



(Incorporated in Switzerland 1967)

TERMS AND CONDITIONS

for using Habib Bank AG Zurich Cards

I - DEFINITIONS

"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 accepts the Card.

"Bank" means any bank branch of Habib Bank AG Zurich.

"Card" means a Habib Bank AG Zurich credit, debit or prepaid 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.

"Card Transaction" means the amount of any purchase of any goods and/or services obtained by use of any Card or cash advance.

"Cardholder" means the Principal Card holder or a Supplementary Card holder who has been issued with a Card.

"Cash Advance" means any cash advance obtained by use of the Card, the Card number or in any manner authorized by the Cardholder for debit to the Card Account.

"Charges" means any charges payable by a "Cardholder" to "The Bank" in respect of a Card as notified by "The Bank" from time to time including without limitation, handling charges, interest, late fees, subscriptions, renewal fees, replacement fees, damages, legal costs and disbursements.

"Credit Limit" means the maximum drawing permitted on the Card Account as determined by "The Bank" from time to time.

"Customer" to you means the Bank account holder of the account related to the Habib Bank AG Zurich Card or the Card Account holder of the Card issued by Habib Bank AG Zurich

"Debit Balance" means the total of all Card Transactions and charges debited by "The Bank" to the Card Account as reduced by any payments credited to the Card Account.

"Deposit" means the cash deposit (if any) placed with "The Bank" as security for the performance of a Cardholders obligation.

"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.

"Guarantee" means a guarantee (if any) from a Bank acceptable by "The Bank" for a specified amount, as security for the performance of a Card holders obligations hereunder.

"Merchant" means any corporate entity, person or other establishment willing to honor a Card.

"Minimum Payment" means 10% of the outstanding debit balance mentioned in the Card Account or DHS 100/- whichever is greater to be made by the Cardholder.

"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.

"Principal Cardholder" means the Cardholder in whose name the Card Account is maintained.

"Security" means either the deposit or the guarantee.

"Statement of Account" means a statement of account sent by The Bank to the Principal Cardholder and / The Supplementary Cardholder.

"Supplementary Cardholder" means a Cardholder nominated under clause 3.

"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 HBZ ATM/DEBIT & CREDIT CARDS

- 1 The Customer may collect the HBZ ATM/Debit or Credit Card from the Bank or at the risk of the Customer the ATM/Debit or Credit card may be sent by post to the address notified by the Customer to the Bank. The Bank may at its discretion require that the Customer complete mandatory procedures in order to activate the ATM/Debit or Credit card. Until such procedures (if any) have been completed, no transactions may be undertaken with the ATM/Debit or Credit Card. Upon receipt of an ATM/Debit or Credit card, the Customer or authorized user shall sign the ATM/Debit Card. In the event the Customer doesn't wish to have an ATM/Debit or Credit card, he shall promptly inform the Bank through Phone Banking and cease use of the ATM/Debit or Credit card, cut the ATM/Debit or Credit card in half and return both halves to the Bank.
- 2 The Customer will be responsible for all transactions processed by use of an ATM/Debit or Credit card regardless of whether (1) the transactions are processed with the Customer's knowledge or express or implied authority or (2) the transactions may be the result of a fraudulent act. The Customer hereby authorizes the Bank to debit the Customer's account/s with the amount of any withdrawal, transfer or transaction in accordance with the Bank's record of transactions.
- 3 Before using or attempting to use an ATM/Debit or Credit card, the Customer will always ensure that sufficient funds are available in the Customer's Account(s) or that a prior arrangement with the Bank has been made.
- 4 If the Customer undertakes any transaction that exceeds the available balance(s) of the account(s) or facility(ies) tied to any ATM/Debit or Credit card, the Bank may refuse at its discretion to permit such transaction. If, however, for whatever reason, the Customer 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.
- 5 The Customer authorizes the Bank to debit any of the Customer's accounts with the amount of any withdrawal or other transaction affected by use of an ATM/Debit or Credit card.
- 6 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 an ATM/Debit or Credit card after such cut off time shall be treated as a next working day value transaction.
- 7 Cash, cheques or instruments deposited at any terminal by use of an ATM/Debit or Credit card will be credited to the Customer's 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 cleared in accordance with the terms hereunder and the Bank's other policies and procedures.
- 8 All transactions and obligations arising from the use of an ATM/Debit or Credit 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 discretion make available more than one ATM/Debit or Credit card to the Customer according to such further terms and conditions as the Bank may require. Additional ATM/Debit or Credit cards may be made available to additional authorized users for the account or for supplementary ATM/Debit or Credit cardholders (who, for purposes of the ATM/Debit or Credit card, shall also be considered authorized users for the account). For the avoidance of doubt, these Terms and Conditions and all transactions thereunder will be binding on all account holders and authorized users (including any supplementary ATM/Debit or Credit cardholders). In addition to the aforesaid, and as a separate undertaking, the account holders shall be fully liable (on a joint and several basis) to the Bank for all transactions

and obligations arising from the use of an ATM/Debit or Credit card by all authorized users (including any supplementary ATM/Debit or Credit cardholders) notwithstanding any legal disability or incapacity of the authorized user, and the account holder shall indemnify the Bank (on a joint and several basis) against any loss, damage, liability, costs and expenses, incurred or suffered by the Bank by reason of any breach of these terms and conditions by any authorized user (including any supplementary ATM/Debit or Credit cardholders). A supplementary ATM/Debit or Credit cardholder may be assigned a specific limit that shall constitute the maximum transaction limit for such card. Notwithstanding this fact, if a supplementary ATM/Debit or Credit cardholder nevertheless completes a transaction that exceeds the limit, the transaction will be binding on the account holders. Other than the authorized users (including any supplementary ATM/Debit or Credit cardholders) for the relevant account(s), the Customer will not allow any other person to use an ATM/Debit or Credit card.

