

# IKEA Family Credit Card

## General Terms and Conditions for the Use of the IKEA Family Credit Card

These Terms and Conditions apply to the Ikea Family Credit Card (hereinafter the "Card") issued by Cembra Money Bank Ltd. (hereinafter the "Issuer"), a full-featured Mastercard credit card. The Card is issued as a primary Card in the name of the applicant or as an additional Card in the name of a person living in the same household. These persons are hereinafter referred to as the "Cardholder", unless there is an explicit distinction between primary and additional Cardholders. In addition, the applicable product- and service-specific provisions and privacy statements shall apply.

### 1 CARD ISSUE, VALIDITY PERIOD, RENEWAL AND RECOVERY

#### 1.1 Card Issue, PIN Code, Ownership

After the conclusion of the credit card contract with the Issuer, the applicant shall receive a personal, non-transferable Card as well as a personal code (hereinafter "PIN code") for the use of the Card. Each Card issued shall remain the property of the Issuer.

#### 1.2 Expiry and replacement of Cards

The Card expires at the end of the validity period indicated on the Card. It must be rendered unusable immediately after expiry of the validity period. Unless otherwise notified, a new Card will be automatically delivered to the Cardholder prior to expiry of the Card term. In the case of replacement Card orders, but not in the case of renewals after expiry of the validity period, the Issuer may charge a replacement Card fee. The Cardholder is not entitled to a specific Card design. The Issuer reserves the right to change the Card design at any time.

#### 1.3 Termination of the contractual relationship

The Cardholder has the right to terminate the contractual relationship in writing at any time without stating reasons. In the event of termination of the primary Card, the additional Card shall also be deemed to have been terminated. The contractual relationship underlying the additional Card(s) may be terminated in writing by the primary or additional Cardholder. The Issuer reserves the right to terminate the contractual relationship at any time without stating reasons, not to renew or replace Cards, and to block and/or demand the return of Cards. Upon termination of the contractual relationship, recovery or return of the Card(s), billed amounts must be paid immediately. Amounts that have not yet been billed must be paid immediately upon receipt of the bill. The Issuer shall be entitled to no longer credit any amounts based on loyalty programmes. Where the Issuer has demanded the return of Cards, the Cardholder is obliged to render such Cards unusable immediately and shall do so with respect to cancelled Cards upon termination of the contract.

### 2 USE OF THE CARD

#### 2.1 Use of the Card and approval

The Card entitles the Cardholder to pay for goods and services at the corresponding Mastercard Point of Acceptance (hereinafter "Points of Acceptance" or "POA") as follows within the credit limits set by the Issuer:

- (a) using the PIN code;
- (b) by signing for the payment;
- (c) based on personal authorisation other than by PIN code or signature, for example by using a password or other means of identification specified by the Issuer (e.g. in the case of mobile payment solutions) in accordance with separate terms of use or in another manner specified by the Issuer or agreed with the Issuer;
- (d) by using tokenisation technology, where the Card number and expiry date may be replaced by a token used to process payment;
- (e) on the basis of telephone, internet, correspondence and any other purchases or services where the Cardholder waives personal authorisation and where the transaction is initiated solely by providing the Cardholder's name, Card number, expiry date and, if requested, the Card verification code (CVC) displayed on the signature strip; in the case of internet transactions, the entry of a password, authorisation through the use of an app or in another manner specified by the Issuer may be necessary;
- (f) by using the Card without a PIN code, signature or other personal authorisation (e.g. for automated pay points in car parkings, on motorways or for contactless readers).

In addition, the Cardholder is entitled to use his Card for cash withdrawals at authorised offices and appropriately designated ATMs in Switzerland and abroad.

A transaction initiated in accordance with a)–f) hereof and the use of his Card to withdraw cash by entering a PIN code or signing the receipt shall be deemed to have been authorised by the Cardholder, even if the person initiating the transaction is not the Cardholder. Consequently, the Cardholder acknowledges the established claim of the POA. At the same time, the Cardholder expressly and irrevocably instructs the Issuer to pay the amounts to the relevant POA. The Issuer shall be entitled to charge the amount of the transaction thus effected and electronically registered to the Cardholder. Thus, the Cardholder bears the risks arising from misuse of the Card, subject to Section 4.1 below.

