

Conditions for the ZKB Visa debit card (January 2022 edition)

1. Using the card

These conditions apply for the ZKB Visa debit card (hereinafter referred to as the “Card”) of Zürcher Kantonalbank (hereinafter referred to as the “Bank”). They will be deemed accepted when the Card is first used or is not returned to the Bank within 30 days of delivery.

The Card can be used in the following ways:

- To pay for goods and services from merchants in Switzerland and abroad
- To pay for goods and services online, over the telephone or by post, or using other means of correspondence
- To withdraw cash at ATMs, counters and designated merchants in Switzerland and abroad
- To make mobile payments by saving a secure code (hereinafter referred to as a “Token”) instead of the card details in a digital wallet (hereinafter referred to as the “Wallet”) provided by the Bank or a third party.

The Card has the following functionalities:

- Submitting queries and printing out account and transaction information, paying in and exchanging cash at the Bank’s ATMs and the Bank’s counters
- For use at the Bank’s service machines for changes of address, cash deliveries, payment orders and other services (see zkb.ch/serviceautomat)
- Entering recurring transactions such as subscriptions, memberships and online services
- Reserving amounts for payment guarantees and contingent claims, e.g. when booking a hotel or renting a car
- Paying for goods and services outside Switzerland by signing a transaction slip
- Opening a virtual card via a secure channel designated by the Bank
- Sending and receiving amounts via the international card network (where offered by the Bank)

When using the Card, the instructions set out for that location (e.g. user guidance on the screen) apply.

The Bank reserves the right to reduce, extend or discontinue card uses and card functions in general and in specific cases, temporarily or permanently, without amending these Conditions.

2. Bank account

The Card is always issued in connection with a specific account held at the Bank.

3. Authorised cardholders

The Card is in the name of the accountholder or a person authorised on the account (both hereinafter referred to as an “Authorised Cardholder”). It is the responsibility of the Authorised Cardholders to inform each other as required about limits, card status, account funds, etc. The Card remains the property of the Bank, which can request it be returned at any time.

4. Prices and fees

The Bank may charge fees for the Card and for processing transactions made with it. The latest price lists are published at zkb.ch/en/legal/terms-conditions.html and can be obtained from the Bank. The accountholder will be notified of the prices and any changes thereto in an appropriate manner. These will be deemed accepted unless the Authorised

Cardholder cancels the Card within 30 days of notification. Transactions in currencies other than the account currency will be converted into the account currency.

The Bank receives a fee (hereinafter referred to as the "Interchange Fee") from merchants' contract partners (acquirers) for processing transactions in the international card network. This fee is used to cover the costs of processing the transactions, where these are not already covered by the fees charged. The Bank's customer service team will be happy to provide further information on the Interchange Fee on request. The Bank may also receive other contributions towards sales promotion as a share of infrastructure costs, towards further developing the product offering or similar from third parties (e.g. an international card network).

5. Duties of care of the Authorised Cardholder

The Authorised Cardholder is subject to the following duties of care in particular:

a) Signature

The Authorised Cardholder must sign the Card where indicated immediately upon receipt.

b) Storage

The Authorised Cardholder must store the Card, the card information, the personal identification number (hereinafter referred to as the "PIN") and other means of identification with particular care and separately from each other. They must know these storage places at all times.

c) Use of means of identification

The Authorised Cardholder must keep the means of identification secret. In no circumstances may they be given or otherwise made accessible to third parties. In particular, neither the PIN nor the password may be written on the Card or stored together with the Card in any other way, even in a different or electronic form. The entry of the PIN and other passwords must always be protected from being overlooked by third parties (e.g. by covering them up).

d) Choosing and changing the PIN

When changing or selecting the PIN, the Authorised Cardholder should not select any combination that is easy to determine such as telephone numbers, dates of birth, car number plates, etc.

e) Use of Card by others

The Authorised Cardholder must not pass on the Card or the card information, particularly not to third parties, nor make it accessible to others in any other way. This does not apply when using the Card in accordance with the Terms and Conditions to place orders online, by telephone, letter or other means of correspondence or when saving the Token in a Wallet.

f) Reporting a loss

The Authorised Cardholder must inform the Bank immediately if the Card or means of identification such as passwords and PIN are lost or not received or the Card is retained in an ATM.

g) Reporting a loss to the police

Authorised Cardholders must file a police report in the event of criminal offences. They must use their best endeavours to assist in clarifying and mitigating any losses.

