

GENERAL TERMS AND CONDITIONS OF USE FOR HELVETICARD PAYMENT CARDS

1. GENERAL TERMS AND CONDITIONS

1.1 Definitions

Bank account linked to the Card: is the bank account opened in the books of the Issuer to which the Card is linked.

Card: means any physical, virtual or tokenized payment card issued by the Issuer, including renewals, replacements and digital representations thereof (including tokens and credentials used in digital wallets or Click to Pay environments).

Card account: is the account representing the card balance.

Card account holder: means the person or entity in whose name the bank or Card account is opened in the books of the Issuer.

Cardholder: means any individual to whom a Card is issued under a Card account, including where applicable a person other than the Card account holder, and who is authorized to use such Card in accordance with these GTC.

Distributor: means any third-party entity authorized by the Issuer to market, make available, distribute or support the Cards, whether acting in its own name or on behalf of the Issuer. The Distributor may be a financial institution, an affiliated company, an external asset manager, a partner bank, or any other entity authorized to offer, issue, or manage payment cards for end clients. Where applicable, the Distributor may maintain the primary client relationship and perform onboarding, communication, support or compliance functions in connection with the Card.

Issuer: means CBH Compagnie Bancaire Helvétique SA.

Partner Card/Cardholder: is a Card issued to another person than the Card account holder, at the request of the latter.

1.2 General/Card Issuance

These General Terms and Conditions (the "GTC") govern the use of payment cards issued by CBH Compagnie Bancaire Helvétique SA (the "Issuer") either:

- (i) directly to the Card account holder maintaining a banking relationship with the Issuer; or
- (ii) in cooperation with a Distributor maintaining the primary client relationship with the Cardholder.

Where a Card is distributed through a Distributor, certain services, including onboarding, communication, customer support, compliance interactions and billing interfaces may be provided by such Distributor.

By signing the application form or by validating the digital order of the Card, the Card account holder accepts these GTC.

The Card account holder may request the issuance of a Card to a third party (natural person only) under the relevant Card account. Any such Cardholder shall act under the authority of the Card account holder and shall be deemed to have accepted these GTC upon activation or first use of the Card.

Where a Cardholder is a minor, the Card account holder represents and warrants that he/she holds the necessary legal authority to request issuance of the Card and shall remain fully liable for all acts and omissions of the minor Cardholder.

All Cards remain property of the Issuer and are issued subject to the applicable pricing conditions determined by the Issuer or, where applicable, by an authorized Distributor. The Card is personal and non-transferable. It may not be lent, transferred or made available to third parties.

The Card account holder remains fully liable towards the Issuer for all acts, omissions, instructions and transactions of any Cardholder, as if performed by the Card account holder itself.

By accepting these GTC, the Card account holder authorizes the Card Distributor, if any, to access Card account(s) opened with the Issuer, for the purpose of assisting any Cardholder in all matters related to the use of the card. The Card account holder expressly releases the Issuer from banking secrecy obligations for this purpose.

Furthermore, the Card account holder authorizes reciprocal information exchange between Issuer and Distributor for operational, compliance, fraud prevention and risk management purposes and releases both entities from banking secrecy obligations to the extent necessary.

Each Cardholder accepts that data relating to the use of his/her Card may be exchanged between the Issuer and any authorized Distributor for operational and compliance purposes and releases the Issuer from confidentiality obligations to the extent necessary.

1.3 Validity of the Card/Spending limit/Reloading the Card

The Card remains valid until the expiry date associated with the Card and may be renewed automatically or manually, unless cancelled in accordance with these GTC. The renewal conditions depend on the applicable product.

Where a renewal occurs, the Card is renewed by updating its expiry date and, where applicable, by issuing a replacement physical Card. Any fees applicable in connection with the renewal, if any, are determined by the Issuer or, where applicable, by the authorized Distributor.

The Card is subject to a spending limit corresponding to the amount made available on the Card account. The spending limit decreases as the Card is used and increases when additional reloads or credits are applied. Spending in excess of the applicable limit is not permitted.

