

# General Terms and Conditions for the Use of UBS Prepaid Cards

These General Terms and Conditions (GTC) govern the legal relationship between UBS Switzerland AG (hereinafter referred to as UBS) and the holder<sup>1</sup> (hereinafter referred to as the cardholder) of UBS Visa and/or UBS Mastercard prepaid cards (hereinafter referred to as the card). Additionally, product and service-specific provisions apply.

## 1 Card relationship and notifications

- 1.1 Upon acceptance of the application form by UBS, the cardholder will receive the card applied for and the associated PIN code.
- 1.2 By signing the card and/or by using it, the cardholder again confirms acknowledgement of the GTC and their contents.
- 1.3 Every issued card remains the property of UBS.
- 1.4 A card can only be issued and used if the cardholder has a UBS account in the cardholder's name.
- 1.5 **Notifications from UBS to the cardholder shall be deemed to have been duly served if sent to the last-known delivery address provided by the cardholder.** Special delivery agreements remain reserved.
- 1.6 The cardholder shall keep UBS updated of his information provided to UBS, e.g. name, address, etc.

## 2 Use of the card and authorization of transactions

- 2.1 Transactions may be authorized as follows at merchants and service providers (hereinafter referred to as merchants) worldwide, subject to the card balance and cash withdrawal limits:
  - 2.1.1 In 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. cell phone payment solutions): in accordance with the separate terms of use or by any other means specified by UBS or agreed with UBS.
- 2.2 The cardholder acknowledges all transactions 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 and only within the scope of the available credit balance. The use of the card for illegal purposes is prohibited.
- 2.4 UBS may at any time modify the options for using the card. The card balance is equivalent to the amount paid in less any costs, fees, commissions and transactions already authorized. If the card is to be renewed or replaced, the available card balance on the old card will be transferred to the new card following deduction of any applicable costs, fees and commission. The card balance is shown on the card statement and in UBS Digital Banking and can be queried from Customer Services. The maximum card balance is determined by UBS and may be modified at any time.

## 3 Costs, fees and commission

- 3.1 Costs, fees and commission may be charged in connection with the card and its use. These charges 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**. Furthermore, UBS may pass on third-party costs and expenses incurred by the cardholder.

- 3.2 Amendments to costs, fees and commission 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 – in justified cases and without prior notification to the cardholder. Such amendments shall be communicated to the cardholder in an appropriate manner. Upon notification and in the event of objection, the cardholder may cancel the card with immediate effect.
- 3.3 In the event of transactions in a different currency than the card currency, a processing fee will be added to the applied exchange rate. The exchange rate also contains a surcharge. The surcharge applicable when using the UBS exchange rate can be viewed at [ubs.com](http://ubs.com) 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 prepaid 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, fees and commissions pursuant to section 3.1. The interchange fee can be viewed at [ubs.com](http://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, payment and repayment methods

- 4.1 The cardholder will receive a monthly card statement showing all transactions authorized in accordance with section 2, the costs, commissions and fees owed pursuant to section 3 and the current card balance, provided that transactions have been authorized or costs, commissions and fees are owed.
- 4.2 The cardholder must settle any negative balance by the payment date indicated on the card statement at the latest using a payment method accepted by UBS.
- 4.3 If the negative balance remains despite a request made by UBS, UBS may demand immediate payment of the outstanding amount (including costs, fees and commission pursuant to section 3) and block the card. Any reminder and collection fees shall be borne by the cardholder. Furthermore, UBS reserves the right to offset any negative balance against a credit balance on another account held in the cardholder's name at UBS.
- 4.4 The cardholder may submit a written request to Customer Services for a positive card balance to be refunded. Refunds will only be made to a Swiss post office account or bank account.

## 5 Means of access

- 5.1 UBS provides the cardholder with **personal means of access**, e.g. Access App, PIN, contract number (hereinafter means of access or means of authentication), which shall be used in the intended way only. UBS may at any time replace or adjust the personal means of access. **UBS may send the cardholder single-use confirmation and activation codes to the cell phone number provided by the cardholder for this purpose**, which could allow third parties such as network and service providers to conclude that there is a contractual relationship or to access the Client's bank 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

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

to UBS using a personal means of access. **Any additional agreements for the use of these services 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 that may apply to the digital services.

## 7 Duty of care

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

- 7.1 The cardholder shall sign the card in the area provided for this purpose immediately upon receipt.
- 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 any other way** (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 number etc. If there is reason to assume that another person is aware of the means of authorization, the cardholder shall change them immediately.
- 7.3 The cardholder must always know where his 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 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/canceled, the cardholder must inform all merchants that are paid using the card for recurring services (e.g. newspaper subscriptions, memberships, online services) or for bookings/reservations (e.g. for rental cars, overnight hotel stays) of the blocking/cancellation.
- 7.6 Expired, invalid 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 cardholder is liable for all liabilities arising from the use of the card.** 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 the 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 canceled, blocked or the cash withdrawal 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/cancellation of the card, UBS may charge the 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.

## 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, 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 Blocking and termination

- 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.
- 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 Obtaining, processing and disclosure of data, and involvement of third parties

- 11.1 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 includes but is not limited to the processing of the card business, 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 contract and transaction data (hereinafter referred to as 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.**
- 11.2 However, the international card organizations (Visa and Mastercard) and their contractors responsible for processing card transactions on their behalf will only be informed of the relevant 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 informed of 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 to the card issuer UBS and the Group companies responsible for the processing via the global Visa or Mastercard networks.**

Please note that Swiss law (e.g. bank secrecy, 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.**

- 11.3 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.

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

- 11.4 **UBS and third parties engaged by UBS may store, process, combine and use card data and create profiles on the basis of these 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, as well as for market research, marketing and risk management purposes.** This applies, without limitation, to the following data: details concerning the cardholder, prepaid card account, card transactions and additional ser-

vices. The client 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. Third parties and their employees acting on behalf of UBS are obliged to comply with the Swiss Data Protection Act.

- 11.5 UBS is authorized to send the cardholder security notifications (e.g. fraud warnings) to the cell phone number provided by the cardholder, which could allow third parties such as network and service providers to conclude that there is a contractual relationship or to access the Client's bank information.
- 11.6 UBS is authorized to assign all claims against the cardholder to third parties at any time.

## 12 Further provisions

- 12.1 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 cardholder has access to UBS Digital Banking, amendments and modifications to this agreement may also be communicated exclusively in electronic form.
- 12.2 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.

Edition October 2018