

# **Banque Cantonale Vaudoise**

# Conditions for use of "BCV-Cash" multi-accounts service 2007 Edition

## 1. General provisions

- 1.1 The BCV-Cash card (hereinafter the "card") may, with the prior agreement of Banque Cantonale Vaudoise (hereinafter the "Bank"), be used with the features provided by the Bank and transmitted to the cardholder. The Bank issues a personal identification number (hereinafter "the PIN") to the cardholder.
- 1.2 The card is issued in the name of the holder of the account(s) to which it gives access (cf. paragraph 1.3 below), or in the name of one of his/her representatives in connection with a specified account held with the Bank.
- 1.3 The card is used to operate the account to which it is linked (cf. paragraph 1.2 above), together with, at BCV ATMs, any other account(s) authorized by the Bank, unless explicitly refused by the accountholder or one of his/her representatives.
- 1.4 The card is valid for a specified period. It is, however, automatically renewed if normal business conditions so allow, unless the cardholder expressly refuses the renewal.
- 1.5 The PIN must be kept secret and the card must not be given to a third party. If the card or the PIN is lost, the Bank must be informed immediately so as to minimize any misuse of the card.
- 1.6 The card may only be used if the account(s) to which it gives access provide sufficient coverage (account funds or credit limit).
- 1.7 The Bank has the right to debit any account held by the accountholder for amounts resulting from the use of the card and the PIN
- 1.8 The holder of the account(s) to which the card gives access shall assume all risks resulting from loss due to the disappearance, misuse, falsification, or forgery of the BCV-Cash card or from disclosure of the PIN.
- 1.9 ATMs and the sites where they are located must be used in accordance with their intended purpose and in accordance with any restrictions imposed upon them. The cardholder shall be responsible for any consequences and any loss deriving from non-compliant use.
- 1.10 The card shall remain the property of the Bank, which is entitled to require its restitution at any time. If the powers of representation are revoked, or if the account is canceled, the accountholder is responsible for immediately returning all related cards.
- 1.11 ATMs and their surroundings may be placed under video surveillance.

# 2. Cash withdrawals or deposits at ATMs installed at BCV

- 2.1 The cardholder will be issued the card along with a personal identity number (PIN) under separate cover.
- 2.2 The cardholder may, at any time and at any ATM installed at the Bank, create a new PIN consisting of 4 to 6 figures to replace the old one. For security reasons, the PIN must not consist of combinations of numbers that are obvious or easily worked out.
- 2.3 The Bank shall set withdrawal and deposit limits and inform the cardholder thereof.
- 2.4 The cardholder is subject to a daily on-line limit on BCV ATMs, which are directly connected to the Bank's server for 23 out of 24 hours per day. The cardholder may withdraw a maximum of CHF 5,000 per day, provided that sufficient funds are present in the account(s) (cf. paragraph 1.6 above).

- 2.5 The accountholder is liable for all withdrawals and deposits of cash made with his/her card or with those of his/her representatives who are registered under the corresponding card numbers. The following shall be considered a debit or credit advice: confirmation of withdrawals or deposits, and ATM receipts issued at the cardholder's request when making a withdrawal or deposit. No other debit or credit advice shall be issued by the Bank.
- 2.6 The Bank shall block the card if the accountholder or his/her representative expressly requests this action, if the card and/or PIN is reported lost, or if the powers of representation are revoked and the corresponding card is not returned at the same time. A block can only be placed during normal banking hours. It must be confirmed in writing to the Bank immediately. The accountholder is liable for any misuse of the card which may occur despite the normal card-blocking measures. The costs of placing the block may be debited against the accountholder.

# 3. Night deposits

The cardholder may deposit either cash or cheques for deposit to the related account using the ATMs installed at the Bank and in the envelopes provided for this purpose. Envelopes shall be opened by the Bank in the presence of two bank employees, and only those amounts actually found in cash or cheques for deposit prior to clearing shall be credited to the account. The deposit of cash and uncleared checks shall be deemed to have taken place on the first or second banking day after the envelope was deposited in the ATM; the corresponding credit advices shall be prepared and sent by the Bank. Receipts provided to the cardholder by the ATM are not legally valid. Furthermore, the conditions stipulated on the deposit envelope shall apply.

#### 4. Information supplied by the ATMs

The Bank shall not be held liable for the accuracy and completeness of any information provided by the ATMs.

## 5. Malfunction of ATMs

The Bank shall not be held liable for any loss resulting from the malfunctioning of an ATM.

## 6. Fees

The Bank sets the fees for the services described in this document and reserves the right to modify them at any time. It publishes these fees through an informational document, brochures distributed in its offices or any other appropriate means

# 7. Modifications of these conditions for use

The Bank reserves the right to modify these conditions at any time, particularly when new services are made available. If the cardholder wishes to dispute any modifications announced to him/her by informational document or by any other appropriate means, he/she must return the card to the Bank without delay.

## 8. General conditions, applicable law and jurisdiction

In all other respects, the Bank's General Conditions, of which the holder of the account(s) and/or authorized user(s) acknowledge(s) having received a copy, shall apply, and particularly the clauses relating to the application of Swiss law and the place of jurisdiction at the place of the Bank's head office in Lausanne.

This document is a translation; only the French text (Conditions d'utilisation de la fonction "BCV-Cash" multi comptes Edition 2007) is authoritative.

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