

Special Terms and Conditions for the Use of Cards in Mobile Payment Solutions

1. Scope of Application

1.1 These Special Terms and Conditions ("Terms") govern the use of debit, credit, or prepaid cards ("Card") provided by ALPCAPS (the "Company") in Mobile Payment Solutions offered by third parties.

1.2 These Terms form part of the existing agreements and conditions between the Cardholder and the Company related to the Card and the linked account (the "Account"). Definitions used in these Terms are consistent with those in existing agreements unless otherwise stated

2. Mobile Payment Solutions

2.1 Mobile Payment Solutions enable the Cardholder to make payments using an electronic wallet on compatible mobile devices (the "Mobile Payment Solutions"). These services are offered by third parties ("Providers") under their own terms and conditions. Transactions are authorized per the Provider's requirements, such as entering a code or using biometric verification.

2.2 The Company is not the Provider of these Mobile Payment Solutions but facilitates the integration of the Card into these services, allowing the Cardholder to use their Card through the Mobile Payment Solutions, provided the Cardholder meets the necessary conditions (e.g., possession of a compatible device).

2.3 By initiating transactions via Mobile Payment Solutions, the Cardholder authorizes the Company to debit the Account accordingly.

2.4 The Cardholder acknowledges that the Provider may modify, suspend, or withdraw the Mobile Payment Solutions at its discretion.

2.5 The Company does not guarantee the functionality of Mobile Payment Solutions and is not liable for any damage or loss arising from their use.

3. Card Activation and Data Processing

3.1 Only Cards issued in the Cardholder's name may be used in Mobile Payment Solutions. The Company reserves the right to refuse or restrict the activation of Cards for such services at its discretion.

3.2 The Company and the Provider act as independent entities and data controllers concerning the processing of the Cardholder's personal data. The Provider collects and processes data, including Cardholder and Card details, under its own privacy policies, which may differ from the Company's. Such processing may occur within or outside Switzerland, including in jurisdictions with lower data protection standards.

3.3 By activating their Card in a Mobile Payment Solution, the Cardholder consents to the transfer of their personal data by the Company to the Provider, including data transferred to countries such as the United States. The Cardholder acknowledges that the Company has no control over the Provider's data processing activities and accepts no responsibility for them. Any objections to the Provider's data use must be directed to the Provider.

3.4 Additional details on the Company's data processing practices can be found in the privacy policy applicable to the Account.

3.5 All decisions regarding transactions must be based on the client's own judgment of their financial and tax situation, as well as investment goals. Clients must not rely solely on AlpCaps's information but should use their discretion and understanding of the risks involved.

4. Amendment and Termination

4.1 The Company reserves the right to amend these Terms at any time. Amendments will be communicated to the Cardholder per the conditions applicable to the Account. The Cardholder's continued use of Mobile Payment Solutions following notification of amendments constitutes acceptance.

5. Applicable Law and Jurisdiction

5.1 These Terms are governed exclusively by Swiss substantive law, excluding conflict of laws provisions.

5.2 The exclusive place of performance and jurisdiction for disputes arising under these Terms is Fribourg, Switzerland. However, the Company retains the right to initiate legal proceedings in the Cardholder's jurisdiction of residence or any other competent jurisdiction. Swiss substantive law will apply in all cases.