

Banque Cantonale Vaudoise

Maestro® Card Terms and Conditions of Use

2018 Version

I. GENERAL CONDITIONS

1. Types of usage (functions)

- Depending upon the agreement, the Maestro® card can be used for one or more of the following functions:
- as a cash withdrawal card within Switzerland and abroad (see Section II)
- to deposit cash at cash machines ("ATMs") operated by the card-issuing bank ("BCV") (see Section II)
- as a payment card for the payment of goods and services within Switzerland and abroad (see Section II)
- for additional services provided by BCV (see Section III).

2. Account linkage

The Maestro card is always linked to a specific account (the "Account") at BCV.

3. Authorized card holders

Authorized card holders can be the Account holder, an agent with power of attorney, or a person designated by the Account holder. The Maestro card is issued in the name of the authorized card holder.

4. Ownership

The Maestro card remains the property of BCV.

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BCV may charge the Account holder fees for issuing or authorizing the Maestro card as well as for processing transactions made using the Maestro card. The Account holder will be informed of these fees in an appropriate manner. These fees will be debited from the Account to which the Maestro card is linked.

6. Authorized card holder's duty of care

The authorized card holder specifically undertakes to fulfill the following duties of care:

a) Signature

Upon receipt of the Maestro card, the authorized card holder must sign the Maestro card immediately in the space provided.

b) Storage

The Maestro card and the Maestro personal identification number (PIN) are to be stored with particular care and separate from one another.

c) Keeping the Maestro PIN secret

The Maestro PIN is to be kept secret and may not be revealed by the authorized card holder to any other person. In particular, the Maestro PIN should not be written on the Maestro card, recorded in any other manner, even in an altered form, or stored with the Maestro card.

d) Changing the Maestro PIN

Maestro PINs changed by the authorized card holder must not consist of easily determined numerical combinations (such as a telephone number, date of birth, or license plate number).

e) Transferring the Maestro card

The authorized card holder may not give his/her Maestro card to third parties or make it accessible to third parties in any way.

f) Reporting in case of loss

If the Maestro card or the Maestro PIN is lost, or if the Maestro card is retained by an ATM, the specific unit designated by BCV should be notified immediately (see Section II.6 and Section II.11).

g) Duty to check and report discrepancies

The Account holder is obligated to check Account statements upon receipt and to report any discrepancies, particularly debits due to misuse of the card, to BCV immediately or at the latest within 30 days of receiving the Account statement for the respective billing period. The Account holder must complete and sign the loss report form and return it to BCV within 10 days of receiving the form.

h) Reporting to the police

In the event of a criminal offense, the authorized card holder must report the matter to the police. The card holder must assist in any investigation and contribute to minimizing losses to the best of his/her ability.

7. Coverage obligation

The Maestro card may only be used if the Account provides sufficient coverage (funds or an approved credit limit). If the Account becomes overdrawn due to a transaction carried out with the card, the overdraft rate of the Account concerned shall be charged.

8. BCV's right to debit

BCV is entitled to debit all amounts resulting from the use of the Maestro card (according to Section I.1) from the Account (see Section II.6).

BCV's right to debit shall remain in full effect even in the event of a dispute between the authorized card holder and third parties. Amounts in foreign currencies will be converted to the Account currency.

9. Period of validity and card renewal

The Maestro card shall be valid up to the end of the month indicated on the card. The Maestro card will be automatically replaced with a new Maestro card before the end of the month indicated on the card, provided that normal business conditions so allow and the authorized card holder has not expressly canceled the card.

10. Cancellation

The Maestro card can be canceled at any time. The withdrawal of a power of attorney (as defined in Section I.3) has the same effect as a cancellation. Once notification of cancellation has been given, the Maestro card must be immediately, and at the card holder's own initiative, returned to BCV.

No claim can be made for a refund of the annual fee if the Maestro card is confiscated or returned early.

Even if the Maestro card has been canceled, BCV shall remain entitled to debit all amounts from the Account that are based on transactions made before the Maestro card is returned.

11. Modification of conditions

BCV reserves the right to modify these conditions at any time. BCV will notify the card holder of any modifications using an appropriate method. Modifications shall be deemed accepted if the Maestro card is not returned before the modifications come into effect.

12. General terms and conditions

In all other respects, BCV's General Conditions shall apply.

II. MAESTRO CARD AS A CASH WITHDRAWAL, DEPOSIT, AND PAYMENT CARD

1. Cash withdrawal function

The Maestro card can be used at any time, in conjunction with the Maestro PIN, to withdraw cash at ATMs displaying the Maestro logo in Switzerland and abroad, or by signing a transaction receipt in shops and other businesses displaying the Maestro logo, up to the limits set for the Maestro card.