Reloading of the Card is subject to product-specific conditions, including reload frequency limits and maximum amounts, as determined by the Issuer or, where applicable, by the authorized Distributor. Reloading is permitted only if, following the reload, the available balance does not exceed the applicable spending limit.

1.4 Use of the card/transaction authorization

The Cardholder can purchase goods and services worldwide from VISA's contractual partners. When making a Card transaction, the Cardholder must check the receipt and agrees that the amount is correct and that the debt contracted is real. By using the Card, the Cardholder authorizes the Issuer to honor payment instructions transmitted through the applicable card network and to debit the relevant Card account accordingly. The Cardholder is entitled to use the Card to withdraw cash in banks and at the automatic teller machines ("ATM") that are affiliated with VISA. Cash withdrawals are subject to product-specific conditions, including minimum and maximum amounts, frequency limits and availability, as determined by the Issuer.

The Cardholder may use the Card for transactions which are not physically signed by the Cardholder or authenticated by PIN, including, but not limited to, transactions carried out remotely (e.g. online, mail or telephone orders), automated fuel dispensers, car rental services, hotel reservations or other card-not-present transactions). By using the Card, the Cardholder authorizes the Issuer to honor the corresponding payment instructions submitted through the applicable card network and to debit the relevant Card account accordingly.

Certain transactions may be processed offline or with delay. The Cardholder remains liable for such transactions even if they are posted after the Card has been blocked, replaced or expired, provided they were initiated prior thereto.

The Card must not be used, directly or indirectly, in connection with transactions prohibited by applicable laws, sanctions, embargoes, anti-

money laundering or counter-terrorist financing regulations. The Issuer may suspend, refuse or report any transaction suspected of breaching such regulations without prior notice.

The use of an expired, blocked, altered, falsified or invalid Card or of a Card whose return has been requested by the Issuer or the Distributor is forbidden and can lead to legal proceedings. The Cardholder is liable for any resulting damages. The Cardholder's liability in the event of non-compliance with due diligence obligations is described in Section 1.12.

The Cardholder is aware that VISA's contractual partners can request to see an official ID document. The Issuer reserves the right to change Card's rights, the PIN code, other codes and the Card's limit at any time and without having to provide a reason.

1.5 Authentication and Security Procedures

Transactions may require authentication through security procedures determined by the Issuer, the card network or participating service providers, including but not limited to PIN, one-time passwords (OTP), biometric authentication, device recognition or 3-D Secure protocols.

Transactions authenticated through such procedures shall be deemed duly authorized by the Cardholder and shall have the same legal effect as a handwritten signature.

1.6 Pre-authorization and Blocking of funds

Certain merchants (e.g. hotels, car rental companies, fuel stations or online service providers) may request pre-authorizations prior to the final transaction amount being determined.

The Cardholder authorizes the Issuer to block the corresponding amount on the Card account for the duration of the pre-authorization. Such blocked amounts reduce the available spending limit until the transaction is completed, released or expires in accordance with Card scheme rules.

Pre-authorized amounts may remain blocked for the duration determined by the Card scheme or the merchant and may temporarily reduce the available balance.

The Issuer shall not be liable for any refusal of transactions resulting from the temporary reduction of available funds due to such pre-authorizations.

1.7 Recurring Transactions and Stored Credentials

Where the Card details are provided to a merchant for recurring or continuous services (subscriptions, memberships, digital services or similar arrangements), the Cardholder authorizes the merchant to initiate subsequent transactions without further authentication.

Such authorization remains valid notwithstanding replacement, renewal, suspension or cancellation of the Card, unless revoked directly with the merchant. The Cardholder remains solely responsible for terminating such arrangements.

The Issuer shall have no obligation to monitor, terminate or dispute recurring transactions on behalf of the Cardholder.

1.8 Visa Click to Pay

The Card may be enabled for the "Click to Pay" functionality (also referred to as "**Visa Click to Pay**"), a digital payment service operated within the Visa card network allowing the Cardholder to perform online transactions with participating merchants without re-entering full Card details.

The Cardholder may enroll the Card in Click to Pay through interfaces made available within the Issuer's digital channels or, where applicable, those of a Distributor. Newly issued, renewed or replaced Cards may be automatically enrolled and benefit from this functionality by default, without any action required from the Cardholder. The Cardholder may opt out at any time through the available interfaces.