- 9 To enable use of an ATM/Debit or Credit Card at any terminal or electronic network in or outside the U.A.E., the Customer consents to (1) the Bank's participation from time to time in any network permitting such use, (2) the release and transmission of data and information with respect to any of the Customer's accounts to any participants in such network and (3) the storage and processing by any means of the such data and information by any participants in such network. The Customer further consents to the compliance by the Bank and the said participants in such network with the laws and regulations of their respective jurisdictions governing disclosure of account information to which the Bank and the said participants may be respectively subject.
- 10 With respect to goods or service acquired with an ATM/Debit or Credit card, the Bank shall not be responsible or in any way liable to the Customer or any third party (1) for any defect or deficiency in such goods or services (2) for any breach or non-performance by a third party or (3) for any loss or injury including by reason of any mechanical or other malfunction of any such goods.
- 11 The Bank shall not be liable to the Customer or to a third party if the ATM/Debit or Credit card is not honored or accepted, nor if the Customer or any third party incurs any loss or injury including by reason of any mechanical or other malfunction.
- 12 The Bank shall be entitled to treat the following as evidence of a transaction properly concluded by the Customer through the use of an ATM/Debit or Credit 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 an ATM/Debit or Credit card and duly completed, or
 - » The Bank's record of any transactions effected by the use of any ATM/Debit or Credit card including but not limited to any record in any medium related to transactions effected via mail order, telephone or the internet.
- 13 If a transaction disputed by the Customer is subsequently proven to have been originated by him, 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.
- 14 The Bank will credit the Customer's account with the amount of any refund only upon receipt of a properly issued credit voucher from the third party merchant or other establishment.
- 15 In the event of any dispute between the Customer and any merchant or third party bank or financial institution or any other person, the Customer'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 Customer may have against such merchant, bank or financial institution or person.

- 16 The Customer acknowledges that electronic funds lodgments cannot be made to the Customer's account by means of electronic debit card transfer.

III – HBZ ATM AND DEBIT CARD AGREEMENT, TERMS & CONDITIONS

In addition to the terms and conditions, if any, set forth in the completed application form and/or approval letter, the following terms and condition are applicable to ATM Cards and Debit Cards (each as hereinafter defined) and related transactions with the Bank.

In consideration of the Bank making available the ATM Cards and Debit Cards, the Customer hereby acknowledges, accepts and understands the following:

A) General

A Bank's automated teller machine card (an ATM Card) or a debit card (a Debit Card) may at the Customer's request be issued by the Bank for the Customer's current or savings account or for any of the Customer's accounts or for any banking facilities from time to time opened and maintained with or made available by the Bank at the Bank's discretion to enable the Customer to have direct access to any of the accounts or to effect banking transactions through the Bank's Bank Online Services or by electronic means at ATM, customer activated terminal, easy pay terminal or other terminal approved by the Bank located within or outside the U.A.E. A Debit Card will further enable the Customer to pay for purchases or make reservations of goods or services at merchant outlets worldwide.

- 1 References in this section B to ATM/Debit Cards are references to either an ATM Card and/or a Debit Card.
- 2 The Customer's use of any ATM/Debit Card shall constitute the Customer's acceptance of these Terms and Conditions.
- 3 ATM/Debit Cards shall remain the Bank's property and will be surrendered to the Bank immediately upon the request of the Bank.
- 4 The Bank may change from time to time at its discretion and without prior notice the available benefits and the scope of the services provided by the Bank in relation to the ATM/Debit Card.
- 5 The Customer accepts the Bank's record of all ATM/Debit Cards transactions as conclusive and binding for all purposes.
- 6 No ATM/Debit Card is transferable, and the Customer may not pledge an ATM/Debit Card as security for any purpose whatsoever.
- 7 The Bank shall not be liable to the Customer for any failure in performing the Bank's obligations or providing any service in connection with any computer, telecommunications or other technical failure.
- 8 The Customer understands that all withdrawals (whether in CHF or a foreign currency) will be subject to limits determined from time to time by the Bank.
- 9 Use of an ATM/Debit Card doesn't change the terms and conditions of any other agreement between the Bank and the Customer.
- 10 The Bank shall not be responsible for or be in any way liable for any loss or damage howsoever incurred or suffered by the Customer by reason of the Bank, any member institution, any other bank or financial institution, any ATM or terminal or any other party refusing to allow a transactions or accept or to honor the ATM//Debit Card or the ATM/Debit Card numbers or the PIN.

B) Use of the card

- 1 The Customer may collect the ATM/Debit Card from the Bank or at the risk of the Customer the ATM/Debit Card may be sent by post to the address notified by the Customer to the Bank. The Bank may at its discretion require that the Customer complete mandatory procedures in order to activate the ATM/Debit Card. Until such procedures (if any) have been completed, no transactions may be undertaken with the ATM/Debit Card. Upon receipt of an ATM/Debit Card, the Customer or authorized user shall sign the ATM/Debit Card. In the event the Customer doesn't wish to have an ATM/Debit Card, he shall promptly inform the Bank through Phone Banking and cease use of the ATM/Debit

Card, cut the ATM/Debit Card in half and return both halves to the Bank.

