

Conditions Governing the Use of Debit Cards

1. Applicability of contractual provisions

As soon as the client begins using a debit card (hereinafter referred to as a “Card”) issued by Credit Suisse (Switzerland) Ltd. (hereinafter referred to as the “Bank”), the documents named below and their terms and conditions shall apply to the client and any authorized card user designated by the client (hereinafter referred to collectively as “Authorized Cardholders”):

- (i) These conditions
- (ii) The fees and prices of the Bank that are applicable at the time the Card is used as amended from time to time
- (iii) The Bank’s other contractual provisions and conditions contained in the application signed or submitted electronically by the client as well as in the latest product information sheet as amended from time to time

(hereinafter referred to collectively as “Contractual Provisions”)

For all other matters, the Bank’s General Conditions apply.

2. Amendments to contractual provisions

The Bank reserves the right to expand, restrict, or rescind the scope of and options for using a Card (e.g. regarding the type of authorization and limits) as well as to amend the Contractual Provisions.

Amendments shall be made known by appropriate means, however, generally not through individual notification and shall be deemed approved once a Card is used after the amendments enter into force.

The current Contractual Provisions are available at the Bank or on the Bank’s corresponding product web page.

3. Terminating the contractual relationship

Either party may terminate this Agreement at any time. The client may also revoke the authorization to use a Card at any time by notifying the Bank.

Upon termination of the Agreement or revocation of authorization to use a Card, all affected cards must be immediately rendered unusable, e.g. by cutting them into pieces, without any further request.

The early recall, return, or destruction of a Card does not entitle the client to a refund of the annual fee. Despite termination or revocation of authorization to use a Card, the Bank remains entitled to debit any and all amounts attributable to use of a Card before the Card was rendered unusable from an account belonging to the client at the Bank.

4. Card issuance, validity, and renewal

After the Bank has reviewed and accepted the Card application, each Authorized Cardholder will receive a **personal, non-transferable Card** and a separate, personal, confidential code number (personal identification number, hereinafter referred to as a “PIN”) for each Card. The assigned PIN is a unique combination of numbers chosen for the Card by computer that is known to neither the Bank nor third parties. The PIN can be changed using automated teller machines intended for that purpose.

The Card is valid until the end of the date stated on the Card. Subject to proper use of the services and without the express renunciation by the Authorized Cardholder, the Card will be automatically replaced with a new Card prior to the date indicated on the Card. Authorized Cardholders who have not received a new Card ten days before the expiration of their current Card are required to notify the Bank.

All Cards are the property of the Bank.

5. Client’s coverage obligation and Bank’s right to debit

The Card must be linked to an agreed account between the Bank and the client to which transactions conducted using the Card are booked (hereinafter referred to as the “Debit Account”). The Card may be used only when the necessary coverage (funds balance or, if granted by the Bank, an overdraft limit) is available in the Debit Account.

The Bank is authorized to debit all charges incurred through use of the Card, including reserved or provisionally booked amounts (e.g. security deposit on car rental) from the Debit Account or post them as direct debits. A reserved or provisionally booked amount can remain posted to the Debit Account for up to 30 calendar days and will be applied to the Card limit and balance in the Debit Account as a final debit, thereby restricting the liquidity in the Debit Account.

An account overdraft is fundamentally not possible for payments and cash withdrawals made by minors. Transactions taking place in a currency that does not match the currency of the Debit Account will be converted to the currency used for the Debit Account at the Bank’s standard conversion rate. Although the current balance in the account is checked at the time of payment, it is possible that the account may fall below zero, depending on the exchange rate, when the final booking is made.

The Bank reserves the right to reject a transaction without providing any reasons if the Debit Account does not have sufficient coverage available, that is, booking the transaction would result in a negative balance on the account. If a transaction is rejected, the Bank shall not be liable for any losses or expenses incurred as a result or associated with it, such as default interest or reminder fees. If the balance is exceeded, the Bank may immediately charge the amounts owed.

