

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

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

I Scope and object of the contract

1 Scope

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). With payment to a Reka account at the latest, the initial use of the Reka customer portal or the replacement of the Reka-Card the customer confirms they have acknowledged, understood and accepted these GTCs. Special conditions of Reka apply to certain services and products. The special conditions take priority over these GTCs that also apply in such cases.

2 Forms and purpose of Reka Money

The customer is able to purchase Reka Money in various forms such as Reka-Check, Reka-Lunch-Card, Reka-Rail the sales channels included at reka.ch. Reka-Check and Reka-Rail also exist in hard copy format, whereas the other types of Reka Money are only available electronically on the Reka-Card. In accordance with the rules of Swiss Financial Market Regulation Reka Money may only be purchased to pay for goods and services in Switzerland and the Principality of Liechtenstein. Credits in Reka Money therefore do not constitute a savings account. They do not bear interest and may not be converted into Swiss francs. See items 29 and 30 on how to repay Reka Money credits.

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-Check, Reka-Lunch and Reka-Rail, have different areas of application:

- Reka-Check: public transport, petrol filling stations, mountain railways, hotels and restaurants, sports equipment rental, events and entertainment
- Reka-Rail: public transport, mountain railways
- Reka-Lunch: catering

Acceptance points for each form of Reka Money can be viewed on reka.ch. There is no legal entitlement to pay with Reka Money at the publicised points of payment of the contractual partners.

II Reka account

4 Account details

Reka opens an account for the customer (hereinafter Account Holder) under which Reka manages the Reka Money accounts in the various Reka Money formats on the Account Holder's behalf. The account is made out to a natural person and is non-transferable. When opening an account the Account Holder receives a Reka-Card in their name (see section III Reka-Card).

5 Charging Reka Money credits

Alongside their delivery point purchase quota, account Holders have further options for charging balances for active Reka Money accounts. The procurement options are publicised on reka.ch/buy.

The customer can demand that Reka Money top-ups resulting from erroneously paid amounts in CHF be rescinded within 20 days provided that no charges in Reka Money have been made yet which have reduced the top-up concerned. Undisputed, erroneously paid-in amounts are processed as a top-up with the standard benefits. The current benefits from Reka can be viewed at reka.ch.

6 Using Reka Money credits

Reka Money credits may be issued with the following payment methods:

- with the Reka-Card on EFT/POS devices or in the web shops set up for this;
- in the form of Reka-Checks or Reka-Rail (order via the Reka customer portal);
- by transfer in the Reka customer portal to an acceptance point (Reka partner payment).

Reka Money may be issued up to the maximum available credit for each Reka Money account. It is not possible to have a debit (credit) balance on an account. Equally, it is not possible to transfer between various types of account and to convert from one type of Reka Money to another form of Reka Money (e.g. from a Reka-Check account to a Reka-Lunch account). On the other hand, the Account Holder is able via the Reka customer portal to transfer Reka Money to a third party to their existing Reka Money account of the same type of Reka Money.

7 Enquiring about Reka Money credits

The Account Holder is able to view their credits and latest transactions for each Reka Money type free of charge on the Reka customer portal on reka.ch and for a charge via SMS or by means of a written account statement. Depending on their configuration, EFT/POS terminals display the available account balance of the Reka Money format used after a payment is made.

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 with Reka-Card accounts (the Beneficiaries) all losses associated with the account that exceed CHF 3,000.–, up to a maximum value. The individual conditions of the default guarantee can be found on reka.ch. Holders of Reka Money accounts confirm their acceptance of this default guarantee.

9 Credit limits and consequences of exceeding them

The sum of all credits in the various Reka Money formats may not exceed a total of CHF 3,000.– for each account (Account Holder). If this credit limit is exceeded, Reka is entitled to charge the Account Holder a fee on the credit balance that is overdrawn. The current fees can be viewed at reka.ch. If the sum acquired of Reka credits in the various Reka Money forms exceeds CHF 5,000.– within a calendar month or CHF 25,000.– within a calendar year, Reka is obliged to validate the account in accordance with the requirements of money laundering legislation (identity check, establishing the beneficial owner). The Account Holder bears the resulting costs (consequences of non-validation, see item 30).

10 How to handle dormant accounts

If Reka is unable to deliver the Reka-Card or Reka-Checks/Reka-Rail 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 credit balance given to a social cause nominated by Reka.

