

# General Terms and Conditions for the use of UBS Credit Cards

These General Terms and Conditions (hereinafter "GTC") govern the legal relationship between UBS Switzerland AG (hereinafter "UBS") and the main cardholder and partner cardholder<sup>1</sup> respectively (hereinafter "cardholder") of UBS Visa and/or UBS Mastercard credit cards (hereinafter "card"). Additionally, product and service-specific provisions apply.

## 1 Card relationship and notifications

1.1 Upon acceptance of the card application by UBS, the main cardholder will receive a written declaration of acceptance, the card applied for and the associated PIN code for each card. The card applied for may also be issued solely as a virtual card and may be displayed in an environment specified by UBS or by any other means agreed with UBS.

1.2 By signing the card (section 7.1) and/or by using it, the main cardholder again confirms to have received the GTC and to have acknowledged the declaration of acceptance, and their contents. By signing (section 7.1) and/ or by using the card, the partner cardholder again confirms that he has received the GTC and accepted their content.

1.3 These GTC also apply to partner cards and additional cards ordered together with the main card or at a later time (hereinafter "card").

1.4 Every issued card remains the property of UBS.

1.5 **Notifications from UBS to the main cardholder and to the partner cardholder shall be deemed to have been duly served if sent to the last-known main cardholder delivery address provided by the main cardholder.** Special delivery agreements remain reserved.

1.6 **The main cardholder is responsible for ensuring that all partner cardholders are notified of any changes to these GTC and other terms governing the use of the card, including, without limitation, costs / credit interest rates.**

1.7 The partner cardholder agrees that the **main cardholder has access to any and all data of the partner card and may disclose said data to third parties.** The main cardholder acknowledges that the partner cardholder has access to its own partner card data and may disclose it to third parties.

1.8 The cardholder shall keep UBS updated of his information provided to UBS, e.g. name, address, account details.

## 2 Use of the card and authorization of transactions

2.1 Transactions may be authorized as follows at merchants and service providers (hereinafter "merchants") worldwide, subject to the individual card and cash withdrawal limits (hereinafter "spending limit"):

2.1.1 In the case of card payments on site or cash withdrawal from the machine or bank counter: by entering the PIN code, by signing the sales receipt or by simply using the card (e.g. at tollbooths, in car parks or when making contactless payments) or by specifying the card number, the expiration date and (if requested), the three-digit security code (CVV, CVC) or the name as it appears on the card or by any other means specified by UBS or agreed with UBS;

2.1.2 in case of distance payments (via internet, by telephone or correspondence): by giving the cardholder's name as it appears on the card, the card number, the expiration date, and (if requested) the three-digit security code (CVV, CVC). Additionally, when authorizing online, a password may need to be entered, authorization may need to be granted via Access App, or by any other means specified by UBS or agreed with UBS;

2.1.3 in case of payment for goods or services through channels other than the ones specified above (e.g. mobile payment solutions): in accordance with separate terms of use or by any other means specified by UBS or agreed with UBS;

2.1.4 within the framework of tokenization technology the card number and the expiration date can be replaced by a token which is used to process the payment;

2.1.5 in the case of updating services, the automatic update of the expiration date is reserved (please refer to section 16).

2.2 The main cardholder acknowledges all transactions (including those authorized by using a partner card) authorized in accordance with section 2.1 and the resulting claims of merchants respectively. At the same time, he irrevocably instructs UBS to automatically settle the claims of merchants.

2.3 The cardholder undertakes to use his card only to the extent that his financial circumstances allow. The use of the card for illegal purposes is prohibited.

2.4 UBS may at any time modify the options for using the card (section 2.1) as well as the spending limit. The spending limit is shown on the card statement and in UBS Digital Banking and can be queried from Customer Services.

## 3 Costs and credit interest

3.1 Costs, fees and commission (hereinafter "costs") and credit interest may be charged in connection with the card and its use. These costs and credit interest are disclosed together with the card application and/or in an appropriate manner and may at any time be queried from Customer Services and accessed online at [ubs.com/cards](https://ubs.com/cards). Furthermore, UBS may pass on third-party costs and expenses incurred by the cardholder.

3.2 Amendments to costs and credit interests due to changing expenses or market conditions or to costs may be made at any time via adjustments to the fee schedules /product information sheets. They shall be announced in an appropriate way. Upon notification and in the event of objection, the cardholder may terminate the card with immediate effect.

