

Terms and Conditions for the Use of the VZ Debit Mastercard



A General provisions

1. Types of operations (functions)

Depending on what the specific agreement may provide, the VZ Debit Mastercard (hereinafter «Debit Mastercard») may be used for one or more of the following functions:

- as a cash withdrawal card in Switzerland and abroad
- as a payment card for use in paying for goods and services in Switzerland and abroad
- for receiving and sending money transfers
- for other services of the card issuing bank

The options for using the Debit Mastercard may be changed by VZ Depository Bank Ltd (hereinafter «bank») at any time.

2. Account relationship

The Debit Mastercard always refers to a specific account (hereinafter «account») at the bank.

3. Authorised cardholders

Authorised cardholders may be account holders, authorised persons or persons designated by the account holder. Every Debit Mastercard is issued in the name of the cardholder.

4. Ownership

The Debit Mastercard remains the property of the bank.

5. Fees

The bank may charge the account holder fees, which the bank will notify to the account holder in an appropriate manner, for its issuance and management of the Debit Mastercard and authorisation thereof, as well as for the processing of transactions executed using the Debit Mastercard.

6. Duties of care of the cardholder

The cardholder has the specific following duties of care:

Safekeeping

The Debit Mastercard and the Debit Mastercard PIN must be stored with particular care and separately from each other.

Keeping the Debit Mastercard PIN secret

The Debit Mastercard PIN is to be kept secret and may under no circumstances be passed on by the cardholder to other persons. In particular, the Debit Mastercard PIN may not be noted on the Debit Mastercard or stored together with it in any other way, including in any amended form. The same applies to the PIN and other secret codes, samples and the like, the entry of which is required in order to use the Debit Mastercard in the context of mobile payment solutions.

Changing the Debit Mastercard PIN

Debit Mastercard PINs changed by the cardholder may not consist of easily identifiable combinations of numbers (such as a telephone number, date of birth, vehicle registration number, etc.).

Passing on of the Debit Mastercard

The cardholder may not pass on his/her Debit Mastercard or, in particular, hand it over or otherwise make it available to third parties.

Notification in the event of loss

In the event that the Debit Mastercard or the Debit Mastercard PIN is lost or the Debit Mastercard is captured by a device, the office designated by the bank must be notified immediately (see «Identification, debits and liability for risk» and «Blocking»). As a general rule, the account holder who fails to comply with his duty of care will be liable without limitation for any losses and misuse of the Debit Mastercard until such time as the card is blocked.



Duty to verify and report discrepancies

The account holder has a duty to check the corresponding account statements immediately upon receipt and to report any discrepancies, in particular any debits due to misuse of the card, to the bank without delay, but at the latest 30 days after receipt of the account statement for the corresponding billing period. Failure to assert a complaint in good time may mean that the card holder is in breach of his duty to mitigate damages and may render him liable for the resulting losses. The claim form must be completed and signed and returned to the bank within 10 days of receipt.

Reporting to the police

Where a criminal offence has been committed, the cardholder must file a report with the police. To the best of his/her knowledge, he/she must assist with the investigation into any potential claim and help with mitigation of the resulting losses.

7. Obligation to ensure sufficient funds

The Debit Mastercard may only be used if the necessary funds (credit balance or credit limit) are available in the account. The bank has the right to reject a transaction if the account lacks sufficient funds. The bank shall not be liable for any costs (e.g. overdraft interest, reminder fees, etc.) resulting from insufficient funds in the account.

8. Right of the bank to debit the account

The Bank is authorised to debit from the account all amounts arising from the use of the Debit Mastercard (see «Types of operations (functions)»), including amounts reserved or provisionally posted to the account (e.g. deposit for car rental), (see «Identification, debits and liability for risk»). The bank's right of debit shall remain unrestricted even in the event of disputes between the cardholder and third parties. Amounts in foreign currencies are converted into the currency in which the account is held. In the event that cash withdrawals are made in a currency other than the card currency, the relevant exchange rate of the bank will be applied. A cash withdrawal in a foreign currency may result in fees.