Use of Click to Pay may require authentication through security procedures determined by Visa, the Issuer and/or any authorized Distributor involved, including strong customer authentication where applicable. Transactions authenticated through such procedures shall be deemed duly authorized by the Cardholder and shall have the same

legal effect as transactions performed with the physical card and, where applicable, the PIN code or other authentication means.

For Click to Pay transactions, the Card may be represented by a digital payment credential (token) replacing the Card number. Such token shall constitute a valid digital representation of the Card for all authentication, authorization and liability purposes.

The Cardholder acknowledges and agrees that the provision and operation of Click to Pay requires the generation, transmission, processing, duplication and storage of token credentials as well as Card, transaction, authentication, device, identification and security-related data. Such processing may be performed by the Issuer, the Visa card network, token service providers, authentication platforms, fraud monitoring systems and any participating technical or operational service providers involved in the execution, routing, authentication, security or settlement of transactions.

Use of Click to Pay involves the cross-border transmission of personal and transactional data within the Visa network and to participating service providers. Section 1.18 shall apply in full to such processing. **To the extent necessary for the provision, processing, security and regulatory compliance of Click to Pay transactions, the Cardholder expressly authorizes such processing and releases the Issuer from banking secrecy obligations vis-à-vis the aforementioned entities.** The Cardholder acknowledges that restriction of such processing may prevent the use or availability of the Click to Pay service.

Where the Card is issued by the Issuer in cooperation with a Distributor having a direct client relationship, certain Click to Pay functionalities, enrolment interfaces or digital platforms may be provided and operated by such Distributor. The Issuer shall not be liable for the availability, functioning or management of such Distributor-operated environments.

The Cardholder shall comply with all due diligence obligations relating to the safeguarding of devices, identifiers and authentication means used for Click to Pay. The liability provisions set out in these GTC apply in full to Click to Pay transactions.

The Issuer may enable, restrict, suspend or terminate Click to Pay functionality at any time, in particular for security, legal or risk management reasons. Suspension, replacement, renewal or cancellation of the Card may automatically result in deactivation of Click to Pay and/or issuance of a new digital credential.

1.9 Fees/Interest/Foreign exchange

The Card account holder may be charged fees, taxes, commissions and interest for the Card and its use. All information can be obtained from the Issuer or the Distributor at any time. Furthermore, third-party costs may be passed on and expenses incurred by the Cardholder shall also be charged.

The Issuer reserves the right to charge inactivity fees or to close dormant prepaid Card accounts in accordance with applicable regulations and internal policies.

1.10 Communication and notification

Statements, notices and contractual information may be delivered electronically via the applicable online platform, secure messaging systems or email. Such delivery shall be deemed valid and binding upon transmission.

1.11 Invoicing and Card statements – Duty of Card account holder and Cardholder to monitor and report

The Card account holder shall receive a monthly statement of all transactions recorded under the relevant Card account. The statement shall include all applicable fees and interest.

The Card account holder and each Cardholder shall be responsible for promptly reviewing the monthly statement and notifying the Issuer or, where applicable, the Distributor, in writing of any discrepancy or objection within 30 days from the date of issuance of the relevant Card statement. Upon expiry of this period, all transactions shall be deemed approved and binding upon the Card account holder.

Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims shall not release the Card account holder from the obligation to pay all amounts due in a timely manner.

1.12 Cardholder due diligence obligations

The Cardholder shall exercise all due care in safeguarding the Card, Card details and all authentication means.

The Cardholder shall in particular:

- (i) keep the PIN code and all authentication credentials confidential and separate from the Card;
- (ii) ensure that Card details (including Card number, expiry date, security codes and token credentials) are not disclosed to unauthorized persons;
- (iii) refrain from recording authentication data in readable form or storing them on devices without appropriate protection;
- (iv) ensure the secure use of devices, applications and digital channels used to perform Card transactions;
- (v) protect devices against unauthorized access, malware or compromise;
- (vi) immediately notify the Issuer in the event of loss, theft, suspected misuse, phishing attempt or compromise of the Card, Card details, authentication means or devices;
- (vii) render expired, replaced, invalid or blocked Cards unusable without delay;
- (viii) inform merchants of Card replacement or blocking where the Card is used for recurring services.