3.3 In the event of transactions in a different currency than the card currency, a processing fee may be added to the applied exchange rate. The exchange rate contains a surcharge. The applicable surcharge can be viewed at [ubs.com/cards](https://ubs.com/cards) and queried from Customer Services.

3.4 As the card issuer, UBS receives a so-called interchange fee for every card-based transaction from the acquirer (the company that enters into contracts with merchants regarding the acceptance of credit cards as a means of payment). Inter alia, the interchange fee is used to cover the current costs, especially the costs for the transaction processing and the costs in connection with the risks of granting credit, insofar as these are not already covered by the costs pursuant to section 3.1. The interchange fee can be viewed at [ubs.com](https://ubs.com) and queried from Customer Services. UBS may also receive sales promotion contributions from third parties (e.g. from international card organizations).

## 4 Statements and methods of payment

4.1 **UBS grants the main cardholder credit in the amount of the spending limit.** The credit is managed as a **current account facility** on the credit card account. All transactions authorized in accordance with section 2.1 and the costs/credit interest pursuant to section 3 will be booked to the credit card account. **The agreed credit interest will be charged on all transactions amounts and costs from the date of the transaction in question.**

<sup>1</sup> The singular form also includes the plural, and all masculine terms referring to persons refer to persons of both genders.

4.2 The main cardholder and the partner cardholder, if that person receives a separate card statement, will receive a monthly card statement showing all transactions authorized in accordance with section 2.1 and the costs and/or credit interest owed pursuant to section 3, provided that transactions have been authorized or costs/credit interest are owed. The cardholder shall pay the amounts specified in the statement by the date printed on the statement using a payment method accepted by UBS. Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims (section 8.1) do not release the cardholder from the obligation to pay the amounts specified in the statement.

4.3 If the credit card product includes a payment in installments option, the cardholder may choose between paying the total amount of the statement or transferring an installment (minimum amount: 5% of the statement amount but no less than CHF/USD/EUR 50) by the payment date indicated on the statement at the latest.

**4.4 UBS will not charge any credit interest (section 4.1) for statement amounts fully paid by the due date.**

**4.5 If, however, the statement amount is not paid or is not paid in full by the due date, the credit interest will be charged on all transaction amounts as well as costs starting from the date of the transaction in question. The credit interest payable will be shown and invoiced in the statement for the following month. (Partial) payments will be taken into account in the further interest calculation after being booked and will first be offset against open interest claims.**

4.6 If less than the minimum amount is paid (section 4.3), the outstanding part of the minimum amount will be added to the minimum amount of the subsequent card statement. In this case, UBS may demand immediate payment of the entire outstanding statement amount including costs and credit interest (section 3) and block the card. Any reminder and collection fees shall be borne by the cardholder.

4.7 If payment is made by direct debit from an account held with another bank, UBS is authorized to disclose the necessary data (name of the cardholder, address, date of invoice, number of the credit card account as well as the invoice amount and currency) to this bank. If payment is made via e-bill, UBS is authorized to disclose contract and transaction data (hereinafter "card data") to all parties, e.g. SIX Payment Ltd and its network partners, who on their part may involve other service providers.

## 5 Means of access

5.1 UBS provides the cardholder with **personal means of access**, e.g. Access App, PIN code, contract number (so-called means of authentication, hereinafter "means of access"), which shall be used in the intended way only. UBS may substitute or modify the personal means of access at any time. **UBS is authorized to send the cardholder single-use confirmation and activation codes to the mobile phone number provided by him for such purpose**, which could allow third parties such as network and service providers to conclude that there is a banking relationship and may lead to the disclosure of bank client information.

**5.2 Any person who successfully identifies himself with the personal means of access will be deemed to be authorized to give UBS binding instructions.** UBS shall perform the identity check with the appropriate standard of care and diligence customary in the business. As a result, incoming instructions will be deemed given by the cardholder. UBS will be deemed to have duly performed if it complies with these instructions in the course of usual business.

