



## Data Privacy Statement

### 1. Scope

With respect to obtaining, storing, using, and all other forms of processing personal data, Credit Suisse (Switzerland) Ltd. (hereinafter referred to as the “Bank”) is subject to Swiss data protection legislation (in particular, the Swiss Data Protection Act and the Ordinance on the Data Protection Act) and other applicable laws. This data privacy statement governs data processing and data flows when using the Credit Suisse TWINT app.

### 2. Registering for the Credit Suisse TWINT App

In order for the Client to be able to participate in the TWINT system and make payments, he/she must be registered with TWINT. For this purpose, the telephone number of the device used for the Credit Suisse TWINT app and the Client's date of birth are sent to TWINT AG. In order to be able to process the Client's payments in the TWINT system, the Client must also be entered in the TWINT system when registering for the Credit Suisse TWINT app. The Client has the option of taking advantage of added-value services. If the Client chooses to take advantage of third-party offers (opt-in) (see [Section 9](#) below), the following additional data will be transferred to TWINT AG: Client's name, address, and gender.

### 3. Making Payments with the Credit Suisse TWINT App

If the Client would like to initiate a payment at a POI (point of interaction) in a shop (physical or online) (hereinafter referred to as a “business”) via the Credit Suisse TWINT app, a connection is made in the TWINT system between the Client's Credit Suisse TWINT app and the corresponding business.

The specific connection between the POI and the Credit Suisse TWINT app varies, depending on the type of POI as follows:

a) In a physical business:

- via a TWINT terminal, a technical device at the POS (point of sale), which establishes a connection with the Client's mobile device or the Credit Suisse TWINT app; or
- by entering a code displayed at the POS or scanning a QR code;

b) Online: by entering a code displayed in the online shop or scanning a QR code;

c) At vending machines: The specific steps for establishing a connection are the same as for a physical business (see point a) above).

The POI informs the TWINT system what amount is to be debited. The TWINT system then sends a request for payment to the Client's Credit Suisse TWINT app. The Client can modify the payment limits suggested by the Bank and stored for payments; these amounts do not require entry of a PIN or other security elements and are carried out automatically. Settings can be changed at any time.

After approval of the payment by the Client, the specific amount is charged to the Client's account at the Bank as specified in the Credit Suisse TWINT app. If a credit card was entered in the Credit Suisse TWINT app for the payment of the amounts, the relevant invoicing will be done through the credit card invoice. These transactions are labelled “Credit Suisse TWINT” on the credit card invoice or otherwise marked as transactions with the Credit Suisse TWINT app. There is no further information on the original transaction on the credit card invoice. In case of questions regarding such transactions, the Bank should be contacted.

The total amount of the purchase, the date and time of the purchase, and the location of the POI of the payment are recorded at the Bank. This information is not available to Swisscard AECS GmbH as the issuer of Credit Suisse credit cards. The TWINT system creates a credit in favor of the business, and the balance is transferred to the business's account.

The Bank, the credit card issuer (Swisscard AECS GmbH), and TWINT AG do not receive any information regarding the contents of the basket, unless the transfer of such information has been agreed with the Client (see [Sections 5 and 6](#) below).

The Bank, the credit card issuer (Swisscard AECS GmbH), and TWINT AG only provide personal data to the respective business or to third parties if the transfer of data has been agreed with the Client (see [Sections 5 and 6](#) below).

#### **4. Use of Multiple TWINT Apps**

In addition to the Credit Suisse TWINT app, the Client may also install and use TWINT apps from other providers on his/her device. The Client acknowledges and agrees that coupons, stamp cards, client loyalty cards, and other offers that are available in one of his/her TWINT apps may also appear in one of his/her other TWINT apps.

The required data is stored centrally in the TWINT system, which is operated by TWINT AG. There is no exchange of personal client data among the various providers of TWINT apps in this connection.

#### **5. Storage of Loyalty Cards**

The Client has the option of activating physical and purely digital loyalty cards for various businesses directly in the Credit Suisse TWINT app. To do this, certain settings and entries are required in accordance with the respective description or instructions. By activating a loyalty card in the Credit Suisse TWINT app, the Client gives his/her express consent to use the loyalty card. The loyalty card will then automatically be used when paying with the Credit Suisse TWINT app, if and to the extent this has been enabled technically by the respective loyalty card issuer. The Client can deactivate the loyalty card in the Credit Suisse TWINT app at any time.

If a loyalty card in the Credit Suisse TWINT app has been activated and the Credit Suisse TWINT app is used for payment and the Client takes advantage of an offer as a result of the use of the loyalty card (receipt of points, a discount, etc.), the issuer of the loyalty card or a service provider working on its behalf will receive the same data that they would have received if the Client had used a physical loyalty card.

TWINT AG provides the business or third parties commissioned by the business with the identification number of the loyalty card, and depending on the loyalty card used, basic data regarding the payment, such as a time stamp, the amount, and the offer received as a result of the use of the loyalty card, such as discounts or points. The use of this data by the business involved in the specific instance is based solely on the contractual relationship between the Client and the business or the third party associated with the business. Accordingly, the business alone, and not the Bank, is responsible for the contractually agreed processing of client data and for obtaining any required consents and approvals; any liability on the part of the Bank is excluded.

#### **6. Redemption of Mobile Marketing Offers**

In order for offers, such as the granting of a discount, to be redeemed automatically when the Credit Suisse TWINT app is used, data must be exchanged between the TWINT system and the relevant business. The data that is transmitted depends on the system in which the offer is redeemed and the discount or non-cash benefit is calculated, for example.

When offers are redeemed in the business's system, TWINT AG transfers the offer identification number to the business. The business calculates any discount or non-cash benefit for the Client. The business receives the same information as if the Client had presented the offer identification number, for example, in the form of a barcode.