11 Duty of care and liability in connection with the Reka account

Reka takes reasonable steps with respect to the identity check to identify and prevent fraud, abuse, etc. If Reka breaches due care and diligence, it will be responsible for any losses that arise. The Account Holder is obliged to carefully store the documents on the business relationship with Reka so that unauthorised parties may not access any information contained therein. If the Account Holder sends payment instructions, they must ensure that all precautionary measures are followed, which avoids the risk of fraud and exploitation, etc. Codes must be kept secret. The Account Holder shall be solely responsible for any losses that result from these duties of care. If a loss is incurred without Reka or the Account Holder having breached their duties of care, the party to whose sphere of influence the error is attributed shall bear 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-Checks, 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 secondary cards

The Reka-Card (principal card) is made out in the customer's name (Account Holder, Cardholder). The Cardholder is able to apply for additional Reka-Cards (secondary cards; a partner card and a maximum of two junior cards). Unless specific instructions are received from the Account Holder, these are made out to their names and bear the additional endorsement "Partner Card" or "Junior Card". The principal cardholder also has unrestricted liability to Reka for all obligations that arise from the use of secondary cards. They are obliged to ensure that these GTCs are met by the holder of secondary cards. The partner card allows unlimited access to services, which are charged to the customer's Reka Money account. It is only possible to use the customer's credit with the junior card subject to a monthly limit. The current list can be viewed at reka.ch. All owners of secondary cards authorise the principal cardholder to issue and accept all statements affecting the secondary card also with effect for the holder of the secondary card.

14 Replacement card

The Reka-Card will lapse for reasons of functionality and security at the end of the month of expiration given on the card and must be rendered unusable at the end of the validity period and immediately upon receipt of a replacement or new card. Unless otherwise instructed, the customer will be sent a new card automatically before the card expires. There is a charge for a replacement card outside the expiry date (reka.ch/fees).

15 Personal Identification Number (PIN) for Reka-Card

Before or after the Reka-Card is delivered, the customer will receive a personal identification number (PIN) for their Reka-Card by separate post or by digital transmission. They may amend their PIN in the Reka customer portal free of charge. The PIN must be chosen in such a way that it cannot be traced back to the Cardholder or any person associated with them (e.g. no telephone numbers and dates of birth). If the Cardholder has forgotten their PIN, they can have Reka send them a new one (there is a charge: reka.ch/fees).

The PIN must be kept confidential. In particular, it may not be noted down or recorded anywhere on the Reka-Card or in any other way, even in an amended format, stored together or passed onto third parties. Care must be taken with PIN entries to EFT/POS terminals that the PIN is not recognised by further persons (concealed entry). The PIN will be locked after being entered incorrectly on three occasions on a terminal. If the Cardholder or the Account Holder has reason to suspect that unauthorised third parties have learnt the PIN, they shall have the card locked or changed in the Reka customer portal immediately (see item 21).

Reka shall relinquish any responsibility for any adverse consequences if these duties of care are not met.

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 at 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-Check, Reka-Rail, Reka-Lunch), and these Reka Money formats are activated on the EFT/POS terminal of the contractual partner, 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:

- priority 1: Reka-Lunch (if permitted)
- priority 2: Reka-Rail (if permitted)
- priority 3: Reka-Check

18 Charging Reka Money accounts using Reka-Card

As soon as the Reka-Card is used (at a terminal or on the Internet), or in the event that the Reka-Card is deposited for recurring costs (recurring use, e.g. subscriptions) after the start of maturity, the appropriate amount will be taken from the Account Holder's credit in the corresponding Reka Money type (charge after submission). The customer's credit is reduced based on the usage of the Reka-Card and is increased when Reka Money is paid into a Reka Money account of the customer. The Account Holder recognises all charges of their Reka Money accounts that are made by using the Reka-Card (principal and second cards), provided the charges have been correctly registered with Reka. Registration will be deemed to have taken place correctly if Reka's technical and administrative investigations fail to reveal any details being taken down inaccurately, and there is no proof of a technical system fault.

19 Cardholder's duties of care

The Cardholder particularly has the following duties of care in connection with a Reka-Card (principal card and secondary cards):

- The card is to be stored carefully like cash at all times and may not be handed over or made accessible to third parties.
- The loss, theft or misuse of the Reka-Card must be notified straight away (cf. item 21).
- The PIN must be kept confidential. In particular, it must not be noted or recorded on the Reka-Card or elsewhere or in any other way or in any amended form, stored together with this or disclosed to third parties (cf. item 15).
- Procuring and checking account statements and disputing transactions (via the Reka customer portal on reka.ch or requesting a written statement for a fee). The customer shall be deemed to have accepted any transactions that are not disputed within 4 weeks from the issue date.

20 Liability in connection with the Reka-Card

20.1 Reka shall be liable for direct losses that the Cardholder incurs as a result of third parties misusing the Reka-Card, provided the Cardholder (principal cardholder, secondary cardholder) has satisfied all parts of these GTCs, and they are not otherwise at fault. The Cardholders, their spouses, cohabiting partners and children are not to be considered to be third parties. Reka is not liable for losses for which an insurance policy has to pay and any form of consequential loss. With receipt of compensation the Cardholder assigns their claims from the loss settlement to Reka.

20.2 If the Cardholder has failed to meet their obligations in accordance with these GTCs, they will have unrestricted liability for all losses incurred as a result of misuse of the card until the card is locked.