6. Obligation to provide funds

The Card may only be used when the account has sufficient funds (in the form of a credit balance or a credit facility granted). The Bank is authorised but not obliged to decline transactions and/or orders if the requisite funds are not available in the account.

7. Determination and change of card limits

The Bank determines the card limits (hereinafter referred to as the "Limits") for each Card issued and discloses these upon delivery. The Bank may amend the Limits at any time without specifying a reason. The Authorised Cardholder may change the Limits within the framework authorised by the Bank.

8. Verification of identity

Any person identified by one of the following methods is deemed authorised to carry out a transaction or order:

- Entering the PIN in a device designed for this purpose
- Using the Card without entering the PIN, e.g. when making contactless payment in a car park or at a motorway toll station
- Signing the transaction slip
- Giving the card information including the security number (CVV/CVC code), e.g. when shopping online, placing orders over the phone or by post or using other forms of correspondence
- Using other means of identification provided by the Bank for shopping online (especially the 3-D Secure procedure for confirming transactions)

This applies even if this person is not the actual Authorised Cardholder. The Bank is therefore entitled to charge all sums verified in this way to the account and credit them to the merchant, make information available or execute orders. The Authorised Cardholder is not entitled to revoke instructions given to the Bank.

9. Debit and credit by the Bank

The Bank is authorised to debit all amounts in connection with the issue, management and use of the Card to the account. The Bank's right to debit remains unrestricted, even in the event of disputes between the Authorised Cardholder and third parties (e.g. merchants).

The Bank is authorised to irrevocably block amounts reserved in advance against liquidity and debit them to the account at a later date.

The Bank is also authorised to debit all amounts deemed authorised by the Authorised Cardholder in the event the Card is cancelled or blocked. This also applies to recurring transactions such as subscriptions, memberships and online services.

The Authorised Cardholder is responsible for cancelling recurring transactions and releasing amounts reserved by the merchant.

The Authorised Cardholder consents to the Bank communicating the current card status and card information to the international card network. This is the only way to ensure that the card data stored are always up to date at the merchant.

In the case of deposits, the amount recognised by the Bank's ATM and confirmed by the person paying in the amount is credited automatically to the account.

10. Cancellation

Either party may cancel the Card at any time and without specifying a reason. On cancellation by the Bank, the Card must be returned immediately and voluntarily to the Bank. Even after cancellation, the Bank remains authorised to debit the account with all amounts in connection with the use of the Card before its effective physical return. There is no right to a pro-rata refund of the annual fee.

11. Blocking

The Bank may put a block on the Card at any time and without specifying a reason – particularly at the request of the Authorised Cardholder – e.g. in the event of the Card or means of identification being reported as lost, upon termination of the Card, revocation of power of attorney or immediately upon notification of death of the Authorised Cardholder.

The Authorised Cardholder may also have the Card blocked at any time without specifying a reason. Blocks on the Card must be reported using the channels intended for this purpose. Outside of business hours, a request to block the Card must be made at an office designated by the Bank (e.g. the central bank card office), and the Bank must then be immediately notified.

The block may be removed with the consent of the Authorised Cardholder.

The Bank is authorised to debit the account for use of the Card before a block goes into effect within the standard period. The costs associated with the block may be debited to the accountholder.

12. Liability for loss

Any loss must be reported to the Bank as soon as it is discovered, but no later than 30 days following receipt of the account statement for the appropriate billing period. This must be done by means of a loss report to be submitted in full as instructed by the Bank within 10 days of receipt.

Provided the Authorised Cardholder has observed all aspects of the "Conditions of Use for the ZKB Visa Debit Card" (particularly the duties of care specified in Section 5) and is in no other way at fault, the Bank will assume the losses incurred by the accountholder due to misuse of the Card by third parties either by withdrawing cash or using the Card to make payments or issuing orders at ZKB service machines. Losses due to falsification or forgery of the Card are also included. The Authorised Cardholder, their partner and people living in the same household as the Authorised Cardholder are not deemed "third parties".