Transactions initiated in accordance with a)–f) hereof may be used to effect one-off, recurring or future payments of an indefinite amount. Mastercard offers update services that enable participating POAs and providers of mobile payment solutions to provide updates of the current expiry date of the Card. If the Cardholder stores his Card data for recurring payments (e.g. for online services, subscriptions or services such as PayPal) with such POAs and providers, his new Card data will automatically be forwarded to these POAs and providers via Mastercard at the time of the renewal of his or her Card. This ensures smooth use of the Card. The Cardholder agrees that the Issuer may

transfer his Card number and the expiry date of his Card to Mastercard for the purpose of performing update services. As part of the update service, Mastercard may engage additional data processors and, together with them, process data in Switzerland and abroad (including in countries without an adequate level of data protection). However, appropriate measures are taken to protect customer data and the data processors are obliged to ensure adequate data protection. The Cardholder may delete the Card data stored at the POAs at any time or contact the Issuer by telephone and arrange to prevent the automatic forwarding of the Card data. Cancellation of a recurring payment does not interrupt any subscription, which is why the Cardholder must terminate the subscription directly with the POA.

No transactions are possible in countries that are subject to certain sanctions and embargoes. The current list of affected countries is available at [www.cembra.ch/cards/legal](http://www.cembra.ch/cards/legal). The Card may not be used in these countries. The Cardholder shall use his Card only within the limits of his financial means. Cardholders may not use the card for illegal purposes.

#### 2.2 Duties in connection with the use of the Card

When signing a manually prepared or electronically generated purchase or withdrawal receipt, the signature must match that on the Card. The POA may request the Cardholder to produce an official identity document. The receipt must be retained by the Cardholder.

#### 2.3 Fee for cash withdrawals

A fee may be charged for cash withdrawals at ATMs and counters in Switzerland and abroad. The amount of the fee is governed by the applicable fee schedule.

#### 2.4 Conversion of foreign currencies

If the Card is used in foreign currencies, the Cardholder acknowledges a processing surcharge on the total amount converted into Swiss francs and the exchange rate used by the Issuer on the date the international transaction is processed. The amount of the processing surcharge is governed by the applicable fee schedule.

#### 2.5 Transaction fee

If the Card is used for payment in Swiss francs abroad (including internet transactions with POAs based abroad according to the imprint), the Issuer may charge a fee. The amount of the fee is governed by the applicable fee schedule.

#### 2.6 Interchange Fee

The Issuer receives an interchange fee from the acquirer (companies that solicit merchants and service providers to accept credit cards and conclude corresponding agreements with them) for transactions carried out with the Card. The interchange fee is intended in particular to cover the costs of transaction processing and the costs associated with the risks of granting credit, to the extent these are not already covered in the fee schedule.

#### 2.7 Restriction or extension of the options for Card use

The options for using the Card, PIN code and credit and subscription limits may be extended, restricted or revoked at any time. Special daily and aggregate limits apply to cash withdrawals and transactions. The credit or withdrawal limits may be requested from the Issuer. The Cardholder acknowledges that the Issuer may restrict the option of prepayments (prepaid function) on his credit card account at any time and without prior notice.

### 3 CARDHOLDER'S DUTIES OF CARE

The Cardholder has the following duties of care:

#### 3.1 Signature

The Card must be signed on the reverse by using an indelible writing medium (e.g. a pen) as soon as it is received. The technology and thus the Card carrier are adapted to the latest standards. Cards without signature fields will meet the new standard in the future.

#### 3.2 Storage of the Card

The Card must be stored carefully at all times. Except for the intended use as a means of payment, the Card may in particular not be handed over to third parties or otherwise made accessible.

