

## GENERAL TERMS AND CONDITIONS OF USE FOR HELVETICARD CARDS

### 1. GENERAL TERMS AND CONDITIONS

#### Preamble:

These General Terms and Conditions (hereinafter "GTC") govern the relationship between the Bank and the cardholder.

In cases where the cardholder is a partner cardholder, the main cardholder is jointly and severally liable for all the obligations of the partner cardholder.

The GTC are updated regularly and are available from your relationship manager or on the Helveticard application.

By signing the application form for a Visa card issued by the Bank, the cardholder accepts these GTC.

#### 1.1 Card Issuance

If the application is accepted by the Bank, the cardholder receives a personal VISA card in his/her name. The personal identification number (hereinafter the "PIN code") is then available on the Helveticard application, as well as in the client's E-Banking and Mobile Banking areas. In addition, the cardholder receives one (or more) personal, non-transferable card(s) by post. The card may not be lent, transferred or made available to anyone other than the cardholder.

All cards remain property of the Bank and are issued in return for payment of annual fees set by the Bank.

#### 1.2 Use of the card and transaction authorization

The cardholder can purchase goods and services worldwide from VISA's contractual partners up to the individual limit of the card (hereinafter "the limit" for credit cards or "card account balance" for prepaid cards).

When making a card transaction, the cardholder must check the receipt and sign it. The signature must be the same as that on the back of the card. By signing, the cardholder agrees that the amount is correct, that the debt contracted is real and gives an irrevocable order to the Bank to pay the amount in his/her name and on his/her behalf to the contractual VISA partner by debit of the bank account linked to the card.

The cardholder is entitled to use the card to withdraw cash in banks and at the automatic teller machines ("ATM") that are affiliated with VISA. Cash withdrawals are limited to a single amount and to a maximum per day and/or per month. A commission is charged for each cash withdrawal. The commission rate in effect can be obtained from the Bank at any time. When the card is used at an ATM, the PIN code replaces the cardholder's signature. Identification with the PIN code and/or other codes linked to the card replaces the signature and is equivalent to acceptance of the transaction via signature by the cardholder.

The cardholder can also make purchases or reservations with the card that are not signed by the cardholder or for which the cardholder did not use the PIN code (e.g., service stations, vehicle rentals, hotel reservations, orders by mail or telephone).

All transactions made as listed above by the cardholder automatically instructs the Bank to settle the claims of the merchants paid via the card.

It is prohibited to use the card for illegal purposes.

The use of an expired, blocked, altered, falsified or invalid card or of a card whose return has been requested by the Bank is forbidden and can lead to legal proceedings. The cardholder is liable for any resulting damages. The cardholder's liability in the event of non-compliance with due diligence obligations is described in Point 1.5.

The cardholder is aware that VISA's contractual partners can request to see an official ID document.

The Bank reserves the right to change Card's rights, the PIN code, other codes and the Card's limit at any time and without having to provide a reason. The limit is shown on the monthly statement.

#### 1.3 Fees/Interest/Foreign exchange

The cardholder may be charged fees, taxes, commissions and interest for the card and its use. All information can be obtained from the Bank at any time. Furthermore, third-party costs may be passed on and expenses incurred by the cardholder shall also be charged.

The Bank is entitled to make changes to rates/interest at any time in order to take into account changes in market conditions and costs. When circumstances warrant, these changes can be made without prior notice. Cardholders who disagree with a change are entitled to cancel their card with immediate effect.

For transactions carried out in a currency other than that of the card, the exchange rate used will be the one in effect on the day prior to the accounting date, plus a processing fee.

#### 1.4 Invoicing and card statements

The cardholder agrees to pay the annual fee for the card and all amounts resulting from the use of the card, with or without the PIN code, and from the use of the partner card.

The cardholder will receive a statement of all card transactions once a month. The statement will also include all fees/interest due. **The cardholder must immediately check the monthly statements and report any disagreement in writing to the Bank within 30 days from the date of issuance of the card statement. Past this deadline, all transactions are deemed as definitely accepted by the cardholder.** Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims do not release the cardholder from the obligation to pay the monthly statements to the Bank in a timely manner.