20.3 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 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 Locking and replacement cards

Any Cardholder may have the Reka-Card in their name locked; the principal cardholder may also lock the secondary cards they have assigned (partner and junior cards). A locking request can be issued at any time on the Reka customer portal using the Account Holder's personal login or by calling +41 31 329 66 00 from 8.00 a.m. to 5.00 p.m., Monday to Friday. A request for a lock 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 Reka-Card number and the Reka customer portal User-ID. At the same time, it should be explained that the Reka-Card must be locked. In this way a card may only be locked if all mentioned information has been given in full and is correct. If an instruction to lock 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 locked.

For security reasons, Reka may lock some or all of the cards on the Cardholder's account if they request a card to be locked. Reka may lock the Reka-Card or 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; cf. also item 14).

Cards can be unlocked in the Reka account itself or by contacting the Reka Money customer service by telephone or email. A series of security questions must be answered in order to unlock 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 to which every Account Holder automatically has access. The personal login to the Reka customer portal offers the Account Holder the following options:

- profile to view
- change the password of the Reka customer portal access
- request account balance and transactions
- changing the PIN of the Reka-Card (see also item 15)
- ordering Reka-Card secondary partner and junior cards
- viewing SMS credit request
- ordering Reka-Checks and/or Reka-Rail from the account balance in the appropriate Reka Money type
- charging Reka Money accounts from online bank account with Reka-Check or Reka-Rail or payment slip
- paying for Reka holidays
- paying for services of selected Reka Money acceptance points
- transferring to an account in the same Reka Money type of another Account Holder

23 Initial access to the Reka customer portal

Technical access to the Reka customer portal is via reka.ch. The Account Holder receives personal access data from Reka together with the payment information for the initial charge of Reka Money to their account. They are asked to create a new password when they first log in. This must have at least seven characters and be alphanumeric.

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 you first log in to the Reka customer portal the Account Holder has the option of selecting a two-stage registration process (SMS-TAN) for future logins to their Reka account. It is also possible to select this identification process at a later date in the Reka profile. The two-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 mobile number. When they log into the Reka customer portal they will receive 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 (e.g. 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).

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 Cardholder, their spouse, cohabiting partner and children are not to be considered to be third parties. Reka is not liable for losses for which an insurance policy has to pay and any form of consequential loss. With receipt of compensation, the Cardholder 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 may terminate issued Reka-Cards, partner and junior Reka-Cards, individual accounts (Reka-Checks, Reka-Lunch or Reka-Rail) or the entire account at any time. All accounts and all Reka-Cards will also be terminated when the account is terminated. All partner and junior Reka-Cards will also be terminated when the Reka-Card is terminated. Apart from the customer, each Cardholder (partner or junior) may terminate the partner and junior Reka-Cards. The cards must be terminated in writing. Termination forms may be obtained from Reka customer service (T +41 31 329 66 67). The customer is not entitled to account and/or card fees being reimbursed when additional cards and Reka Money accounts are cancelled. All Reka-Checks and Reka-Rail credits will be refunded to the customer within 30 days of the cancellation in the form of cheques for the appropriate Reka Money type, minus a commission of 1.5 per cent and the annual card fee. Payment will be rounded down to the nearest CHF 10.–. As there is no paper form means of payment for Reka-Lunch, no cash payment exists for this type of Reka Money. For all three types any remaining balance will be donated to a social cause nominated by Reka.

30 Cancellation by Reka

30.1 Reka is entitled for reasons it feels important and in particular in the following cases listed to terminate the contract with the customer or parts thereof, that means cancelling an individual Reka Money account or the entire account, locking Reka-Cards and not renewing or replacing them or locking the Reka customer portal. Any remaining balance of the customer will be supplied by Reka to a specific social cause in such cases.

- The accounts have too low an account balance to settle the annual account and card fees, and no transactions have been made for at least 12 months.
- The account Holder only achieves credits on their Reka-Check account as part of the bonus programme, and if no transaction has been made on the Reka-Check 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, locking Reka-Cards and not renewing or replacing them or locking 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 settles subsequent service charges for the Account Holder, as long as these are not paid for by the account Holder's delivery point: for managing the individual Reka accounts within the account for the Reka-Cards issued, for additional services used (e.g. purchase of Reka-Checks, Reka-Rail from the account, replacement card in the event of loss, printed account statement), as well as for netting out accounts and account data. With the exception of closure fees, these fees are due annually in advance and are charged primarily to the Reka-Check account. If there is no Reka-Check account, or this does not have sufficient cover, the charge is made to the Account Holder's account that has the maximum cover (Reka-Rail or Reka-Lunch). There is no entitlement to reimbursement of charges if the contract 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 customer service at Reka.

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 (e.g. name, address, date of birth, gender, email address, telephone number) and data about their activities (e.g. 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 webshop 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 webshop.

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, e.g. 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.

