

LUNCH-CHECK CARD
Terms and conditions for
affiliated restaurants

(hereinafter referred to as "Partners")

1. THE CONTRACTING PARTIES / CONCLUSION OF CONTRACT
 - 1.1. Swiss Lunch-Check (hereinafter referred to as "SLC") is a cooperative under Swiss law. It offers its members, generally commercial establishments in the restaurant and catering sector, a system of alternative payment methods, in particular Lunch-Checks, Lunch-Check cards and gift cards, which may be used by diners to pay for the food and drink consumed at member restaurants.
 - 1.2. The Partner runs one or more restaurants and wishes to affiliate these establishments to the Lunch-Check card system of SLC in accordance with the terms of this contract.
 - 1.3. To be eligible for affiliation to the SLC Lunch-Check card system, the Partner must be a member of the Swiss Lunch-Check Cooperative and must agree to the terms of this contract. Such agreement is deemed to have been given upon notification of the terminal identification number (TID) to SLC, but at the latest upon first acceptance of a Lunch-Check card.
2. SLC PAYMENT METHODS
 - 2.1. Lunch-Check card
The Lunch-Check card (hereinafter "LCC") is a debit card on which credit can be loaded up to a maximum amount of CHF 3,000.00, enabling the cardholder to pay for meals with/without drinks consumed at the restaurants of Partners which are Swiss Lunch-Check members by debiting the amount due from the value stored on the LCC.
 - 2.2. Gift card
Lunch-Check cards can also be issued as gift cards. The same conditions apply to gift cards as to the Lunch-Check card.
3. ACCEPTING THE LUNCH-CHECK CARD
 - 3.1. The Partner wishes to benefit from the advantages of the Lunch-Check card by using the system; in return, the Partner undertakes to accept the Lunch-Check cards issued by SLC as a means of payment for meals with/without drinks.
 - 3.2. This obligation to accept the Lunch-Check card applies to all restaurants run by the Partner (hereinafter also referred to as "Acceptance Points"). The rights and obligations pursuant to this contract in respect of the Lunch-Check card apply equally to all of the Partner's Acceptance Points.
 - 3.3. The list of Acceptance Points includes exact address details, terminal IDs, payment information and the point of contact for each acceptance point. It can be updated at any time upon simple written notification from the Partner.
 - 3.4. Additional Acceptance Points, new card terminals and the replacement of existing card terminals must be notified to SLC for the purposes of activation.
4. LUNCH-CHECK CARD FEATURES
 - 4.1. The Partner is obliged to accept the Lunch-Check Card for payment at any time. The card terminal checks the authorization and refuses the card outside the allowed time.
 - 4.2. For security reasons, the cards come with a daily spending limit. The standard limit is CHF 100.00, but this can be increased or reduced in the system by the cardholder. If the amount due exceeds the daily limit, the Acceptance Point will collect the amount exceeding the daily limit by a means of payment other than the Lunch-Check card.
 - 4.3. Under no circumstances may the Acceptance Point pay out cash to the cardholder and charge it to the Lunch-Check card.
5. USING THE LUNCH-CHECK CARD
 - 5.1. Depending on the type of card (blue or red), the cardholder can use the Lunch-Check card at the specified times to pay for meals with/without drinks up to the daily limit.
 - 5.2. The cardholder can pay part of the amount owing with another means of payment and the remaining part with the Lunch-Check card.
 - 5.3. The Partner and/or Acceptance Point is not obliged to verify the cardholder's authorisation. However, in obvious cases of misuse, the Acceptance Point is obliged to refuse acceptance of the Lunch-Check card as payment and to inform SLC.
 - 5.4. Following use of the card, the Acceptance Point must provide the cardholder with the customer copy of the slip printed by the terminal, if any.
6. CREDIT ACCOUNT OF PARTNER
 - 6.1. SLC maintains a credit account for the partner, to which it credits the sale of food and drink paid for by Lunch-Check card. At the express request of the Partner, an individual credit account can be set up and credited for each of the Partner's Acceptance Points.