6. Card use (features, options for authorization)

The Bank determines which possible uses (cash withdrawal in Switzerland and abroad, one-time or recurring payments for goods and services at retail stores, over the phone, online, etc.) are currently allowed with the Card. A list of the current Card applications, tips on using the Card correctly, and information on the conditions and fees for Card usage are available at the Bank (e.g. product information sheet) or on the Bank's product web page on the internet.

Using the Card for purposes not directly related to withdrawing cash or paying for goods or services or that, in the opinion of the Bank, are intended to serve unethical or illegal purposes is prohibited.

Every Card issued by the Bank is subject to the limits set by the Bank. Those limits are communicated by appropriate means. It is the responsibility of the client to inform the Authorized Cardholders, if any, about the limits.

Outside of the Card acceptance point, cardholders have the following **options for authorization** available to enable contractual use of the Card:

(a) Authorization by entering the PIN chosen by the Authorized Cardholder

For instance, this option can be used to withdraw cash at appropriately designated automated teller machines or from appropriately designated vendors and service providers.

(b) Authorization by using a 3-D Secure code

For instance, this option can be used for an online merchant at which the Authorized Cardholder, in addition to satisfying the applicable terms and conditions and providing the necessary proof of identity for the individual service, will be required to enter a code when paying with the Card.

(c) Authorization by providing only one's name, Card number, expiration date, and – if requested and available – the card verification value/code (CVV, CVC) printed on the Card

This enables the Authorized Cardholder to forgo strong client authentication procedures, for instance when making a purchase over the phone, on the internet, or using some other method of correspondence.

(d) Authorization by using the Card without entering the PIN or providing a different form of identification at automated paying agents

This method of payment is used, for instance, at ticket vending machines, highway toll booths, or parking garages, or when making contactless payments.

(e) Authorization by issuing a standing order to the Card acceptance point

A standing order allows the Card acceptance point to deduct recurring payments (e.g. monthly subscriptions, regular online services) via the Card information provided to it.

If authorization to make recurring payments or receive **services is no longer desired, then the payments and/or services need to be revoked or terminated directly at the Card acceptance point.** In the event a Card is terminated, Cardholders shall be required to change their method of payment by contacting the Card acceptance point themselves or submit notice of termination for any and all services that result in recurring debits.

Without prior notice, the Bank is entitled to **disclose the Card number and expiration date of a new Card to those merchants** to whom the Authorized Cardholder has authorized payments by storing the Card information (**card-on-file**, or COF) electronically (**Automatic Billing Update**).

7. Verification of identity and risk transfer

By authorizing the transaction (see section 6), the client acknowledges the amount payable to the Card acceptance point, and the Bank is explicitly and irrevocably instructed to pay the amounts due to the appropriate Card acceptance point.

Any person who verifies his or her identity by using the Card and entering the associated PIN or by using other means of identification at a Card acceptance point, including automated acceptance points (for example, in parking garages, at highway toll booths, or when making contactless payments), is authorized to perform the transactions possible with the Card (cash withdrawal, payment to retail stores or online merchants, etc.), even if that person is not the actual Authorized Cardholder.

In the case of cash withdrawals, most automated teller machines will print out a transaction receipt upon request. When payments are made for goods and services, transaction receipts are issued either automatically or upon request. The Bank itself does not mail out transaction receipts.

The Bank assumes no responsibility for transactions concluded with the Card. The client shall file, in particular, any complaints concerning goods and services as well as

disputes or claims arising from legal transactions directly with the appropriate acceptance point. The Bank's right to debit corresponding charges shall remain in effect without restriction.

The Bank also denies any responsibility if the acceptance point refuses to accept the Card, or if a payment or withdrawal cannot be executed with the Card. This also applies if the Card cannot be used as an automated teller machine or the Card is damaged or rendered unusable, for instance, by the automated teller machine.

8. Fees

The Bank is authorized to debit any charges and expenses incurred by the Bank for issuing a Card, authorizing the same, and for processing the transactions conducted using said Card as well as any associated costs and expenditures from the client's account in accordance with the current schedule of fees.

