

I - Definitions for the General Terms & Conditions for Using Habib Bank AG Zurich Debit Cards & Additional Terms & Conditions of the Third-Party Wallet Payments

“**ATM**” means an Automated Teller Machine or any card operated machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank which accept the Card.

“**Bank**” means Habib Bank AG Zurich.

“**Card**” means a Habib Bank AG Zurich debit card issued by Habib Bank AG Zurich to the Customer which is not expired, blocked, suspended or cancelled.

“**Card Account**” means the account maintained by the Bank which will be debited with the amount of all transactions of a Cardholder and all charges.

“**Cardholder**” means the Customer and any other person who has been issued with a Card.

“**Customer**” means the Bank account holder of the account related to the Card.

“**Device**” includes but is not limited to a smartphone, tablet or smart watch or any other device which is compatible for use of the Wallet solution, which Habib Bank AG Zurich determines is eligible for the registration of Habib Bank AG Zurich Cards to be used in the Wallet.

“**Merchant**” means any corporate entity, person or other establishment willing to honour a Card.

“**Passcode**” means the secret code that is required to unlock a Device, including a password, passcode, pattern or biometric identifier (where applicable).

“**PIN**” means the Personal Identification Number issued to a Cardholder.

“**Wallet**” means the mobile payment and digital wallet service created by the third-party wallet providers that enables the users to make payments using certain Devices and Cards registered on such Devices.

NOTE: Words importing any gender shall include all genders.

II - General Terms & Conditions for Using Habib Bank AG Zurich Debit Cards

1. Use of Card: The Cardholder may collect the Card from the Bank or, at the risk of the Cardholder, the Card may be sent by post to the address notified by the Cardholder to the Bank. The Bank may at its discretion require that the Cardholder complete mandatory procedures in order to activate the Card. Until such procedures (if any) have been completed, no transactions may be undertaken with the Card. Upon receipt of a Card, the Cardholder shall sign the Card. The Cardholder's use of a Card shall constitute the acceptance of this General Terms and Conditions, fee schedules applicable to the Card (as amended from time to time) and any other provisions referred to in the General Terms and Conditions.

2. Card Issuance, Validity and Renewal: After the Bank has reviewed and accepted the Card application, each Cardholder will receive a personal, non-transferable Card and a PIN for each Card. The assigned PIN is a unique combination of numbers chosen for the Card by computer that is known to neither the Bank nor third parties. The PIN can be changed using an ATM for that purpose. The Card is valid until the end of the date stated on the Card. Subject to proper use of the services and without the express renunciation by the Customer or Cardholder, the Card will be automatically replaced with a new Card prior to the date indicated on the Card. Cardholders who have not received a new Card before the expiration of their current Card are required to notify the Bank. Cards are the property of the Bank and no Card is transferable and the Cardholder may not pledge a Card as security for any purpose whatsoever.

3. Right to Debit and Coverage Obligations: The Customer hereby authorises the Bank to debit the Customer's Card Account/s with the amount of any withdrawal, transfer or transaction affected by the use of a Card. Before using or attempting to use Card, the Cardholder will always ensure that sufficient funds are available in the account(s) or that a prior arrangement with the Bank has been made. If the Cardholder undertakes any transaction that exceeds the available balance(s) of the account(s) or facility(ies) tied to a Card, the Bank may refuse at its discretion to permit such transaction. If, however, for whatever reason, the Cardholder exceeds any such available balance or facility, the Customer shall forthwith pay to the Bank, upon demand by the Bank, the full sum by which such available balance or facility is exceeded and the Bank may at its discretion charge the Customer its prevailing fees or charges. Transactions taking place in a currency that does not match the currency of the account will be converted to the currency used for the account at the Bank's standard conversion rate. The Bank shall have the discretion from time to time to set or change the daily cut off time without notice or responsibility to the Customer. Any transaction by use of a Card after such cut off time shall be treated as a next working day value transaction.

The Bank may at any time, at its discretion, without prior notice, without giving any reason and without any liability to the Customer, refuse to authorise any transaction, or withdraw, restrict or suspend the Cardholder's right to use the Card or impose limits on certain categories of transactions carried out with a Card notwithstanding, inter alia, that the Customer has an adequate credit balance in relation to the Card Account.

4. Security Information and Cardholder's Duty of Care: The Bank will issue a PIN to use the Card at ATM's and terminals that will accept the

Card. The Cardholder agrees that:

- » The PIN may be sent by post to the Cardholder at his risk.
- » The Cardholder shall not disclose the PIN to any persons and shall take all possible care to prevent discovery of the PIN by any person.
- » The Customer shall be fully liable to the Bank for all transactions made with the PIN whether with or without the knowledge or authorisation of the Cardholder.