- 2 The Customer will be responsible for all transactions processed by use of an ATM/Debit Card regardless of whether (1) the transactions are processed with the Customer's knowledge or express or implied authority or (2) the transactions may be the result of a fraudulent act. The Customer hereby authorizes the Bank to debit the Customer's account/s with the amount of any withdrawal, transfer or transaction in accordance with the Bank's record of transactions.
- 3 Before using or attempting to use an ATM/Debit Card, the Customer will always ensure that sufficient funds are available in the Customer's Account(s) or that a prior arrangement with the Bank has been made.
- 4 If the Customer undertakes any transaction that exceeds the available balance(s) of the account(s) or facility(ies) tied to any ATM/Debit Card, the Bank may refuse at its discretion to permit such transaction. If however, for whatever reason, the Customer 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.
- 5 The Customer authorizes the Bank to debit any of the Customer's accounts with the amount of any withdrawal or other transaction affected by use of an ATM/Debit Card.
- 6 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 an ATM/Debit Card after such cut off time shall be treated as a next working day value transaction.
- 7 Cash, cheques or instruments deposited at any terminal by use of an ATM/Debit Card will be credited to the Customer's 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 cleared in accordance with the terms hereunder and the Bank's other policies and procedures.
- 8 All transactions and obligations arising from the use of an ATM/Debit 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 discretion make available more than one ATM/Debit Card to the Customer according to such further terms and conditions as the Bank may require. Additional ATM/Debit Cards may be made available to additional authorized users for the account or for supplementary ATM/DEBIT cardholders (who, for purposes of the ATM/Debit Card, shall also be considered authorized users for the account). For the avoidance of doubt, these Terms and Conditions and all transactions thereunder will be binding on all account holders and authorized users (including any supplementary ATM/Debit cardholders). In addition to the aforesaid, and as a separate undertaking, the account holders shall be fully liable (on a joint and several basis) to the Bank for all transactions and obligations arising from the use of an ATM/Debit Card by all authorized users (including any supplementary ATM/Debit cardholders) notwithstanding any legal disability or incapacity of the authorized user, and the account holder shall indemnify the Bank (on a joint and several basis) against any loss, damage, liability, costs and expenses, incurred or suffered by the Bank by reason of any breach of these terms and conditions by any authorized user (including any supplementary ATM/Debit cardholders). A supplementary ATM/Debit cardholder may be assigned a specific limit that shall constitute the maximum transaction limit for such card. Notwithstanding this fact, if a supplementary ATM/Debit cardholder nevertheless completes a transaction that exceeds the limit, the transaction will be binding on

the account holders. Other than the authorized users (including any supplementary ATM/Debit card holders) for the relevant account(s), the Customer will not allow any other person to use an ATM/Debit Card.

- 9 To enable use of an ATM/Debit Card at any terminal or electronic network in or outside the U.A.E, the Customer consents to (1) the Bank's participation from time to time in any network permitting such use, (2) the release and transmission of data and information with respect to any of the Customer's accounts to any participants in such network and (3) the storage and processing by any means of the such data and information by any participants in such network. The Customer further consents to the compliance by the Bank and the said participants in such network with the laws and regulations of their respective jurisdictions governing disclosure of account information to which the Bank and the said participants may be respectively subject.
- 10 With respect to goods or service acquired with an ATM/Debit Card, the Bank shall not be responsible or in any way liable to the Customer or any third party (1) for any defect or deficiency in such goods or services (2) for any breach or non-performance by a third party or (3) for any loss or injury including by reason of any mechanical or other malfunction of any such goods.
- 11 The Bank shall not be liable to the Customer or to a third party if the ATM/Debit Card is not honored or accepted, nor if the Customer or any third party incurs any loss or injury including by reason of any mechanical or other malfunction.
- 12 The Bank shall be entitled to treat the following as evidence of a transaction properly concluded by the Customer through the use of an ATM/Debit 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 an ATM/Debit Card and duly completed, or
 - » The Bank's record of any transactions effected by the use of any ATM/Debit Card including but not limited to any record in any medium related to transactions effected via mail order, telephone or the internet.
- 13 If a transaction disputed by the Customer is subsequently proven to have been originated by him, 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.
- 14 The Bank will credit the Customer's account with the amount of any refund only upon receipt of a properly issued credit voucher from the third party merchant or other establishment.
- 15 In the event of any dispute between the Customer and any merchant or third party bank or financial institution or any other person, the Customer'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 Customer may have against such merchant, bank or financial institution or person.
- 16 The Customer acknowledges that electronic funds lodgments cannot be made to the Customer's account by means of electronic debit card transfer.

C) Fees & charges

- 1 The Customer shall pay to the Bank the fees and charges listed in the schedule of fees and charges for the ATM/Debit Card, and the Customer hereby authorizes 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 hereunder. A handling charge, listed in the schedule of fees and charges, is payable by the Customer to the Bank immediately upon the request of the Bank for the issue of a replacement ATM/Debit Card.

Additional charges, as listed in the schedule of fees and 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.

- 2 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.

D) Use of the HBZ Card outside the Switzerland

- 1 All withdrawals and other transactions made with an ATM/Debit Card outside the Switzerland or otherwise in a foreign currency constitute a payment at the Bank's branches in the Switzerland and a remittance to the country where the withdrawal or transaction is affected (at the Bank's prevailing rates of exchange). 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.
- 2 The number, amount and currency or withdrawals shall be limited and subject to any restrictions of the terminal or outlet required under applicable laws and regulations or by these Terms and Conditions.
- 3 Use of an ATM/Debit Card outside the Switzerland shall not in any way (i) cause an account domiciled in the U.A.E. to be treated as or deemed to be an account domiciled in any other country in which the Bank is located or (ii) cause or give rise to any liability to any other branch, subsidiary, parent or affiliate of the Bank.
- 4 The Customer agrees that the Customer's right to make a withdrawal and the number of amount of withdrawals are subject to the laws, rules and regulations (including without limitation, any exchange controls, regulations or limitations) of the Switzerland, the country in which such withdrawal is requested and the institution that owns the terminal.

E) Personal Identification Number (PIN)

- 1 The Bank will issue a PIN to the Customer to use at ATMs and terminals that will accept the ATM/Debit Card. The Customer agrees that:
 - » The PIN may be sent by post to the Customer at his risk;
 - » The Customer shall not disclose the PIN to any persons and shall take all possible care to prevent discovery of the PIN by any person and;
 - » The Customer shall be fully liable to the Bank for all transactions made with the PIN whether with or without the knowledge or authorization of the Customer
- 2 The Customer shall take all the reasonable precautions to prevent the loss or theft of an ATM/Debit Card and shall not disclose the PIN to any party.