9. Term of validity and card renewal

The Debit Mastercard is valid until the date indicated. In the ordinary course of business, and absent an express waiver from the cardholder, the Debit Mastercard will be automatically replaced by a new Debit Mastercard before the expiry date indicated on it.

10. Notice of termination

Notice of termination may be given at any time. The revocation of a power of attorney pursuant to section «Authorised cardholders» is deemed the equivalent to termination. Upon termination, the Debit Mastercard be promptly returned to the bank unbidden. The early recall or return of the card does not give rise to any right to any claim for refund of the annual fee.

Despite termination, the bank remains entitled to debit the account for all amounts arising out of use of the card prior to the physical return of the Debit Mastercard to the bank.

11. Amendments to the terms and conditions

The bank reserves the right to amend these terms and conditions at any time. Amendments will be notified in an appropriate manner and will be deemed to have been approved if the Debit Mastercard is not returned before the amendments take effect. The account holder is obliged to notify the bank immediately and in writing of any contract-relevant changes (e.g. name, address, income situation, etc.).

12. General terms and conditions

In all other respects, the General terms and conditions of VZ shall apply.



B Debit Mastercard as a cash withdrawal and payment card

1. Cash withdrawal function

The Debit Mastercard may be used together with the Debit Mastercard PIN at any time to withdraw cash from appropriately designated ATMs and abroad, or by signing the transaction receipt at appropriately designated providers, up to the limits set for the Debit Mastercard.

2. Payment function

The Debit Mastercard may be used at any time to pay for goods and services in Switzerland and abroad together with the Debit Mastercard PIN, by indicating the name stated on the card, the card number, the expiry date and (if requested) the three-digit security code (CVV, CVC) or by simply using the card (e.g. in car parks, motorway tollbooths or for contactless payment) with appropriately designated providers up to the limits set for the Debit Mastercard. Where offered by the bank, the Debit Mastercard may be used for receiving and sending money transfers.

3. Termination of recurring services

The account holder is responsible for ensuring that recurring services purchased with the Debit Mastercard must be terminated at the acceptance point if they are no longer desired. In the event that a card is terminated, the account holder must independently change the payment method at the acceptance point or, where applicable, terminate the payment method for all services that result in a recurring debit.

4. Debit Mastercard PIN (=secret number)

In addition to the Debit Mastercard, the Debit Mastercard PIN will be sent to the cardholder in a separate, sealed envelope. The PIN is a six-digit machine-calculated secret number specific to the card, which is not known to the bank or third parties. If more than one Debit Mastercard is issued, each Debit Mastercard will receive its own Debit Mastercard PIN.

5. Changing the Debit Mastercard PIN

The cardholder is advised to select a new six-digit Debit Mastercard PIN at ATMs set up for this purpose, which will immediately replace the previously valid Debit Mastercard PIN. The Debit Mastercard PIN may be changed at any time and as often as necessary. In order to increase protection against misuse of the Debit Mastercard, the Debit Mastercard PIN selected may not consist of easily identifiable combinations (see «Duties of care of the cardholder»), or be noted on the Debit Mastercard or be stored together with it in another manner, including in amended form.

6. Debit Mastercard e-commerce transactions

In the case of an e-commerce payment transaction, the cardholder must arrange payment using a secure authentication method (3-D Secure), if so requested by the merchant. The cardholder must register for such a solution in advance (3-D Secure App or text message).

7. Identification, debits and liability for risk

Any person who identifies himself/herself by entering the Debit MasterCard and the corresponding Debit Mastercard PIN on a device set up for this purpose, by providing the name, card number, expiry date and (if requested) the three-digit security code (CVC) shown on the Debit Mastercard, by identifying himself/herself in another manner specified by the bank (e.g. by issuing an approval using biometric data via an App provided by the bank, by entering the Mobile ID PIN and the like) or by using the card at automated payment points (e.g. in car parks, at motorway toll booths or at other automated payment points) is deemed to be authorised to make the cash withdrawal or payment using this Debit Mastercard; this applies even if that person is not the actual cardholder. Accordingly, the bank is authorised to debit the account for the amount of the transaction which is thus effected and electronically registered. The risks arising from misuse of the Debit Mastercard are thus generally borne by the account holder.