Card transactions can also be reflected through a card account.

#### 1.5 Cardholder due diligence obligations

**The cardholder must sign the back of the card on receipt** in the strip provided for this purpose in ballpoint pen or with a permanent marker.

**The cardholder agrees to keep the PIN code confidential and separately from the card.** The PIN code should never be written on the card, be saved electronically (even in a modified form).

Expired, invalid or blocked cards must be automatically and immediately rendered unusable. Cancelled cards must be returned to the Bank.

If the cardholder does not receive his/her new card within 15 days of the expiry of the current card, he/she must inform the Bank immediately.

Any changes to the data provided on the card's application form (name, address, account relationship, etc.) must be notified to the Bank in writing within 15 days.

In the event of cancellation/blocking of the card, the cardholder must inform all contractual partners with whom the card is used as a means of payment for recurring services (e.g., newspaper subscriptions, memberships, online services, etc.).

#### 1.6 Blocked card following loss or theft of card/

**In the event of loss, theft, non-receipt, confiscation or misuse of the card, or if such events are suspected, the cardholder must immediately contact the Bank's Customer Service, regardless of the time difference, on telephone number + 41 800 00 55 44, available 24/7, and request that the card be blocked.** The Bank is not responsible for the consequences that may result from the blocking of the card.

A replacement card will be issued by the Bank and sent to the client at the current fee. A new PIN code will then be available on the Helveticard application or in the client's E-Banking and Mobile Banking areas.

In the event that criminal use is suspected, the cardholder may be requested by the Bank to file a complaint with the local police. The cardholder must work in good faith to assist with the investigation and minimize damages.

The Bank is authorized to debit the bank account linked to the card for the amount of the transactions made before the card was blocked. The Bank is equally authorized to debit the bank account linked to the card for the amount of the transactions carried out, even if the card is blocked. The liability of the cardholder / is addressed at Point 1.8.

Any expenses resulting from blocking the card, replacement of the card and/or of the PIN code may also be charged to the cardholder. The rate in effect can be obtained from the Bank at any time.

Only the GTC and special conditions of the insurance policy are applicable to the detailed services and the conditions for handling claims. The Bank is not liable for any damages or for any potential indirect damages, of any type whatsoever, if they are covered by an insurance policy. The cardholder assigns all claims resulting from damages to the Bank and expressly accepts that the insurance will be paid directly to the Bank. In the event of damages, the cardholder must work in good faith to assist the investigation and to minimize the damages.

### 1.7 Blockage and/or cancellation of the card

The main cardholder and the partner cardholder can request that their card(s) be blocked or cancel the contract at any time, without having to provide a reason. The Bank is entitled to block or cancel the card, at any time, without having to provide a reason.

In addition, the main cardholder may request that a partner card be blocked or cancel the contract at any time, without the consent of the partner cardholder.

When the return of a card has been requested, it must be sent immediately to the Bank after being cut into pieces, or given to an authorized representative of the Bank. The GTC are applicable to any use of the card before it is returned. The provisions of this paragraph are also applicable in the event of cancellation or early return of the card by the cardholder. When the card is returned, all outstanding amounts become due including interest and any fees.

Spontaneous early return of the card does not entitle the cardholder to a partial refund of the annual fee.

### 1.8 Cardholder liability

**The cardholder is liable for the full amount of all commitments related to the use of the card and for all obligations resulting from the use of the card with or without the PIN code or other codes. This liability extends to all cards, (including partner cards) issued at the request of the main cardholder. Consequently, the Bank may invoice the main cardholder for all card-related expenses related and debit the bank account linked to the card.**

The partner cardholder is jointly and severally liable with the main cardholder towards the Bank for any expense related to his/her partner card.

