

Terms and Conditions of Use for the Mastercard MyDesign of Cembra Money Bank

(hereinafter the “Bank”)

1 ADJUSTMENT OF INDIVIDUAL IMAGE DESIGNS

1.1 In the context of reapplying for or exchanging a credit card, the Customer may choose an individual design as an alternative to the bank-standard design. In this respect, the Customer shall bear sole liability towards the Bank and third parties for the image content. This liability relates to all designs that the Customer adjusts on the internet using its identifier, or disseminates in any way. In order to generate the card with a self-selected design, the Client must use the internet-tool provided by the Bank. This will be made available in the online card-application system when re-applying for or replacing a credit card.

1.2 When selecting the design, the Customer must comply with the statutory provisions (e.g. the provisions of the Swiss Criminal Code (Strafgesetzbuch), legislation for the protection of minors, data protection law, copyright law, trademark law, competition law, privacy law, etc.). In addition, the Bank’s rules for the inspection and validation of designs (section 6) must be complied with.

1.3 In order to ensure that the printed designs are of perfect quality, the selected designs must be compliant with the following guidelines:

- Permitted image formats: JPEG (*.jpg, *.jpeg), bitmap (*.bmp), GIF (*.gif) or TIFF (*.tiff)
- maximum file size: 10.0 MB
- we recommend a resolution of at least 1050 x 672 pixels at 300 dpi.
- No large single-coloured areas

Failure to comply with the above specifications may result in a loss of quality during printing. If possible during the image-upload process, the Bank will provide appropriate early guidance in the course of the image-processing procedure itself.

2 INFRINGEMENT OF THIRD-PARTY RIGHTS

2.1 In providing the designs, the Customer confirms to the Bank that the production and use of the credit card will not infringe any copyrights, trademark rights, competition rights or other rights of third parties. In particular, the Customer confirms that he/she is authorised or entitled to use the design as image content for the Mastercard MyDesign, that he/she holds all the rights necessary for storage of the relevant data and that he/she is authorised to grant the Bank the rights necessary for the production of the Mastercard MyDesign. The Customer shall bear sole responsibility for any and all consequences arising from any infringement of these rights.

2.2 In the event of an infringement of third-party rights, the Customer shall be exclusively and directly liable to the third party. The Customer shall be liable for any infringement of third-party rights resulting from use of the image content on the Mastercard MyDesign; he/she shall indemnify the Bank against all third party claims, including any additional costs incurred.

3 INSPECTION OF IMAGE CONTENT, REPLACEMENT DESIGN AND STANDARD DESIGN

3.1 The Bank may, but need not, inspect the designs provided by the Customer in his/her order in order to verify their compatibility with applicable law and these terms and conditions. If, in the opinion of the Bank, elements of a design, or the entire design provided with the Customer’s order violate applicable law or these terms and conditions, or otherwise prejudice the legitimate interests of the Bank or third parties, the Bank may decline to use the designs for production.

3.2 The Bank shall inform the Customer of the design’s rejection in writing or in text form (e.g. at the email address or SMS provided by the Customer), without stating reasons. The rejected design shall be destroyed by the Bank immediately upon rejection.

3.3 If an image submitted by the Customer is rejected by the Bank, the order will not be executed. The Customer will have a period of 5 days in which to resubmit the order with a new image. If the Customer fails to exercise this option within the specified period, the Bank shall be entitled to assign the standard design to the Customer and issue the card with this design.

4 DATA SECURITY AND DATA PROCESSING

Data provided to the Bank by the cardholder for the purposes of creating the credit card as a design (My Design) card (design, size and format of the design, as well as application data) shall be used by the Bank exclusively for the production of the said card. The Bank or service providers engaged by the Bank shall store the image for the purposes of repeat production, e.g. for routine replacement of the card after its expiry date. The Customer may request deletion of the stored image at any time. In such case, the standard design will then be used for subsequent card replacements. The Customer confirms to the Bank that he/she grants the Bank the full rights necessary for data storage and data production. Furthermore, sections 6.3 – 6.7 of the Standard Terms and Conditions shall apply to data processing.

5 COMPLAINTS

The Bank does not give any guarantee that the colours of the designs will correspond to the original image files. Colour differences will not be accepted as a complaint. Furthermore, no complaints that result from a defective quality (e.g. resolution) of the original image files (see paragraph 1.3.) will be accepted.

6 RULES FOR THE INSPECTION AND VALIDATION OF DESIGNS

The Customer may not use images with objectionable, offensive, sexual or racist content; in particular, the following content / types of image may not be used:

- Trademarks, logos, slogans, company names, third party materials protected by special law
- Advertising materials, branded products
- Famous persons, actors, musicians, sportspeople, cartoons, politicians
- Banknotes, coats of arms and national emblems
- Telephone numbers, addresses, URLs, account or PIN numbers
- Sexual, violent or other types of objectionable content
- Naked or semi-naked pictures, obscenities
- Religious and blasphemous content (profanity)
- Alcohol, tobacco or weapons
- Political content
- Content that may result in a risk of deception or confusion with other credit cards

7 FEES

The Customer will be charged a fee of CHF 30.00 for creating the credit card with the Customer’s own design. If the standard design is assigned due to a rejection of the Customer’s own design, or if the Customer chooses the standard design, the Bank will not charge any fee.