When redeeming offers in the TWINT system, the discount or non-cash benefit is calculated in the TWINT system and transmitted to the business so that the business can process the benefit in its system (e.g. deduction of a discount).

Additional client data (e.g. the details of the Client's purchase that are used as the basis for redeeming offers in the TWINT system) is only collected and/or forwarded if doing so has been agreed in the agreement concluded separately between the business and the Client. In this case, the business is solely responsible for the contractually agreed processing of client data and for obtaining the necessary approvals and consents; the Bank assumes no liability.

## **7. Collection and Use of Data for the Improvement of the Credit Suisse TWINT App**

TWINT AG collects and uses data in order to provide and improve the TWINT system. This involves data to which the Credit Suisse TWINT app has access based on the Client's device settings (e.g. the receipt of BLE signals or geo-location data) and technical data and information that is collected during the use of the Credit Suisse TWINT app.

TWINT AG never discloses this personal data to a business or third party without the Client's express consent in the Credit Suisse TWINT app; it is only used to provide and improve the TWINT system.

## **8. Google Analytics**

TWINT AG uses the Google Analytics Software Development Kit (SDK) provided by Google Inc. ("Google") in order to analyze client behavior with the aim of continuously optimizing the TWINT app and better meeting the needs of users.

The Client can deactivate the collection and transmission of usage data to Google in the Credit Suisse TWINT app at any time by changing the settings.

The information collected by the SDK as a result of the use of the Credit Suisse TWINT app is transmitted in anonymized form to Google servers in the US and stored there. In particular, this includes the following information:

- a) Analytics ID (random value on the basis of which TWINT AG, but not Google, can identify the Client);
- b) Client ID (random value that identifies the device that is used and allows Google to summarize the sent events during a device session, but does not make it possible to draw conclusions about the user's device);
- c) Key data about the device (brand, type, screen, storage)
- d) Information about the platform or operating system (e.g. iOS and Android version);
- e) Installed Credit Suisse TWINT app version;
- f) Type and version of internet browser being used, if necessary;
- g) Part of the IP address of the accessing device (i.e. at least three digits of the IP address are deleted so that it is not possible to trace it to a specific user).

This data is analyzed by Google in order to create reports about the use of the Credit Suisse TWINT app and to provide additional services connected with the use of the Credit Suisse TWINT app.

Where necessary, Google transmits this information to third parties if required by law or if such third parties process the information on Google's behalf. Google never combines the Client's IP address with other data from Google. The IP addresses are anonymized before being transmitted to Google (see above), so it is not possible to assign the information to the Client.

## **9. Third-Party Offers**

The Client may expressly inform the Bank that he/she wants to receive third-party offers in the Credit Suisse TWINT app ("opt-in"), where he/she can activate and redeem them (see Section 3.1.1 of the Terms and Conditions of Use). With the opt-in, the Client also expressly agrees that TWINT AG may collect and analyze data for the personalized provision of third-party offers.

The Client can expressly request revocation of the opt-in when the Credit Suisse TWINT app is installed or at a later point in time by changing the Credit Suisse TWINT app settings at any time (opt-out). TWINT AG may only send third-party offers tailored to the Client's personal interests if the Client opts in. If the Client does not opt in, he/she will not receive any third-party offers.

Even if the Client opts in, TWINT AG does not provide the Client's personal data to affiliated businesses or third parties, unless such disclosure has been agreed with the Client in the Credit Suisse TWINT app (see [Sections 5](#) and [6](#) above). Without such an agreement, affiliated businesses only receive anonymized data.

## **10. Involvement of Third Parties**

The Client expressly agrees that the Bank and TWINT AG may involve third parties to provide their services (e.g. a provider of payment services) and that client data may, to the extent necessary to perform the services, be passed on. The Bank and TWINT AG are obliged to select, give instructions to, and monitor the service providers carefully. The third parties may only use the data on behalf of the Bank in accordance with this data privacy statement. Third parties are prohibited from using the data for their own purposes.

## **11. Disclosure of Data to the Authorities and Third Parties**

The Bank has the right to disclose the content data in connection with TWINT (e.g. balance and transaction data) in the following cases:

- a) In order to meet statutory duties to disclose information or contractual duties to disclose information agreed with TWINT AG or with other parties that participate in the TWINT system;
- b) For the collection of Bank claims;
- c) As part of judicial or administrative proceedings in which the Bank is involved;
- d) In the case of official orders, or if there is a disclosure obligation.

The Bank may disclose all data necessary for operations to TWINT AG, as the operator of the TWINT system. In particular, this includes transaction and master data as well as data related to the Client's use of the Credit Suisse TWINT app, as described in this data privacy statement.

## **12. Storage and Deletion**

The data disclosed upon registration with TWINT AG shall remain stored in the TWINT system for up to 12 months after deletion of the Credit Suisse TWINT app.

If the Credit Suisse TWINT app is not used for 24 months, this shall be considered to be termination of this Agreement by the Client, and all activated coupons, stamp cards, and other offers in the TWINT system shall be anonymized or irrevocably deleted and can no longer be used by the Client.

If the Client subsequently declines to receive third-party offers (opt-out), six months after the opt-out all activated coupons, stamp cards, and other offers in the TWINT system shall be anonymized or irrevocably deleted and can no longer be used.

In all cases, with the exception of deletion or anonymization, all data must be stored in accordance with record retention obligations (legal archiving, requirements according to the Bank's supervisory authority).

### **13. Right to Information**

In the event of questions regarding the processing of personal data, the Client may contact the Bank at the following telephone number: 0800 800 488\*.

\* Please note that telephone conversations may be recorded. By making a call, you acknowledge your agreement with this business practice.