

Conditions governing the use of the Mastercard Debit

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Note: Although for purposes of readability the masculine gender form is used to reference persons in the relevant sections, this is, of course, always deemed to include members of both genders. The same applies to the plural form.

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I. General provisions

1. Types of usage (functions)

The Mastercard Debit can be used, subject to agreement, for any of the following functions:

- to make cash withdrawals and as a payment card in order to pay for goods and services (cf. section II) in Liechtenstein, in Switzerland and in other countries;
- to receive other services from the card-issuing bank (cf. section III).

2. Linking with an account

The Mastercard Debit must always be linked with a specific account (hereinafter referred to as the "Account") at the card-issuing bank (hereinafter referred to as the "Bank").

3. Persons authorised to use the card (hereinafter referred to as the "Cardholder")

Cardholders may include the account holder, any person authorised to operate on the Account or any person authorised by the account holder to use the card. Each Mastercard Debit shall be issued in the name of the respective Cardholder.

4. Ownership

The Mastercard Debit shall remain the property of the Bank.

5. Fees

The Bank may charge fees to the account holder in respect of the issue and/or authorisation of the Mastercard Debit as well as the processing of any transactions concluded using the Mastercard Debit, which fees shall be notified in an appropriate manner. These fees shall be charged to the Account for which the Mastercard Debit has been issued.

6. Cardholder's duties of care

The Cardholder shall be subject in particular to the following duties of care:

- a) Signature
The Mastercard Debit must be signed by the Cardholder immediately upon receipt in the area designated for this purpose.
- b) Safe keeping
The Mastercard Debit and the PIN must be safely stored with particular care and must be kept separately from each other.
- c) PIN confidentiality
The PIN must be kept confidential and must not under any circumstances be shared by the Cardholder with any other persons. In particular, the PIN must not be noted on the Mastercard Debit, and must not be stored together with it in any other manner, even in amended form.
- d) Confidentiality of card number, expiry date and security code
The card number, card expiry date and security code must be kept secret and must not under any circumstances be shared by the Cardholder with any third party, other than for usage according to the intended purpose.
- e) Changing the PIN
Any new PIN set by the Cardholder must not be comprised of combinations of digits that are easy to guess (such as telephone numbers, dates of birth, car numberplates, etc.).
- f) Sharing the Mastercard Debit
The Cardholder must not share his Mastercard Debit and must not hand it over or otherwise make it accessible in particular to any third party.

g) Notification of loss

The body designated by the card-issuing bank must be notified without undue delay if the Mastercard Debit has been lost, if the PIN has been forgotten or if the Mastercard Debit has been withheld by any device (cf. also sections II.5 and II.10).

h) Duty to check for and report any discrepancies

The account holder is obliged to check each respective account statement immediately upon receipt and to report any discrepancies – including in particular any debits relating to misuse of the card – to the Bank without undue delay, and under all circumstances no later than 30 days after receipt of the account statement for the billing period concerned. Following expiry of this period, the transactions shall be deemed to have been accepted by the account holder.

i) Police report

The Cardholder must submit a report to the police in the event of any criminal conduct. He shall assist in clarifying the circumstances of any loss to the best of his knowledge and in reducing the resulting losses.

7. Cover requirement

The Mastercard Debit may only be used if the necessary cover is available on the Account (credit balance or credit limit).

8. Bank's right to debit payments

The Bank shall be entitled to charge to the Account (cf. sections II.5 and III.2.) or to register as debits all amounts relating to usage of the Mastercard Debit (according to section I.1), i. e. also any amounts that have been reserved or provisionally booked (e. g. car hire deposit, etc.). Any amount that has been reserved or provisionally booked may remain blocked on the Account for up to 31 calendar days and may be imputed to the card limit and the account balance in the same manner as a definitive debit, thereby restricting liquidity on the Account. Any transactions concluded in a currency that is not the same as the currency of the Account shall be converted into the currency of the Account according to the exchange rate set by the Bank. Even if the current account balance was checked at the time the payment was instructed or reserved, depending upon the exchange rate it is possible that the account balance may become negative at the time it is definitively booked.

Similarly, in the event that a compound transaction is registered, the resulting net amount may be higher than the account balance at the time the net amount is booked, thereby resulting in a negative balance on the Account. A compound transaction may be registered for instance where an application has been used on a mobile device (e. g. a ticket app that cumulates all purchases made via the app over a certain period of time and transmits them to the Bank for booking at the end of the period of time selected). The Bank is entitled to refuse a transaction without stating reasons in the event that there is insufficient cover on the Account (i. e. if the booking of the transaction would result in a negative balance on the Account). In the event of any refusal, the Bank shall not incur liability for any losses or costs arising in this regard (such as default interest or reminder fees). The Bank may demand the immediate payment of the amount due in the event that the credit balance is exceeded. The Bank shall be entitled to debit payments without restriction, even in the event of any dispute between the Cardholder and a third party.



9. Validity period and issue of a new card

The Mastercard Debit shall remain valid until the expiry date indicated on it. The Mastercard Debit will be automatically replaced with a new Mastercard Debit before the expiry date indicated on it, provided that transactions have been processed properly, and unless expressly objected to by the Cardholder.

10. Termination

Notice of termination may be given at any time. The revocation of authorisation in accordance with section 1.3 shall have equivalent effect to termination. The Mastercard Debit shall be returned to the Bank unsolicited without undue delay after termination has taken effect. The early recovery or return of the card shall not establish any entitlement to the reimbursement of the annual fee. Notwithstanding termination, the Bank shall be entitled to debit from the Account all amounts associated with usage of the card before the Mastercard Debit was actually returned.

