

# Terms and Conditions of CREDIT SUISSE (LUXEMBOURG) S.A. for CREDIT SUISSE MasterCard Credit Cards

These Terms and Conditions for the use of CREDIT SUISSE MasterCard Credit Cards (“GTCMC”) govern the legal relationship between CREDIT SUISSE (LUXEMBOURG) S.A. (“CS”) and holders of CS MasterCard credit cards (“Cardholders”).

## 1 Issuing of Cards

- 1.1 The holder of an account (“Account Holder”) with CS may request the issue of CS MasterCard credit cards (“Cards”) for himself and for one or more other persons. For joint accounts, one Account Holder receives, in accordance with the information in the credit card application, a principal card (“Principal Cardholder”). Additional cards are issued for other Account Holders and/or third parties approved by CS in accordance with the credit card application (“Additional Cardholders”). Besides the principal card, a maximum of two additional cards may be issued. The Principal Cardholder and the Additional Cardholders are hereinafter collectively referred to as “Cardholders.” The GTCMC shall apply to all Cardholders.
- 1.2 The contract for the use of the CS MasterCard credit card (“MasterCard Contract”) is concluded when CS accepts the credit card application. With the conclusion of the MasterCard Contract, a personal card made out in the name of the Cardholder and a personal identification number (PIN Code) in a separate sealed envelope shall be sent to the address provided by the Cardholder in the credit card application.
- 1.3 The Cardholder is entitled and undertakes to use the card only in accordance with these GTCMC.

## 2 Personal Identification Number (PIN)

The Cardholder shall receive a personal identification number (“PIN”) for his/her card in order to use automated teller machines and point-of-sale terminals, and to make payments for products and services. If the PIN is entered incorrectly three times in succession at cash dispensers, automated teller machines and card payment devices that require the PIN Code to be entered when the card is used, then the card can no longer be used. In this case, the Cardholder must contact the client service. The Cardholder undertakes to memorize the PIN as soon as it is received and to immediately destroy the document on which the PIN is printed. If the Cardholder determines that the envelope in which the PIN is provided is either damaged or otherwise not sealed, the Cardholder must report this immediately to CS (Article 19).

## 3 Authorization of Transactions by the Cardholder – Revocation

- 3.1 The Cardholder may initiate transactions and cash withdrawals to be charged to the card at MasterCard acceptance points worldwide (hereinafter referred to as “MC Acceptance Point(s)”) under observance of the agreed monthly transaction limit and any upper limits for amounts on the card as specified by the paying agent.
- 3.2 The card can be used at automated teller machines and cash dispensers by inserting the card and entering the PIN. In addition to presenting the card at the counters of banking institutions, it is usually necessary to sign a corresponding payment confirmation and to present an identification document.
- 3.3 The Cardholder can also use the card to pay for products or services at MC Acceptance Points by presenting the card and confirming the payment as displayed on the screen of the electronic payment terminal of the MC Acceptance Point. In this case, the payment is authorized by entering the PIN into the electronic payment device or via a signature in one’s own hand on the sales slip related to the respective payment and which is presented to the Cardholder by the MC Acceptance Point (“Payment upon Presentation of the Card”). The authorization is applied similarly to contactless transactions. Such authorization may not be required for contactless transactions where a certain threshold is not reached.
- 3.4 The Cardholder can also use the card to pay for products and services at MC Acceptance Points without presenting the card (“Payment without Presentation of the Card”) by confirming the respective transaction as it appears on the screen of a computer or some other device, or as presented otherwise or by telephone. In this case, the payment is authorized by providing the following information that is printed on the card:

- the Cardholder's name;
  - the card number, usually comprising sixteen digits;
  - the four digits of the expiration date (month and year);
  - the three-digit security code on the back of the card;
  - Additionally, 3D Secure obligations might apply.
- 3.5 The Account Holder(s) hereby acknowledge(s) that all payments made in this manner by the Cardholders are deemed legally authorized and that the Account Holder(s) is/are responsible for the payment of all resulting claims from MC Acceptance Points for the authorized transactions of all Cardholders. The Account Holder(s) simultaneously and irrevocably instruct(s) CS to pay the respective claims of the MC Acceptance Points against the Cardholder without any other formality. Following the authorization, the Cardholder cannot revoke the card payment anymore. However, where the Cardholder has given his/her consent to a series of payment transactions (e.g. for a monthly subscription to a service), the relevant consent may be withdrawn until at the latest by the end of the business day preceding the day agreed for debiting the funds. The Cardholder shall be solely responsible for any consequences which such revocation might entail, e.g. where such revocation constitutes a breach of contract with a third party.

