### Visa Debit Card Terms and Conditions of Use

2022 version

#### I. GENERAL CONDITIONS

#### 1. Authorized cardholders

Authorized cardholders can be the Account holder, an agent with power of attorney, or a person designated by the Account holder. The Visa Debit card (the "Card") is issued in the name of the authorized cardholder.

#### 2. Account linkage

The Card is always linked to a specific account (the "Account") held with the card-issuing bank ("BCV").

#### 3. Ownership

The Card remains the property of BCV.

#### 4. Applicability of contractual provisions

The following provisions apply to the authorized cardholder, at the latest when the authorized cardholder first uses the Card issued by BCV:

- these conditions
- the BCV fees applicable at the time the Card is used
- BCV's other contractual provisions and conditions specified in the application signed or submitted electronically by the authorized cardholder.

The cardholder will be informed of any modifications to the contractual provisions in accordance with Section I.12 below.

#### 5. Types of usage (functions)

The Card can be used for one or more of the following functions:

- to withdraw cash in Switzerland and abroad (see Section II)
- to deposit cash at BCV ATMs offering this feature (see Section II)
- to make one-time or recurring payments for goods and services at retail stores within Switzerland and abroad (see Section II)
- to make one-time or recurring payments for goods and services remotely (e.g., online or over the phone) (see Section II)
- to make online reservations (e.g., for hotels, travel, and car rentals)
- to access additional services provided by BCV (see Section III).

#### 6. Fees

BCV may charge the Account holder fees for issuing or authorizing the Card as well as for processing transactions made using the Card. The Account holder will be informed of these fees in an appropriate manner. BCV reserves the right to modify existing fees or add new ones. The Account holder will be informed of any such modifications or additions in accordance with the terms set out in Section I.12 and will not systematically receive an individual notification. For more information on the fees currently in force, the account holder may contact BCV or consult the BCV Account Terms and Conditions brochure, available at a BCV branch or on the BCV website.

These fees will be debited from the Account to which the Card is linked

#### 7. Authorized cardholder's duty of care

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

#### a) Storage

The Card and Card personal identification number (PIN) are to be stored with particular care and separate from one another. b) Keeping the PIN and all other forms of identification secret The Card PIN, 3-D Secure code, and all other forms of identification are to be kept secret and must not be revealed by the authorized cardholder to any other person. In particular, the PIN and 3-D Secure code should not be written on the Card or kept with it, even in an altered form.

c) Mandatory use of secure payment methods (3-D Secure) If the Card acceptance point offers a secure method of payment (3-D Secure), the authorized cardholder is required to make the payment using that method.

#### d) Changing the PIN

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

#### e) Transferring the card

The authorized cardholder may not transfer the Card to anyone else. In particular, the authorized cardholder may not give the Card to third parties or make it accessible to them.

#### f) Reporting in case of loss

If the Card or PIN is lost, or if the Card is retained by an ATM, the specific unit designated by BCV should be notified immediately (see Section II.8 and Section II.13).

#### 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 a criminal offense has been committed, the authorized cardholder must report the matter to the police. The cardholder must assist in any investigation and contribute to minimizing losses to the best of the cardholder's ability.

#### 8. Coverage obligation

The Card may only be used if sufficient funds are available in the Account (account balance or credit line) at the time of the transaction. If the Account becomes overdrawn due to a transaction carried out with the Card, the overdraft rate of the Account concerned shall be charged.

Any reserved amounts on the Card (e.g., security deposit for a car rental) reduce the amount available in the Account for at least 7 and up to 31 calendar days, or until the amount is debited. Reserved amounts are also deducted from the Card's withdrawal limit and thus reduce the amount of funds that can be withdrawn from the Account using the Card.

#### 9. BCV's right to debit

BCV is entitled to debit all amounts resulting from the use of the Card (according to Section I.5) from the Account (see Section II.8).

BCV's right to debit shall remain in full effect even in the event of a dispute between the authorized cardholder and third parties.

Amounts in foreign currencies will be converted to the Account currency. Although the balance of the Account is checked at the time of payment, it is possible that the Account balance will fall below zero, depending on the exchange rate, when the final booking is made.

Likewise, for reasons outside BCV's control, it is possible that a transaction may be booked late; such a delay may range from a few days to a few weeks. In that event, the amount must still be paid by the authorized cardholder, and the value date shall be the date of the initial transaction.

#### 10. Period of validity and Card renewal

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

#### 11. Cancellation

The Card can be canceled at any time. The revocation of a power of attorney (as defined in Section I.1) has the same effect as a cancellation. Once notification of cancellation has been given, the Card must immediately, and at the cardholder's own initiative, be returned to BCV or rendered unusable, e.g., by cutting it into pieces.

No claim can be made for a refund of fees if the Card is confiscated or returned early.

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

## 12. Modifications to contractual provisions and notification thereof

BCV reserves the right to modify any contractual document relating to the Card, including these conditions and the provisions specified in Section I.4, at any time. The cardholder will be notified of any modifications using an appropriate method, although individual notifications will not systematically be sent. Modifications shall be deemed accepted if the cardholder uses the Card after the modifications come into effect.

#### 13. General terms and conditions

For all other matters not specifically referred to above, BCV's General Conditions shall apply.

# II. VISA DEBIT CARD AS A CASH WITHDRAWAL, DEPOSIT, AND PAYMENT CARD

#### 1. Cash withdrawal function

The Card can be used at any time, in conjunction with the PIN, to withdraw cash at ATMs that accept the Card in Switzerland and abroad, and in shops and other businesses that accept the Card, up to the limits set for the Card.