11. Amendment of the Conditions

The Bank reserves the right to amend these Conditions at any time. Any amendments shall be notified in an appropriate manner and shall be deemed to have been approved unless the Mastercard Debit is returned before the amendments take effect.

12. General Business Conditions

Except as otherwise provided herein, the General Business Conditions and the General terms and conditions governing payment services of the Bank apply.

II. Mastercard Debit as a cash withdrawal and payment card

1. Cash withdrawal function

The Mastercard Debit may be used at any time to withdraw cash by entering the PIN at a specifically designated cash machine

in Liechtenstein or abroad or by signing the transaction receipt with a specifically designated merchant up to the card limit set for the Mastercard Debit.

2. Payment function

The Mastercard Debit may be used at any time to pay for goods and services in Liechtenstein or abroad by entering the PIN or by signing the transaction receipt at a specifically designated merchant up to the card limit set for the Mastercard Debit.

3. Receiving and sending money

Where offered by the Bank, the Mastercard Debit can be used to receive and send money transfers.

4. PIN

The person authorised to use the card shall be provided with a PIN in addition to the Mastercard Debit in a separate, sealed envelope. This is a six-digit, machine-generated secret code specific to the card, which is not known either to the Bank or any third party. If more than one Mastercard Debit has been issued, a PIN shall be issued for each Mastercard Debit.

5. Changing the PIN

The Cardholder is advised to choose a new six-digit PIN at a specifically designated cash machine to replace the PIN previously set. It can be changed on any number of occasions and at any time.

In order to increase protection against misuse of the Mastercard Debit, the Mastercard Debit PIN chosen must not be comprised of combinations that are easy to guess (cf. section 1.6, letter d), and must not be noted on the Mastercard Debit or otherwise stored together with it in any other manner, even in amended form.

6. Authentication, debiting and transfer of risk

Any person who authenticates himself by inserting the Mastercard Debit and entering the corresponding PIN into a designated device or by signing a respective transaction receipt shall be deemed to be entitled to make the cash withdrawal or payment using this Mastercard Debit; this shall also apply in the event that the person concerned is not the actual Cardholder. The Bank shall accordingly be entitled to debit from the Account the amount of any electronically recorded transactions concluded in this manner. The risks associated with any misuse of the Mastercard Debit shall thus be borne as a general rule by the account holder.

7. Covering of losses in situations not involving fault

Provided that the Cardholder has complied with the Conditions governing the use of the Mastercard Debit in all respects (including in particular the duties of care set forth in section 1.6) and is not otherwise at fault, the Bank shall cover all losses arising for the account holder in relation to any misuse of the Mastercard Debit by third parties for the purpose of cash withdrawal or as a payment card. This shall also apply to losses resulting from the forgery or falsification of the Mastercard Debit. The Cardholder and his spouse or any persons living in the same household as him shall not have the status of "third parties". Any losses for which insurers are liable as well as any consequential losses of any type whatsoever shall not be covered.

8. Technical faults and breakdowns

The Cardholder shall not have any entitlement to claim compensation on account of technical faults or breakdowns that prevent the Mastercard Debit from being used for the purpose of withdrawing cash and/or making payments.

9. Card limits

The Bank shall set a limit for each Mastercard Debit issued, which it shall notify in an appropriate manner. It shall be for the account holder to inform any persons authorised to use the card concerning card limits.

The Bank shall be entitled to change the card limit at any time without previously notifying the Cardholder and/or the account holder and without stating reasons.

10. Transaction receipt

The Cardholder shall receive a transaction receipt for cash withdrawals at most cash machines (upon request) or upon payment for goods and services (automatically or upon request). The Bank itself does not subsequently issue any debit notes.

11. Blockage

The Bank shall be entitled to block the Mastercard Debit at any time without previously notifying the Cardholder and without stating reasons. The Bank shall block the Mastercard Debit at the express request of the Cardholder if he reports that the Mastercard Debit has been lost and/or that the PIN has been forgotten, or upon termination of the Mastercard Debit. Any Cardholder who has not been authorised to conclude transactions on the Account may only arrange for the Mastercard Debit that has been issued in his name to be blocked. A blockage can only be issued with the body designated by the card-issuing bank. The Bank shall be entitled to charge the Account for any usage of the Mastercard Debit occurring before the blockage was applied, which must occur within a period of time appropriate in the ordinary course

of business. Any costs associated with the blockage may be charged to the Account. The blockage may only subsequently be removed by the Bank with the written approval of the account holder.

12. Country settings

Each Mastercard Debit has country settings (geoblocking). The following countries are activated according to the basic settings: Liechtenstein, Switzerland and all EU countries.

Separate settings apply to each individual Mastercard Debit, which may be altered by the authorised Cardholder at any time by written notice to the Bank. The account holder may alter the country settings for all Mastercard Debit issued in relation to the Account by written notice to the Bank.

The Bank shall block the Mastercard Debit at any time and without prior notice to the Cardholder in the event that the Mastercard Debit is used in a country that has not been activated by the Cardholder and/or the account holder.

III. Mastercard Debit for other services provided by the Bank

If the Mastercard Debit is used for other services provided by the Bank, these shall be governed exclusively in accordance with the conditions agreed upon in relation to them with the Bank.