For automatically renewed cards, if the Cardholder does not receive his/her new Card within 15 days of the expiry of the current card, he/she must inform the Issuer immediately.

Failure to comply with these obligations may result in the Card account holder bearing the resulting losses in accordance with the liability provisions of these GTC.

1.13 Refusal or Non-Execution of Transactions

The Issuer reserves the right to refuse, suspend or block any transaction at its sole discretion, in particular for security, fraud prevention, legal, regulatory, sanctions, AML, technical or risk management reasons, including where required by law, regulatory authorities or Card scheme rules, or in the event of insufficient available funds. The Issuer shall not be liable for any damages resulting from such refusal or non-execution.

1.14 Fraud, unauthorized use, loss or theft of the Card

In the event of loss, theft, non-receipt, fraud, confiscation or use of the Card by an unauthorized party, or if such events are suspected, the Cardholder must immediately request that the Card be blocked, either by contacting Customer Service or by using any blocking or Card management functionality through the applicable digital channels made available by the Issuer or the Distributor.

The Issuer is not responsible for the consequences that may result from the blocking of the Card. In the event that criminal use is suspected, the Cardholder may be requested to file a complaint with the local police. The Cardholder must work in good faith to assist with the investigation and minimize damages.

The Issuer is authorized to debit the Card account or the bank account linked to the Card for the amount of the transactions made before the Card was blocked. The Card account holder remains liable for transactions executed prior to effective blocking. Blocking requests shall be deemed effective once recorded in the Issuer's systems.

Transactions initiated prior to blocking, including offline transactions, pre-authorizations, delayed postings or recurring transactions, shall remain payable even if processed after blocking.

Any fees, costs or expenses arising in connection with the blocking of the Card, the issuance of a replacement Card, the re-issuance of authentication means (including PIN codes), courier delivery, administrative processing or fraud handling may be charged to the Card account holder. Only the GTC and special conditions of the insurance policy are applicable to the detailed services and the conditions for handling claims.

Where damages are covered by an insurance policy linked to the Card, the Issuer shall not be liable. The Cardholder hereby assigns to the Issuer all rights and claims arising from such damages and agrees that any insurance indemnity may be paid directly to the Issuer. The Cardholder shall cooperate in good faith in the handling of the claim and take all reasonable steps to mitigate the damages.

The Issuer shall be subrogated to the Cardholder's rights against any third party or insurer to the extent of any payment or coverage.

1.15 Blockage and/or cancellation of the card for other reasons

The Cardholder can request that their Card(s) be blocked or canceled at any time, without having to provide a reason.

The Issuer is entitled to block or cancel the card, at any time, without having to provide a reason. The Card account holder may likewise request the blocking or cancellation of any Partner Card issued under his/her authority, without the consent of the relevant Partner Cardholder.

These GTC shall continue to apply to all transactions initiated prior to the effective blocking, cancellation or termination of the Card, irrespective of the physical return of the Card.

Upon blocking, cancellation or termination of the Card, all amounts outstanding in connection with the Card, including authorized transactions, fees and accrued interest, shall become immediately due and payable. The Issuer remains entitled to debit the bank account linked to the Card for such amounts.

1.16 Liability

The Card account holder remains liable towards the Issuer for all transactions carried out with any Card issued under the relevant Card account, whether authorized through use of the Card or through applicable authentication procedures.

Each Cardholder is liable for transactions carried out using his/her Card and is jointly and severally liable with the Card account holder for all amounts arising from the use of such Card. The Issuer may claim full payment from the Card account holder, the relevant Cardholder, or both, at its discretion.

The Card account holder is further liable for fraudulent transactions resulting from breach of due diligence obligations set out in Section 1.12, including any failure by a Cardholder to safeguard the Card, Card details, authentication means or related devices. This liability extends to all Cards, including partner Cards, issued at the request or under the authority of the Card account holder.

