



Conditions governing use of the Maestro card

I. General conditions

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 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 additional services provided by the card-issuing bank (see Clause III).

2. Account linkage

The Maestro card is always linked to a specific account (hereafter referred to as the “account”) at the card-issuing bank (hereafter referred to as “bank”).

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 card is always issued in the name of the authorized card holder.

4. Ownership

The Maestro card remains the property of the bank.

5. Fee

For the issuing of the Maestro card 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 Maestro card has been issued.

6. The authorized card holder's duty of care

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

a) Signature

Upon receipt of the Maestro card it is to be immediately signed by the authorized card holder in the space provided.

b) Storage

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

c) Keeping the Maestro PIN secret

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

d) Changing the Maestro PIN

Maestro 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).

e) Transferring the Maestro card

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

f) Reporting in case of loss

Upon loss of the Maestro card or the Maestro PIN, or if the Maestro card should be left behind in a machine, the specific unit indicated by the card-issuing bank is to be notified immediately (see Clause II.5 and Clause II.10).

g) 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. The loss report form is to be returned to the bank completed in full and duly signed within 10 days of its receipt.

h) 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 minimization of the loss to the best of his/her ability

7. Coverage obligation

The Maestro card may only be used if sufficient coverage exists 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 Clause I.1) from the account (see Clauses II.5). 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 currency.

9. Period of validity and card renewal

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

10. Cancellation

The Maestro card 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 Maestro card 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 Maestro card.

11. Modification of conditions

The bank reserves the right to modify these conditions at any time. Modifications will be notified in an appropriate form and are considered accepted if the Maestro card is not returned before the modifications come into effect.

12. General terms and conditions

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

II. Maestro card as a cash withdrawal and payment card

1. Cash withdrawal function

The Maestro card can be used at anytime for the withdrawal of cash together with the Maestro 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 Maestro card.

2. Payment function

The Maestro card can be used at anytime for the payment of goods and services together with the Maestro PIN at correspondingly designated merchants within Switzerland or abroad or with a signature upon a transaction sales slip up to the limit set for the Maestro card.

3. Maestro PIN (= secret number)

The Maestro 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 Maestro cards are issued, then each Maestro card receives its own Maestro PIN.

4. Changing the Maestro PIN

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

5. Legitimization, debiting and risk assumption

Each person, who through the insertion of the Maestro card and the entering of the correct Maestro number in a machine equipped for this purpose, legitimizes him-/herself or signs the transaction sales slip, is considered authorized to withdraw cash or make payments with this Maestro card; 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 Maestro card are thus assumed by the account holder.

6. Assumption of loss in the absence of fault

Assuming that the authorized card holder has adhered to the conditions governing the use of the Maestro card in all aspects (particularly the duties of care according to Clause 1.6) 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 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. Not considered to be "third parties" are the authorized card holder, his/her spouse, 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.

7. Technical malfunctions and operational breakdowns

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

8. Limitations of use

The bank sets the usage limit for each Maestro card issued and informs the account holder thereof in an appropriate manner. It is the responsibility of the account holder to inform any authorized persons regarding the usage limit.

9. 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.

10. Blocking

The bank is entitled to block the Maestro card at any time, without previous notice to the authorized card holder and without providing reasons. The bank will block the Maestro card upon the express notification of the authorized card holder, the loss of the Maestro card and/or the Maestro PIN, as well as cancellation by same. Authorized card holders without account authorization can only block Maestro cards issued in their name. The blocking can only be requested of the specific unit 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 holder can be charged for costs associated with the blocking.

The blocking will only be removed upon written permission being provided by the account holder to the bank.

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 for such usage with the bank.