The Bank reserves the right to collect new charges and fees or modify existing charges and fees. The charges, fees, and changes to the same shall be made known by appropriate means, however, generally not through individual notification. Information about the current fee schedule can be obtained from the Bank or the Bank's corresponding product web page.

9. Authorized Cardholder's duty of care

Every Authorized Cardholder is required to fulfill the duty of care outlined below at all times. The Bank reserves the right to impose additional duties of care on Authorized Cardholders and shall inform them of those duties by appropriate means.

(a) Safekeeping

The Card and PIN and all other means provided for verification of identity are to be stored with particular care to prevent them from being misused.

(b) Secrecy of the PIN and any other means of verification of identity

Under no circumstances should the PIN, 3-D Secure code, or any other means of verifying one's identity be shared with other individuals. In particular, Cardholders should not make a note of their PIN or passwords for other means of identification on the Card itself or store them together with the Card, not even in modified form.

The Bank will never ask an Authorized Cardholder to disclose his or her PIN and/or passwords.

(c) Mandatory use of secure payment methods (3-D Secure)

If the Card acceptance point offers a secure method of payment (3-D Secure), the Authorized Cardholder is required to execute payment using that payment method.

(d) Changing one's PIN and not using known number combinations

Authorized Cardholders are advised to replace the initial, computer-generated PIN from the Bank (see section 4) with a new PIN of their choosing. The PIN can be changed at specially equipped automated teller machines at any time and as often as the Cardholder wishes.

In order to increase the level of protection against misuse of the Card, the personally assigned PIN and other means of verifying the Cardholder's identity should neither consist of combinations of numbers that can be easily guessed (such as a telephone number, date of birth, automobile license plate, etc.), nor should it be noted on the Card or stored together with the Card in some other manner, not even in modified form.

(e) Do not transfer the Card

Authorized Cardholders are prohibited from transferring their Cards, especially by lending or otherwise making them available to third parties.

(f) Notify the Bank immediately in the event of loss

If the Card or PIN is lost, or if the Card remains stuck in a device, Cardholders must immediately notify the office designated by the Bank.

(g) Reviewing account statements and immediate notification of the Bank in the event of 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 information must be reported within 30 days of receiving the account statement for the accounting period in question. The claims form must be completed in full, signed, and returned to the Bank within ten days of receipt.

(h) Notifying the police if criminal acts are suspected

In the event a criminal offense has been committed, the Authorized Cardholder must report the matter to the police. The Cardholder is required to assist in any investigation to the best of his/her ability and make every effort to minimize the loss.

10. Conditions for assumption of any loss

If the Authorized Cardholder has **fulfilled the Contractual Provisions**, especially the duties of care pursuant to section 9, **in every respect and is not otherwise guilty of any misconduct**, the Bank shall assume any losses incurred by the client as a result of fraudulent misuse of the Card by third parties using the Card to make cash withdrawals or payments. This also includes losses due to counterfeiting or forgery of the Card. Authorized Cardholders, their partners, relatives, other persons associated with

the Authorized Cardholder, and individuals living in the same household are not considered "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. Upon request by the Bank, the client is obligated to assign claims against third parties to the Bank in the amount of compensation provided to the client by the Bank.

Authorized Cardholders who do not comply with the obligations under these Contractual Provisions, especially the imposed duty of care, shall be fully liable for any and all losses incurred through use, including fraudulent use, of the Card until a block can be issued.

11. Malfunctions, business interruptions, blocking

In the event of malfunctions and business interruptions that prevent the use of the Card, Authorized Cardholders shall not be entitled to claim any damages.

The Bank is entitled to block the Card at any time without prior notification of the Authorized Cardholder and without providing reasons. The Bank will block the Card if the client explicitly requests, if the client reports that the Card is lost and/or there is a risk or problem involving the PIN or code, and as of the date on which the contract or Authorized Cardholder's authorization terminates.

Authorized Cardholders who are not clients may only block the Cards issued in their own names. A Card can only be blocked by contacting the office designated by the Bank. The Bank is entitled to debit the Account for use of the Card before the block takes effect within the period of normal business. The Debit Account can be charged for any costs associated with blocking.