## 6 UBS Digital Banking

6.1 UBS may offer the cardholder digital services (UBS Digital Banking). UBS Digital Banking and the functions offered can be accessed after the cardholder has successfully proven access authorization to UBS using a personal means of access. **Any additional agreements for the use of UBS Digital Banking may be submitted to the cardholder in electronic form after the cardholder has successfully proven access authorization. Agreements concluded electronically are considered to have the same effect as agreements signed manually.**

6.2 The use of UBS Digital Banking is associated with certain risks due to, among other things, the download, installation and/or use of apps and related connection points to third parties (e.g. providers of sales platforms, network operators, device manufacturers) or the possibility of using unencrypted communication channels (e.g. text messages), including: (1) disclosure of the banking relationship to third parties, thereby compromising banking secrecy; (2) changes to or falsification of information (e.g. spoofing); (3) system interruptions, security-related limitations and unauthorized removal of user restrictions on the end device and other disruptions that may make it impossible to use the service; (4) misuse resulting from manipulation by malware or unauthorized use in the event of loss of the device.

6.3 By using UBS Digital Banking, the cardholder accepts, without limitation, the risks specified above and any separate terms of use.

## 7 Duty of care

In particular, the cardholder shall exercise the following duties of care:

7.1 If the card has a signature field, the cardholder shall sign the card immediately after receipt in the area provided for this purpose.

**7.2 The cardholder shall keep the means of access and the card with care and separate from each other. The card and the means of access shall not be sent, passed on or made accessible to third parties in other ways** (e.g. by concealing the PIN code when entering it). Means of access shall not be noted on the card or saved electronically without encryption, not even in altered form, and shall not be easily ascertainable, e.g. no telephone numbers, dates of birth, car license numbers etc. If there is reason to assume that another person is aware of the means of access, the cardholder shall change them immediately.

7.3 The cardholder must always know where the card is and regularly ensure that it is still in his possession. If there is reason to assume that an unauthorized person has gained possession of the card, it shall promptly be recovered. If **loss, theft, confiscation or misuse of the card** has occurred or is suspected, the cardholder shall **immediately** (regardless of any time difference) **block the card or have it blocked by Customer Services**. Furthermore, if it is suspected that criminal offenses have been committed, the cardholder shall immediately report this to the local police in Switzerland or abroad and take all reasonable steps to assist in clearing up the matter and minimizing the loss or damage incurred.

7.4 Card statements must be checked immediately upon receipt, ideally against the retained sales and transaction receipts. If the cardholder wishes to object to any **discrepancies**, in particular debits resulting from **misuse of the card**, this must **be reported to Customer Services immediately** upon receipt of the card statement, **but in any case no later than within 30 days** (date of postmark) of the card statement date by written notice of complaint sent to the address of UBS. If the complaint is not submitted in time, this may result in the cardholder violating his obligation to minimize losses and being held responsible for the resulting losses.

7.5 If the card is blocked or terminated, the cardholder must inform all providers of mobile payment solutions and all merchants that are paid using the card or where the card credentials are stored for recurring services or preauthorized payments (e.g. online services, subscriptions, memberships or ticket apps) or for bookings/reservations (e.g. for rental cars, overnight hotel stays) of the blocking or termination of the card.

7.6 Expired, terminated or blocked cards shall immediately be rendered unusable.

7.7 If the cardholder does not receive a new card at least 15 days before the expiry of the preceding card, the cardholder must report this to Customer Services immediately.

## 8 Responsibility and liability

**8.1 The main cardholder is liable for all liabilities arising from the use of the main, additional and partner card(s), even for partner cards with separate statements.** Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims must be settled directly by the cardholder with the respective merchant. When returning goods, a credit confirmation must

be requested from the merchant; when canceling a transaction, a confirmation of cancellation must be requested.

8.2 As a matter of principle, the cardholder is liable for any risks resulting from misuse of the card. **In any case**, the cardholder is liable for all transactions authorized **using a means of access**. In all other cases, where a complaint is filed within the stipulated period (section 7.4), UBS will assume responsibility for loss or damage resulting from misuse of the card by third parties, provided the cardholder has in all respects complied with these GTC (see especially section 7) and to the extent that he is not in any way to blame. In this context, persons related to or otherwise associated with the cardholder, e.g. partners, authorized agents and persons living in the same household, will not be deemed to be third parties. **Until the card is blocked, the cardholder is responsible for all transactions authorized in accordance with section 2.1.**

8.3 Any loss or damage resulting from the forwarding of the card and/or means of access shall be borne by the cardholder.

