

Agreement to pay by instalments

Agreement to pay by instalments for Viseca Card Services SA cardholders (valid exclusively for the payment method "Payment slip with option to pay by instalments") between Viseca Card Services SA, Hagenholzstrasse 56, P.O. Box 7007, 8050 Zurich, Switzerland (hereinafter referred to as "Viseca") and the Cardholder using the option to pay by instalments.

1. Conclusion of the Agreement to pay by instalments

By signing this Agreement to pay by instalments/credit card application, the Cardholder acknowledges and accepts the provisions set out below concerning the option to pay his/her monthly credit card bills ("monthly bills") by instalments. The Agreement to pay by instalments enters into effect as soon as the Cardholder has received a copy thereof signed by Viseca. The Cardholder will be sent this copy of the Agreement to pay by instalments subject to a positive outcome to the creditworthiness check described in Section 5 below. The Cardholder will be informed in writing of his/her personal credit limit. This notification will subsequently form an integral part of the present Agreement to pay by instalments. The Cardholder retains the right to cancel the Agreement pursuant to Section 6 below.

2. Option to pay by instalments, credit limit and interest rate

By concluding this Agreement to pay by instalments, Viseca grants the Cardholder the option of settling his/her monthly bills in instalments, within his/her personal credit limit. The outstanding portion of any monthly bill, together with any new charges effected using the card, may not exceed the agreed credit limit. The credit interest charged on outstanding amounts corresponds to an annual interest rate of 12%. Viseca may at any time adapt the annual interest rate, in particular if the maximum interest rate (according to Art 1. VKKG) changes. The Cardholder will be appropriately informed of any change (e.g. on the monthly bill). As per the provisions in Section 4 below, credit interest is payable on outstanding amounts up until the date on which payment is received. No compound interest will be charged.

3. Using the credit limit, minimum monthly payment and repayment

This Agreement to pay by instalments entitles the Cardholder to repay the billed amount in instalments. The minimum monthly payment is indicated on the monthly bill and is at least 5% of the total balance outstanding on the monthly bill but no less than CHF/EUR/USD 100 plus unpaid fees and charges, unpaid interest, instalments in arrears and amounts which exceed the credit limit. The Cardholder may repay the entire outstanding amount at any time.

4. Interest payment obligation and late payment

The Cardholder exercises the option to pay by instalments by paying at least the minimum amount (cf. Section 3), but not the total invoiced amount, within the deadline given on the monthly bill. In such cases, credit interest will be charged monthly at current account rates from the first day following the billing date (cf. Section 2). Should all or part of the minimum amount indicated on the monthly bill (cf. Section 3) remain unpaid by the deadline which is also indicated on the monthly bill, the Cardholder will be in default in respect of this amount. The interest rate on arrears corresponds to the currently valid annual interest rate.

5. Creditworthiness and credit information

The creditworthiness check will be performed on the basis of the information stated by the Cardholder on the card application concerning his/her asset and income situation, as well as on the clarifications that are required to be carried out by law with offices such as the Information Office for Consumer Credit (IKO). In addition, Viseca is entitled to obtain information from official public bodies and from the Central Office for Credit Information (ZEK) and to notify the ZEK and/or the IKO of the conclusion and termination of this Agreement and, in the event of the card being blocked, serious payment default or fraudulent use of the card, to also contact the legally authorised bodies, such as the IKO or the ZEK, to obtain information and to report to them. The Cardholder acknowledges and accepts that the ZEK or other legally authorised bodies such as the IKO may make such information available to their members. The granting of credit is prohibited if it may lead to overindebtedness on the part of the Cardholder.

6. Cancellation and termination

The Cardholder is entitled to cancel this Agreement to pay by instalments in writing within 14 days of receiving the copy thereof signed by Viseca. Moreover, this Agreement to pay by instalments will become null and void upon cancellation of the Credit Card Agreement, without any further action being required on the part of the Cardholder or Viseca. The present Agreement to pay by instalments may be terminated separately by the Cardholder or Viseca at any time with immediate effect. The separate termination of this Agreement to pay by instalments by either the Cardholder or Viseca terminates the option to pay by instalments only. The underlying Credit Card Agreement, including all rights and obligations, remains unchanged. The lawful termination of this Agreement to pay by instalments results in all outstanding sums falling due for immediate payment.

7. Applicable law

The legal relationship between Viseca and the Cardholder in connection with this Agreement to pay by instalments is governed by Swiss law. For Cardholders resident in Switzerland, statutory regulations govern the place of jurisdiction, place of performance and place of debt collection. For Cardholders resident abroad, the place of performance, place of jurisdiction and place of debt collection is Zurich, Switzerland. Viseca reserves the right to take legal action against the Cardholder before any competent court in Switzerland or abroad.

8. Special provisions

Changes or additions to the present Agreement must be made in writing. The latest version of the "Conditions for the Use of the Credit Cards Issued by Viseca Card Services SA", a copy of which the Cardholder has received, also applies. You will receive an unabridged copy of the General Terms and Conditions with your credit card; if so desired, they can be viewed in advance at www.viseca.ch or ordered by calling +41 (0)58 958 84 00. In the event of discrepancies, the provisions of the present Agreement to pay by instalments shall prevail. By signing this Agreement to pay by instalments, the Cardholder confirms that he/she acknowledges and accepts the aforementioned Terms and Conditions.