

Conditions Governing the Use of the Maestro Card

I. General Provisions

1. Types of Usage (Functions)

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

- as a cash withdrawal card both within Switzerland and abroad (cf. par. II)
- as a method of payment for goods and services within Switzerland and abroad (cf. par. II)
- for additional services provided by the card-issuing bank (cf. par. III).

2. Account

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

3. Authorized Cardholders

Authorized cardholders can be the client or persons authorized by the client to use the card. The Maestro card is always issued in the name of the authorized cardholder.

4. Ownership

The Maestro card remains the property of the Bank.

5. Fees

The Bank may charge the client fees – based on the prevailing rates – for the issuing and authorization of the Maestro 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.

6. The Authorized Cardholder's Duty of Care

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

a) Signature

Upon receipt of the Maestro card, the authorized cardholder must immediately sign it in the space provided.

b) Safekeeping

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

c) Keeping the PIN Secret

The PIN is to be kept secret and may not be revealed by the authorized cardholder to any other person. In particular, the PIN may not be noted on the Maestro card nor stored in any other manner – not even in an altered form – together with the Maestro card.

d) 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.).

e) Transferring the Maestro Card

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

f) Reporting in Case of Loss

Upon loss of the Maestro card or PIN, or if the Maestro card has been left in a machine, the appropriate office of the card-issuing bank must be notified immediately (cf. also par. II.5, II.6 and II.10).

g) Obligation to Check for and Report Discrepancies

The client is obligated to check the corresponding statements pertaining to the Account 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 10 days of receipt.

h) 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.

7. Coverage Obligation

The Maestro card may only be used if sufficient funds are available in the Account (credit or an approved credit limit).

8. Bank's Right to Debit

The Bank is entitled to debit all amounts resulting from the use of the Maestro card (according to par. I.1) from the Account (cf. par. 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 currency of the Account.

9. Period of Validity and Card Renewal

The Maestro 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 Maestro card will be automatically replaced with a new Maestro card prior to the date indicated on the card.

10. Cancellation

The Maestro card can be cancelled at any time. The withdrawal of an authorization to use a card (as in par. I.3.) has the same effect as a cancellation.

Once notification of cancellation has been made, the Maestro 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 Maestro card was returned.

11. 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 Maestro card is not returned before the amendments take effect.

12. General Terms and Conditions

For all other matters, the Bank's General Terms and Conditions apply.

II. Maestro Card as Cash Withdrawal and Payment Card

1. Cash Withdrawal Function

The Maestro card can be used at any time together with the PIN to withdraw cash at designated ATMs within Switzerland or abroad, or with an authorized signature on the transaction sales slip at designated outlets, up to the agreed limit for the Maestro card.

2. Payment Function

The Maestro card can be used at any time to pay for goods and services within Switzerland or abroad together with the PIN, with an authorized signature on the transaction sales slip, or by simply using the card (for example at parking garages, highway payment points, or when making contactless payments) at designated outlets, up to the agreed limit for the Maestro card.

3. PIN

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

4. Changing the PIN

The authorized cardholder is advised to select a new 6-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 Maestro card against misuse, the PIN chosen should not consist of easily detectable numerical combinations (cf. par. I.6.d), nor should it be noted on the Maestro card, nor stored in any other manner – not even in an altered form – together with the Maestro card.

5. Authorization, Debiting and Risk Assumption

Any person who legitimizes him/herself by inserting the Maestro card and entering the correct PIN in a device equipped for this purpose, by signing the transaction sales slip, or by using the card at automated payment points (for example at parking

garages, highway payment points, or when making contactless payments) is considered authorized to withdraw cash or make payments with this Maestro 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 Maestro card are thus assumed by the client.

6. Assumption of Loss in the Absence of Fault

Provided that the authorized cardholder has fulfilled the conditions governing the use of the Maestro card in all aspects (particularly the duties of care according to par. 1.6) 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 Maestro card by third parties in its function as a cash withdrawal or payment card. This also includes losses due to counterfeiting or forgery of the Maestro card. The authorized cardholder, his/her spouse, as well as 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.

7. Technical Malfunctions and Operational Failures

The authorized cardholder has no claim to compensation if use of the Maestro card to withdraw cash and/or make payments is not possible due to technical malfunctions and operational failures.

8. Usage Limits

The Bank sets the usage limit for each Maestro card issued and informs the client thereof in an appropriate manner. It is the responsibility of the client to inform the authorized cardholders, if any, about the usage limit.

9. Transaction Receipts

For cash withdrawals, the authorized cardholder receives a transaction receipt upon request at most ATMs, and automatically or upon request when paying for goods and services. The Bank does not send any debit notices.

10. Blocking

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

The Bank will block the Maestro card upon the express notification of the authorized cardholder, or if the latter reports the loss of the Maestro card and/or the PIN, or in the case of cancellation. Authorized cardholders who are not clients may only block the Maestro cards issued in their own names.

A Maestro 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 Maestro card before the blocking takes effect within the period of normal business.

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

III. Maestro Card for Further Bank Services

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