There is no entitlement to compensation in the event of technical disruptions and operating failures making it impossible to use the Card, or if the Card cannot be used or accepted for other reasons. Liability for losses covered by an insurance policy and consequential losses of any kind is excluded.

By accepting compensation for any loss, claims for the loss are deemed assigned to the Bank.

13. Choosing and changing the PIN

The Authorised Cardholder will receive the Card and PIN in a separate sealed envelope or electronically. The PIN is a machine-generated six-digit number unique to the Card that is known neither to the Bank nor to third parties. Alternatively, the PIN can be set by the Authorised Cardholder without the need to notify this to the Bank or a third party.

The PIN may be changed at any time and as often as desired. For security purposes, a six-digit PIN should be selected. The obligations of due diligence in Section 5 must be observed in handling the PIN.

14. Validity and card renewal

The Card is valid until the end of the period of validity marked on it. In the course of ordinary business and unless the Authorised Cardholder expressly cancels it, the Card will be automatically replaced by a new one prior to expiry.

15. Data processing by service providers and third-party providers

A whole range of service providers are involved in the provision and use of the Card (e.g. the card manufacturer, the card personaliser, companies that settle and process the transactions, etc.). These are selected, instructed and committed to keep the data and information involved, including client data, confidential. In connection with providing card services the Bank may also enter into agreements with third-party providers who provide services independently and may also receive data and information, including client data, for their own purposes (e.g. providers of additional services such as premium programmes or insurance).

As part of the provision and use of the Card, producing and delivering cards and means of identification, settling and processing information and transactions, further card administration and development, preventing and detecting fraud and for offerings and promotions in connection with using the Card, the service providers and third-party providers receive information and data such as master data (e.g. name, address, etc.) to the extent required, card details (e.g. card number, expiry date, etc.) and transaction details (such as amounts, place used, date, passenger details, etc.).

These service providers and third-party providers may be in Switzerland or abroad or have access to data from abroad and may in turn appoint third-party sub-contractors. The Authorised Cardholder acknowledges and accepts that Swiss bank-client confidentiality does not apply to service providers abroad or to third-party providers in Switzerland or

abroad. In addition, the relevant foreign data protection legislation applies abroad; this may not provide an appropriate level of data protection compared to Switzerland and may lack comparable rights such as restrictions on access and further circulation. **To this extent the Authorised Cardholder expressly releases the Bank from Swiss bank-client confidentiality and data protection law.**

16. Information enquiry at ATMs

The Bank assumes no responsibility for completeness or accuracy of information available through ATMs and other data processing systems. In particular, account entries (e.g. transactions, balance) are preliminary and non-binding unless expressly identified by the Bank as binding.

17. Digital card functions and electronic communication channels and information services

To make fuller use of the Card, access to digital services such as eBanking and eBanking Mobile is required. The separate "Special Conditions for Digital Banking Services" apply for these in addition and must be accepted as part of the services mentioned. The scope of digital services is published at zkb.ch/efinance and zkb.ch/efinance-firmen or may be obtained from the Bank.

The Authorised Cardholder has the option to activate notifications about card transactions or issue transaction confirmations by SMS. Communication by a channel not operated by the Bank, such as SMS or email, is normally unencrypted. Unauthorised third parties may gain knowledge of the sender, the recipient and the content transmitted (such as transaction details and card details). The existence of a business relationship may be deduced from this information. Data may also be sent abroad (especially with push notifications). **To this extent the Authorised Cardholder expressly releases the Bank from Swiss bank-client confidentiality and data protection law.**

For mobile payments by saving a Token in a Wallet, additional specific conditions apply; these must be accepted as part of the service in question.

18. Changes to terms and conditions

The Bank reserves the right to amend these conditions at any time. The accountholder will be notified of any amendments in an appropriate manner, and these will be deemed accepted unless the Authorised Cardholder cancels the Card within 30 days of notification.

19. Further conditions

Any special conditions on types of use and functionalities, product instruction and product information, the relevant price lists, for services such as the "Special Conditions for Mobile Payment by Wallet Using the ZKB Visa Debit Card", the "Special Conditions for Digital Banking Services" and the **"General Terms and Conditions of Business of Zürcher Kantonalbank"** apply in addition. The applicable conditions are published at zkb.ch/en/legal/terms-conditions.html and can be obtained from the Bank.