The Customer shall take all the reasonable precautions to prevent the loss or theft of a Card and shall not disclose the PIN to any person. The Customer will be responsible for all transactions processed by the use of a Card regardless of whether the transactions are processed with the Customer's knowledge or express or implied authority or the transactions may be the result of a fraudulent act. The Bank will never ask for the disclosure of the PIN or password.

The Customer is obliged to check the corresponding account statements pertaining to the use of Card immediately upon receipt and to report without delay any discrepancies to the Bank, in particular any debits made as a result of fraudulent use of the Card. Such discrepancies must be reported within 30 days of receiving the account statement for the accounting period in question. The claims form must be completed in full, signed and returned to the Bank.

5. Fees and Charges: The Customer shall pay to the Bank the fees and charges listed in the schedule of charges and the Customer hereby authorises the Bank to debit its accounts with the Bank without prior notice in order to affect payment of all fees and charges payable to the Bank. Additional charges, as listed in the schedule of charges or as otherwise prescribed by the Bank, are payable by the Customer to the Bank immediately upon the request of the Bank, for the provisions of copies of sales/cash advance drafts and any further services the Bank may provide from time to time.

All transactions and all charges and fees shall be debited to the Customer's accounts in the currency of the account and shall be listed in the account statement. The Bank reserves the right to collect new charges and fees or modify existing charges and fees. The charges, fees and changes to the same shall be made known by appropriate means, however, generally not through individual notification. Information about the current fee schedule can be obtained from the Bank. The Bank may in its discretion charge a processing fee plus other charges at the Bank's prevailing rates for all foreign currency transactions. The Customer will reimburse the Bank for all costs and expenses the Bank incurs as a result of such transactions.

The Customer understands, acknowledges and agrees that the Bank may receive from the third-party payment system provider Visa an annual commission in the amount of up to 2.5% of the annual turnover of transactions made with a Card. Upon written request, the Bank will disclose the effectively received commission relating to the Customer. The Customer further understands, acknowledges and agrees that the Bank shall retain such commission and expressly waives any right to receive such commission from the Bank.

6. Services: The Bank determines the possible services when using the Card. A list of the current services is available at the Bank. The Bank reserves the right to amend, expand or restrict the scope of using a Card. Amendments will be communicated by appropriate means and shall be deemed approved by the Cardholder once a Card is used after the amendments have been communicated. Every Card issued by the Bank is subject to the limits set by the Bank and the Cardholder understands that the Cardholder's right to make a withdrawal as well as the limits are subject to the laws, rules and regulations of the country in which such withdrawal is requested and the institution that owns the terminal.

7. Credit of Card Account: Cash, cheques or instruments deposited at any terminal by use of a Card will be credited to the Card Account after the Bank's verification of the deposit. The amount of deposit verified by the Bank shall be deemed the correct amount of the deposit. The record issued by any terminal only represents what the Customer claims to have deposited. Cheques that are deposited will be sent for collection and the funds will be available only after the cheques have been cleared in accordance with the terms hereunder and the Bank's other policies and procedures.

8. Joint Account Holder and Additional Cards: All transactions and obligations arising from the use of a Card in relation to a joint account shall be binding on, and the joint and several obligations of all the joint account holders. If requested, the Bank may in its sole discretion make available more than one Card to the Customer according to such further terms and conditions as the Bank may require. For the avoidance of doubt, this Terms and Conditions and all transactions thereunder will be binding on all Cardholders. Other than such authorised users for the relevant account(s), the Cardholders will not allow any other person to use the Card.

9. Customer Data and Involvement of Third Parties: To enable use of a Card at any ATM, terminal or electronic network in or outside Switzerland, the Customer and Cardholders consents to the Bank's participation from time to time in any network permitting such use, the release and transmission of data and information with respect to any of the Customer's accounts to any participants in such network and the storage and processing by any means of the such data and information by any participants in such network. Further, the Customer and Cardholders accepts that the Bank may involve third parties in Switzerland and abroad to fulfil its duties in connection with the debit card business. In particular, the agents commissioned to conduct the Bank's card business on behalf of the Bank and their contractors (such as card creation or personalisation) shall be given access to the data of the Customer and Cardholders to the extent necessary. Finally, by using the Card or the Wallet, the payment systems (such as Visa) and their contractors responsible for processing transactions on their behalf will be informed of the respective transaction data. Against this background, the Customer and Cardholders release the Bank from banking secrecy and, to the extent permissible, data protection. The Customer and Cardholders understand and agree that data transmitted outside Switzerland is not subject to any protection under Swiss law.