8. Assumption of losses where there has been no fault on the part of the cardholder

Provided that the cardholder has fully complied with the terms and conditions governing the use of the Debit Mastercard (in particular pursuant to «Duties of care of the cardholder») and that he/she is not otherwise at fault, the bank shall bear any losses incurred by the account holder as a result of misuse of the Debit Mastercard as a cash withdrawal or payment card by third parties. This also includes losses resulting from forgery or falsification of the Debit Mastercard. Cardholders and their spouses, as well as persons living in the same household with them, shall not be regarded as «third parties». Losses for which an insurance company is responsible, as well as any consequential losses of any kind, are not covered.

9. Technical faults and service interruptions

The cardholder shall not be entitled to claim damages as a result of technical faults and service interruptions that preclude the use of the Debit Mastercard for cash or payment functions.

10. Liability in the event of non-acceptance of the Debit Mastercard

The bank disclaims all liability if, for any reason whatsoever, the acceptance point refuses to accept the Debit Mastercard or if, for technical or other reasons, it is impossible to execute a payment or a transfer using the Debit Mastercard. The foregoing also applies in the event that the Debit Mastercard cannot be used at the ATM or if the Debit Mastercard is damaged or rendered unusable by the ATM.

11. Responsibility for transactions concluded with the Debit Mastercard

The bank assumes no responsibility for transactions concluded with the Debit Mastercard. In particular, the account holder must resolve any complaints concerning goods and services as well as disputes and claims arising from legal transactions directly with the relevant acceptance point. The bank's right to debit the cardholder's account shall remain in force without limitation.

12. Limits

The bank sets limits for each issued Debit Mastercard and notifies the cardholder of them in an appropriate form. It is the responsibility of the account holder to inform any authorised person of such limits.

13. Transaction receipt

In the case of cash withdrawals at most ATMs, the cardholder receives a transaction receipt on request, and in the case of payment for goods and services automatically or upon request. The bank itself does not subsequently send any debit notices.

14. Blocking

The bank is authorised at any time to block the Debit Mastercard without prior notice to the cardholder and without stating reasons. The bank will block the Debit Mastercard if expressly requested to do by the cardholder, or if the cardholder notifies the bank of the loss of the Debit Mastercard and/or the Debit Mastercard PIN, as well as upon termination. Authorised cardholders without an account authorisation may block only Debit Mastercards issued in their name.

The placement of a block on the card may only be requested at the office designated by the bank or carried out independently via the bank's digital channels (if any), and will only be removed with the consent of the account holder. The same applies to the unblocking of the card by an authorised card holder via the bank's digital channels provided for this purpose. The bank is authorised to debit the account for transactions made with the Debit Mastercard before the block takes effect within such period as is customary. The costs associated with placing the block may be debited from the account.

15. Disclosure of data to third parties and data processing

The cardholder accepts that the bank is authorised to transmit customer and card data as well as Debit Mastercard-specific transaction data to third parties in Switzerland or abroad, to the extent they are involved in processing the transaction. The cardholder's attention is drawn to the fact that conclusions regarding the cardholder's actions may potentially be drawn from the transaction data.



C Use of Debit Mastercard for further services of the bank

If the Debit Mastercard is used for other services of the bank, these shall be governed exclusively by the provisions agreed with the bank for this purpose.

D Applicable law and jurisdiction

The legal relationship between the cardholder and the bank is governed by Swiss law. The place of performance and, for cardholders residing abroad, the place of debt collection, shall be the registered office of the bank. Jurisdiction and venue for disputes shall lie with the courts at the place of the bank's registered office.