**The Bank assumes no liability for the use of the card, the transactions carried out using the card and the results and consequences of the transactions, and it cannot be called upon as a third party or be bound by a guarantee for any reason whatsoever.**

All claims related to the purchase of goods or services and any disagreements or claims resulting from these purchases must be resolved directly and exclusively by the cardholder with the merchant in question. In the event that merchandise is returned or in the event of cancellation or termination of a contract for the purchase of merchandise for any reason whatsoever involving the reciprocal return of a service, the cardholder must request that the merchant in question provide confirmation of the credit and/or a transaction cancellation number. This

provision is also applicable to the purchase and booking of services (e.g. hotel reservations, vehicle rentals, etc.).

The cardholder is liable for any damages resulting from requests for information, subscriptions, the provision of services, contracts of any kind subscribed to, notably over the Internet, and particularly in the event of lack of authorization, insufficient knowledge of the system or fraudulent use of the card. Disputes do not release the cardholder from his/her obligation to pay the monthly bill.

**The cardholder is responsible for the total amount of authorized transactions in accordance with Point 1.2 until the card is blocked.**

All risks related to the fraudulent use of the card are, in principle, the Cardholder's responsibility. In any event, they must be assumed by the Cardholder if the transactions were authorized via the use of the PIN code. In all other cases, if the claim is made within the deadline set in Point 1.4, the Bank will assume the damages resulting from the fraudulent use of the by third parties on condition that the Cardholder has complied with all GTC provisions (in particular the due diligence obligation described in Point 1.5) and that no fault can be ascribed to them. Persons related to the Cardholder or otherwise associated with him/her (partners, representatives, people living under the same roof, etc.) are not considered to be third parties.

Any damages resulting from dispatch of the card and/or means of authentication shall be borne by the cardholder.

The cardholder is responsible for any damage suffered as a result of the possession and use of his/her card. The Bank assumes no liability for the refusal of the card by a merchant or due to a technical failure or because the limit has been changed or the card has been cancelled or blocked. Regardless of card cancellation or blocking, the Bank reserves the right to debit the bank account linked to the card for the full amount of recurring services (see Point 1.5).

The Bank assumes no liability for accessory or complementary services provided with the card and for any damages that must be covered by insurance.

**The cardholder who does not meet his/her obligations as described in this paragraph and in other paragraphs of the GTC is liable for the consequences of the fraudulent use of the card, even in the case of loss or theft for expenses incurred after it has been blocked. The cardholder is responsible, in particular, for the consequences of any use of the Card in an automatic teller machine requiring a PIN code.**

### 1.9 Card renewal

The card and all related and additional services provided with it expire at the end of the month and year shown on the card. The card is automatically renewed by the Bank and sent to the cardholder at the same time as the annual fee is debited from the bank account linked to the card.

The Bank has the right not to renew a card without having to provide a reason. If the cardholder does not want to renew his/her card, he/she must notify the Bank in writing **two months before** the card's expiry date, failing which, the cardholder will be required to pay the annual fee for the following year.

### 1.10 Change of identifier

For any change of identifier and/or telephone number, the client must send the request directly to his/her relationship manager.

### 1.11 Data acquisition, processing and transmission to third parties

The issuer's privacy policy applies. This can be found at: <https://cbhbank.com/en/international/privacy-policy/> and is subject to amendments from time to time.

The processing of personal data is carried out in full compliance with the applicable data protection regulations, namely the Swiss Data Protection Act (DPA). The cardholder acknowledges that data protection legislation allows him/her to have access to information and, under certain conditions, to have the data stored at the issuer to be corrected, blocked or deleted.

The cardholder accepts that the issuer may delegate areas of activity or services to its Group companies or external companies

(subcontractors), in Switzerland or abroad. The Group companies responsible for processing the card business have the same right to outsource. This includes, in particular, the processing of the card business, the creation of documents, card printing, invoicing, collection, and fraud management that can be outsourced in whole or in part. With regard to outsourcing, it could happen that contractual or transactional data are sent to internal or external service providers and that these service providers in turn call upon other service providers.

The cardholder agrees in particular that these service providers have been informed about his/her personal data if said data are essential for the conscientious execution of the assigned tasks. If such third parties are not subject to Swiss bank-client confidentiality, personal data will be disclosed only if the recipients undertake to keep the information and data confidential and to ensure that any other contracting partners are also bound by this obligation.