F) Lost or stolen HBZ Card or PIN

- 1 In the event that an ATM/Debit Card is lost or stolen or the PIN is disclosed to any other party, the Customer shall immediately, thereafter, report the said loss, theft or disclosure, together with the particulars of the ATM/Debit Card, to the Bank by telephone or in person and to the Police of the county where such loss or theft or disclosure occurred. Until the loss, theft or disclosure (as the case may be) is reported to the Bank, the Customer will be responsible for all transactions processed by use of the ATM/Debit Card.
- 2 The Bank may at its discretion issue a replacement ATM/Debit Card for any lost or stolen ATM/Debit Card or new PIN subject to these Terms and Conditions or such other terms and conditions as the Bank may require (at its discretion).
- 3 In the event that the lost or stolen card is recovered by the Customer, he shall immediately return the same cut in half to the Bank without using it. The Customer shall not use the PIN after reporting the disclosure thereof to the Bank.

G) Termination / Withdrawal Of The ATM/Debit Card & Related Service

- 1 The Bank may terminate this service (at its discretion) by giving the Customer seven (7) days prior written notice. Upon such termination the Customer must immediately cease all use of the relevant ATM/Debit Card(s) and return the ATM/Debit Card(s) to the Bank, and all applicable fees and charges shall be immediately due and payable to the Bank. All covenants, duties and obligations of the Customer contained herein shall continue in full force and effect notwithstanding the termination of an ATM/Debit Card.
- 2 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 authorize any ATM/Debit Card transaction, or withdraw, restrict or suspend the Customer's right to use the ATM/Debit Card or impose limits on certain categories of transactions carried out with an ATM/Debit Card notwithstanding, inter alia, that the Customer has an adequate credit balance in relation to the account(s) or facility(ies) of the Customer tied to the ATM/Debit Card.
- 3 The use of an ATM/Debit Card shall be suspended or terminated immediately upon the suspension or termination (as the case may be) of the account(s) or facility(ies) of the Customer tied to the ATM/Debit card.

IV – HBZ CREDIT CARD AGREEMENT, TERMS & CONDITIONS

In consideration of Habib Bank AG Zurich (hereinafter called "The Bank") agreeing to make available the Card to the individual named (hereinafter called the "Cardholder") on the Card at the Cardholders request, the Cardholder hereby agrees to the following terms and conditions:

A) Use Of The Card

- 1 The card must be signed by the Cardholder immediately on receipt and shall only be used by the Cardholder within the credit limit and during the validity period. In case the Cardholder exceeds the credit limit, a service fees as per the schedule of charges will be debited to the Card Account.
- 2 All Cards remain the property of "The Bank" and must be surrendered to "The Bank" upon demand/termination of the agreement.
- 3 Where an ATM facility has been incorporated in the Card, the use of such facility will be governed by the terms and conditions relating to the Banks ATM Card in addition to these terms and conditions.
- 4 Subject to the provisions hereof, if the previous minimum payment due specified in the previous statement is not paid in full, the Bank may in its absolute discretion and without prejudice to any of its rights hereunder allow the Card holder to pay the current minimum payment due and previously unpaid minimum payment due.
- 5 All payments received by "The Bank" from the Cardholder in relation to the Card Account may be applied in payment of amounts due from the Cardholder to "the Bank" in the following order, or in such other order of priority, as "the Bank" may think fit:
 - » Interest charged on Cash Advances, which have been billed.
 - » Cash Advance Fees, which have not been billed.
 - » Interest charged on purchases, which have been billed.
 - » Charges, which have been billed.
 - » Late Payment Fees and Over Limit Fees.
 - » Card Insurance charges and fees (if any).
 - » Card membership fees.
 - » Cash Advances, which have been drawn and billed.
 - » Purchases, which have been made and billed.
 - » Cash Advances, which have been drawn and not yet billed.
 - » Purchases, which have been made and not yet billed.

- 6 "The Bank's" acceptance of late payments or partial payments or cheques or money orders marked as constituting payment in full or otherwise of the Card Account or any indulgence granted by "The Bank" in the failure to collect amounts due from the Cardholder as and when they are so entitled under these Terms and Conditions, shall not operate as a waiver by "The Bank", nor modify these Terms and Conditions in any respect nor prevent "The Bank" from later enforcing any of its rights under these Terms and Conditions to collect the amounts due hereunder.

B) Supplementary Cards

"The Bank" may issue a Supplementary Card for use by any person(s) (over 18 years of age) nominated by the Principal Cardholder as an authorized user on the Card Account. The Principal Cardholder shall be liable for all Card transactions of a Supplementary cardholder and for any losses incurred by "The Bank" in connection with the use of the Card by the Supplementary Cardholder (including losses as a result of a breach of these conditions).

C) The Card Account

- 1 "The Bank's" shall debit the Card Account with the amounts of all Card transactions, charges in respect of a Cardholder, any other liabilities of a Cardholder and any loss incurred by "The Bank" arising from the use and/or misuse of a Card. The Principal Card holder will be liable to pay "The Bank" all amounts so debited whether or not a Card Transaction voucher is signed by a Cardholder.
- 2 The Bank shall send by ordinary mail to the Principal Card holder monthly statement of account.
- 3 The Card holder will enjoy interest free credit if the entire amount is cleared and credited to the Card Account by 'The Bank' on or before the payment due date as noted in the monthly credit card statement. If 'The Bank' does not receive in cleared funds the whole of the amount outstanding by the payment due date, the outstanding balance will attract a finance charge. Interest charges will be billed to the card account if the total amount Due is not paid by the Payment Due Date, even if the minimum amount due has been paid by the Payment due date. Interest is calculated at transaction level at a rate to be determined by 'The Bank' tariffs.
- 4 If the Cardholder fails to pay the minimum payment amount on or before the date specified in the statement of account, late payment fees shall be debited to the Card Account as per the schedule of charges.
- 5 In case the Card holder chooses direct debit settlement, a facility currently available only to customers of Habib Bank AG Zurich, the specified percentage of total amount due will be debited on or immediately after the payment due date. Where a sufficient credit balance is not maintained "The Bank" may cancel the card. The amount of any excess over the Credit Limit, any arrears and any transaction made in breach of this agreement will become immediately payable by the Card holder.
- 6 Notwithstanding anything to the contrary, "The Bank" may at its sole discretion demand full payment of any debit balance plus costs and charges or at any time without notice to the Cardholder, apply security (if any) held by "The Bank", set-off, transfer, or apply any monies standing to the credit of any accounts maintained by the Cardholder with "The Bank", any of its branches or subsidiaries in whatever currency towards the discharge of the liabilities of the Card holder under this agreement.
- 7 The statement of account shall, in the absence of manifest error, be conclusive evidence against a Cardholder of the indebtedness of the Cardholder to "The Bank".
- 8 The Cardholder agrees that Card Transaction vouchers will not be provided along with the statement of account. Request for a photocopy or microfiche copy will be provided at the sole discretion of "The Bank" if requested within 21 days of the date of the statement

of account and will be provided as documentary proof for a charge as per the schedule of charges. Provision of sales slip copies may take a minimum of 45 days subsequent to the Cardholder's written request to "the Bank". Copies of Sales Vouchers will not be provided at all for any purpose if the transaction date is over 90 days.