10. Business Interruptions, Malfunctions and Technical Failures: The Bank shall not be liable to the Cardholder or to a third-party if the Card is not honoured or accepted, nor if the Cardholder or any third-party incurs any loss or injury including by reason of any mechanical or other malfunction. Furthermore, the Bank shall not be liable to the Cardholder or to a third-party for any failure in performing the Bank's obligations or providing any service in connection with any computer, telecommunications or other technical failure.

11. Refund: If a transaction disputed by the Cardholder is subsequently proven to have been originated by the Cardholder, the Bank retains

the right to charge back, as from the date when the transactions took place, the transaction amount along with the Bank's prevailing fees or charges and any additional fees and expense incurred by the Bank in the investigation thereof.

The Bank shall be entitled to treat the following as evidence of a transaction properly concluded by the Customer through the use of a Card;

- Any sales draft, transaction record, credit voucher, cash disbursement draft or other charge record bearing the imprint or other reproduction of information printed on a Card and duly completed, or
- The Bank's record of any transactions effected by the use of a Card including but not limited to any record in any medium related to transactions effected via mail order, telephone or the internet.

12. Dispute With Third-Parties: In the event of any dispute between the Cardholder and any Merchant or third-party bank or financial institution or any other person, the Cardholder's liability to the Bank shall not in any way be affected by such dispute or any counterclaim or right of set off that the Cardholder may have against such Merchant, bank or financial institution or person. Further, with respect to goods or service acquired with a Card, the Bank shall not be responsible or in any way liable to the Customer or any third party for any defect or deficiency in such goods or services, for any breach or non-performance by a third-party or for any loss or injury including by reason of any mechanical or other malfunction of any such goods.

13. Amendments: The Bank reserves the right to amend this General Terms and Conditions at all times. Amendments may also be made by publication on the Bank's website on the internet. The Customer may be advised of these amendments in writing or in some other suitable manner and shall be deemed approved by the Customer and Cardholder once a Card is used after the amendments have been communicated.

14. Termination: Either party may terminate this arrangement at any time, and the Customer may also revoke the authorisation to use a Card. Upon termination or revocation, the Customer and Cardholder shall promptly inform the Bank, cease use of the Card and permanently destroy the Card (e.g. by cutting it into pieces).

15. Governing Law: All legal relationships between the Customer and the Bank are governed by and construed and interpreted in accordance with, the laws of Switzerland (under exclusion of Swiss conflict of laws rules). Place of performance as well as the place of foreclosure (in the sense of Art. 50(2) of the Swiss Debt Enforcement Act) shall be the offices of the Bank in Zurich, Switzerland.

III - Additional Terms of Use for Third-Party Wallet Payments

1. Terms of Use: The following terms of use ("Terms of Use") govern the use of Cards issued by the Bank with the Wallet enabled on compatible Devices from time to time. This Terms of Use apply to the Customer and Cardholder(s) who use the Card with the Wallet. The Terms of Use is to be read in conjunction with the Habib Bank AG Zurich Mobile Banking Terms and Conditions and the above General Terms & Conditions for using Habib Bank AG Zurich Debit Cards. In case of inconsistency between these terms and conditions and this Terms of Use, the Terms of Use shall prevail.

2. General: The Cardholder is solely responsible for maintaining the physical security of the Device and the confidentiality of the Device lock, PIN, Passcode and other means to access the Wallet, Card credentials or any other personal and payment information on or for the Device. On sharing the Device and/or means of access to the Device with any person, that person may be able to use the Card and access the personal and payment information available in the Wallet. The Cardholder is required to keep the Device and the credentials secure in the same manner as cash, cheques, debit or credit cards and other personal identification numbers and passwords.

The terms and account agreement that govern the Cardholder's Card do not change when the Cardholder adds the Card to the Wallet. The Wallet simply provides another way for the Cardholder to make purchases with the Card. Any applicable interest, fees and charges that apply to the Card will also apply when the Wallet is used to access the Card. The Wallet provider and other third parties such as wireless companies or data service providers may levy charges as specified by them.

3. Adding and Removing the Card: The Cardholder can add the Card to the Wallet by following the instructions of the Wallet provider. Only a Card that the Bank indicates is eligible can be added to the Wallet. If the Card or underlying account is not in good standing, that Card will not be eligible to enrol in the Wallet. When a Card is added to the Wallet, the Wallet allows the Cardholder to use the Card to make transactions where the Wallet is accepted. The Wallet may not be accepted at all places where the Card is accepted. The Wallet provider shall be contacted in case the Card shall be removed from the Wallet. The Bank can block the Card in the Wallet at any time.