#### **4 Additional Services**

Several additional services and/or insurance benefits ("Services") are associated with the card, such as, e.g. emergency assistance, travel insurances, free access to airport lounges with the Priority Pass and safe internet payments with 3D Secure. These Services are governed by the Special Provisions in effect, pursuant to the credit card application.

#### **5 Receipt of a Payment Order**

A payment initiated by the use of the card is triggered by the MC Acceptance Point as the beneficiary. The moment of receipt of the payment order shall be the moment when CS receives the payment request from the Cardholder who has initiated a payment or when CS receives the payment request from the payee who has initiated a payment. A payment order that arrives on a Bank Business Day for Payment Services as defined in the General Terms and Conditions of CS after the time-of-day shown in the Table of Fees and Commissions of CS or on a day that is not a Bank Business Day for Payment Services will be treated as if it had first arrived at the start of the CS opening hours on the next Bank Business Day for Payment Services. The payments to the MC Acceptance Point are made via MasterCard as the clearing house.

#### **6 Execution Period**

CS shall ensure that following the time of receipt in accordance with Art. 5, the card payment amount is credited to the account of MasterCard in accordance with the deadlines shown in the Table of Fees and Commissions of CS. MasterCard then forwards the payment to the MC Acceptance Point.

#### **7 Refusal of Card Payments/Blocking or Confiscation of the Card by CS**

CS is entitled to refuse the execution of a payment/block the card/ confiscate the card (e.g. at automated teller machines) if:

- The Cardholder does not identify himself/herself with his/her PIN;
- The Cardholder does not identify himself/herself with the password and security message for secure payment on the internet ("3D Secure");
- CS suspects a fraudulent or unauthorized use of the card;
- The applicable monthly transaction limit ("Card Limit") has been exceeded;
- CS has objectively justified reasons relating to the security of the card;
- The termination of the MasterCard Contract has become effective;
- The Cardholder has breached any of his/her obligations towards CS under the present Agreement;
- CS is legally or contractually obliged to do so;
- The credit line granted to the Principal Cardholder is insufficient to execute the payment order in full.

Where CS refuses the execution of a payment or where it blocks the Card, it shall inform the Cardholder, where possible, before the card is blocked and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by other relevant Union or Luxembourg law.

CS shall unblock the card or replace it with a new card once the reasons for blocking no longer exist.

CS will notify the Cardholder in the event of suspected or actual fraud or security threats via the relationship manager via SMS, e-mail or telephone.

## **8 Fees and Commissions/Payment Obligation of the Cardholder**

- 8.1 The Account Holder(s) undertake(s) to pay all authorized payment transactions and all fees and commissions associated with these payments, in particular also the respective annual fee and the fees associated with the use of additional services and insurance.
- 8.2 All fees and commissions associated with the use of the card are due when the monthly statement of account ("Monthly Statement") is issued (see Art. 10.4 (1)). Following issuance of the Monthly Statement, the amount due will be debited from the agreed current account of the Account Holder(s). The Account Holder(s) undertake(s) to ensure that adequate funds are available in their settlement account when the account is debited in order to cover all payments of all Cardholders. CS may tacitly accept an overdraft on the settlement account of the Account Holder(s); if it does, the conditions on overrunning in the CS General Terms and Conditions shall apply.
- 8.3 Information on the fees and commissions associated with the use of the card can be obtained from the Table of Fees and Commissions of CS. The relevant conditions of the CS General Terms and Conditions shall apply to changes to the Table of Fees and Commissions, which is an integral part of this contract between the Account Holder(s) and CS.