- 9 The amount of any Card Transaction in a currency other than the currency of the Card will be converted in to the currency of the Card at a rate of exchange determined by "The Bank" for the date when the relevant Card transaction is debited to the Card Account.
- 10 A handling charge as per the schedule of charges will be levied on all cash advances.
- 11 Payments to "The Bank" shall be deemed not to have been made until such times as the required funds have been received for value in its books by "The Bank" and credited to the Card Account.
- 12 The Cardholder hereby expressly agrees that if any sums shall be due from the Card holder to the Bank at any time under the Card Account, of if the Card holder shall be liable to "The Bank" in any banking account or another account, current or otherwise, in any manner whatsoever, or if default is made by the Card holder in relation to such accounts or in any other banking facilities or loans granted by "The Bank" to the Card holder, then and in such event the whole outstanding balance of the Cardholder's account shall become immediately due and payable.
- 13 The Customer may be affected by changes in currency exchange rates. Fluctuations in exchange rates may adversely impact when converting currencies and when making payments in different currencies.
- 14 The interest charged on the credit card is in accordance with Article (121), Clause 3 of the Decretal Federal Law of Switzerland, Regarding the Central Bank & Organization of Financial Institutions and Activities.

D) Issue, Renewal And Re-issuance Of Cards

- 1 "The Bank" may subject to satisfactory maintenance of the Card Account, renew and replace any card which has expired or which has been lost. Renewal fee of an amount not less than the subscription fee will be charged.
- 2 Fees and any other Bank charges charged to the Card Account are nonrefundable.

E) Amendments

- 1 The Terms and Conditions may be amended at any time by notice from "The Bank" to the Principal Card holder and any amendment so notified shall be binding on the Cardholder.
- 2 "The Bank" may from time to time by giving prior written notice to the Card holder change the terms and conditions of this agreement including but not limited to the terms of the payment of the Card holder's annual fees, handling charges, additional charges, finance charges, the specified minimum payment amount and late payment charges. Such charges shall apply on the effective date specified by "The Bank" and shall apply to all unpaid interest, fees cash advances, charges, cost and card transactions.
- 3 Retention or use of the Card after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate the use of the Card by giving prior written notice to "The Bank" and return the Card cut in half to "The Bank" prior to the effective date.

F) Indemnity

- 1 The Cardholder undertakes and agrees to indemnify "The Bank" and hold it harmless against any loss, damage, liability, cost and expense, whether legal or otherwise, which "The Bank" may incur by reasons of these terms and conditions or any breach thereof or the enforcement of

"The Bank" rights as herein provided. All costs and expenses, including legal costs and attorneys fees incurred by "The Bank" in enforcing and seeking to enforce these Terms and Conditions or otherwise, may be debited to the Card Account and shall be paid by the Cardholder.

- 2 The Cardholder agrees that the PIN may be sent by post to him at his own risk.
- 3 The Cardholder may at any time notify the Bank in writing of his intention to convert his Card from its existing type to another available type, and such a request shall be subject to approval by "The Bank", payment of a conversion fee and to such other Terms and Conditions as "The Bank" may require. If "The Bank" approves the request of the Cardholder to convert his Card, all charges and other liabilities under the Card Account shall be transferred to the new Card Account. It is also understood that, if "The Bank" approves the conversion, the fate of any benefits earned on the Card by virtue of any applicable Customer loyalty or similar plan or benefit shall be subject to "The Banks" sole discretion.

G) Card Loss And Liability

- 1 The Cardholder undertakes to provide "The Bank" with all information as to the circumstances of loss or misuse and take all necessary steps to assist "The Bank" to recover the missing Card.
- 2 A lost or stolen Card can be replaced at a fee as per the schedule of charges.
- 3 If any lost, stolen or misused Card is found, it should immediately be cut in half and returned to "The Bank".

H) Refund

- 1 The Card Account will only be credited with a refund in respect of any Card Transaction if "The Bank" receives refund verification acceptable to it. No claim by a Card holder against a third party may be the subject of a claim, defense or counter claim against "The Bank".
- 2 "The Bank" shall not be liable to a Cardholder for any act or default of a Merchant for "The Banks" refusal of any authorization request or for the Cardholders inability to use the Card due to any telecommunication shortcomings.
- 3 "The Bank" shall not be liable for any loss or delay caused by the use of ATM or other machines used for depositing cash or cheques. Cash deposited at an ATM or other machine shall only be credited to the Card Account after verification by "The Bank" which shall be conclusive and binding on the Cardholder, and any statement issued on making a deposit shall only represent what the Card holder purpose to have deposited and shall in no way bind "The Bank".
- 4 If the Cardholder holds other cards issued by "The Bank", and any of these cards is canceled for any reason whatsoever, then "The Bank" may in its absolute discretion without notice, combine or consolidate the account of the canceled card, whether in CHF or in any other currency, with the Card Account, and may do so notwithstanding that the balances on such accounts may not be expressed in the same currency, and the Card holder hereby authorizes the Bank to offset the combination or consolidation with the necessary conversions at "The Banks" prevailing exchange rates which shall be determined by "The Bank" at its sole discretion.

