards (EMV/ep2, PCI, etc.) and are recognised by the service centre and/or payment service provider. The Contractual Partner undertakes to enable its terminals to accept Reka-Cards. Decommissioning, replacement, reinstallation or relocation of terminals must be reported to Reka.

22 Limitations to Reka's payment obligations

With regard to face-to-face business, Reka shall process and reimburse only such transactions authorised using the ep2 payment process.

23 Maintenance and protection of terminals

Terminals must be operated and maintained in accordance with the manufacturer's instructions and those of the service centre and protected against unauthorised tampering by third parties. The Contractual Partner is responsible for ensuring that terminals are kept up to date using the latest terminal software.

24 Contactless function

The use of the contactless function by the cardholder requires an EFT/POS terminal with contactless functionality. Infrastructure procurement is the Contractual Partner's responsibility. The maximum amount for contactless payment without identification (i.e. where no PIN is required) is set by Reka in line with industry standards and may be requested from Reka at any time.

25 Selection menu on EFT/POS terminals and contactless function

If a cardholder has a Reka Money account balance in more than one form (Reka-Pay, Reka-Rail and/or Reka-Lunch), and these types of Reka Money are activated on the Contractual Partner's EFT/POS terminal, cardholders can select the type of Reka Money on the terminal screen. This function is not available to users for contactless use of the Reka-Card. In this case, Reka Money is automatically used in line with the following rules:

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

III.II Specific provisions for remote business

26 Basic principle

Remote payments must be made electronically using software applications. The Contractual Partner undertakes to use the latest version of a software application of a PCI-certified payment service provider approved by Reka for remote business.

27 Procurement and operation of the software application

The purchase, installation, financing and operation of the software application, including the cost of any modification due to new international standards, as well as the cost of required certificates, shall be borne by the Contractual Partner. Should the software application be unable to conduct a transaction for any reason, the Contractual Partner must contact Reka immediately and follow any instructions received.

IV Final provisions

28 Confidentiality and data protection

The parties undertake to comply with all relevant data-protection regulations. Insofar as Reka processes personal data on behalf of the Contractual Partner within the scope of the Agreement, it must comply with the general terms and conditions regarding the processing of data by third parties issued in line with the Swiss Federal Act on Data Protection (FADP). These form an integral part of the present Agreement.

The parties shall treat as confidential all information and data obtained in connection with the present contractual relationship and in particular all Reka-Card transactions, and pledge not to disclose them to third parties. This shall also apply after termination of the cooperation with Reka. This does not apply to transfers to third parties of data necessary for the processing of transactions and the exchange of data between Reka and the service centre and/or payment service provider of the Contractual Partner.

The Contractual Partner authorises Reka to obtain information about the Contractual Partner from third parties, in particular from the Central Office for Credit Information (ZEK), authorities, credit agencies, service centres/acquirers, payment service providers, certification bodies for PCI DSS, etc. The Contractual Partner releases these third parties from their obligation to maintain confidentiality on business and official matters. Reka may use electronic means of communication (e-mail, SMS, etc.). The Contractual Partner acknowledges that electronic communication takes place via open media accessible to everyone and therefore confidentiality cannot be guaranteed. The Reka data protection declaration can be found at reka.ch.

29 Validity of the General Terms and Conditions

By signing the "customer data" form and/or the basic acceptance contract, the Contractual Partner accepts these General Terms and Conditions for the Acceptance and Settlement of Reka Money in all Forms.

30 Changes to the General Terms and Conditions

Reka may change these General Terms and Conditions for the Acceptance and Settlement of Reka Money in all Forms at any time. The Contractual Partner shall be notified about such changes in writing or by other appropriate means. They will be deemed to have been accepted if the Contractual Partner fails to object to them by registered mail within 30 days of the date of dispatch.

31 Termination of the basic acceptance contract

If the Contractual Partner and Reka have concluded a valid acceptance agreement regarding the acceptance of Reka Money (Reka-Pay, Reka-Lunch and/or Reka-Rail), the corresponding termination provisions shall also apply to the acceptance of the Reka-Card. Termination of the last Reka Money agreement automatically results in the termination of acceptance of the Reka-Card. If there is no agreement on the acceptance of Reka Money, acceptance of the Reka-Card may be terminated to the end of each month by either the Contractual Partner or Reka at any time with 30 days' notice. If the EFT/POS device(s) is/are sold or out of operation, acceptance of the Reka-Card may be terminated at any time with immediate effect. In this case, any agreement on the acceptance of Reka-Pay remains in force. In the event of termination of the acceptance contract or a change of Contractual Partner, Reka may not withhold any payments up to and including the date of the end of the contract.

32 Assignment and offsetting

The Contractual Partner may not assign claims against Reka to third parties without prior written consent from Reka. In addition, it may offset only undisputed or legally established counterclaims against Reka's claims.

33 Severability clause

Should individual provisions within this Agreement be invalid or become invalid as a result of future changes in legislation, this will not affect the validity of the other provisions herein.

34 Applicable law and place of jurisdiction

This Agreement and the business relationship between Reka and the Contractual Partner are subject to substantive Swiss law. The place of jurisdiction is Bern, although Reka will also be entitled to initiate legal action against the Contractual Partner at any other competent court.