## **9 Financial Limit of Use, Card Limit**

- 9.1 The Cardholder undertakes to use the card only to the extent that his/her financial situation allows and only within the card limit. The card limit appears on the Monthly Statement (see Art. 10.4) and may also be obtained upon request from the client service (see Art. 19). CS establishes a separate limit per card, which is available in full on the first Bank Business Day as defined in the CS General Terms and Condition of every month, upon completed direct debit of the amount due as shown on the Monthly Statement.
- 9.2 CS is entitled to reduce the card limit of one or all of the cards at any time. At the request of the Principal Cardholder, CS may increase the card limit for one or more cards. CS informs the Cardholder(s) of its decision either on the Monthly Statement or in a separate correspondence.
- 9.3 The approval of individual transactions above the card limit does not result in the granting of a loan, but rather occurs in the expectation that the settlement of the transactions is guaranteed when they become due.

## **10 Cardholder's Obligation to Cooperate and Exercise Due Care**

### **10.1 Signature**

The Cardholder shall sign his/her card immediately upon receipt in the place provided for signature.

### **10.2 Diligent Storage of the Card**

The Cardholder shall take all reasonable measures to prevent unauthorized access to the card, PIN, and the password and security message for 3D Secure. The card must be kept with particular care in order to prevent loss or misuse. In particular, the Cardholder must never leave his/her card unattended in his/her vehicle.

### **10.3 Safeguarding of the PIN**

The Cardholder shall undertake all reasonable precautions to protect the confidentiality of the PIN. In particular, the Cardholder agrees not to write his/her PIN on the card or to keep it with the card in another way, and not to disclose the PIN to anyone by telephone or online. The Cardholder undertakes to ensure that he/she is not being observed when entering the PIN. Anyone who knows the PIN and gains possession of the card will be able to misuse the card (e.g. to make cash withdrawals at automated teller machines).

### **10.4 Monthly Statements and Obligation to Verify Transactions**

(1) The Monthly Statement listing the payments that were executed with the Cardholder's card during the billing period and the fees and commissions relating to these transactions shall be sent to each Cardholder separately every month no

later than the fifth Bank Business Day as defined in the CS General Terms and Conditions before the end of the month in accordance with the mailing instructions. If the Cardholder does not receive a Monthly Statement around the date when it usually arrives, he/she must inform CS without undue delay.

- (2) The Cardholder shall check each **Monthly Statement as soon as it is received** against the sales slips and automated teller machine receipts that he/she kept for that purpose. The Cardholders shall coordinate among themselves the review of the transaction listings. Any **errors** and debits related to misuse or any other unauthorized/fraudulent use of the card must be **reported without undue delay as soon as they are discovered by telephone** to the client service (see Art. 19) and additionally **contested in writing to CS**. Subject to number (3) below, the Monthly Statement is deemed to be accepted if it is not contested within 30 days after being sent.
- (3) Objections due to an unauthorized transaction or an authorized transaction that has not been executed or executed incorrectly are excluded if CS is not notified **without undue delay** by telephone via its client service (see Art. 19) and additionally in writing when an unauthorized transaction or a transaction that has not been executed or executed incorrectly is discovered, but no later than 13 months after the day when the debit is charged to the current account of the Account Holder. In the case of a non-consumer, objections in the aforementioned sense are excluded if not reported by telephone via the client service (see Art. 19) and additionally in writing to CS immediately upon identifying a non-authorized transaction or a transaction that has not been executed or executed incorrectly, but no later than 30 days after the Monthly Statement is sent.
- (4) Objections and other complaints by the Cardholder arising from his/her contractual relationship with the MC Acceptance Point must be made directly with the MC Acceptance Point.

#### 10.5 Safeguarding of the Personal Password for Secure Payment on the Internet (3D Secure)

The Cardholder shall undertake to ensure that no other person becomes aware of his/her personal password for secure payment on the internet (3D Secure). Anyone who knows the password and gains possession of the card will be able to misuse the card on the internet. In this regard, the Cardholder shall also undertake:

- Not to write down his/her password anywhere, even in a coded form;
- To always use the password away from prying eyes and ears of others;
- To never let himself/herself be distracted during a transaction, including by persons offering their help, and to ensure that he/she does not enter his/her password in front of them.