I) Termination Of The Agreement / Withdrawal Of The Use Of The Card

- 1 "The Bank" may at any time and without notice and without assigning any reason, cancel or suspend the right to use a Card without in any way affecting the Cardholders obligations towards "The Bank".
- 2 Immediately upon termination of this Agreement for any reason whatsoever, all Cards shall be canceled and the Cards shall be surrendered to "The Bank" and all amounts due to the Card Account shall become immediately payable.
- 3 Upon cancellation of the use of the Card, security (if any) held by "The Bank" will be released only once "The Bank" is satisfied that all Card

transaction and charges have been settled in full.

- 4 The Card holder may at any time notify "The Bank" of his intention to close the Card Account and terminate the use of all cards by giving notice in writing and returning all Cards cut into half to "The Bank". The Card Account shall be closed only after the receipt by "The Bank" of all cards cut in half and full payment of all charges and liabilities under the Card Account.
- 5 The use of the Card shall be terminated by "The Bank" without notice upon the death, bankruptcy, incapacity or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to "The Bank" due to any cause not attributable to "The Bank".
- 6 In the event of Cardholders bankruptcy, death, incapacity or insolvency, the holder(s) of Supplementary Card(s) will immediately cease the use of Card(s) and return them to "The Bank".
- 7 The whole of the amount outstanding on the cardholders Card Account together with any amount incurred by the use of the Card but not charged to the Cardholders Card Account shall become due and payable in full to "The Bank" on termination of this Agreement by either "The Bank" or the Card holder or on the death, bankruptcy insolvency or incapacity of the Card holder or (at "The Banks discretion) if the Card holder is in breach of these conditions. The Cardholder and his/ or his estate will be responsible for settling of outstanding balances on the Card Account and shall keep "The Bank" indemnified of all costs (including legal fees and charges) and expenses incurred in recovering such outstanding balances.
- 8 "The Bank" shall not be liable to refund the annual membership fee or any part thereof in the event of the termination of the Card Account or the use of any or all Card(s). Notwithstanding the due dates specified in the Cardholders Statement Account the whole of the outstanding balance of the Cardholder's Account shall become due and payable in full upon the termination of the Agreement or withdrawal of the use of the Card.
- 9 Upon the termination of the use of the Card aforesaid all finance charges and all late payments charges shall be immediately payable to "The Bank" in full. It is hereby expressly agreed by the Cardholder and "The Bank" that all the provisions contained herein shall continue in full force and effect notwithstanding the termination of the use of the Card in accordance with the terms of this Agreement.
- 10 All further monies debited to the Cardholders Account after termination of the use of the Card aforesaid shall become immediately due and payable upon its entry into the Cardholders Account and all finance charges and all late payments charges shall hence be immediately payable.
- 11 In the event that any security is held by "The Bank" as collateral for the issuance of the Card, "The Bank" reserves the right to retain such security for a period of at least ninety days following the Card being canceled and returned to "The Bank" whether cancelled by the Cardholder or "The Bank", or following the Agreement being terminated.
- 12 Notwithstanding the exercise by "The Bank" of any of its rights hereunder or the termination of the Card Account hereunder, all charges shall continue to be chargeable on any of the sums of money which remain due and unpaid after the exercise of any of "The Banks" rights, the commencement of judicial proceedings and in the event a judgment is obtained in relation to any sum wherein it is adjudged that any sum of money be paid to "The Bank". Charges shall also be payable on such sum of money so adjudged to be payable to "The Bank" from the date of such judgment until the date of full payment thereof.
- 13 "The Bank" may in its absolute discretion demand as a condition for the approval of any application to obtain a Card that the applicant deposits undated cheque and/ or pledges cash collateral in favor of "The Bank" for any amount which "The Bank" may require. "The Bank" may also, at any time demand that the Cardholder deposit an undated cheque and/ or pledge cash in favor of "The Bank" in an amount which "The Bank" may require, even where such cheque and/ or pledge of

cash was not demanded when the Card was issued to the Card holder. The Cardholder hereby authorizes "The Bank" to insert the date of the said cheque and to present it for payment on or following the inserted date against any amount due to "The Bank".

J) Notice

- 1 Any notice to any Cardholder shall be by prepaid post to the last contact address of the Card holder known to "The Bank" and shall be deemed to have been received by the Card holder two days after the day of posting.
- 2 Card holders shall immediately notify "The Bank" as its address set out in the current statement of Account of any change in his name, address and identification of the employer.

K) General

- 1 The Cardholder declares that he is bound by all terms and conditions herein mentioned in case of card activation.
- 2 "The bank" shall not be under any liability to Cardholder in respect of any facilities or benefits made available to Cardholder, which do not form a part of these conditions. Such facilities or benefits may be withdrawn at any time without notice.
- 3 "The Bank" shall not be liable for the improper use of any Card including but not limited to unauthorized use during the course of obtaining any goods and services by telephone or mail order if a Cardholder is otherwise in breach of any of these conditions. Such facilities or benefits may be withdrawn at any time without notice.
- 4 The Card applicant declares that all information about him/ her given in the application are true and correct and that "The Bank" is authorized to verify the same from any source at its discretion.
- 5 The Card holder declares that he is bound by and agrees to comply with all "The Bank's" rules (as may be amended from time to time) regarding the use of Credit Card and Supplementary Cards.

L) Governing Law

These Terms and Conditions shall be governed by and constructed in accordance with the laws of the country of "The Bank" and the Card holder irrevocably submits to the non-exclusive jurisdiction of the court of the country of "The Bank" provided that such submission shall not prejudice "The Bank's" right to take proceeding in any other jurisdiction.

V – TERMS AND CONDITIONS FOR USING THIRD PARTY WALLET PAYMENTS

The following terms and conditions ("Terms of Use") govern the use of Cards issued by Habib Bank AG Zurich with the Digital Wallet (the "Wallet") enabled on compatible Devices of the Customer from time to time.

