



# GENERAL TERMS AND CONDITIONS

## 1. Types of use (functions)

Depending on the agreement in place, the Debit Mastercard by SIGMA Bank AG (hereinafter referred to as the "Bank") can be used for one or more of the following functions:

- as a payment card for paying for goods and services domestically and internationally
- as a cash withdrawal card at ATMs domestically and internationally
- for sending and receiving money transfers
- as a payment guarantee for reservations (e.g. hotels) and contingent receivables (e.g. vehicle hire)
- for other services of the Bank

The Bank defines the current usage options (domestic and international cash withdrawal, one-off or recurring payment for goods and services in-store, over the phone or online, etc.).

The following authorization options are available for contractual use of the Debit Mastercard, regardless of where it is used (hereinafter referred to as the "Place of Card Acceptance"):

a) Authorization by entering the code (PIN) chosen by the Cardholder, for example to withdraw cash from ATMs labeled to this effect or correspondingly designated providers.

d) Authorization by use of the 3-D Secure procedure, for example via an online retailer, during which the Cardholder must enter a code (PIN) or confirm the transaction via a smartphone app when paying by Debit Mastercard in addition to the conditions and means of authentication applicable for the particular service.

c) Authorization solely by entering the name, card number, expiry date and—if requested and available—the security code (CVV, CVC) on the Debit Mastercard. By using this method—e.g. when making a purchase over the phone, online or via a correspondence channel—the Cardholder chooses not to use strong customer authentication.

d) Authorization by using the card without entering the code (PIN) or by using another means of authentication at automated payment points (e.g. payment methods at ticket machines, highway toll points, parking lots or contactless payments).

e) Authorization by issuing a direct debit to the Place of Card Acceptance.

Direct debit allows the Place of Card Acceptance to debit recurring payments (e.g. monthly subscriptions, regular online services etc.) via the Debit Mastercard provided.

If the Cardholder no longer wants to authorize recurring payments by issuing a direct debit or no longer wants to purchase the corresponding services, the Cardholder must revoke or cancel the authorization directly with the Place of Card Acceptance. If the card is canceled, the Cardholder must change the payment method for all services that incur recurring charges with the Place of Card Acceptance and/or terminate the arrangement. The Bank is entitled to share the card number and expiry date of a new Debit Mastercard with

the Places of Card Acceptance that the Cardholder has authorized to debit payments by providing card information (card-on-file account information, COF) without informing the Cardholder in advance (automatic billing updater).

## 2. Attached account

Notwithstanding section III. 1. below, the Debit Mastercard always relates to a particular Account (hereinafter referred to as the "Account").

## 3. Cardholder

The Debit Mastercard is in the name of the Account holder or another person authorized by the Account holder (hereinafter both referred to as the "Cardholder").

## 4. Ownership

The Debit Mastercard remains the property of the Bank.

## 5. Fee

The Bank may charge the Account holder fees for issuing and authorizing the Debit Mastercard, as well as for processing the transactions that are made with it and for issuing replacement cards and the fees shall be announced in a suitable manner. These fees shall be debited to the Account for which the Debit Mastercard was issued.

As an affiliate partner of SIX, the Bank receives an interchange fee under certain circumstances from the acquirer (company that has concluded contracts with the Place of Card Acceptance for accepting debit cards as a payment method) when transactions are made using the Debit Mastercard. The purpose of the interchange fee is to cover the Bank's running costs, in particular the cost of processing transactions, insofar as these are not already included in the prices and fees conveyed. The interchange fee can be viewed on our website or in our brick-and-mortar establishment. Furthermore, the Bank may receive contributions from third parties (e.g. international payment systems) for introduction, further development, and sales promotion. The Cardholder waives any claim to surrender vis-à-vis the Bank.

## 6. Due diligence obligations of the Cardholder

The Cardholder bears the following due diligence obligations in particular:

### a) Signature

The Cardholder must sign the Debit Mastercard in the space provided immediately on receipt.

### b) Storage

The Debit Mastercard and the code (PIN) must be stored separately from each other and with particular care.

### c) Confidentiality of the code (PIN)

The code (PIN) must be kept secret and under no circumstances may the Cardholder share it with other persons. In particular, the code (PIN) may not be written onto the Debit Mastercard nor stored alongside the Debit Mastercard in any other way, including in altered form. The code (PIN) must always be covered when being entered.