4. Privacy, Security & Liability: The Bank shall not be liable for any loss due to a use of the Wallet. In case of breach of confidentiality of the Device or Passcode, the Cardholder shall be fully responsible for and bear all charges, costs, losses and damages whatsoever and howsoever arising from such breach and shall indemnify the Bank against any unauthorised payment, charges, costs or losses and any transaction effected due to such breach. The Cardholder shall immediately notify the Bank in case of a breach or if the security credentials are disclosed to another person or entity. The Cardholder shall request the Bank to block the Card due to such disclosure or breach.

In the event of fraud, loss or theft of the Device, the Cardholder is obliged to immediately report such loss to the Bank, in addition to other parties such as the telecom provider, Wallet provider etc. Based on such reporting, the Bank will arrange to block all Wallet transactions for the Card. The Cardholder can continue to use the physical Card. The Cardholder hereby indemnifies the Bank against any claims, costs, charges or losses made in respect of any transactions effected using the Device prior to the Customer notifying the Bank of the fraud, loss or theft or requesting the Bank to block the card.

The Bank reserves the right to refuse to permit any transaction that constitutes a breach of this Terms of Use, or if it is suspected that a fraudulent or illegal activity is taking place.

When adding a Card to the Wallet, the Bank collects certain information from the Cardholder to verify the identity, in order to enable to use the Card and facilitate participation with the Wallet. The Bank shall also request certain account information relating to a Card used with the Wallet, including the most recent transaction data. The Cardholder agrees that the Bank may also periodically collect and use technical data and related information, including, but not limited to, technical information about the Device to facilitate updates our services. The Bank may use this information to improve its products or to provide services or technologies to the Cardholder as long as it is in a form that does not

use this information to improve its products or to provide services or technologies to the Cardholder as long as it is in a form that does not personally identify you.

The Cardholder may receive push notifications from the Wallet reflecting the account activity. If the Cardholder does not wish to receive push notifications, they may be turned off within the Device notifications or the Wallet app settings.

If the Cardholder has questions, disputes or complaints in connection with the Wallet, the Wallet provider shall be contacted.

The Cardholder is fully responsible for protecting the Cards, Wallet and wallet transactions and any other information on the Device in case of lost or sell of the Device to any other person.

5. Suspension, Changes, Termination: The Bank reserves the right to amend this Terms of Use at all times. Amendments may also be made by publication on the Bank's website on the internet. The Cardholder may be advised of these amendments in writing or in some other suitable manner and shall be deemed approved by the Cardholder once the Wallet is used after the amendments have been communicated.

The Cardholder can terminate this Terms of Use at any time by removing the Card from the Wallet.

6. Role of the Bank: The Bank is not the provider of the Wallet and is not responsible for providing the Wallet service to the Cardholder. The Bank is supplying information securely to the Wallet provider to allow usage of the Card in the Wallet. The Bank is not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. The Bank is not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement the Cardholder enters into with the Wallet provider or associated third party relationships that may impact the use of the Wallet.

7. Communication: The Cardholder consents to receive electronic communications and disclosures from the Bank in connection with the Card and the Wallet. The Cardholder agrees that the Bank can communicate by email or SMS at any email address or mobile number the Cardholder provides to the Bank in connection with any account. It may include contact from companies working on behalf of the Bank to service the accounts of the Customer. The Cardholder agrees to update the contact information with the Bank in case of changes.

8. Third Party Agreements and Support: This Terms of Use are solely between the Bank and the Cardholder. Third party services including the wireless carrier and other, applications or websites incorporated in the Wallet may have their own third-party agreements. The Cardholder may become subject to these third-party agreements when the Cardholder provides such third parties with personal information in order to use their services, visit their applications or websites, or as otherwise governed by the applicable circumstances. The Bank is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of products or services from any third party.

It is the Cardholder's responsibility to read and understand any third-party agreements before adding or using the Card through the Wallet.

The Bank is not responsible for and does not provide, any support or assistance for any third-party hardware, software or other products or services if there are any issues or questions with a third-party product or service, including issues pertaining to the operation of the Device.

9. Right to Use the Wallet: The Cardholder is granted a non-exclusive, non-sub licensable, non-transferable, personal, limited right to install and use tokens and other credentials associated with the Card to make payments with the Device solely in accordance with this Terms of Use. The right is limited to use on any Device that you own or control and as permitted by any applicable third-party agreements.

The Cardholder shall not rent, lease, lend, sell, redistribute or sublicense any right to use any Card credentials in the Wallet.

The Cardholder hereby agrees that the virtual representation of the Card in the Wallet or its credentials may be automatically updated or upgraded without notice. The Bank may at any time, at its sole discretion and without prior notice, reduce or suspend the use of the Card and/or the Wallet.

Habib Bank AG Zurich is licensed and regulated by FINMA Switzerland