

Conditions governing use of the direct debit card

(Translation by Banque Pictet & Cie SA of French version provided by Six Card Solutions)

I. General provisions

1. Types of usage (functions)

Depending on the agreement, the direct debit card can be used for one or more of the following purposes:

- as a cash withdrawal card in Switzerland and abroad (see Section II)
- as a method of payment for goods and services in Switzerland and abroad (see Section II)
- for additional services provided by the card-issuing Bank (see Section III).

2. Bank account

The direct debit card is always linked to a specific account (hereafter the “account”) at the card-issuing Bank (hereafter the “Bank”).

3. Authorised cardholders

Authorised cardholders may be the account holder, persons authorised to use the account or persons designated by the account holder. The direct debit card is always issued in the name of the authorised cardholder.

4. Ownership

The direct debit card remains the property of the Bank.

5. Fees

The Bank may charge the account holder fees for issuing and authorising the direct debit card and processing card transactions. These fees will be notified to the account holder in an appropriate manner. The fees will be debited from the account on which the direct debit card has been issued.

6. Authorised cardholder’s duty of care

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

- a) Signature
The authorised cardholder must sign the direct debit card in the space provided immediately upon receiving it.
- b) Authorised cardholder’s duty of care
The direct debit card and the card’s PIN must be stored with care and kept separate at all times.
- c) Keeping the direct debit card PIN secret
The direct debit card PIN must be kept secret and may not be divulged to any other person by the authorised cardholder. The direct debit card PIN must not be written on the direct debit card or kept with it, even in an altered form.
- d) Changing the direct debit card PIN
The direct debit card PINs modified by the cardholder must not consist of number combinations that could be easily guessed (e.g. telephone numbers, dates of birth, vehicle registration numbers, etc.).
- e) Transferring the direct debit card
Authorised cardholders may not transfer their direct debit card. In particular, authorised cardholders must not give their card to third parties or otherwise make it available to them.
- f) Reporting lost cards or PINs
The cardholder must notify the card-issuing Bank immediately (see also Sections II.5 and II.10) if the direct debit card or direct debit card PIN is lost, or if the card is left in or kept by a cash machine.
- g) Obligation to check and report discrepancies
The authorised cardholder must check account statements upon receipt and immediately report any discrepancies to the Bank, particular any charges resulting from misuse of the card, within 30 days of receipt of the statement for the corresponding billing period. The claims form must be returned to the Bank duly completed and signed within 10 days of receipt.
- h) Reporting to the police
The authorised cardholder must report any criminal offences that have been committed with the card to the police. The cardholder must assist in any investigation and contribute to minimising the loss to the best of their ability.



7. Cover

The direct debit card may be used only if there are sufficient funds in the account (credit balance or approved credit limit).

8. Bank's right to debit the account

The Bank is entitled to debit all amounts resulting from the use (as per Section I.1) of the direct debit card (see Section II.5) from the account holder's account.

The Bank's right to debit the account remains in effect even in the event of a dispute between the authorised cardholder and any third parties. Amounts in foreign currencies will be converted to the currency of the account.

9. Validity period and card renewal

The direct debit card is valid until the end of the month shown on the card. If the normal course of business permits, and if the cardholder does not expressly cancel the card, the card will automatically be replaced by a new direct debit card before the end of the month shown on the card.

10. Cancellation

The direct debit card may be cancelled at any time. Withdrawing an authorisation to use a card (as per Section I.3) has the same effect as cancelling the card. Once notification of cancellation has been made, the cardholder must return the direct debit card to the Bank immediately and without notice.

No claim may be made for a refund of the annual fee if the direct debit card is cancelled by the Bank or returned by the cardholder before the expiry date. Even if the card has been cancelled, the Bank remains authorised to debit from the account all amounts resulting from transactions made before the direct debit card was returned.

11. Modifications of the conditions

The Bank reserves the right to modify these Conditions at any time. Modifications will be notified in an appropriate form and considered accepted if the direct debit card is not returned before the modifications take effect.