### d) Confidentiality of the card number, expiry date, and security code

The card number, expiry date, and security code must be kept secret and the Cardholder may not share these with



third parties under any circumstances, apart from for use as laid out in these terms and conditions.

e) Changing the code (PIN)

If the Cardholder changes the code (PIN), it may not consist of easy to guess combinations (such as phone numbers, dates of birth, number plates etc.).

f) Sharing of the Debit Mastercard

The Cardholder may not share the Debit Mastercard with or make it accessible to third parties.

g) Reporting in the event of loss

In the event that the Debit Mastercard or code (PIN) is lost or the Debit Mastercard is retained by a device, the Bank that issued the card must be informed immediately, i.e. the Debit Mastercard must be blocked by the card blocking office.

h) Blocking and cancelation of the card

Expired, canceled or blocked cards must be rendered unusable immediately and without prompting. In the event that the Debit Mastercard is blocked or canceled, the Cardholder is obliged to inform all providers of mobile payment solutions and Places of Card Acceptance at which the Debit Mastercard has been provided or stored on file as a payment method for recurring services, pre-authorized payments, or bookings and reservations.

i) Obligation to monitor for and report discrepancies

The account holder must check the latest Account statement immediately after receipt and report any discrepancies, in particular charges debited as a result of misuse of the card, to the Bank without delay, but no later than 30 days after receiving the Account statement for the accounting period in question.

j) Reporting to the police

In the event of criminal offenses, the Cardholder must inform the police immediately. The Cardholder must help to shed light on any losses to the best of their knowledge and minimize these losses.

## 7. Funding obligation

The Debit Mastercard may only be used if the Account contains the required funds (balance or awarded credit limited).

## 8. The Bank's right to debit charges

The Bank is entitled to debit all amounts resulting from the use of the Debit Mastercard, including reserved or provisionally entered amounts (e.g. deposits for hired cars), to the Account. Reserved or provisionally entered amounts may remain entered in the Account for up to 30 calendar days. These are deducted from the card limit and Account balance in the same way as a definitively debited amount and therefore limit the Account's liquidity. Transactions made in a currency other than the currency of the Account are converted into the Account's currency at the Bank's standard exchange rate. Depending on the exchange rate at the time the definitive entry is made, this may lead to a negative Account balance even if the Account balance is checked at the time of making the payment.

Similarly, in the case of a collective entry, the resulting total amount may exceed the Account balance at the time the total amount is entered, so that the Account balance

becomes negative. A collective entry of this kind may be made, for example, when using an application on a mobile device (e.g. a ticket app that bundles all purchases made over a certain period and transmits the total amount to be entered to the Bank at the end of the chosen period). The Bank has the right to decline a transaction without giving a reason if the Account does not contain sufficient funds, i.e. if entering the transaction would result in a negative Account balance. The Bank shall bear no liability for losses or costs, such as interest on arrears or dunning fees, incurred as a result of or in connection with declined transactions. In the event that a transaction results in a negative Account balance, the Bank may demand that the amounts owed be paid immediately.

The Bank's right to debit charges remains unlimited even in the event of legal disputes between the Cardholder and third parties.

## 9. Period of validity and card renewal

The Debit Mastercard is valid until the expiry date printed on the card. If business proceeds as usual and without an express waiver by the Cardholder, the Debit Mastercard will automatically be replaced by a new Debit Mastercard before the end of the expiry date printed on the card.

## 10. Blocking and cancelation

The Cardholder and the Bank may block the Debit Mastercard or cancel the contractual relationship at any time and without giving advance notice or a reason.

In particular, the Bank shall block the Debit Mastercard if the Account holder or authorized representative expressly requests this, if the Debit Mastercard and/or the code (PIN) are reported as lost or if the contractual relationship is canceled.

The Bank shall remain entitled to debit charges to the Account for use of the Debit Mastercard before the block takes effect within an industry-standard notice period, i.e. before the effective return of the Debit Mastercard (receipt by the Bank). Costs associated with the blocking may be debited to the Account holder. Blocking may only be requested from the office specified by the Bank and may only be lifted on receipt of written consent from the Account holder by the Bank.

The revocation of a power of attorney carries the same implications as the cancelation of the contractual relationship. After cancelation, the Debit Mastercard must be returned to the Bank immediately and without being asked. Canceling or returning the Debit Mastercard before its expiry date does not give rise to any entitlement to reimbursement of the annual fee.

## 11. Amendments to the Terms and Conditions

The Bank reserves the right to amend these Terms and Conditions at any time, as well as the terms and conditions for specific products and services. Amendments shall be announced in an appropriate manner and shall be deemed accepted unless the Cardholder indicates otherwise before the amendments take effect.

## 12. General Terms and Conditions of Business

The Bank's basic documents and basic contract as well as the current price table for accounts, cards, money transactions and financing apply in addition.



