

Terms and Conditions for the Use of the ZKB Customer card with PIN (March 2023 edition)

1. Use and functions of the card

The following Terms and Conditions apply for the ZKB Customer card with PIN of Zürcher Kantonalbank (hereinafter referred to as "Bank"). This card is provided with a personal identification number (PIN) and is hereinafter referred to as "card".

The card can be used for the following functions at ZKB ATMs:

- withdrawal, deposit and exchange of cash
- further services, such as account / balance enquiries and printout of account and transaction details

The card also serves as means of authentication at ZKB Service Machines. Among others, the card can be used for the following functions at ZKB Service Machines:

- payment orders and cash delivery
- change of address
- further services, such as account / balance enquiries and printout of account and transaction details

The range of functions of the ZKB Service Machines can be viewed at zkb.ch/serviceautomat.

When using the card, the instructions are to be followed according to the user guidance of the device.

The Bank reserves the right to adjust or discontinue the functions and their scope at ZKB machines (ZKB ATMs and ZKB Service Machines) at any time in general or in specific cases without amendment of these Terms and Conditions.

2. Account relationship

The card is always issued for a specific account of the bank.

3. Authorised cardholders

The card is issued in the name of the accountholder or a person authorised by the accountholder. The card remains the property of the Bank, which can at any time request the card be returned. Hereinafter both the accountholder and any authorised persons shall be referred to as "authorised cardholder".

4. Prices

The Bank may charge fees for issuing and managing the card as well as for processing the transactions made with it. The fees and any amendments shall be communicated to the accountholder in an appropriate manner. They are deemed to have been accepted unless the authorised cardholder cancels the card within 30 days of their communication.

Transactions in currencies other than the account currency are converted into the corresponding account currency.

5. Duties of care of the authorised cardholder

The authorised cardholder undertakes to fulfil the duties of care, in particular the following:

a) Safekeeping

The card and the PIN must be kept with special care and separately from each other.

b) Non-disclosure of PIN

The PIN must be kept secret and must not, under any circumstances, be passed on or otherwise be made accessible to others by the authorised cardholder. In particular, the PIN may neither be noted on the card nor be kept together with the card in any other way, including in an altered or electronic form. The entry of the PIN code must always be concealed.

c) PIN selection and change

PIN changed or selected by the authorised cardholder must not consist of easily ascertainable combinations (such as telephone numbers, dates of birth, car registration numbers, etc.).

d) No passing-on of the card

The authorised cardholder must not pass on his or her card, in particular, neither hand it over to third parties nor make it accessible to others in any other way.

e) Notification of loss

If the card or PIN is lost or not received or if the card remains in a device, the Bank must be notified immediately.

f) Reporting to the police in the event of loss

In the event of criminal offences, the authorised cardholder must report the matter to the police. To the best of his / her knowledge, he / she must contribute to the clarification and mitigation of the loss.

6. Monitoring

The Bank is entitled to electronically monitor the area of the ZKB machines for security reasons and for purposes linked to the investigation of possible criminal offences, to make video recordings and to keep them for a maximum of 2 months.

7. Coverage obligation

The card may only be used if the account has the required funds (credit balance or allocated credit limit). The Bank is authorised to decline transactions and orders if the requisite funds are not available in the account.

8. Determination and change of card limits

The Bank determines card limits for each card issued and informs accordingly upon card delivery. The Bank may reduce the card limit at any time without giving reasons. The authorised cardholder can change the card limit within the limits set by the Bank. It is the responsibility of the accountholder and the authorised representative to inform each other regarding card limits if required.

9. Identification

Any person who has legitimised himself / herself by using the card by entering the PIN in a device set up for this purpose, shall be deemed authorised to make a transaction or issue an order. This is also applicable if this person is not the actual authorised cardholder. The Bank is therefore entitled to debit all amounts authorised in this way to the account, to provide information or to execute orders.

10. Debit and credit by the Bank

The Bank is entitled to debit all amounts in connection with the issue, management and use of the card to the account for which the card is issued.

In the case of deposits, the amount recognised by the ZKB ATM and confirmed by the depositing person is credited automatically to the account.

11. Termination

Termination may be effected by either party at any time and without giving reasons. After termination, the card must be returned unsolicited and immediately to the Bank. Irrespective of termination, the Bank remains entitled to debit to the account all amounts in connection with the use of the card prior to the effective return of the card.

12. Blocking

The Bank shall be entitled at any time and without giving reasons to block the card, in particular at the request of the authorised cardholder, such as in the case of notification of loss of the card or PIN, upon cancellation of the card, upon revocation of a power of attorney or upon notification of the death of the authorised cardholder.

The authorised cardholder can also have the card blocked at any time and without giving reasons. Card blockings must be arranged with the Bank. Outside business hours, blocking orders must be submitted to the office designated by the Bank (e.g. central bank card office) and subsequently be reported to the Bank immediately.

The block may be lifted with the consent of the authorised cardholder.

The Bank is entitled to debit the account for all arrangements entered into before the blocking becomes effective within a reasonable period of time. The accountholder may be charged for the costs associated with the blocking.

13. Assumption of loss

A loss must be reported to the Bank immediately upon discovery, but no later than 30 days following the receipt of the account statement for the relevant accounting period. The claims form must be completed, signed and returned to the Bank within 10 days of receipt. Provided that the authorised cardholder has adhered to the present Terms and Conditions for the Use of the ZKB Customer card with PIN (in particular the duties of care according to Section 5) in all aspects and is not otherwise at fault, the Bank shall assume the losses incurred by the accountholder as a result of misuse of the card by third parties in its function as a cash withdrawal card or for orders placed at ZKB Service Machines. Losses due to forgery or falsification of the card are also included.

Authorised cardholders, their partners as well persons living in the same household as the authorised cardholder are not considered to be “third parties”.

In the event of technical faults or business interruptions making the use of the card impossible, the accountholder is not entitled to any compensation for damages.

Further, damages covered by an insurance and any consequential damages of any kind shall not be borne by the Bank.

Upon receipt of the compensation, the accountholder assigns all claims arising from the event of loss to the Bank.

14. Choosing and changing the PIN

In addition to the card, the authorised cardholder will be sent the PIN in a separate, sealed envelope. The PIN consists of a machine-generated 6-digit number that is unique to the card and which is known neither to the Bank nor to third parties. Alternatively, the PIN can be determined by the authorised cardholder without disclosure to the Bank or third parties.

The PIN may be changed at any time and as often as desired. For security purposes, a 6-digit PIN should be selected. With regard to the PIN, the duties of care according to Section 5 must be observed in particular.

15. Period of validity and card renewal

The card will be replaced by the Bank whenever necessary.

16. Information enquiries at machines

The Bank assumes no responsibility for completeness or accuracy of information obtained from machines. In particular, account details (e.g. transactions, balance) are provisional and non-binding unless expressly designated as binding by the Bank.

17. Amendments to provisions

The Bank reserves the right to amend these provisions at any time. Any such amendments will be communicated to the accountholder in an appropriate manner and are deemed to have been accepted unless the authorised cardholder cancels the card within 30 days of their communication.

18. Supplementary terms

Additionally, any special terms for individual account types and the **General Conditions of Zürcher Kantonalbank** shall apply.