The cardholder confirms that the information provided on the Card application form is true and correct and authorizes the issuer to obtain from public bodies (debt enforcement authorities, residents' registration offices, adult protection authorities), his/her employer, banks, and the Zentralstelle für Kreditinformation (ZEK) (Central Office for Credit Information) any information that may be required for the purpose of assessing his/her application (regarding current address, financial standing, any general deputyships). Furthermore, the issuer may notify the ZEK about blocked cards, serious payment default or improper use of the card, and may make a report to the IKO on the basis of the Consumer Credit Act (Konsumkreditgesetz, KKG). The ZEK and the IKO are expressly permitted to make this data available to their members (members are companies from the consumer credit, leasing and credit card businesses). **To this extent, the cardholder releases the issuer and the above-mentioned offices from banking secrecy/professional secrecy.**

The cardholder accepts that even with respect to transactions conducted in Switzerland, data will be forwarded to the issuer via the international credit card network. The following data may be processed in particular: information on the cardholder, card transactions, and any additional or ancillary services. Whenever the cardholder transmits third-party data to the issuer (e.g. information in the payment card application), the issuer assumes that he/she is authorized to do so and that such data are correct. **The cardholder shall inform such third parties of the processing of their data by the issuer.**

Personal data are maintained in electronic and/or paper format. The issuer or third parties appointed by the issuer may store, process, and use cardholder and transaction data, in particular for the purposes of marketing, market research, and creating customer profiles. The storage, processing, and use of cardholder's data may be used for personalized advice, customized offers, and information on the issuer's products and services to be supplied to the cardholder.

The international credit card organization, Visa International, and its contractual partners tasked with processing transactions only have data relating to such transactions (e.g. card and transaction numbers, amount and transaction dates, posting and billing dates, information on the contractual partner). In some cases (e.g. purchasing an airplane ticket, paying hotel bills, renting a vehicle, purchasing petrol), they may know the name of the cardholder or the person for whom the transaction was made.

**The cardholder acknowledges and agrees that Visa International may process the data received for its own purposes and in accordance with its own data protection regulations in Switzerland and abroad or have such data processed by other third parties in Switzerland and abroad (see the <https://www.visa.co.uk/legal/global-privacy-notice.html>). If Visa International transmits data to a country that does not have an adequate level of data protection, this transmission is based on Visa International's Global Privacy Notice, the provisions of which can be enforced by the cardholder as a «third-party beneficiary» (available at: <https://www.visa.co.uk/legal/global-privacy-notice/jurisdictional-notice-eea.html>). If and to the extent necessary, the cardholder shall release the issuer from bank customer confidentiality for this purpose.**

It should be noted that Swiss law (e.g. banking secrecy, data protection) only applies in the Swiss territory; data transiting abroad are therefore not protected under Swiss law. **For data processed abroad, the Issuer**

**is released from its obligation to comply with banking secrecy and data protection.**

### 1.12 Amendments to the GTC and fees

The issuer reserves the right to modify the GTC at any time. The issuer also reserves the right to change the rates, commissions, costs and fees at any time, without having to provide a reason. The amendments are to be communicated to the cardholder by circular letter or by any other appropriate means. Amendments are considered approved if the cardholder does not raise any objection within 30 days after the communication date.

### 1.13 Place of performance and jurisdiction

**The GTC are exclusively subject to Swiss law. Any dispute shall be brought before the exclusive jurisdiction of the Courts of the Canton of Geneva subject to appeal at the Swiss Federal Court in Lausanne.**

The Issuer nevertheless reserves the right in all circumstances to bring the case before the authorities or the competent court of the address for service at the cardholder's usual place of residence or any other competent jurisdiction. In either case, only Swiss law remains applicable.

## 2 SPECIFIC CONDITIONS RELATING TO CREDIT CARDS

### 2.1 Credit card use and transaction authorization

The cardholder may purchase goods and services worldwide from VISA's contractual partners, up to the individual card limit (hereinafter the "limit").

