

## Conditions governing the use of the Debit Mastercard

This text applies analogously to female persons and to a plurality of persons.

### I. General conditions

#### 1. Types of usage (functions)

Depending upon the agreement, the Debit Mastercard can be used for one or more of the following functions:

- as a cash withdrawal card within Switzerland and abroad (see Clause II);
- as a payment card for the payment of goods and services within Switzerland and abroad (see Clause II);  
for receiving and sending money transfers (see Clause II);
- for additional services provided by the card-issuing bank (see Clause III).

The type of usage of the cards is subject to modification by the Bank at any time.

#### 2. Account linkage

The Debit Mastercard is always linked to a specific account (hereafter referred to as "account") at the card-issuing bank (hereafter referred to as "bank"). Depending on the setup, additional accounts may be accessed at the ATMs provided for this purpose ("multi-account function").

#### 3. Authorized card holders

Persons authorized to use the card can be the account holder, persons authorized to use the account or persons designated by the account holder. The Maestro is always issued in the name of the authorized card holder.

#### 4. Ownership

The Debit Mastercard remains the property of the bank.

#### 5. Fee

For the issuing and management of the Debit Mastercard and the authorization thereof, as well as for the processing of transactions conducted with it, the bank can charge the account holder fees, which are to be made known in an appropriate form. These fees will be debited from the account upon which the Debit Mastercard has been issued.

#### 6. The authorized card holder's duty of care

The authorized card holder specifically undertakes the following duties of care:

##### a) Storage

The Debit Mastercard and the Debit Mastercard PIN are to be stored with particular care and separate from one another.

##### b) Keeping the Debit Mastercard PIN secret

The Debit Mastercard PIN is to be kept secret and may not be provided by the authorized card holder to any other person. In particular, the Debit Mastercard PIN may not be noted upon the Debit Mastercard nor recor-

ded in any other manner, also not in an altered form, nor stored together with the Debit Mastercard. The same applies to any PIN and any other secret codes, patterns or similar, which must be entered in order to use the Debit Mastercard in mobile payment solutions.

##### c) Changing the Debit Mastercard PIN

Debit Mastercard PIN numbers altered by the authorized card holder may not consist of easily determined numerical combinations (such as telephone number, date of birth, car license plate number).

##### d) Transferring the Debit Mastercard

The authorized card holder may not give his/her Debit Mastercard to third parties nor make it accessible to such in any way.

##### e) Reporting in case of loss

Upon loss of the Debit Mastercard or the Debit Mastercard PIN, or should the Debit Mastercard be left behind in a device, the representative indicated by the card-issuing bank is to be notified immediately (see Clause II.7 and Clause II.14). In principle, an account holder who does not comply with their duty of care has unlimited liability for any loss or misuse until the card is blocked.

##### f) Control obligation and reporting of discrepancies

The account holder is obligated to check the corresponding account statement upon receipt and to report any discrepancies, particularly debits due to misuse of the card, to the bank immediately, however, within 30 days of receipt of the account statement of the respective billing period at the latest. If such as complaint is not made in good time, the authorized card holder may be in breach of their duty to minimize loss or damage and they will be liable for the resulting damage. The loss report form is to be returned to the bank completed in full and duly signed within 10 days of its receipt.

##### g) Reporting to the police

In the case of criminal offences, the authorized card holder must report the matter to the police. The card holder must assist in any investigation and contribute to the minimizing of the loss to the best of his/her ability.

#### 7. Coverage obligation

The Debit Mastercard may only be used if sufficient coverage exists in the account (credit or an approved credit limit). The bank has the right to refuse a transaction if the bank account has insufficient funds. The bank is not liable for any costs (e.g., overdraft interest, reminder fees, etc.) due to lack of funds in the account.

## **8. Bank's right to debit**

The bank is entitled to debit all amounts resulting from the use of the Debit Mastercard (according to Clause I.1), including any re-served or provisionally booked amounts (e.g., a deposit for car rental), from the account (see Clause II.7). The bank's right to debit also remains in unlimited force in case of disputes between the authorized card holder and third parties. Amounts in foreign currencies will be converted to the account cur-rency. In the case of cash withdrawals in a currency (foreign cur-rency) other than the card currency, the bank's corresponding con-version rate shall be used. Additional fees may be charged for cash withdrawals in a foreign currency. The amount of such fees is based on the applicable price lists.