To the extent possible, the Cardholder shall modify his/her password at regular intervals. When a password is changed, the Cardholder shall ensure that the password does not consist of easily identifiable combinations (such as identifier, name or first name or date of birth of the Cardholder or of someone close) and more generally a word or combination of words, a word spelled backwards, a word followed by a digit or a year, a password used for other purposes (including for personal e-mail). The Cardholder shall in particular choose a password of sufficient length and composed, whenever possible, of a combination of letters, numbers and punctuation marks or special characters, as well as using uppercase and lowercase characters.

After a card is replaced with a new card number, the Cardholder must reregister his/her new card for this service when the new card is received as instructed by separate cover letter.

#### 10.6 Use of the card on the internet

The internet is an international network of telecommunications to which the Cardholder may have access through any suitable equipment, such as, for example, a computer or any other similar device. The Cardholder shall take all necessary measures to ensure that the technical characteristics of his/her personal computer, his/her software and his/her internet connection allow him/her to use the card securely on the internet. The Cardholder is solely responsible for the proper functioning of his/her own IT devices, modem and telephone or internet access. The Cardholder shall ensure that such devices do not have any apparent problems or viruses and provide sufficient security to prevent a risk of any third party gaining access to data pertaining to the use of the card on the internet. The Cardholder shall further ensure that there is no risk of any hostile programs or viruses invading and disrupting the IT systems which are used in the process of the card usage on the internet. In particular the Cardholder will ensure that the security of his/her personal computer is sufficient and will regularly update the antivirus and antispyware software as well as his/her personal firewall.

The Cardholder shall bear all technical risks such as the disruption of electric power transmission, non-availability of communication lines, improper functioning or overloading of the systems or networks. Furthermore, the Cardholder confirms that he/she is familiar with the internet and that he/she is aware of the technical characteristics thereof, including the related technical performances and response time for downloading or transferring information on the internet.

Further, the Cardholder is aware that he/she will be required to subscribe to an internet service provider of his/her choice in order to use the card on the internet. In this context, the Cardholder hereby agrees and understands that he/she is solely responsible for the selection of his/her internet service provider and for the set-up and terms of their relationship. CS will not

be held liable for the risks created by the access to the internet and by the transmission of data from or to the Cardholder, in particular in case of conflict between the Cardholder and the internet service provider in relation to the personal/confidential nature of the Cardholder's data, the cost of transmission, the maintenance of the telephone lines and of the internet structures or the interruption of services.

## 10.7 Blocking

- (1) In the event of the loss or theft of his/her card, the misuse and/or any other unauthorized use of the card, PIN, or password and security message of 3D Secure, the Cardholder must notify the client service (see Art. 19) **without undue delay** on becoming aware of the loss, theft, misappropriate or unauthorized use of the card, regardless of any time difference, in order to block the card. In addition, the Cardholder shall report any theft or misuse to the police **without undue delay**. Reporting the incident to the police does not replace the obligation to have the card blocked without undue delay. While such blocking notification will be free of charge, CS reserves the right to charge the Account Holder with the replacement costs directly attributed to the card.
- (2) If the Cardholder suspects that another person has obtained unauthorized possession of his/her card or that misuse or any other unauthorized use of the card, PIN, or 3D Secure password has occurred, he/she must also immediately arrange to have the card blocked and/or modify the 3D Secure password.
- (3) The obligations listed in numbers (1) and (2) above also apply to the incorrect execution of an authorized transaction.