#### 3.3 Loss, theft and misuse of the Card

If the Card is lost, stolen or if there is any other risk that it may be misused, the Issuer must be notified immediately.

#### 3.4 Confidentiality of PIN code

The Cardholder is obliged to keep the PIN code secret at all times. The PIN code may not be passed on to third parties or recorded, even in encrypted form. The personally modified PIN code may not consist of easily identifiable combinations, such as telephone numbers, dates of birth or car registration numbers.

#### 3.5 Verification of the monthly bill and reporting of fraud

**If fraud or other irregularities are apparent in particular on the monthly bill, they must be reported to the Issuer by telephone immediately upon discovery. A written complaint must also be submitted no later than 30 days after the date of the relevant monthly bill, otherwise the monthly bill or the account statement shall be deemed to have been approved by the Cardholder. If the Cardholder receives a claim form, he must complete and sign it and return it to the Issuer within 10 days of receipt. In the event of a claim, the Cardholder is obliged to file a criminal complaint with the relevant police authorities, requesting a copy of the complaint.**

#### 3.6 Notification of changes

Any changes to the information provided in the application (name, address, mobile phone number and account changes as well as changes of the beneficial owner(s) or

nationality) as well as any significant deterioration in income or financial circumstances must be notified to the Issuer immediately in writing. In addition, the Issuer must be informed immediately if changed facts give rise to new tax liability outside Switzerland, particularly in the USA. Until receipt of a new address, notices from the Issuer to the last reported address shall be deemed to have been validly delivered.

### 3.7 Payment transactions on the Internet

If a payment method supported by the Issuer or the merchant is available with increased security (e.g. SecureCode or Identity Check from Mastercard), the Cardholder is obligated to use it.

### 3.8. Means of access

The Issuer may provide the Cardholder with personal Means of Access, e.g. access app, PIN code, SMS activation code (hereinafter "Means of Access"). These Means of Access enable the Cardholder to identify himself during the use of the Issuer's digital services and may only be used for the intended purpose. The Issuer may modify the personal Means of Access at any time. The Issuer is authorised to send the Cardholder confirmation and activation codes, which can be used once, to the mobile phone number provided to the Issuer for this purpose; we are unable to rule out the possibility that it may be possible for third parties such as network or service operators to draw conclusions about the banking relationship or to gain access to bank client information.

Any person who has successfully identified himself using the Cardholder's personal Means of Access shall be deemed authorised to issue binding instructions to the Issuer. In such case, the Issuer shall carry out the identity check with the standard of care customary in the business. Accordingly, the instructions received shall be deemed to have been issued by the Cardholder. The Issuer will be deemed to have properly performed its contractual obligations if it follows these instructions in the ordinary course of business.

### 3.9 Renewal

If the Cardholder does not receive his new Card at least 10 days before the expiry date of the previous Card, he must notify the Issuer immediately.

## 4 RESPONSIBILITY AND LIABILITY

### 4.1 Assumption of losses where there has been no fault on the part of the Cardholder

If the Cardholder has complied with the duties of care specified in section 3 and is not otherwise at fault, the Issuer shall bear any losses incurred by the Cardholder as a result of misuse of the Card by third parties or as a result of forgery or falsification of the Card by third parties. "Third parties" do not include closely related persons, relatives or persons otherwise associated with the Cardholder, such as life partners, authorised representatives and persons living in the same household as the Cardholder. Losses for which an insurance company is responsible, as well as any consequential losses of any kind, to the extent permitted by law, are not covered. In the event of any loss being assumed by the Issuer, the Cardholder must assign his claims arising from the event of loss to the Issuer.

### 4.2 In the event of a breach of the duties of care

A Cardholder who fails to comply with his duties of care shall be fully liable for all losses resulting from misuse of the Card until such time as a possible block is effective.

### 4.3 For transactions concluded with the Card

The Issuer disclaims any warranty or liability for the transactions concluded using the Card; in particular, any complaints regarding goods or services purchased as well as differences of opinion and claims arising from these legal transactions must be settled directly with the relevant POA. Nevertheless, Cardholders must still pay the full amount of the monthly bill by the due date.

