

## SPECIAL TERMS AND CONDITIONS FOR CUSTOM-DESIGN OF BUSINESS CARDS

These Terms and Conditions apply to the customisation of business cards (hereinafter "Cards") of card issuers (hereinafter "Issuers") who have access to the services offered by Viseca Payment Services SA (hereinafter "Viseca") in these Terms and Conditions. The Cards are issued in the name of the company transmitted by the Issuer to Viseca.

### 1. Customised Card design

The company that applies for Cards from an Issuer may use the card design tool provided by Viseca to customise the Cards. The card design tool is available on the web at [www.upload-picture.ch](http://www.upload-picture.ch)

The card design tool gives the Company the option of customising the front of the credit card with personal photos, company logos or any images (hereinafter "Images") within a predefined grid, taking account of the present Terms and Conditions. As part of the design process the Company may upload the desired Image via the card design tool, process and create the design of the card. Customisation of the back of the Card is not possible.

### 2. Requirements for the choice of Image

For all design elements used by it in customising the Card, including the chosen Images, logos, signs or other design elements, the Company must observe and comply with the legal framework conditions, in particular the existing rights of third parties (trademark, copyrights, design rights etc.) as well as the Image Guidelines in the Annex to these Terms and Conditions. These include in particular the following duties:

- a) The ownership rights, rights of proprietary rights to the Image or to the customised Card are governed by the terms and conditions of the Issuer.
- b) The Company grants Viseca the unlimited, non-transferable, non-exclusive, free of charge and irrevocable, worldwide right to use both the Image and the data provided by the Company for the purpose of issuing the customised Card for the Company as well as for the necessary storage, modification and creation of copies of the Image.
- c) With the exception of the Image used for customising the Card, all intellectual property and property rights to the Card design tool remain vested in Viseca. Absent the express prior written consent of Viseca, the Company shall not use or reproduce the Image for any other purpose.
- d) The Company declares that it has read the Image Guidelines in the Annex to these Terms and warrants that it shall submit only images that comply with this Policy.
- e) The Company warrants that it has used its best efforts to prevent the electronically submitted Images from containing computer viruses or other harmful software.
- f) The Company shall indemnify and hold Viseca harmless in respect of any claims or losses incurred as a result of the use and reproduction of the Image on

the customised company Card or in connection with the storage, modification, copy or use of the Image.

- h) The liability of Viseca in connection with the customisation options of Cards is limited vis-à-vis the Company to reimbursement of any fees incurred. Viseca shall not be liable to the Company for any loss, damage, claims or costs of any kind in connection with the Company's customised Card.

### **3. Technical requirements**

In order to ensure an appropriate print quality of the Image on the customised Cards, the following technical requirements must be met:

Background picture

- Minimum size: 800 x 600 Pixel, 300 DPI
- Maximum permitted file size: 10 MB
- File formats: JPEG (.jpg), GIF, PNG or Bitmap (.bmp)

Logo

- Minimum size: 220 x 220 Pixels
- Maximum permitted file size: 10 MB
- File formats: JPEG (.jpg), GIF, PNG or Bitmap (.bmp)

Viseca may reject or delete Images that do not meet the requirements of these Terms and Conditions at any time. Viseca declines any responsibility for the quality of the Image uploaded by the Company and is also not under any obligation to improve the quality or to correct its positioning.

### **4. Right to refuse/delete Images**

Viseca the Issuer reserves the right not to accept or use the submitted Images or to refuse to issue a customised Card for the Company. In addition, Viseca reserves the right to prohibit the use of the customised Cards at any time and to demand their return if the Image is later found to be unlawful. Images that violate the guidelines of the card organisations or Viseca guidelines for the use of images will be rejected by Viseca or immediately deleted.

### **5. Prices for customised Cards**

The current prices communicated by the payment card Issuer shall apply.

### **6. Miscellaneous provisions**

Viseca retains the right to amend these GTCs at any time. The current version of these GTCs is available on the internet at [www.upload-picture.ch](http://www.upload-picture.ch). The Company hereby agrees that Viseca has thus informed the Company in a timely manner of amendments. If, as a result of such amendments, an Image on the customised Cards no longer complies with these Terms and Conditions or the Image Guidelines, Viseca reserves the right to prohibit the further use of these customised Cards with immediate effect and to replace them with neutral Cards. The contractual relationship pursuant to these Terms and Conditions shall be governed by Swiss law. Exclusive jurisdiction for all proceedings is vested in the courts of Zurich. The place of performance and debt enforcement for clients not domiciled in Switzerland is Zurich.

## ANNEX - IMAGE GUIDELINES

The non-exhaustive motifs listed below may not be used for the customisation of Cards:

1. sexual motifs of any kind
2. political motifs of any kind
3. racist/discriminatory motifs of any kind
4. religiously objectionable motifs of any kind
5. advertising of any kind\*
6. portrait of an adult intended to facilitate identification, including one of the Cardholder
7. self-promotion of any kind
8. copyrighted motifs of any kind\*
9. protected trademark names/signatures, including abbreviations, a cronyms and/or symbols of any kind\*
10. customer advertising, including telephone numbers or services of any kind (e.g. value-added service numbers such as 0900 numbers)
11. well-known personalities/musicians/sportspeople/entertainers/public persons etc. of any kind\*
12. declarations of affiliation to groups which qualify as "socially unacceptable", including scenes, names or symbols
13. motifs of any kind that could lead to confusion in card acceptance by merchants
14. motifs of any kind which could lead to card fraud
15. any graphic design elements that could reflect badly on the card organisation, the Issuer or Visa or cause hostility

**\*The foregoing restrictions do not apply to the use of Company images, copyrighted materials, brand names of products/services, including abbreviations, acronyms and/or symbols of any kind, trademarks, personalities or names, provided they are legally owned by the Company or the Company has a valid licence to use them in accordance with this Agreement.**

Visa reserves the right to change, adapt or deviate from these Guidelines at any time or to list other prohibited image motifs at any time.