If the limit is exceeded, the Bank is entitled to block the card without notice.

The Bank reserves the right to change card entitlements and the card limit at any time and without giving reasons. The limit is shown on the monthly statement.

### 2.2 Invoicing/Payment methods

The cardholder undertakes to pay the annual card fee and all amounts resulting from the use of the card and the partner card.

The Bank will grant the cardholder a credit equivalent to the amount of the limit, which will be posted to the card account.

The cardholder will receive a monthly statement of all card transactions. The statement will also include any fees/interest due. The cardholder undertakes to check his/her monthly statements immediately and to submit any objections in writing to the Bank within 30 days of the date of issue of the statement. After this period, all transactions will be deemed to have been definitively accepted by the cardholder. Any disputes arising from disagreements or complaints relating to the purchase of goods or services, and any claims arising therefrom, shall in no way release the cardholder from the obligation to pay his/her monthly invoices.

The method of payment is direct debit to the bank account linked to the card, pursuant to the authorization given by the main cardholder in his/her card application. If there are insufficient funds in the bank account linked to the card and the cardholder fails to pay the monthly invoice on time, interest will be charged on late payment in accordance with the terms and conditions of the bank account. Cardholders are informed that the Bank may assign their debt to a third party at any time.

In the event of non-payment, the Bank is entitled to block the card, request its return and demand immediate payment of all amounts due, including any interest and charges.

### 2.3 Direct debit

In accordance with his/her authorization, the cardholder authorizes the Bank to debit the bank account linked to the card for the amount of his/her monthly bill. The cardholder undertakes to keep sufficient funds available in this account to cover the monthly spending limit for all cards linked to the card account.

If the funds available on the bank account linked to the card are insufficient to cover the payment of a monthly bill upon receipt, all cards linked to the account will be blocked immediately, without prior notice.

If the account has not been replenished within 15 days, the card(s) will be cancelled.

### 3. SPECIFIC CONDITIONS RELATING TO PREPAID CARDS

#### 3.1 Loading limits for prepaid card accounts

Each card account is limited to a maximum balance of USD 50,000 or its equivalent in CHF or EUR. A card account may be topped up at any time, subject to a minimum payment of at least CHF 100, EUR 100 or USD 100, depending on the card currency.

The issuer reserves the right to set further monthly and annual loading limits per card account.

#### 3.2 Prepaid card use and transaction authorization

The cardholder may purchase goods and services worldwide from VISA's contractual partners, up to the balance on the card account.

#### 3.3 Card statements, payment and reimbursement options

The cardholder will receive a monthly statement showing all authorized transactions, costs, commissions and fees due in accordance with Point 1.4, as well as the current balance of the card account.

Any negative balance must be settled immediately upon receipt of the card account statement.

If the balance remains negative despite the Bank's request for payment, the Bank will be entitled to demand immediate payment of the amount due and to block the card. Reminder and collection costs will be borne by the cardholder. In addition, the Bank reserves the right to offset any negative balance against an amount credited to any other bank account the cardholder may hold with the Bank.

Any cardholder who no longer intends to use a card may, in certain exceptional circumstances, request a refund of the card account balance after deduction of the Bank's fees. Refunds are made exclusively to the bank account used to load the card.

#### 3.4 Cancellation of the prepaid card

In the event of cancellation of the prepaid card, the balance will be refunded within a minimum of 60 days to the bank account used to fund the card account.

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#### DEFINITIONS:

**Bank account linked to the card:** is the bank account opened in the books of the Bank to which the card is linked.

**Card account:** is the account representing the card balance.

**Bank or Issuer:** CBH Compagnie Bancaire Helvétique SA

**Card:** when used individually or collectively refers to main cards and partner cards.

**Cardholder:** designates anyone to whom a personal card is issued by the Bank and does not differentiate the main cardholder from the partner cardholder

**Main card:** is a card issued in the name of the main cardholder

**Partner card:** is a Visa credit card issued to another person than the main cardholder, at the request of the main cardholder