### 4.4 If the Card is not accepted

The Issuer accepts no liability in the event that a POA refuses for any reason to accept the Card or if payment cannot be made with the Card for technical or other reasons. The same shall also apply in cases where the card cannot be used at an ATM, or if the card is damaged or rendered unusable by an ATM.

### 4.5 For additional Cards

The primary Cardholder shall be jointly and severally liable without limitation for all obligations arising from the use of the additional Card and undertakes to pay for them. Liability for losses arising from misuse by third parties or as a result of forgery or falsification are governed by Section 4.1.

### 4.6 Upon termination of the contractual relationship, recovery or return of the Card(s)

The right to use the Card, in particular also for telephone, correspondence or internet orders, shall expire, in any event, upon termination of the contractual relationship or after the return of the Card has been requested or it has been returned. Even after termination of the contract or after the return of the Card has been requested, the Cardholder is liable for any losses caused by him. Unlawful use of the Card may result in civil and/or criminal prosecution.

## 5 TERMS OF PAYMENT/FEEES

### 5.1 Options and description

The Cardholder is provided with an overview of the transactions on a monthly basis in a bill indicating the transaction and posting date, the POA and the transaction amount in the Card currency and, where applicable, in the transaction currency. The transaction date is also the due date. The Issuer may charge fees for sending the monthly bill by post as well as for deposits at the post office counter. The amount of the fees is governed by the applicable fee schedule. The following payment options are available to the Cardholder:

- a) payment of the entire net bill amount within 20 days of the bill date. For transactions effected during the current billing period, no interest accrues upon timely payment, and these amounts are therefore billed in the first bill without interest;
- b) LSV/Debit Direct: Direct debit of the bank or postal account specified in a separate order. If, in the case of LSV/Debit Direct, the debit is rejected by the

correspondent bank, the Cardholder must pay the outstanding bill amount by payment slip;

- c) payment in monthly instalments in accordance with the following payment and credit terms:

The minimum amount to be paid each month shall be determined by the Issuer and is indicated on the monthly bill. It is equal to at least 3% of the total outstanding monthly billed amount, but at least CHF 50.00. If the Cardholder avails himself of the option of partial payment, he shall be charged the contractually agreed annual interest on all billed amounts up to full payment to the Issuer. The interest is calculated from the relevant transaction date and shown separately in the next monthly bill and billed there along with the unpaid amount of the last monthly bill and the new withdrawals made since then. Partial payments shall be credited in respect of further interest from the date of receipt of payment. The Issuer may at its own discretion offset partial payments against individual outstanding amounts. The Cardholder may pay the entire outstanding amount at any time. If he exercises this right, no further credit interest shall be charged as of the date of receipt of payment. The Issuer may apply a reduced annual interest rate for transactions with certain POAs. The relevant applicable provisions on the reduced annual interest rate may be requested from Customer Service or accessed on the internet at [ikea.ch/creditcard](http://ikea.ch/creditcard).

### 5.2 Payment default

If the minimum amount is not paid by the date indicated on the monthly bill, the Cardholder shall be immediately in default upon expiry of this deadline without any requirement for a reminder and shall pay default interest in the amount of the contractually agreed annual interest retroactively from the relevant transaction date. Following the occurrence of the default, the Issuer shall be entitled to charge a fee for each bill or reminder until the outstanding amounts have been settled. In the event of repeated payment default, the Issuer shall be entitled, in the event it is unsuccessful in making contact in writing or orally, to send payment reminders to the Cardholder by text message and/or e-mail. This right of the Issuer exists irrespective of whether the Cardholder has consented to the use of electronic communication.

### 5.3 Exceeding the credit limit

Any outstanding amounts in excess of the credit limit must be settled immediately and in full.