## II. DEBIT MASTERCARD AS A CASH WITHDRAWAL AND PAYMENT CARD

### 1. Cash withdrawal function

The Debit Mastercard can be used in conjunction with the code (PIN) to withdraw cash from ATMs labeled to this effect domestically and internationally or from correspondingly designated providers on signing the transaction receipt up to the limits set for the Debit Mastercard.

### 2. Payment function

The Debit Mastercard can be used to pay for goods and services domestically and internationally in conjunction with the code (PIN), by using the contactless function, or by entering the card number, expiry date and security code when making purchases online, or by signing the transaction receipt at correspondingly designated providers up to the limits set for the Debit Mastercard.

### 3. Sending and receiving money

The Debit Mastercard can be used to send and receive money transfers, insofar as the Bank offers this.

### 4. Code (PIN)

The code (PIN) is delivered to the Cardholder in a separate, sealed envelope in addition to the Debit Mastercard. This is a six-digit machine-generated code (PIN) that is unique to the card and is not known to the Bank or third parties. If multiple Debit Mastercards are issued, each Debit Mastercard will receive its own code (PIN).

### 5. Changing the code (PIN)

It is recommended that the Cardholder choose a new six-digit code (PIN) at an ATM equipped to do so, which will immediately replace the previously valid code (PIN).

It can be changed as often as the Cardholder pleases and at any time. To increase the level of protection against unauthorized use of the Debit Mastercard, it is not permitted for the code (PIN) to consist of easy to guess combinations, or written onto the Debit Mastercard, or stored alongside the Debit Mastercard in any other way, including in altered form.

### 6. Authentication, the debiting of charges, and risk

Anyone who authenticates themselves when using the Debit Mastercard by entering the code (PIN) into a device equipped for this purpose, or by making a contactless payment using the contactless function, or by using the card number, expiry date and security code in applications (for example, digital payment solutions such as Apple Pay, Samsung Pay, Google Pay etc.) or on the internet, or by signing the transaction receipt is deemed to be entitled to withdraw cash, make the payment, place the reservation, or transfer money with this Debit Mastercard.

This also applies if the person in question is not the actual Cardholder. Accordingly, the Bank is entitled to debit from the Account the amounts of such transactions made and electronically registered.

The Account holder shall bear all losses arising from the loss, improper treatment, misuse, or forgery of the Debit Mastercard, as well as all risks arising from the use of the code (PIN), unless the Bank is at gross fault.

### 7. Assumption of losses in the event of no fault

On the condition that the Cardholder has followed the terms and conditions of use for the Debit Mastercard in full (in particular the due diligence obligations) and is not at fault in any other way, the Bank shall assume losses incurred by the Account holder as a result of misuse of the Debit Mastercard by third parties in its functions as a cash withdrawal card, payment card or means of identification. The same applies for losses resulting from forgery or falsification of the Debit Mastercard. Account holders and their authorized representatives, spouses, and persons who live in the same household as the Account holder or their authorized representatives are not to be regarded as "third parties" within the meaning of this section 7.

However, the Bank shall not assume losses for which an insurance company is liable, any indirect or consequential losses, or any losses resulting from technical faults or operational downtime.

### 8. Technical faults and operational downtime

The Cardholder shall not be entitled to any compensation for technical faults and operational downtime that prevent the cash withdrawal and/or payment functions of the Debit Mastercard from being used. The Bank accepts no liability for the correctness or completeness of information and notifications that can be acquired via ATMs, terminals, screens, or other IT systems.

### 9. Limits

The Bank sets limits for each Debit Mastercard issued and announces these in an appropriate manner. It is the responsibility of the Account holder to inform any authorized representatives of the limits.

### 10. Transaction receipt

A transaction receipt can be requested by the Cardholder at the majority of ATMs, and will be produced either automatically or on request when paying for goods and services. Consequently, the Bank itself does not send any debit notes.

## III. DEBIT MASTERCARD FOR OTHER SERVICES BY THE BANK

If the Debit Mastercard is used with the code (PIN) at the devices of a bank for (Bank-owned or non-Bank-owned) ATM functions, the following terms and conditions apply in addition:

### 1. Access options

As part of the Bank-owned and non-Bank-owned ATM functions, the Debit Mastercard also grants access to other accounts belonging to the Account holder and approved by the Bank in addition to the Account named on the Debit Mastercard. The Bank accepts no liability for the correctness and completeness of the information (balances etc.) that can be queried.

### 2. Restrictions on use

Payments may be declined if the Account does not contain sufficient funds, if no appropriate credit limit has been approved or if the withdrawal limit of the Account or Debit Mastercard in question has been exceeded.