## 11 Currency Conversion

If the Cardholder uses the card for transactions that are not denominated in euros, the current account of the Account Holder(s) will still be debited in euros. For transactions made in a currency other than the euro, the conversion rate on the day preceding the date on which the transaction is booked shall be used and a processing fee shall be charged. **The exchange rates applied by CS for the currency conversion related to credit card transactions in a currency other than the Euro are based on the latest available European Central Bank Euro foreign exchange rates. The currency conversion fee applied by CS can be found in the Table of Fees and Commissions of CS.**

## 12 Reimbursement Rights of Account Holder(s)

- 12.1 The provisions of the section "Claims for Refund in case of Payment Transactions" in the Terms and Conditions for Credit Transfers (the "TC") which form part of the Bank's General Terms and Conditions apply.
- 12.2 In addition, the Account Holder is entitled to a refund from CS for an authorized payment transaction which was initiated by or through a payee and which has already been executed, if both of the following conditions are met:
  - (a) the authorization did not specify the exact amount of the payment transaction when the authorization was granted;
  - (b) the amount of the payment transaction exceeded the amount the Account Holder could reasonably have expected taking into account the previous spending pattern, the conditions in the framework contract and relevant circumstances of the case.

At CS's request, the Account Holder shall bear the burden of proving that such conditions are met.

The refund shall consist of the full amount of the executed payment transaction. The credit value date for the Account Holder's account shall be no later than the date the amount was debited.

- 12.3 The Account Holder has no right to a refund where:
  - (a) he/she has given his/her consent to execute the payment transaction directly to CS; and
  - (b) where applicable, information on the future payment transaction was provided or made available in an agreed manner to the Account Holder by CS or by the payee at least 4 weeks before the due date.
- 12.4 The Account Holder can request the refund referred to in paragraph 12.2 of an authorized payment transaction initiated by or through a payee for a period of 8 weeks from the date on which the funds were debited.

Within 10 business days of receiving a request for a refund, CS shall either refund the full amount of the payment transaction or provide a justification for refusing the refund and indicate the bodies to which the Account Holder may refer the matter if he/she does not accept the reasons provided.

### **13 Cardholder Liability**

#### **13.1 Liability of the Cardholder for Authorized Transactions**

The Cardholder shall be liable for all authorized transactions made with the card; in particular, any discrepancies, including complaints relating to the purchase of products or services, and the resulting claims must be resolved directly with the MC Acceptance Point. When returning products, the Cardholder must demand that the MC Acceptance Point cancel the corresponding transaction and provide a cancellation confirmation. Potential disputes with the MC Acceptance Point do not release the Account Holder from the obligation to pay for the transactions listed in the Monthly Statement.

#### **13.2 Liability of the Cardholder for Unauthorized Transactions**

The provisions of the section "Claims for Refund in case of Payment Transactions" in the TC apply.

Gross negligence by the Cardholder exists in particular when:

- The Cardholder noted the PIN on the card or stored the PIN together with the card (for example, in the original envelope in which the PIN was provided to the Cardholder);
- The Cardholder disclosed the PIN to another person.

### **14 CS Liability**

#### **14.1 CS shall not be held liable in any case – except in the event of gross negligence on its part – for the adverse consequences resulting from the blocking/confiscating of one or more cards and/or any potential delay or lack of notification regarding this blocking/confiscation.**

CS shall not be held liable – except in the event of gross negligence on its part – for the adverse consequences associated with the blocking/confiscation of a card based on a notification received from a third party identifying himself/herself as the Cardholder. If doubt exists regarding the card to be blocked/confiscated, CS reserves the right to block/confiscate all cards issued by CS.

#### **14.2 The provisions of the section "Claims for Refund in case of Payment Transactions" in the TC apply.**

### **15 Liability of Multiple Cardholders**

The Account Holder(s) and the Cardholder(s) are jointly and severally liable to CS for all liabilities resulting from the use of all cards.

### **16 Ownership and Validity of the Card**

The card shall remain the property of CS. It is non-transferable. The card is only valid for the period mentioned on the card. Upon delivery of a new card, but no later than the expiration of the card's validity, CS is entitled to demand the return of the old card. If the authorization to use the card ceases prior to that point (for example, by termination of the MasterCard Contract), then the Cardholder shall return the card immediately to CS or destroy it.

CS also reserves the right to exchange a card during its term for a new card.

