



## Terms and Conditions for Employers (hereinafter referred to as the „Customer“)

### 1 GENERAL

- 1.1 The Lunch-Check card (LCC) issued by the Swiss Lunch-Check Cooperative (SLC) is a debit card which enables the cardholder to pay without cash for the food and drink consumed (meals with/without drinks) in a restaurant or catering establishment affiliated with SLC, up to a daily limit and based on the available credit balance.
- 1.2 With the LCC, SLC offers all private and public-sector employers a system that enables them to provide their employees with a credit balance for the consumption of meals that, up to the amount of CHF 2,160.00 each year (employer's share), is exempt from compulsory social security contributions.

### 2 APPLICATION AND CARD ORDERING

- 2.1. SLC provides the customer with a login for the SLC employer portal. The Customer agrees to these Terms and Conditions with the first use of the login. The login enables the Customer to apply for a Lunch-Check card for each employee. To this end, the Customer must enter at least the first and last name, date of birth (for unique identification of the cardholder in case of loss) and a personnel number in the employer portal. A home address must also be provided if the Customer wishes the card to be sent directly to the employees (for a fee). The Lunch-Check card can be used without limit of time or with restricted validity according to the employer's specifications.
- 2.2. If the application is approved by SLC, the card is issued in the name of the employee provided in the application and delivered to the employer or directly to the employee's home address. For each card number, a corresponding, individual card account is set up to which the respective credits are posted.

### 3 LOADING THE CARD

- 3.1. Using the employer portal, the Customer transfers a freely selectable amount to the employee's card account at freely selectable intervals or in real time. For security reasons, the card account can only be loaded up to a maximum of CHF 3,000.
- 3.2. When the Customer makes a transfer to the employee's card account, the employee's Lunch-Check card will be loaded with the corresponding amount on the requested value date or immediately (subject to section 3.5).
- 3.3. The Customer can at any time load additional amounts to the employee's card account, up to the maximum amount of CHF 3,000.
- 3.4. The Customer is responsible for the transmission and accuracy of the desired top-ups as well as for compliance with the statutory provisions.
- 3.5. SLC reserves the right to load the card manually, i.e., after verification by SLC, for example, for new customers or if the customer defaults on payment.

### 4 BILLING THE AMOUNTS LOADED TO CARD ACCOUNTS

- 4.1. Customers will be invoiced for the amounts loaded to the card accounts on a weekly (default) or monthly basis or after loading.
- 4.2. Billing details can be viewed in the employer portal and checked by employee and cost centre.
- 4.3. Invoices are usually issued with a payment term of 30 days. SLC reserves the right to require prepayment for defaulting customers and new customers.

### 5 DRAWING CREDIT / USING THE LUNCH-CHECK CARD

- 5.1. Employees may only use the available credit balance for full or partial payment of meals in combination with/without drinks in a catering establishment affiliated with SLC.
- 5.2. Cardholders are able to check their card balance.
- 5.3. Cardholders have access to a private portal called „mylunchcheck.ch“ where they can view all credit balances, account settings (such as daily limits) and purchases.
- 5.4. In case of theft / loss cardholders may at any time block their card or card account via mylunchcheck.ch or the hotline on 0848 202 848. Cardholders can apply for a replacement card against payment of a fee.
- 5.5. With the first use of the card, cardholders agree to the General Terms and Conditions that can be found at lunch-check.ch/en/GTC.
- 5.6. Under no circumstances may the employee or Customer request that the credit balance be paid out in cash.
- 5.7. The credit balance does not earn interest.

### 6 COSTS

- 6.1. The first card for all employees is free of charge for the Customer, section 2.1 being reserved. No annual fees will be charged. To qualify, the Customer must agree to pay its contributions towards the cost of staff meals through Swiss Lunch-Check for at least 18 months. For shorter contribution periods, the card and shipping costs for all cards issued until that date will be charged.
- 6.2. Fees will only be charged for replacement cards and additional services (registration and top-ups performed by SLC, direct delivery of the cards to employees, restricted validity cards etc.).

### 7 DATA PROTECTION

- 7.1. SLC undertakes to protect all personal data of the Customer's employees, unless such data is required to be exchanged or disclosed for the purposes of processing and settling transactions or to investigate card misuse.
- 7.2. The date of birth is used to clearly identify the legitimate cardholder in case of loss / theft.
- 7.3. In compliance with privacy and data protection laws, the Customer is not provided with access to information regarding the status of its employees' card accounts.

### 8 JURISDICTION / APPLICABLE LAW

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

Swiss Lunch-Check Cooperative  
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