## **9. Period of validity and card renewal**

The Debit Mastercard is valid until the end of the year stated thereon. Subject to proper conducting of business and without express renunciation by the authorized card holder, the Debit Mastercard will be automatically replaced with a new Debit Mastercard prior to the end of the date indicated on the card.

## **10. Cancellation**

The Debit Mastercard can be cancelled at any time. The withdrawal of authorization (as in Clause I.3.) has the same effect as a cancellation. Once notification of cancellation has been made, the Debit Mastercard must be immediately and without demand returned to the bank.

No claim can be made for refunding of the annual fee upon premature confiscation or return of the card. Despite cancellation, the bank remains entitled to debit all amounts from the account which are based on transactions that have been made before the effective return of the Debit Mastercard.

## **11. Modification of conditions**

The bank, and Entris Banking AG, mandated with card processing, reserve the right to modify these conditions at any time. Modifications will be notified in an appropriate form and are considered accepted if the Debit Mastercard is not returned before the modifications take effect. The account holder must notify the bank immediately and in writing of any changes that are relevant to the contract (e.g., name, address, income situation, etc.).

## **12. General terms and conditions**

Furthermore, the bank's general terms and conditions are applicable.

# **II. Debit Mastercard as cash withdrawal and payment card**

## **1. Cash withdrawal function**

The Debit Mastercard can be used at anytime for the withdrawal of cash along with the Debit Mastercard PIN at correspondingly designated cash machines within Switzerland or abroad or with a signature upon a transaction sales slip at correspondingly designated merchants up to the limit set for the Debit Mastercard.

## **2. Payment function**

The Debit Mastercard can be used at anytime for the payment of goods and services along with the Debit Mastercard PIN at correspondingly designated merchants within Switzerland or abroad, by indicating the name on the card, card number, expiry date and (if required) the three-digit security code (CVV, CVC), or by mere use of the card (e.g., in car parks, at tollgates or with contactless payments) up to the limit set for the Debit Mastercard. If offered by the bank, the Debit Mastercard may be used to receive and send money transfers. It may also be possible to deposit coins and bills in CHF should the bank provide the appropriate deposit devices for this purpose.

## **3. Termination of recurring services**

The account holder is responsible for ensuring that recurring services purchased using the Debit Mastercard are cancelled at the point of acceptance when no longer required. If a card is cancelled, the account holder is responsible for independently changing or cancelling the payment method at the point of acceptance for all services involving a recurring charge.

## **4. Debit Mastercard PIN (=secret number)**

The Debit Mastercard PIN will be sent separately in a sealed envelope to the authorized card holder. The Maestro number consists of a machine-calculated 6-digit secret number that is unique to the card and which is known neither to the bank nor to third parties. If multiple Debit Mastercards are issued, then each Debit Mastercard receives its own Debit Mastercard PIN.

## **5. Changing the Debit Mastercard PIN**

The authorized card holder is advised to select a new 6-digit Debit Mastercard PIN at appropriately equipped cash machines, which will immediately replace the previously valid Debit Mastercard PIN. The Maestro number can be changed at any time and as often as desired. To further protect the Debit Mastercard against misuse, the Debit Mastercard PIN chosen should not consist of easily determined numerical combinations (see Clause I.6 lit. c), nor should it be stored with the Debit Mastercard, nor should it be noted on the Debit Mastercard, nor in any other manner, also not in an altered form.

## **6. eCommerce Debit Mastercard transactions**

For eCommerce payment transactions, the authorized card holder must make their payment through a secure authentication method (3D Secure), where this is requested by the point of acceptance. The authorized card holder must register for such a solution in advance (app for 3D-Secure or SMS).