These Terms of Use form a binding legal agreement between the Customer and Habib Bank AG Zurich (the "Bank" or "We") and apply to the Customer and/ or anyone else the Customer authorizes to use the Cards with the Wallet. Customer is requested to review the Terms of Use carefully before adding or using any Card with the Wallet because, by doing so, the Customer agrees to be bound by the Terms of Use. The Terms of Use is to be read in conjunction with the Habib Bank AG Zurich Mobile Banking Terms and Conditions, Terms and Conditions for Habib Bank AG Zurich Banking and Account Services, Habib Bank AG Zurich Pay Terms and Conditions and Credit Card Terms & Conditions. In case of inconsistency between these terms and conditions and the Terms of Use, the Terms of Use shall prevail.

A) General

You are 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 Cards and access the personal and payment information available in the Wallet. You are required to keep the Device and the credentials secure in the same manner as he /she would keep secure cash, cheques, debit or

credit cards, and other personal identification numbers and passwords.

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

B) Adding & removing HBZ Card

You can add your Habib Bank AG Zurich Cards to the Wallet by following the instructions of the Wallet provider. Only Habib Bank AG Zurich Cards that we indicate are eligible can be added to the Wallet. If your Card or underlying account is not in good standing, that Card will not be eligible to enroll in the Wallet. When you add a Card to the Wallet, the Wallet allows you to use the Card to make transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Card is accepted.

You should contact the Wallet provider on how to remove your Card from the Wallet. We can also block your Card in the Wallet at any time.

C) Privacy, Security & your liability

- 1 We shall not be liable for any loss, which you suffer by using the Wallet unless it is directly caused by us gross negligence and/ or willful misconduct.
- 2 In case of breach of confidentiality of the Device or Passcode, you shall be fully and solely responsible for and bear all charges, costs, losses, and damages whatsoever and howsoever arising from such breach. In the event you disclose the Passcode intentionally or unintentionally, you shall indemnify us against any unauthorized payment, charges, costs or losses and any transaction effected due to such breach.
- 3 You shall immediately notify us if the Passcode is breached or is disclosed to another person or entity. You should request us to block the Card due to such disclosure or breach and you shall indemnify us for any loss, damage, charge or expense caused to us due to such breach.
- 4 In the event of fraud, loss or theft of the Device, you are obliged to immediately report such loss to us, in addition to other parties such as the telecom provider etc. Based on such reporting, we will arrange to block all Wallet transactions for all Cards. You can continue to use the physical Card plastic for all such enrolled cards. You hereby indemnify us against any claims, costs, charges or losses made in respect of any transactions effected using the Customer Device prior to the Customer notifying the Bank of the fraud, loss or theft or requesting the Bank to block the card.
- 5 At its sole discretion we reserve the right to refuse to permit any transaction if we suspect there is a breach of the Terms of Use, or that fraudulent or illegal activity is taking place.
- 6 When adding your Card to the Wallet, we collect certain information from you to verify your identity, in order to enable you to use the Card and facilitate participation with the Wallet.
- 7 We shall also request certain account information relating to each Card you select to use with the Wallet, including the most recent transaction data, but not the full Card account number. You agree that we may also periodically collect and use technical data and related information, including, but not limited to, technical information about your Device to facilitate updates our services. We may use this information to improve its products or to provide services or technologies to you as long as it is in a form that does not personally identify you.
- 8 You may receive push notifications from the Wallet reflecting the Card account activity. If you do not wish to receive push notifications, they may be turned off within the Device notifications or the Wallet app settings.
- 9 If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the

provider. If your question, dispute, or complaint is about your Card, then call us immediately using the number on the back of the Card.

- 10 You must cooperate with the Bank in any and all investigations and use any fraud prevention or other related measures, which we prescribe.
- 11 You are solely and fully responsible for protecting your cards, wallet transactions and any other information on your device in case you lose or sell the device to any other 3rd Party or person.

D) Suspension, changes termination

We can terminate, change these Terms of Use or add or delete any items in these Terms of Use, at any time. We will provide notice if required by law. You cannot change these terms, but you can terminate these Terms of Use at any time by removing all Cards from the Wallet.

The customer accepts and understands that it is his / her responsibility to refer to the updated Terms of Use on the Bank website and will have no right to make any claim against the bank due to lack of his / her notification or consent to the changes made to the Terms of Use by the Bank.

E) Bank's Liability

Habib Bank AG Zurich is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third party relationships that may impact your use of the Wallet.

F) Communication

You consent to receive electronic communications and disclosures from us in connection with your Card and the Wallet. You agree that we can contact you by email or SMS at any email address or mobile number you provide to us in connection with any account. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

G) Third party agreements and support

These Terms of Use are solely between the Bank and the Customer. Third party services including the wireless carrier and other, applications or websites incorporated in the Wallet may have their own third party agreements. You may become subject to these third party agreements when you provide 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. We are 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 your responsibility to read and understand any third party agreements before adding or using the Card through the Wallet.

We are not responsible for, and do 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, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance.

H) License

- 1 A virtual representation of the Card is licensed, to the Customer for use only under the Terms of Use. The Bank reserves all rights not expressly granted to the Customer.
- 2 You are granted a non-exclusive, non-sub licensable, non-transferable, personal, limited license to install and use tokens and other credentials associated with the Card to make payments with the Device solely in accordance with the Terms of Use. The license is limited to use on any Device that you own or control and as permitted by any applicable third

party agreements.

- 3 You shall not rent, lease, lend, sell, redistribute or sublicense any right to use any Card credentials in the Wallet.
- 4 You hereby agree that the virtual representation of the Card in the Wallet or its credentials may be automatically updated or upgraded without notice to you. We may at any time, at its sole discretion and without prior notice, expand, reduce or suspend the Card or any currency of transactions allowed using the Card with the Wallet.

I) Governing Law

The Terms of Use are governed by the federal laws of Switzerland.

VI - TERMS AND CONDITIONS OF USING VERIFIED BY VISA SERVICE

Welcome and thank you for choosing to use the Verified by Visa authentication service ("Verified by Visa"). Please read this Terms of Service Agreement carefully before using Verified by Visa. In this Agreement, "Issuer" refers to the Habib Bank AG Zurich that issued your VISA Card; "we," "us," and "our" refer to Issuer and its suppliers of card processing and web-hosting services; and "you," "your," or "yours" refers to the user of Verified by Visa.