Transactions authenticated through approved authentication procedures (including PIN, one-time passwords, biometric authentication, tokenized credentials or other recognized security mechanisms) shall be deemed duly authorized and binding. Transactions initiated through digital wallets, tokenized environments, Click to Pay or stored credential frameworks shall equally be deemed authenticated where validated through the applicable security procedures.

In cases of unauthorized use by third parties, the Issuer shall bear the resulting loss only where the Cardholder and the Card account holder has strictly complied with all obligations under these GTC, including due diligence and notification duties, has informed the Issuer without undue delay, and where the blocking request has been duly received and recorded in the Issuer's systems. Any fault, negligence or delay attributable to the Cardholder shall exclude the Issuer's liability.

Any fault or negligence attributable to the Cardholder shall exclude the Issuer's liability. Persons acting under the authority of the Card account holder or the Cardholder, including employees, family members or representatives, partners, people living under the same roof, etc. shall not be considered third parties. Any damages resulting from dispatch of

the Card and/or means of authentication shall be borne by the Cardholder. The Cardholder is responsible for any damage suffered as a result of the possession and use of his/her card.

The Issuer assumes no liability for the quality, performance, delivery or legality of goods or services purchased with the Card, nor for any disputes arising therefrom. The Issuer cannot be called upon as a third party in disputes between the Cardholder and any merchant and shall not be bound by any guarantee relating to the underlying transaction.

All claims related to the purchase of goods or services and any disagreements, cancellations or returns must be resolved directly and exclusively by the Cardholder and/or the Card account holder with the relevant merchant. Such disputes do not release the Card account holder or the Cardholder from the obligation to pay the amounts due to the Issuer.

The Issuer shall not be liable for refusal of acceptance of the Card by a merchant, technical failures, interruptions of service, limitations imposed by Card scheme rules, regulatory requirements or insufficient available funds.

The Issuer shall further not be liable for damages arising from transaction processing delays, offline transactions, pre-authorizations, recurring transactions or stored credential arrangements.

1.17 Change of Contact Details and Authentication Information

For any change of contact details or authentication information, including email address, telephone number or other login or authentication data, the Cardholder must submit the request through the communication channels made available by the Issuer or, where applicable, by an authorized Distributor.

1.18 Data acquisition, processing and transmission to third parties

The Issuer's privacy policy applies. This can be found at: <https://cbhbank.com/en/international/privacy-policy/> and is subject to amendments from time to time. The processing of personal data is carried out in full compliance with the applicable data protection regulations, namely the Swiss Data Protection Act (DPA). The Cardholder acknowledges that data protection legislation allows him/her to have access to information and, under certain conditions, to have the data stored at the Issuer to be corrected, blocked or deleted. The Cardholder accepts that the Issuer may delegate areas of activity or services to its Group companies or external companies (subcontractors), in Switzerland or abroad. The Group companies responsible for processing the Card business have the same right to outsource. This includes, in particular, the processing of the Card business, the creation of documents, Card printing, invoicing, collection, and fraud management that can be outsourced in whole or in part. With regard to outsourcing, it could happen that contractual or transactional data are sent to internal or external service providers and that these service providers in turn call upon other service providers. The Cardholder agrees in particular that these service providers have been informed about his/her personal data if said data are essential for the conscientious execution of the assigned tasks. If such third parties are not subject to Swiss banking secrecy, personal data will be disclosed only if the recipients undertake to keep the information and data confidential and to ensure that any other contracting partners are also bound by this obligation. The Cardholder confirms that the information provided in connection with the Card application is true and correct and authorizes the Issuer to obtain from public bodies (debt enforcement authorities, residents' registration offices, adult protection authorities), his/her employer, banks, and the Zentralstelle für Kreditinformation (ZEK) (Central Office for Credit Information) any information that may be required for the purpose of assessing his/her application (regarding current address, financial standing, any general deputyships). Furthermore, the Issuer may notify the ZEK about blocked cards, serious payment default or improper use of the card, and may make a report to the IKO on the basis of the Consumer Credit Act (Konsumkreditgesetz, KKG). The ZEK and the IKO are expressly permitted to make this data available to their members (members are companies from the consumer credit, leasing and credit Card businesses). **To this extent, the Cardholder releases the Issuer and the above-mentioned offices from banking secrecy/professional secrecy.** The Cardholder accepts that even with respect to transactions conducted in Switzerland, data will be forwarded to the Issuer via the international credit Card network. The following data may be processed in particular: information on the