## **7. Legitimization, debiting and risk assumption**

Each person, who through the insertion of the Debit Mastercard and the entering of the correct Maestro number in a device equipped for this purpose, legitimizes themselves by specifying the name appearing on the card, the card number, the expiry date and (if required) the three-digit security code (CVC), or in another way specified by the bank (e.g. authoriz-

ation using an app provided by the bank using biometric data, Mobile ID PIN and similar) or uses the card at automated pay points (e.g. in car parks, at tollgates or with contactless payments), is considered authorized to withdraw cash or make payments with this Debit Mastercard; this also applies if this person is not the actual authorized card holder. Correspondingly, the bank is entitled to debit transactions that have been thus carried out and registered electronically. The risks arising from misuse of the Debit Mastercard are thus assumed by the account holder.

#### **8. Assumption of loss in the absence of fault**

Assuming that the authorized card holder has maintained the conditions governing the use of the Debit Mastercard in all aspects (particularly the duties of care according to Clause I.6) and if he/she is otherwise not at fault, then the bank assumes losses incurred by the account holder as a result of the misuse of the Debit Mastercard by third parties in its function as a cash withdrawal or payment card. This also includes losses due to counterfeiting or forgery of the Debit Mastercard. Not considered to be "third parties" are the authorized card holder, his/her spouse or registered partners, as well as persons living in the same household.

Losses that are covered by the indemnity liability of an insurance company, as well as all consequential losses of any kind, are not assumed.

#### **9. Technical malfunctions and operational breakdowns**

The authorized card holder has no claim to compensation if use of the Debit Mastercard is not possible due to technical malfunctions and operational failures.

#### **10. Responsibility in the event of non-acceptance of Debit Mastercard**

The bank may not be held liable if, for whatever reason, the point of acceptance should refuse to accept Debit Mastercard or if, for technical or any other reasons, a payment or withdrawal cannot be made using Debit Mastercard. This also applies in the event that Debit Mastercard cannot be used at an ATM or if the Debit Mastercard is damaged or made unusable by the ATM.

#### **11. Responsibility for transactions made using Debit Mastercard**

The bank may not be held liable for transactions made with Debit Mastercard. In particular, the account holder must clarify any complaints about goods and services as well as any disputes and claims arising from legal transactions directly with the relevant point of acceptance. This shall not prejudice the bank's right to debit.

#### **12. Limitations of use**

The bank sets the usage limit for each Debit Mastercard issued and informs the account holder thereof in an appropriate manner. Orientation of any authorized persons regarding the usage limit is the responsibility of the account holder.

#### **13. Transaction receipt**

For cash withdrawals, the authorized card holder receives a transaction receipt upon request at most cash machines, automatically or upon request when paying for goods and services.

The bank does not send any debit notices.

#### **14. Blocking**

The bank is entitled to block the Debit Mastercard at any time, without previous notice to the authorized card holder and without providing reasons. The bank blocks the Debit Mastercard upon the express notification of the authorized card holder, the loss of the Debit Mastercard and/or the Debit Mastercard PIN, as well as cancellation by same. Authorized card holders without account authorization can only block Debit Mastercards issued in their name.

Blocking may only be requested from the office designated by the card-issuing bank or, where possible, carried out independently through the bank's digital channels, and shall only be lifted with the consent of the account holder. This is equivalent to the lifting of the blocking made by an authorized card holder using the digital channels provided by the bank. The bank is entitled to debit the account for use of the Debit Mastercard before the blocking takes effect within the period of normal business.

The account holder can be charged for costs associated with the blocking.

#### **15. Disclosure of data to third parties and data processing**

The authorized card holder accepts that both the bank and Entris Banking AG, mandated with card processing, may share **customer and card data, as well as Debit Mastercard-specific transaction data, with third parties in Switzerland and abroad**, provided that they are involved in transaction processing. The authorized card holder's attention is drawn to the fact that the transaction data may be used to draw conclusions about the behaviour of such authorized card holder.

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### **III. Debit Mastercard for further bank services**

If the Debit Mastercard is used for further bank services, then this usage is solely regulated by the conditions agreed upon for such usage with the bank.

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### **IV. Applicable law and place of jurisdiction**

The legal relationship between the authorized card holder and the bank is subject to Swiss law. The place of performance, jurisdiction and, for authorized card holders domiciled abroad, the place of debt collection, is the bank's registered office.

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