This Terms of Service Agreement supplements and is incorporated in Issuer's cardholder agreement(s) with you ("Cardholder Agreement"). In addition to this Terms of Service Agreement, Verified by Visa also is subject to the Cardholder Agreement governing the card transactions for which Verified by Visa is used.

In the event of any conflict between this Verified by Visa Terms of Service document and the Issuer's VISA Card Agreement and Disclosure or Membership Agreement, the Issuer's VISA Card Agreement and Disclosure and Membership Agreement shall control.

A) Acceptance of Terms

Verified by Visa provides its service to you, subject to the following Terms of Service ("TOS") and the Cardholder Agreement governing the card transactions for which Verified by Visa is used. The TOS may be updated by us from time to time without notice to you. Use of the service constitutes your acceptance of the terms. You shall be subject to any guidelines or rules applicable to Verified by Visa that may be posted from time to time at this location.

You agree that creation of a Verified by Visa account password, and/or use of Verified by Visa, will represent your acceptance of this TOS and that continued use of Verified by Visa after revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.

Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change Verified by Visa shall be subject to this TOS.

The Issuer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Verified by Visa (or any part thereof) with or without notice.

B) Description of Verified by VISA

Verified by Visa provides you with a way of increasing security in online and other transactions for which Verified by Visa is used by reducing the chances of fraud for those transactions by sending One Time Password (OTP) on your mobile number registered with Habib Bank AG Zurich.

C) Cardholder password and Security

You are solely responsible for maintaining the confidentiality of your password and other verification information established by you with Verified by Visa, and all activities that occur using your password or other verification information supplied to or established by you with Verified by Visa. You agree not to transfer or sell your use of, or access to, Verified by Visa to any third party. You agree to immediately notify us, as we require in our cardholder agreement with you for a lost or stolen card, of any unauthorized use of your password or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, shall not be liable for any loss or damage arising from your failure to comply with this TOS.

D) Your Conduct

You agree not to:

- » Impersonate any person or entity using Verified by Visa;
- » Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by Verified by Visa;
- » Spam or flood the Verified by Visa Website or service;
- » Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa Website or service or the software used in connection with Verified by Visa;
- » Remove any copyright, trademark, or other proprietary rights notices contained in Verified by Visa;
- » "frame" or "mirror" any part of the Verified by Visa Website or service without Visa's prior written authorization;
- » Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Verified by Visa Website or service or its contents;
- » Otherwise interfere with, or disrupt, verified by Visa or servers or networks connected to Verified by Visa, or violate this TOS or any requirements, procedures, policies or regulations of Verified by Visa or of any networks connected to Verified by Visa; or
- » Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Visa (all of which shall constitute "Applicable Law") in connection with your use of Verified by Visa.

E) Liability

You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of Verified by Visa. We will pay any direct out-of-pocket expenses that you may incur due to:

- » Negligence or intentional misconduct by us, our employees or agents;
- » An attack by others on the systems we use to provide Verified by Visa; or
- » Any error in, or failure of, Verified by Visa.

Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of Verified by Visa.

We assume no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from, this Web site.

F) Dealings with Merchants

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through Verified by Visa, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. You agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, your card Issuer shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of Verified by Visa does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in Verified by Visa. For example, Verified by Visa does not verify the identity of the merchant or the quality of the merchant's goods or services.

G) Disclaimer of Warranties

You expressly understand and agree that any software obtained through the use of Verified by Visa is downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through Verified by Visa.

Except as otherwise required by any applicable state law, makes no representations or warranties about verified by visa of any kind, express or implied, including any warranties as to merchantability or fitness for a particular purpose. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

H) Notice

Notices to you may be made via either email or regular mail to any address in your Registered Data or other information that you have provided to us in connection with any of your accounts with us, or your VISA cards issued or otherwise provided by us.

I) Age and Responsibilities

You represent that you are of sufficient legal age to use Verified by Visa and to create binding legal obligations for any liability you may incur as a result of the use of Verified by Visa. Except as otherwise provided by Applicable Law or in our cardholder agreement with you, you understand that you are financially responsible for all uses of Verified by Visa by you and those authorized by you to use your Registered Data, your password or other verification information.

J) Jurisdiction Clause

Switzerland law will apply in case of any disputes arises between parties and state court will be the specialized court.

VII – ADDENDUM – Agreement, Terms & Conditions applicable to HBZ ATM / Debit Card, Credit Card, 3rd Party Wallet Payment & VISA Services

- 1 In the event of any unauthorized transactions on your Card, which maybe fraudulent in nature, customer has the right to dispute the charge and file a formal claim with the bank. All such claims would be investigated and its findings and conclusions will be shared with customer. In case it is established that unauthorized transactions were due to client's negligence then liability to pay would remain with the client. Investigations may take between 45-180 days. In some disputes, a conditional credit on Card is provided which is subject to reversal at Banks discretion based on the outcome of the investigation.
- 2 Any disputed and or unauthorized transactions will be subject to the rules and guidelines defined by the network (Visa/MasterCard) and mode of transaction. The request for refund and or reversal will be reviewed and processed in view of these guidelines and the Bank's internal guidelines.
- 3 The Bank shall not be liable for any disputes brought to the Bank's notice by the Cardholder after thirty (30) days from the date of transaction
- 4 The Cardholder shall fully be liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardholder.
- 5 If the Credit Card is lost or stolen or the PIN is disclosed to any person, the Cardholder shall immediately notify the Bank on the phone numbers specified by the Bank. Cardholder is also required notify law relevant law enforcing agency where such loss or theft or disclosure occurred. All such notifications shall be followed by signed written confirmation to the Bank within 48 hours of receipt of notice. Until receipt of such written confirmation, the Cardholder will be liable for all Credit Card Transactions on the Card Account.

Note: The information and materials on this site and the terms, conditions and descriptions that appear are subject to change without prior notice.

For inquiries, call +41 44 269 4535