Cardholder, Card transactions, and any additional or ancillary services. Whenever the Cardholder transmits third-party data to the Issuer (e.g. information in the payment Card application), the Issuer assumes that he/she is authorized to do so and that such data are correct. **The Cardholder shall inform such third parties of the processing of their data by the Issuer.** Personal data are maintained in electronic and/or paper format. The Issuer or third parties appointed by the Issuer may store, process, and use Cardholder and transaction data, in particular for the purposes of marketing, market research, and creating customer profiles. The storage, processing, and use of Cardholder's data may be used for personalized advice, customized offers, and information on the Issuer's products and services to be supplied to the Cardholder. The international credit card organization, Visa International, and its contractual partners tasked with processing transactions only have data relating to such transactions (e.g. Card and transaction numbers, amount and transaction dates, posting and billing dates, information on the contractual partner). In some cases (e.g. purchasing an airplane ticket, paying hotel bills, renting a vehicle, purchasing petrol), they may know the name of the Cardholder or the person for whom the transaction was made. **The Cardholder acknowledges and agrees that Visa International may process the data received for its own purposes and in accordance with its own data protection regulations in Switzerland and abroad or have such data processed by other third parties in Switzerland and abroad (see the <https://www.visa.co.uk/legal/global-privacy-notice.html>).** If Visa International transmits data to a country that does not have an adequate level of data protection, this transmission is based on Visa International's Global Privacy Notice, the provisions of which can be enforced by the Cardholder as a «third-party beneficiary» (available at: <https://www.visa.co.uk/legal/global-privacy-notice/jurisdictional-notice-eea.html>). If and to the extent necessary, the Cardholder shall release the Issuer from bank customer confidentiality for this purpose. It should be noted that Swiss law (e.g. banking secrecy, data protection) only applies in the Swiss territory; data transiting abroad are therefore not protected under Swiss law. For data processed abroad, the Issuer is released from its obligation to comply with banking secrecy and data protection.

1.19 Amendments to the GTC and fees

The Issuer reserves the right to modify the GTC at any time. The amendments are to be communicated to the Cardholder by circular letter or by any other appropriate means (including, where applicable, by an authorized Distributor). Amendments are considered approved if the Cardholder does not raise any objection within 30 days after the communication date. Continued use of the Card constitutes acceptance.

1.20 Place of performance and jurisdiction

The GTC are exclusively subject to Swiss law. Any dispute shall be brought before the exclusive jurisdiction of the Courts of the Canton of Geneva subject to appeal at the Swiss Federal Court in Lausanne. The Issuer nevertheless reserves the right in all circumstances to bring the case before the authorities or the competent court of the address for service at the Cardholder's usual place of residence or any other competent jurisdiction. In either case, only Swiss law remains applicable.

2. SPECIFIC CONDITIONS RELATING TO PREPAID CARDS

2.1. Card statements, payment and reimbursement options

The Cardholder will receive a monthly statement showing all authorized transactions, costs, commissions and fees due in accordance with Section 1.11, as well as the current balance of the Card account. Any negative balance must be settled immediately upon receipt of the Card account statement. If the balance remains negative despite the Issuer's request for payment, the Issuer will be entitled to demand immediate payment of the amount due and to block the card. Reminder and collection costs will be borne by the Card account holder. In addition, the Issuer reserves the right to offset any negative balance against an amount credited to any other bank account the Cardholder may hold with the Bank. Any Cardholder who no longer intends to use a Card may, in certain exceptional circumstances, request a refund of the Card account balance after deduction of the Bank's fees. Refunds are made exclusively to the bank account used to load the card.

2.2 Cancellation of the prepaid card

In the event of cancellation of the prepaid card, the balance will be refunded within a minimum of 60 days to the bank account used to fund the Card account. The Issuer may close inactive prepaid Card accounts and transfer residual balances in accordance with applicable regulations.