# reka

# General Terms & Conditions (GTCs) of the Swiss Travel Fund (Reka) Cooperative for issuing Reka Money

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

#### 1 GTCs

These GTCs are an integral part of the contractual relationship between the Swiss Travel Fund (Reka) and the contracting party. The contract defines the contents and provisions for issuing Reka Money. Reka Money exists in electronic form, either as Reka-Pay or Reka-Lunch credits on the Reka account. The General Terms & Conditions shall come into force along with the contract after the offer has been approved.

#### 2 The contracting party's obligations

Once a year, the contracting party shall transmit the following data belonging to the beneficiaries in the customer portal for the current or following calendar year for the purpose of clear identification: their date of birth, the title and language code, their first name and surname, street address, postcode in Switzerland, their town/city and the country code. Depending on the service package, the following additional data may also be required, such as their marital status, foreign postcode, company, personnel number and cost centre. The contracting party shall maintain the data on an ongoing basis and shall update it when employees join or leave the company.

#### 3 Reka's services

Reka offers direct dispatch of payment slips for the contracting party's beneficiaries as well as the control and settlement of the distribution of Reka Money.

# 4 Procedure

After the beneficiaries' data has been entered on the customer portal, Reka is obliged to send the preprinted payment slips (including further information) by the agreed deadline. After payment has been received from the beneficiary, Reka Money is processed within a maximum of five working days and credited to the relevant account. Reka uses neutral envelopes when sending out payment slips and Reka-Cards.

# **5 Waiting period**

Payment slips and the associated annual credits have a waiting period of one month. If Reka receives payments after this waiting period, it is prohibited from processing them. In this case, Reka transfers the payment back to the respective depositor.

#### 6 Warranty

Reka bears sole responsibility for the entire shipment. Expenses not covered by the handling and processing costs agreed with the contracting party are borne by Reka or the relevant beneficiary and cannot be passed on to the contracting party.

#### 7 Data protection

Reka undertakes to treat supplied data securely and discreetly, and uses it only as permitted within the framework of Swiss data protection legislation. Reka may use the contracting party's data solely for its own purposes (e.g. for sending payment slips, Reka Money, information on Reka, etc.). The confidentiality obligations shall remain in force even beyond the termination or expiration of the present contract.

#### 8 Fees

The annual account management fee covers the handling of Reka Money (i.e. the processing of address data, Reka-Card loading, printing payment slips, packaging and postage) as well as Reka-Card account management. The contracting party bears these costs for its employees. The account management fee is billed once a year, starting from the first time the employee redeems Reka Money. It is charged until the employee's departure has been entered on the customer portal.

#### 9 Credit limits and consequences of exceeding withdrawal limits

The unregistered card can be loaded with a maximum of CHF 3'000.- per top-up and the maximum recharge limit is CHF 5'000.- in total. If, in a single business transaction, non-personalized Reka-Cards or Reka-Checks in paper form are acquired for an amount exceeding CHF 15'000.-, in the name and for the account of the contracting partner, Reka is obliged to carry out a validation of the contracting partner (employer) in accordance with the Anti-Money Laundering Act (identity check, identification of the control holder and, where appropriate, further AMLA due diligence duties). If the provisions of the Anti-Money Laundering Act are violated, or if, due to lack of information, no appropriate verification can be carried out, Reka reserves the right not to process the order.

# 10 Invoicing

Reka will issue the contracting party with monthly invoices for Reka Money as well as the account management fee. The initial discount of 1.5% that Reka grants on Reka-Pay is deducted directly on the invoice. All contracting parties are granted access to the customer portal via a personal login. All invoices can be found there.

#### 11 Amendments to the General Terms & Conditions

Reka reserves the right to change these General Terms & Conditions at any time. The contracting party must be notified about changes at least six months in advance and in an appropriate form. Such changes shall be deemed to have been approved if the contracting party does not terminate the contract within the contractual notice period before the amendments come into effect.

# **12 Notice period**

The contract is concluded for an unlimited period of time. It may be terminated in writing at the end of the month with three months' notice.

#### 13 Applicable law and place of jurisdiction

These General Terms & Conditions are governed exclusively by Swiss law. The place of jurisdiction is Bern. The GTCs governing the use of the Reka Money service are available in English, German, French and Italian. In the event of any discrepancies, the German version shall prevail.

Bern, May 2023