#### 2. Cash deposit function

The Card can be used, in conjunction with the 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 in retail stores

The Card can be used at any time, in conjunction with the PIN or contactless payment option, to pay for goods and services in retail stores (including for automated services such as tolls and parking) in Switzerland and abroad, up to the limits set for the Card.

#### 4. Online payment function

The Card can be used at any time to make one-time or recurring payments for goods and services remotely (e.g., online or over the phone), up to the limits set for the Card. The authorized cardholder can activate or deactivate the online payment function via BCV's online banking platforms.

BCV will not send any notifications to the authorized cardholder in this regard.

Depending on the online merchant, the authorized cardholder may use one of the following authorization options for contractual use of the Card:

#### a) 3-D Secure code

For this option, the authorized cardholder will enter the 3-D Secure code in addition to fulfilling the applicable terms and conditions and providing the necessary proof of identity to make a card payment.

 Entering the authorized cardholder's name, the Card number and expiration date, and, if applicable, the verification code (CVC) printed on the Card

With this option, the authorized cardholder forgoes strong client authentication procedures, for instance when making a purchase over the phone, online, or using some other method of correspondence.

c) Issuing a standing order to the Card acceptance point A standing order allows the Card acceptance point to deduct

A standing order allows the Card acceptance point to deduct recurring payments (e.g. monthly subscriptions and regular online services) via the Card number provided to it.

If the authorized cardholder wishes to revoke an authorization to make recurring payments or receive services, the authorized cardholder must revoke or terminate the payment authorization directly at the Card acceptance point. In the event that a Card used to make recurring payments for services is canceled, authorized cardholders shall be required to change their method of payment or submit notice of cancellation by contacting the Card acceptance point themselves.

Without prior notice, BCV is entitled to disclose the Card number and expiration date of a new Card to those merchants to whom the authorized cardholder has already authorized payments by storing the Card information.

#### 5. Card PIN

The PIN will be sent separately in a sealed envelope to the authorized cardholder. The 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 Cards are issued, each Card receives its own PIN.

#### 6. Changing the Card PIN

The authorized cardholder is advised to select a new six-digit PIN at appropriately equipped ATMs. The new PIN will immediately replace the previously valid PIN. The PIN can be changed at any time and as often as desired.

To further protect the Card against misuse, the PIN chosen should not consist of easily determined numerical combinations (see Section I.6.d), be stored with the Card, or be noted on the Card in any manner, not even in an altered form.

#### 7. Contactless payment function

This function can only be activated after the authorized cardholder has inserted the Card in an ATM, entered the PIN, and carried out a transaction. The authorized cardholder can deactivate the contactless payment function by contacting BCV or via BCV's online banking platforms.

# 8. Legitimization, debiting, risk assumption, and fraud prevention

Any individual who legitimizes themselves at a machine equipped for this purpose by using the Card in accordance with the methods set out in Sections II.1, II.2, and II.3, or who uses the online payment function or contactless payment function using the methods set out in Sections II.3, II.4, and II.7, shall be deemed authorized to withdraw cash and make payments with the Card.

This also applies if this person is not the actual authorized cardholder. Accordingly, BCV is entitled to debit transactions that have been carried out and recorded electronically. The risks arising from misuse of the Card are thus assumed by the Account holder.

The authorized cardholder authorizes BCV or BCV's external service provider for Visa Debit cards to send security messages (such as fraud alerts) to the mobile phone number provided by the cardholder. Third parties, such as network and service operators, may deduce that a banking relationship exists.

#### 9. Covering losses in the absence of fault

Provided that the authorized cardholder has complied with all aspects of these Terms and Conditions of Use (particularly the duties of care under Section I.7) and that the cardholder is otherwise not at fault, BCV shall cover any losses incurred as a result of the misuse of the 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 Card. Authorized cardholders, their spouses, 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 the Account holder's claims arising from the losses.

#### 10. Technical problems and operational failures

The authorized cardholder can make no claim for compensation if the Card could not be used to withdraw or deposit cash or make payments due to technical problems or operational failures.

#### 11. Card limits

BCV sets the limits for each Card issued and informs the Account holder thereof in an appropriate manner.

It is the Account holder's responsibility to inform any agent with power of attorney of said limits.

The authorized cardholder can use BCV's online banking platforms to change the Card limits within a set range, and assumes full responsibility for those limits. BCV will not send any notifications to the authorized cardholder in this regard.

#### 12. Transaction receipt

For cash withdrawals and deposits, the authorized cardholder 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.

#### 13. Blocking

BCV is entitled to block the Card at any time without giving prior notice to the authorized cardholder and without having to state the grounds for blocking the Card.

BCV will block the Card if the authorized cardholder expressly makes the request, if the Card and/or PIN are lost, or if the Card is canceled. Authorized cardholders without Account authorization can only block 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 Card before the block goes into effect, within normal business hours. A blocking fee may be debited from the cardholder's Account.

If the Card is blocked at the request of the authorized cardholder, only the authorized cardholder may request to unblock the Card.

#### III. ADDITIONAL SERVICES PROVIDED BY BCV

If the Card is used for other services provided by BCV (e.g., viewing account balances at a BCV ATM), those services shall be governed exclusively by the provisions agreed with BCV to that effect.

#### IV. MULTI-ACCOUNT FUNCTION

This function enables the cardholder to access, from BCV ATMs only, four of the accounts that the authorized cardholder has with BCV or for which an authorized cardholder has power of attorney, provided that the multi-account function is available for that type of account. With this function, the authorized cardholder 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 Account holder or the duly authorized representative.