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2. Cash deposit function

The Maestro card can be used, in conjunction with the Maestro PIN, to deposit cash (bills and coins) at BCV ATMs equipped for this purpose, up to the limits set by BCV.

BCV makes no guarantee that the information provided by ATMs is complete or accurate, especially regarding the Account into which cash is deposited.

BCV reserves the right to temporarily restrict access to or terminate the cash deposit function at any time.

3. Payment function

The Maestro card can be used at any time, in conjunction with the Maestro PIN or contactless payment option or by signing a transaction receipt, to pay for goods and services in shops and other businesses displaying the Maestro logo in Switzerland and abroad, up to the limits set for the Maestro card.

4. Maestro PIN

The Maestro PIN will be sent separately in a sealed envelope to the authorized card holder. The Maestro PIN is an automatically generated six-digit secret number that is unique to the card and known neither to BCV nor to third parties. If multiple Maestro cards are issued, each Maestro card receives its own Maestro PIN.

5. Changing the Maestro PIN

The authorized card holder is advised to select a new sixdigit Maestro PIN at appropriately equipped ATMs. The new Maestro PIN will immediately replace the previously valid Maestro PIN. The Maestro PIN can be changed at any time and as often as desired. To further protect the Maestro card against misuse, the Maestro PIN chosen should not consist of easily determined numerical combinations (see Section I.6.d), be stored with the Maestro card, or be noted on the Maestro card in any manner, not even in an altered form.

6. Legitimization, debiting and risk assumption

Any person who legitimates him-/herself using the Maestro card at a machine equipped for this purpose by

- entering the correct Maestro PIN;
- using the contactless payment function; or
- signing the transaction receipt

is considered authorized to withdraw cash or make payments with this Maestro card; this also applies if this person is not the actual authorized card holder. Accordingly, BCV is entitled to debit transactions that have been carried out and recorded electronically. The risks arising from misuse of the Maestro card are assumed by the Account holder.

7. Covering losses in the absence of fault

Provided that the authorized card holder has complied with all aspects of these Terms and Conditions of Use (particularly the duties of care under Section I.6) and that the card holder is otherwise not at fault, BCV shall cover any losses incurred as a result of the misuse of the Maestro card by third parties in its function as a cash withdrawal, deposit,

or payment card. This also includes losses due to counterfeiting or forgery of the Maestro card. The authorized card holder, his/her spouse, and any other individuals living in the same household shall not be considered third parties.

Losses covered by an insurance policy and any consequential losses shall not be covered by BCV.

By accepting compensation, the Account holder shall assign to BCV all his/her claims arising from the loss.

8. Technical problems and operational failures

The authorized card holder can make no claim to compensation if the Maestro card could not be used due to technical problems or operational failures.

9. Limitations of use

BCV sets the limits for each Maestro card issued and informs the Account holder thereof in an appropriate manner. It is the Account holder's responsibility to inform any authorized persons of said limits.

10. Transaction receipt

For cash withdrawals and deposits, the authorized card holder shall receive a transaction receipt upon request at most ATMs and automatically or upon request when paying for goods and services. BCV does not send any debit or credit advices.

11. Blocking

BCV is entitled to block the Maestro card at any time, without giving prior notice to the authorized card holder and without having to state the grounds for blocking the card. BCV will block the Maestro card if the authorized card holder expressly makes the request, loses the Maestro card and/or the Maestro PIN, or cancels the card. Authorized card holders without Account authorization can only block Maestro cards issued in their name.

Only the specific unit designated by BCV can receive card blocking requests.

BCV shall be entitled to debit the Account if a transaction is made using the Maestro card before the block goes into effect, within normal business hours.

A blocking fee may be debited from the card holder's Account. The block will only be lifted if the Account holder grants BCV permission in writing.

III. ADDITIONAL SERVICES PROVIDED BY BCV

If the Maestro card is used for other services provided by BCV, those services shall be governed exclusively by the provisions agreed with BCV to that effect.

IV. MULTI-ACCOUNT FUNCTION

This function enables the card holder to access, from BCV ATMs only, all of the accounts that the card holder has at BCV, provided that the multi-account function is available for that type of account. With this function, the card holder can make withdrawals and view account balances and recent transactions on other accessible BCV accounts. This function may be deactivated upon the express request of the card holder or one of his/her representatives.

This document is a translation; only the original French text is authoritative.