### 3. Limits

The Bank sets limits for each Debit Mastercard issued and announces these in an appropriate manner. It is the responsibility of the Account holder to inform any authorized representatives of the limits.

## IV. DATA PROTECTION

### 1. Processing and forwarding of data and the involvement of third parties

If required to perform the services under these terms of use, the Cardholder shall permit the Bank to process all information in relation to the use of the Debit Mastercard (e.g. card and transaction reference numbers, transaction amounts and dates).

The Cardholder gives the Bank permission to involve third parties in Liechtenstein and other countries in the course of fulfilling its tasks within the scope of these terms of use. In particular, the Cardholder accepts that the agents commissioned by the Bank to process the card transaction and the Bank's contractors (e.g. for card personalization) may obtain knowledge of the Cardholder's data to the extent required to fulfill their tasks with due diligence.

The Bank is entitled to cede its claims vis-à-vis the Cardholder to third parties at any time. The Cardholder accepts that the Bank may disclose card data to fulfill legal or regulatory obligations to disclose information and to uphold legitimate interests (for example, for recovery proceedings) in Liechtenstein and other countries.

### 2. Debit Mastercard with third-party services or benefits

If the Bank, in collaboration with external service providers, offers special Debit Mastercards or related programs, the bank shall make the required personal data of the Cardholder (e.g. name, e-mail address, phone number) available to these service providers. In this case, the third-party service provider may contact the Cardholder directly. The Cardholder releases the Bank from bank-client confidentiality in this regard and consents to data sharing.

The Bank is also entitled to use information arising from the use of the Debit Mastercard to market products and services that the Bank believes the Cardholder will be interested in. The Bank accepts no liability for transactions entered into by the Cardholder with the third-party service provider. If the conditions for using the Debit Mastercard in question cease to be met, the Bank may inform the third-party service provider and revoke the particular Debit Mastercard.

### 3. Transaction processing and fraud prevention

By using the Debit Mastercard, transaction data (in particular, card and transaction reference numbers, transaction and invoice amounts, dates of entry and invoice) will be disclosed to national and international payment systems and their contractors commissioned with the task of processing card transactions. In certain cases (e.g. hotel stays, bookings), other data may be transmitted to them, e.g. the name of the Cardholder or the person for whom the transaction is being made.

The international payment systems are entitled to involve additional order data processing.

The Cardholder accepts that places of acceptance in the EEA and Switzerland will also forward transaction data to the card issuer or the third parties commissioned to process the transaction data.

### 4. Remote payments (e.g. online shops and service providers)

In the case of remote payments made over the internet, the place of acceptance may also transmit data such as the card number, surname and first name, time of purchase, transaction amount, phone number and e-mail address, billing and delivery address of the buyer or service recipient, and the device ID and IP address from which the payment was made over the global networks of Mastercard to the Bank or the third party commissioned to process the data in Liechtenstein or abroad. The Bank and third parties commissioned by the Bank are entitled to process this data for the purpose of approving a transaction and analyzing fraud patterns and to generate profiles from it.

### 5. Processing and forwarding of data abroad

The Bank is also authorized to send the Cardholder security notifications (e.g. fraud warnings) to the cell phone number that they have provided so that third parties, e.g. network and service operators, may be able to infer a banking relationship or access data.

National and international payment systems may process the data transmitted to them for their own purposes and in accordance with the applicable data protection regulations in Liechtenstein and other countries, including potentially in jurisdictions where an adequate standard of data protection cannot be guaranteed.

It should be noted that EEA law (e.g. data protection legislation) is limited to EEA territory and that data transferred abroad therefore no longer enjoys protection under EEA law. To this extent, the Cardholder expressly releases the Bank from the obligation to uphold bank-client confidentiality and data protection for data processed abroad.

### 6. Updating service

The Cardholder may store card details on file at places of acceptance (e.g. online services, subscriptions, memberships) from which goods or services are purchased on a recurring basis and where the payment is processed by card. To ensure uninterrupted card payments with the places of acceptance, the card number and updated expiry date will automatically be forwarded to Mastercard when a Debit Mastercard expires.

The Cardholder accepts that the Bank will transmit the card number and expiry date of their Debit Mastercard for updating services on international payment systems. The Bank gives the Cardholder the option to opt out of the updating services. The Cardholder may at any time notify the bank that they would like to opt out.

### 7. Obtaining consent from third parties

The Cardholder confirms that third parties (e.g. joint Account holders or authorized representatives) whose data will be made accessible under these terms of use, have been informed in advance of the data processing described above and have given their consent.

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