### **17 Blocking and Termination by the Account Holder**

#### **17.1 The Account Holder(s) may have one or more cards blocked at any time without giving reasons. A Cardholder who is not an Account Holder may have a card under his/her name blocked at any time without a reason being specified.**

#### **17.2 This Contract is concluded for an indefinite period. The Account Holder(s) can terminate the CS MasterCard Contract at any time in writing. The termination becomes effective following a one-month notice period. On termination, a right exists to a pro-rata reimbursement of the annual fee.**

#### **17.3 The termination of the account relationship with CS automatically leads to the termination of the MasterCard Contract.**

#### **17.4 The termination of the CS MasterCard Contract applies to all issued cards.**

#### **17.5 The termination results in all sums outstanding becoming due for payment without any other formalities. Once the termination becomes effective, the Account Holder(s) undertake(s) to destroy all cards immediately.**

- 17.6 Despite the termination or blocking of one or more cards, CS reserves the right to debit the Account Holder(s) for all amounts resulting from transactions that were triggered during the period before the card(s) were effectively returned/destroyed (including also charges related to recurring services such as newspaper subscriptions, membership fees, online services, etc.).

## 18 Termination by CS

CS may terminate the CS MasterCard Contract by giving reasonable notice of at least two months. CS may terminate the CS MasterCard Contract with immediate effect if good cause exists making the continuation of the CS MasterCard Contract, also with due regard for the legitimate interests of the Account Holder(s), unreasonable for CS. Such cause exists in particular when the Account Holder(s) has/have made inaccurate statements about their financial situation and CS based its decision to conclude a CS MasterCard Contract on these statements, or if a significant deterioration of the Account Holder's financial position has occurred or threatens to occur that places at risk the settlement of the liabilities to CS resulting from the CS MasterCard Contract.

## 19 Client Service, Correspondence Address

For all issues in connection with the issuance and use of cards, including a blocking notification, the client service is available to the Cardholder **around the clock (24 hours a day)** on the toll-free telephone number **00800 78 79 78 79**. **Written correspondence must be sent to the following address: CREDIT SUISSE (LUXEMBOURG) S.A., Client Data Management, P.O. Box 40, L-2010 Luxembourg, Fax +352 46 32 70.**

## 20 Changes to the GTCMC

- 20.1 CS reserves the right to modify these GTCMC at any time and/or to add new provisions, particularly in the event of changes to banking or governmental provisions, changes in banking practices, or changes of conditions in the financial markets. CS shall propose changes to the Principal Cardholder no later than two months prior to the planned date of their application. This two-month period shall start on the date on which CS sends the offer with the changes to the GTCMC. The Principal Cardholder will be deemed to have given his/her consent to the changes if he/she does not raise any objection in writing prior to the proposed effective date of the changes. The amended GTCMC shall then apply from this date. The notification to the Principal Cardholder may be made in any form that was agreed with him/her, but in any event by mail. CS may also provide the amended GTCMC to the Principal Cardholder as an internet link (<http://credit-suisse.com/lu/cards>) where the amended GTCMC can be accessed. CS shall also point out to the Principal Cardholder in this notification that his/her silence in relation to the notification of changes under the aforementioned conditions will be considered as consent to the associated changes. In the event of objection, the Principal Cardholder is entitled to terminate the MasterCard Contract with CS with immediate effect and free of charge. The amended GTCMC shall apply to all Cardholders. The Principal Cardholder shall inform the remaining Cardholders about the amendments to the GTCMC.
- 20.2 The General Conditions of CS shall apply to the extent they are compatible with the GTCMC.  
In the case of any contradictions, the GTCMC shall prevail.
- 20.3 The GTCMC are available at any time via the following internet link <http://credit-suisse.com/lu/cards>. In addition, every CS Cardholder may obtain a copy of the GTCMC in paper form or on another permanent form of data carrier from CS during the contract term.

## 21 Miscellaneous

The provisions of section "Miscellaneous" of CS's General Terms and Conditions apply in relation to the applicable alternative dispute resolution procedures.

The Cardholder may at any time request a copy of this Agreement free of charge.