### 5.4 Fees and other costs

The fees and other costs charged by the Issuer in connection with these Terms and Conditions and the use of the Cards shall be charged to the Cardholder in accordance with a separate fee schedule. The fee schedule forms part of these Terms and Conditions. The currently applicable fee schedule may be requested from Customer Service or accessed on the internet at [ikea.ch/creditcard](http://ikea.ch/creditcard).

### 5.5 Reimbursement of additional expenses

The Cardholder is obliged to reimburse the Issuer for all other expenses (e.g. debt enforcement costs) incurred by the Issuer in the recovery of claims due under this Agreement.

## 6 AMENDMENTS TO TERMS AND CONDITIONS

The Issuer reserves the right to amend these Terms and Conditions and the other terms at any time. Such changes shall be notified to the Cardholder in writing or electronically (e.g. in the e-service) and shall be deemed to have been approved unless the Cardholder terminates the Card within 30 days and returns it to the Issuer or continues to use it after notification.

## 7 DATA AND DATA PROTECTION

### 7.1 Privacy Statement

In addition to these provisions, the Cardholder shall take note of Issuer's Privacy Statement.

### 7.2 Obtaining information and documents, credit checks

The Issuer is authorised to obtain information in connection with the issue and use of the Card, e.g. from other companies of the Cembra Group (a current list can be found at [www.cembra.ch/gruppe](http://www.cembra.ch/gruppe), hereinafter "Group Companies"), banks, external credit bureaux, government agencies, the Central Office for Credit Information (ZEK), the Consumer Credit Information Office (IKO) or other agencies, as well as to forward reports to the ZEK, the IKO and to other agencies where required by law. The Cardholder acknowledges the right of the ZEK and the IKO to make such data available to its members. The Cardholder acknowledges the right of the ZEK and the IKO to make such data available to its members. The Cardholder agrees that the Issuer may also include the corresponding information, as well as any other data derived from the relationship with the Issuer, in its own credit database, and authorises the Issuer and all Group Companies to exchange the Cardholder's personal data amongst themselves for credit risk purposes and to process them for such purposes.

### 7.3 Telephone number display, recording of telephone calls, IVR and anti-fraud

The Issuer is entitled to contact the Cardholder, displaying its telephone number. The Issuer is entitled to record telephone conversations with the Cardholder. All information received will be treated confidentially. At the Issuer's option, telephone conversations may be conducted automatically via the interactive voice response (IVR) system or in person. As part of prevention or of measures against cases of fraud and misuse, the Issuer is further entitled to send warnings and notices to the Cardholder concerning credit limit overruns and the like via electronic means (in particular text and/or email). This right of the Issuer exists irrespective of whether the Cardholder has consented to the terms and conditions governing the use of electronic means of communication. The Cardholder is aware that third parties such as network and service operators may draw conclusions about the banking relationship and gain access to bank client information.

### 7.4 Data processing for marketing purposes

The Cardholder authorises the Issuer and the Group Companies to use his data from the relationship with the Issuer for marketing purposes and evaluations in Switzerland and abroad and to create profiles from the data. The Cardholder also agrees that his data

from the relationship with the Issuer may be used to send him/her information about the products and services offered by the Issuer, Group Companies and third parties to his postal address, email address or telephone number (e.g. text). The Issuer may instruct third parties to send this information. The Cardholder may refuse the use of customer data for marketing purposes at any time by notifying the Issuer in writing. If the Card bears the name or logo of a third party, the Cardholder authorises the Issuer to make this data (in particular, the full name, e-mail address and telephone numbers) available to the third party in order to carry out its marketing activities and to the partners engaged by the third party for this purpose.

#### **7.5 Data processing in connection with fraud prevention and profiling**

In the case of credit card transactions, the credit card number, the date and time of the transaction, the transaction amount, merchant information (name, ID, URL) and, where applicable, the IP address from which the Card sale was initiated are stored. These data are also processed and evaluated in order to create a user profile for the purpose of fraud prevention by specialised service providers in Switzerland or abroad on behalf of the Issuer.

The Cardholder authorises the Issuer and the Group Companies to exchange and process his personal data for fraud prevention purposes.