8.4 Loss or damage incurred by the cardholder in connection with the possession or use of his card shall be borne solely by the cardholder. UBS assumes no liability if a merchant refuses to accept the card as a means of payment or if the card cannot be used due to a technical defect or because it has been terminated, blocked or the spending limit has been adjusted. Moreover, UBS assumes no liability if the card cannot be used on a machine or is damaged or rendered useless due to such use.

8.5 Notwithstanding any blocking/termination of the card, UBS may charge the main cardholder for all amounts relating to recurring services (section 7.5).

8.6 UBS does not assume any liability for any benefits or additional services made available with the card or for loss or damage covered by an insurance policy or other service providers.

## 9 Card renewal

9.1 The card and the associated benefits and services shall expire at the end of the month printed on the card. A new card will be delivered to the cardholder in due time unless the contractual relationship has been terminated.

9.2 If the cardholder does not wish to renew his card or the additional and/or partner card(s), UBS must be notified in writing at least two months before the expiry of the card. Failing which, the annual fee for the card in question will be charged to the cardholder.

## 10 Card blocking and termination of contractual relationship

10.1 The cardholder or UBS may at any time and without giving reasons arrange for the card to be blocked or the contractual relationship to be terminated. Termination of the main card automatically entails termination of all additional cards and partner cards.

10.2 Upon termination, all outstanding amounts shall be due for payment. The cardholder is not entitled to a pro-rata refund of the annual card fee.

## 11 Credit information and reports

UBS may obtain any and all information required for checking the application form and processing the contract from debt enforcement offices, from residents' registration offices and from the Central Credit Information Office (hereinafter "ZEK"; members of ZEK include companies from the consumer credit, leasing and credit card sectors). To this extent, the main cardholder releases these entities from the data protection and official confidentiality obligation. UBS may report incidents of card blocking, qualified payment arrears and card misuse to ZEK. ZEK is expressly authorized to make this data available to other ZEK members.

The main cardholder is also aware that under the Swiss Consumer Credit Act (hereinafter "CCA"), UBS is obliged to obtain from the Consumer Credit Information Office (hereinafter "IKO") information relating to liabilities of the main cardholder reported to said Office. In addition, under the CCA, UBS is obliged under certain circumstances to report any payment arrears to the IKO.

**To this extent, UBS is released from its obligation to maintain banking secrecy and data protection.**

## 12 Outsourcing of business areas and services

UBS may outsource business areas and services to group companies and third parties in Switzerland and abroad. The group companies responsible for processing the card business have the same right to outsource. This right, in particular, includes the processing of the card business, credit checks, documentation, card printing, invoicing, collection, compliance, data management, IT and back and middle-office services, which may be outsourced in whole or in part. When outsourcing, it may be necessary to transmit card data to group internal or external service providers and for service providers to make use of other service providers. All service providers are subject to non-disclosure provisions in this regard. **Where a service provider is based abroad, UBS or the group companies engaged by UBS will only transmit data that cannot be used to identify the cardholder.**

## 13 Data privacy notice

The data privacy notice of UBS applies unless otherwise set out here. The cardholder may view the data privacy notice at [ubs.com/data-privacy-notice-switzerland](https://ubs.com/data-privacy-notice-switzerland) or request a copy of the data privacy notice from UBS Customer Services.

## 14 Profile building and marketing

14.1 **UBS, group companies and third parties engaged by UBS may store, process, combine and use card data and create profiles on the basis of this data. These data will be used by UBS and its group companies, in particular, to provide the cardholder, if applicable, with individual advisory services, tailored offerings and information about products and services offered by UBS or its group companies, and for market research, marketing and risk management purposes.** This applies, without limitation, to the following data: details concerning the cardholder, credit card account, card transactions and additional services. The cardholder may opt out of receiving offerings and information about products and services offered by UBS or its group companies at any time. Customer Services must be informed of this request in writing. Group companies and third parties engaged by UBS and their employees are obliged to comply with the Swiss Data Protection Act.

14.2 The cardholder authorizes UBS to share card data for business purposes with group companies in Switzerland. In particular, data will be disclosed for the purpose of effecting comprehensive and efficient customer care, and for providing information regarding the service offering of group companies. **To this extent, UBS is released from its obligation to maintain banking secrecy and data protection.** UBS will ensure that the recipients of card data are bound to observe corresponding banking secrecy and data protection obligations.

