

## Conditions Governing the Use of the Cash Service Card

### I. General Provisions

#### 1. Types of Usage (Functions)

Depending upon the agreement, the Cash Service card can be used for one or more of the following functions:

- as a cash withdrawal card both within Switzerland (cf. para. II)
- for additional services provided by the card-issuing bank (cf. para. III)

#### 2. Account

The Cash Service card is always linked to a specific account (hereinafter referred to as *account*) at the card-issuing bank (hereinafter referred to as *bank*).

#### 3. Ownership

The Cash Service card remains the property of the bank.

#### 4. Charges

The bank may charge the client fees – based on the prevailing rates – for the issuing and authorization of the Cash Service card, as well as the processing of transactions effected with it. The bank may alter these rates at any time without providing individual notification. The client will be informed about fees and changes in an appropriate manner. Information on the prevailing rates can be obtained from the bank. The Bank is entitled to levy all commissions that arise, as well as charges and fees.

#### 5. Authorized Card User's Duties of Care

The authorized cardholder specifically undertakes to fulfill the following duties of care:

##### a) Safekeeping

**Particular care must be given to the safekeeping of the Cash Service card and PIN (Personal Identification Number). They must be kept separate at all times.**

##### b) Keeping the PIN secret

**The Cash Service card PIN is to be kept secret and must not be revealed by the authorized cardholder to any other person. In particular, the PIN must not be noted on the Cash Service card or stored in any other manner – not even in an altered form – together with the credit card.**

##### c) Changing the PIN

**PIN numbers altered by the authorized cardholder must not consist of easily detectable numerical**

**combinations (such as telephone numbers, dates of birth, car license plate numbers, etc.).**

##### d) Transferring the Cash Service card

**The authorized cardholder must not give his/her Cash Service card to third parties nor make it accessible in any way.**

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

**If the Cash Service card or PIN has been lost, or the Cash Service card has been left in a machine, the appropriate office of the card-issuing bank must be notified immediately (cf. also paras II.5, II.6 and II.10).**

##### f) Obligation to check for and report discrepancies

**The client is obligated to check the corresponding account statement immediately upon receipt and to report without delay any discrepancies to the bank, in particular any debits made as a result of fraudulent use of the card. This must be done no later than 30 days after receipt of the card statement for the corresponding billing period. The claims form must be completed in full, signed and returned to the bank within ten days of receipt.**

##### g) Reporting to the police

**In the case of criminal offenses, the authorized cardholder must report the matter to the police. The cardholder must assist in any investigation and contribute to the minimization of the loss to the best of his/her ability.**

#### 6. Cover Requirement

The Cash Service card may only be used if sufficient funds are available in the account (credit balance or an approved credit limit)

#### 7. Bank's Right to Debit

The bank is entitled to debit all amounts resulting from the use of the Cash Service card (according to para. I.1) from the account (cf. para. II.5).

The bank's right to debit also remains in force without restriction in the event of disputes between the authorized cardholder and third parties.

Amounts in foreign currencies will be converted to the account currency.

## 8. Period of Validity and Card Renewal

The Cash Service card is valid until the end of the date stated on the card. Subject to the proper use of the services and without the express renunciation by the authorized cardholder, the Cash Service card will be automatically replaced with a new Cash Service card prior to the date indicated on the card.

## 9. Termination

The card can be canceled at any time.

Once notification of cancellation has been made, the Cash Service card must be returned to the bank immediately and without demand.

Early recall or return of the card does not entitle the cardholder to a refund of the annual fee.

Despite cancellation, the bank remains entitled to debit all amounts from the account which resulted from transactions made before the Cash Service card was returned.

## 10. Amendments to Conditions

The bank reserves the right to amend these conditions at any time. Amendments will be notified in an appropriate form and are considered accepted if the Cash Service card is not returned before the amendments take effect.

## 11. General Conditions

For all other matters, the bank's General Conditions apply.

# II. Cash Service Card as a Cash Withdrawal Card

## 1. Cash Withdrawal Function

The cash Service card can be used at any time together with the PIN to withdraw cash at designated ATMs within Switzerland up to the limits agreed for the Cash Service card.

## 2. PIN

In addition to the Cash Service card, the PIN will be sent separately in a sealed envelope to the authorized cardholder. The PIN consists of a machine-calculated, six-digit number that is unique to the card and which is known neither to the bank nor to third parties. If multiple Cash Service cards are issued, then each Cash Service card receives its own PIN.

## 3. Changing the PIN

The authorized cardholder is advised to select a new six-digit PIN at appropriately equipped ATMs, which will

immediately replace the previously valid PIN. The PIN can be changed at any time and as often as desired. To further protect the Cash Service card against misuse, the PIN chosen should not consist of easily detectable numerical combinations (cf. par. 1.5.d), nor should it be noted on the Cash Service card, nor stored in any other manner – not even in an altered form – together with the Cash Service card.

## 4. Authorization, Debiting and Risk Assumption

**Any person, who through the insertion of the Cash Service card and the entering of the correct PIN in a device equipped for this purpose, legitimizes him/herself or signs the transaction sales slip, is considered authorized to withdraw cash with this Cash Service card; this also applies if this person is not the actual authorized cardholder. Correspondingly, the bank is entitled to debit transactions that have been thus carried out and registered electronically. The risks arising from misuse of the Cash Service card are thus assumed by the client.**

## 5. Assumption of Loss in the Absence of Fault

Provided that the authorized cardholder has fulfilled the conditions governing the use of the Cash Service card in all aspects (particularly the duties of care according to par. 1.5) and if he/she is not otherwise at fault, the bank assumes losses incurred by the client as a result of the misuse of the Cash Service card by third parties in its function as a cash withdrawal. This also includes losses due to counterfeiting or forgery of the Cash Service card. The following authorized cardholders and their spouses and persons living in the same household are not considered to be "third parties".

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

## 6. Technical Malfunctions and Operational Failures

The authorized cardholder has no claim to compensation if use of the Cash Service card to withdraw cash is not possible due to technical malfunctions and operational failures.

## 7. Setting Limits

The bank sets the usage limit for each Cash Service card issued and informs the cardholder thereof in an appropriate manner.

## 8. Transaction Slip

For cash withdrawals, the authorized cardholder receives a transaction receipt upon request at most ATMs. The bank does not send any debit notices.

## **9. Blocking**

The Bank is entitled to block the Cash Service card at any time, without previous notice to the authorized cardholder and without providing reasons.

The Bank will block the Cash Service card upon the express notification of the authorized cardholder, or if the latter reports the loss of the Cash Service card and/or the PIN, or in the case of cancellation.

A card can only be blocked at the office indicated by the card-issuing bank.

The bank is entitled to debit the account for use of the Cash Service card before the blocking takes effect within the period of normal business.

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

## **III. Cash Service Card for Further Bank Services**

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