#### **7.6 Disclosure of data to insurance companies, cooperation partners and banks**

If the Card includes insurance or other services provided by cooperation partners, the Cardholder authorises the Issuer to disclose his data to such cooperation partners to the extent necessary for processing of an insurance contract, implementation and administration of the loyalty or value-added programme or the provision of other services associated with the Card. This may include customer and Card data as well as cumulative turnover figures. The details of the transactions are not transmitted. The partner companies use these data for documentation and management of their loyalty programmes and for marketing purposes. The partner companies become the owner of these data and use them on their own responsibility and in accordance with their own data protection rules. The Issuer is also entitled to transfer to the Cardholder's bank or to Swiss Post (for the postal account) the data necessary for the processing of direct debits (LSV/Debit Direct). This expressly excludes data containing details of purchases and cash withdrawals. The Bank/Swiss Post is authorised to notify the Issuer of changes to customer data.

#### **7.7 Outsourcing of data processing**

In accordance with its Privacy Statement, the Issuer may partially outsource its services to third parties, in particular in the areas of handling business processes, IT security and system control, market research, the calculation of business-relevant credit and market risks as well as the administration of contractual relationships (e.g. application and contract processing, collection, communication with the Cardholder). The Cardholder agrees that the Issuer may for this purpose disclose, transfer to, and arrange for the processing of its data by, third parties in Switzerland and abroad.

#### **7.8 Data processing abroad**

In accordance with its Privacy Statement, the Issuer is entitled to have data processed also in countries whose legislation does not guarantee adequate data protection.

#### **7.9 Confidentiality of data processing**

If the above-referenced third parties are not subject to bank-client confidentiality, the data will only be disclosed if the recipients of the data have undertaken in advance to preserve bank-client confidentiality and maintain data protection.

#### **7.10 Waiver of Bank Client Confidentiality**

The Cardholder expressly waives bank-client confidentiality with regard to the data processing pursuant to Sections 7.2 to 7.9 above.

### **8 BANK DIGITAL SERVICES**

The Issuer may offer the Cardholder digital services (hereinafter "Cembra digital services"). Access to Cembra digital services and the related functionalities is only possible after the Cardholder has identified himself to the Issuer using his personal Means of Access (see section 3.8). The Issuer may provide the Cardholder with additional terms and conditions for the use of Cembra digital services in electronic form after successful identification. Cembra digital services include, but are not limited to, downloading, installing and/or using apps that may contain references to third parties (e.g. network operators, telephone or computer manufacturers) or the use of unencrypted communication channels (e.g. text messages). These are associated with certain risks, in particular: Disclosure of the banking relationship to third parties; manipulation or falsification of information; misuse due to manipulation by malware or fraudulent use in the event of loss of the device. By using Cembra digital services, the Cardholder accepts, in particular, the foregoing risks and, where applicable, the separate Terms and Conditions of Use.

### **9 ASSIGNMENT OF RIGHTS UNDER CONTRACT AND SECURITISATION**

The Issuer may offer the contractual relationship or its rights under the contractual relationship, e.g. in the context of an assignment of receivables and/or securitisation (securitisation of receivables), in whole or in part, to third parties in Switzerland and abroad for transfer or transfer them to third parties in Switzerland and abroad. It may provide the data relating to the contractual relationship to such third parties at any time. The Cardholder expressly waives bank-client confidentiality in this regard.

### **10 WAIVER OF SET-OFF**

The Cardholder waives the right to offset any claims he may have against the Issuer against his obligations to the Issuer.

### **11 GOVERNING LAW**

**The legal relationship between the Cardholder and the Issuer in connection with the use of the Card is governed by Swiss law. Jurisdiction and venue for disputes is governed by the mandatory statutory provisions. To the extent these do not apply, the place of performance, jurisdiction and, for Cardholders domiciled abroad, the place of debt enforcement shall also be Zurich 1. The Issuer shall be entitled to take legal action against the Cardholder before any other competent court in Switzerland or abroad.**