- 6.2. When diners at the Partner's restaurant pay for food and drink with the Lunch-Check card, the Lunch-Check card is to be debited via the card terminal with, at most, the amount owing for the food and drink consumed (without tips) or with a smaller amount determined by the diner.
- 6.3. At the same time as the Lunch-Check card, i.e. cardholder's credit balance, is debited, the corresponding amount is credited to the Partner's credit account minus the applicable SLC administration costs (currently: 1.25%).
- 6.4. The Partner's credit account does not earn interest.

7. STATEMENTS

- 7.1. The Partner will receive a statement from SLC by the 10th working day of the following month for each Acceptance Point for which a credit account is maintained, detailing all the amounts paid for food and drink in the previous month (calendar month) by Lunch-Check card and credited to the credit account minus administration costs.
- 7.2. At the Partner's request, weekly statements (Mon-Sun) can be produced.
- 7.3. The statements are to be checked by the Partner immediately. Questions or objections are to be submitted to SLC in writing - at least by e-mail - within 10 days of receipt of the statement, giving the reasons and providing the respective evidence, otherwise the statement will be considered approved.

8. PAYMENTS TO THE PARTNER

- 8.1. SLC transfers the amount owing to the Partner or Partner's Acceptance Points in accordance with the monthly statement for the previous month to the postal or bank account notified by the Partner, free of all charges, by the 10th working day of the following month.
- 8.2. In the case of weekly statements, payment will be made on the Wednesday of the following week.
- 8.3. Should additional amounts be owing to the Partner as a result of objections on the part of the Partner, these will be paid out separately.
- 8.4. SLC guarantees the reimbursement of authorised payments.

9. HARDWARE

- 9.1. The Lunch-Check card can be used at all the customary credit card terminals (ep2 standard).
- 9.2. Activation of each individual Acceptance Point of the Partner on the Lunch-Check card system is performed free of charge for the individual Acceptance Points of the Partner by SLC or by a specialist engaged by SLC.
- 9.3. The Partners and their Acceptance Points will take all suitable measures to protect their card terminal from misuse and unwanted manipulation. Partners will inform SLC immediately of any misuse that takes place and if card terminals change hands.

10. LIABILITY

- 10.1. SLC is not responsible for the operation of the hardware and/or failures or interruptions in the transmission of data from the Partner's hardware to the SLC server or billing/settlement system.
- 10.2. SLC disclaims all liability for damage incurred by the Partner as a result of interruptions of service or technical defects of the Lunch-Check card system (hardware, software or data transmission).
- 10.3. SLC is liable to the Partner for all direct damage which the Partner incurs as the result of an intentional or grossly negligent breach of contract by SLC. All other claims for damages by the Partner are excluded.

11. CONFIDENTIALITY AND DATA PROTECTION

- 11.1. SLC and the Partner mutually undertake to treat all non-public information in connection with the use of the Lunch-Check card as confidential.
- 11.2. SLC and the Partner also undertake to protect all personal data of the cardholder, unless such data is required to be exchanged or disclosed for the purposes of processing and settling transactions or to investigate card misuse.

12. TERMINATION

- 12.1. Either contracting party may terminate this contract by means of registered letter, by giving 60 days' notice as of the end of any month.
- 12.2. If the Lunch-Check card is misused by the Partner or Partner's Acceptance Point, SLC may terminate the contract immediately and discontinue the connection between the Partner's card terminal and the SLC server.

13. CHANGES AND ADDITIONS

- 13.1. SLC may amend or supplement the terms and conditions of this contract at any time with 90 days' prior notice. The Partner will be informed accordingly. The latest and binding version of the terms and conditions can be consulted and downloaded at www.lunch-check.ch/en/caterers/termsandconditions. They are deemed to have been accepted upon first acceptance of a Lunch-Check card.

14. APPLICABLE LAW / JURISDICTION

- 14.1. This contract is exclusively subject to Swiss law.
- 14.2. The ordinary courts of Zurich have sole competence to handle disputes arising from or in connection with this contract.
- 14.3. These terms and conditions have been drawn up in German, French, English and Italian. In case of discrepancies, the German version shall be binding.