## 15 Transaction processing and fraud prevention

15.1 Through the use of the card, the international card organizations (Visa and Mastercard) and their contractors responsible for processing card transactions on their behalf will be informed of the respective transaction data (e.g. card and transaction reference number, transaction amount and date, information about the merchant). In certain cases (e.g. purchase of airline tickets, hotel bills, car rental), they will also be provided with additional pieces of information, such as the name of the cardholder or the name of the person for whom the transaction was executed. Moreover, the cardholder accepts that **merchants in Switzerland will also forward transaction data via the global Visa or Mastercard networks to the card issuer UBS and the group companies responsible for the processing and other third parties.**

Please note that Swiss law (e.g. data protection) applies to the Swiss territory only and that any data sent abroad is no longer subject to the protection afforded under Swiss law. **To this extent, UBS is released from its obligation to maintain banking secrecy and data protection for any data processed abroad.**

15.2 The data communicated to, or received by, the international card organizations can be processed by them for their own purposes and in accordance with their own privacy policies (see [visa.com](https://visa.com) and [mastercard.com](https://mastercard.com)) in Switzerland and abroad (also in countries which may not have adequate data protection).

15.3 In the case of **distance payments** via the internet, the merchant may also forward data such as the card number, time of purchase, transaction amount, last name and first name, telephone number and email address, billing and delivery address of the buyer or service recipient, as well as the device ID and IP address from which the payment was triggered, via the global networks of Visa or Mastercard to UBS or to the group companies and third parties in Switzerland and abroad which are responsible for the processing. **UBS as well as group companies and third parties in Switzerland and abroad engaged by UBS are authorized to process, combine, store and use this data and to create profiles from it, for the purpose of approving a transaction and for analyzing fraud patterns.**

15.4 UBS may furthermore send the cardholder security notifications (e.g. fraud alerts) to the mobile phone number provided by the cardholder, which could allow third parties such as network and service providers to conclude that there is a banking relationship and may lead to the disclosure of bank client information.

## 16 Updating services

16.1 The international card organizations offer updating services. The function of these services is to provide updates of the card expiration date to participating merchants and providers of mobile payment solutions. This is to ensure, for example, that payments for recurring services and with mobile payment solutions or preauthorized payments (such as for online services, subscriptions or ticket apps) can be made automatically after the card expiration date has been updated. **The cardholder agrees that UBS may transfer the card number and expiration date of his card to the international card organizations for the purpose of performing update services and for the purposes set forth in the relevant form at [ubs.com](https://ubs.com).**

16.2 The international card organizations are entitled to involve additional data processors. The international card organizations and the additional data processors process this data in Switzerland and abroad (including countries which may not have adequate data protection). However, appropriate measures are always taken to protect customer data, and the data processors are obligated to ensure appropriate data protection.

**In particular, the international card organizations forward the card number and the updated expiration date via their global networks to merchants and providers of mobile payment solutions who support such an updating service, and to other entities involved in the updating services (such as acquirers).**

16.3 UBS offers the cardholder the possibility to opt out of participating in the updating services. The cardholder may at any time declare opting out by sending the corresponding form under [ubs.com](https://ubs.com) to Customer Services.

## 17 Modifications of conditions and other provisions

17.1 In justified cases, UBS may amend the GTC and the product and service-specific provisions at any time. UBS shall communicate such amendments in advance and in an appropriate manner. The amendments will be deemed to have been accepted by the cardholder unless an objection is raised in writing within one month of notification, but in any event when the card is first used. In case of objection, the cardholder shall be free to terminate the card relationship with immediate effect before the amendments become effective. Special agreements remain reserved. If the main cardholder has access to UBS Digital Banking, amendments and modifications to this agreement may also be communicated exclusively in electronic form.

17.2 UBS is authorized to assign all claims against the cardholder to third parties at any time.

17.3 The cardholder agrees that UBS may disclose card data in Switzerland and abroad for the purpose of complying with statutory or regulatory disclosure obligations and for protecting legitimate interests (e.g. in the course of recovery proceedings).

## 18 Applicable law and place of jurisdiction

This agreement is governed by and construed in accordance with substantive Swiss law. The exclusive place of jurisdiction for all legal proceedings is Zurich, Switzerland, or the location of the branch holding the account. This shall also be the place of performance and the place of debt collection for cardholders domiciled abroad. Any mandatory legal places of jurisdiction are reserved.