12. General business conditions

For other matters, the Bank's General Business Conditions are applicable.

II. The direct debit card as a cash withdrawal and payment card

1. Cash withdrawal function

The direct debit card may be used at any time with the direct debit card PIN to withdraw cash from cash machines designated for this purpose in Switzerland and abroad, or from merchants that offer this facility by signing a transaction sales slip, up to the authorised limit of the direct debit card.

2. Payment function

The direct debit card may be used at any time to pay for goods and services in Switzerland and abroad, with the direct debit card PIN or by signing a transaction sales slip, from merchants that offer this facility, up to the authorised limit of the direct debit card.

3. Direct debit card PIN (= secret number)

In addition to the direct debit card, the authorised cardholder will receive the direct debit card PIN separately in a sealed envelope. This PIN is an automatically generated 6-digit code that is unique to the card and not known by the Bank or any third parties. If several direct debit cards are issued, each card will have its own PIN.

4. Changing the direct debit card PIN

The authorised cardholder is advised to immediately replace the previously valid direct debit card PIN by choosing a new 6-digit direct debit card PIN at a cash machine offering this facility. The PIN can be changed at any time and as often as the account holder wishes. To further protect the direct debit card against misuse, the direct debit card PIN chosen must not consist of number combinations that could be easily guessed (see Section I.6(d)) or be written on the direct debit card or kept with it, even in an altered form.

5. Legitimation, debiting and assumption of risk

Anyone who authenticates their identity using the direct debit card at a cash machine by correctly entering the direct debit card PIN or by signing the transaction sales slip will be authorised to withdraw cash or to make payments using the direct debit card. This applies even if the person is not the authorised cardholder. Consequently, the Bank is entitled to debit from the account the amount of the transaction made and posted electronically. The risks of misuse of the direct debit card are in principle assumed by the account holder.



6. Assumption of loss when the authorised cardholder is not at fault

If the authorised cardholder has abided by all the conditions governing the use of the direct debit card (in particular the duty of care obligations in Section 1.6) and is otherwise not at fault, the Bank assumes the losses resulting from misuse of the direct debit card by third parties to withdraw cash or make payments. This also includes losses resulting from the counterfeiting or forgery of the direct debit card. The authorised cardholders, their spouse and persons living in the same household are not considered “third parties”.

Losses that are covered by insurance, as well as any consequential losses of any kind, are not assumed.

7. Technical malfunctions and system failures

The authorised cardholder may not claim any compensation if the direct debit card cannot be used to withdraw cash or make payments owing to a technical malfunction or system failure.

8. Usage limits

The Bank sets the usage limit for each direct debit card issued and informs the account holder thereof in an appropriate manner. The account holder is responsible for informing any authorised persons of the usage limit.

9. Transaction receipts

The authorised cardholder can choose to receive a receipt at most cash machines when withdrawing cash, and automatically receives a receipt when using the direct debit card to pay for goods and services. The Bank therefore does not send any debit advices.

10. Blocking

The Bank is entitled to block the direct debit card at any time without notifying the authorised cardholders in advance and without having to indicate the reasons for doing so.

The Bank will block the direct debit card if the authorised cardholder expressly requests the Bank to do so, if the direct debit card and/or the direct debit card PIN are lost or stolen, or if the authorised cardholder cancels the card. Authorised cardholders who do not have power over the account may block only those direct debit cards issued in their own names.

A card can be blocked by contacting the department designated by the Bank. The Bank is entitled to debit a transaction from the account if the transaction was made using the direct debit card before it was blocked. The time usually required for a transaction to be processed is taken into account.

Fees for blocking the account may be debited from the authorised cardholder’s account. The card will not be unblocked until the account holder requests the Bank to do so in writing.

III. Direct debit card used for other services provided by the Bank

If the direct debit card is used for other bank services, these services will be governed only by the conditions agreed upon with the Bank for such usage.

