



Terms and Conditions of Use for Maestro Cards

Valid from 15 March 2020

Please note: All terms referring to persons in this document refer to persons of both genders. This also applies to the plural form.

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I. General provisions

1. Types of use (functions)

Depending on the agreement, the Maestro card can be used for one or more of the following functions:

- as a cash withdrawal card and a payment card for the payment of goods and services (see section II) in Liechtenstein, Switzerland and abroad
- for other services provided by the card-issuing bank (see section III)

2. Account relationship

The Maestro card always refers to a specific account (hereinafter referred to as the "account") at the card-issuing bank (hereinafter referred to as the "Bank").

3. Authorised card holder

(hereinafter referred to as "card holder")

Card holders can be account holders, authorised representatives or authorised card holders designated by the account holder. The Maestro card is always issued in the name of the card holder.

4. Property

The Maestro card remains the property of the Bank.

5. Fee

The Bank may charge the account holder fees that have to be notified in an appropriate manner for issuing and authorising the Maestro card as well as for processing transactions made using the Maestro card. These fees will be charged to the account on which the Maestro card is issued.

6. Card holder's duty of care

In particular, the card holder has the following duties of care:

a) Signature

Upon receipt of the Maestro card, the card holder must sign it immediately in the space provided for this purpose.

b) Safekeeping

The Maestro card and Maestro PIN must be stored separately and with due care.

c) Secrecy of the Maestro PIN

The Maestro PIN must be kept secret and may under no circumstances be passed on to other persons by the card

holder. In particular, the Maestro PIN may not be noted on the Maestro card or kept together with the Maestro card in any other way, even in altered form.

d) Change of Maestro PIN

Maestro PINs changed by the card holder may not consist of easily identifiable number combinations (such as telephone numbers, dates of birth, car registration numbers, etc.).

e) Passing on of Maestro card

The card holder may not pass on his Maestro card or hand it over or otherwise make it available to third parties.

f) Notification of loss

If the Maestro card or Maestro PIN is lost or the Maestro card is left in a device, the office designated by the card-issuing bank must be informed immediately (see also sections II.5 and II.10).

g) Monitoring obligation and reporting of discrepancies

The account holder is obliged to check the relevant account statements immediately upon receipt and to notify the Bank of any discrepancies – in particular debits due to misuse of the card – immediately, but no later than 30 days after receipt of the account statement for the relevant accounting period. After this period, all transactions shall be deemed to have been accepted by the account holder.

h) Reporting to the police

The card holder must report criminal offences to the police. To the best of his knowledge, he must contribute to the investigation of any loss event and the reduction of the resulting damage.

7. Coverage obligation

The Maestro card may only be used if the account has the required coverage (credit balance or credit limit).

8. Debit right of the Bank

The Bank is entitled to debit the account with all amounts resulting from the use of the Maestro card (according to section I.1) (see sections II.5 and III.2). The Bank's right to debit the card remains unrestricted even in the event of disputes between the card holder and third parties. Amounts in foreign currency are converted into the currency of the account.



**9. Period of validity and renewal of the card**

The Maestro card is valid until the expiry date printed on it. In the event of proper business transactions and without an express waiver by the card holder, the Maestro card will automatically be replaced by a new Maestro card before the expiry date printed on it.

10. Cancellation

The card can be cancelled at any time. The revocation of a power of attorney in accordance with section 1.3 has the same effect as cancellation. After cancellation, the Maestro card must be returned to the Bank immediately and without prompting. Early recall or return of the card does not give rise to a claim for a refund of the annual fee. Despite cancellation, the Bank shall remain authorised to debit the account with all amounts attributable to card transactions carried out prior to the effective return of the Maestro card.

11. Changes in the terms and conditions

The Bank reserves the right to amend these terms and conditions at any time. Changes will be communicated in an appropriate form and will be deemed to have been approved if the Maestro card is not returned before the changes come into effect.

12. General Terms and Conditions of Business

In all other respects, the Bank's General Terms and Conditions of Business and the General Terms and Conditions Governing Payment Services shall apply.

II. Maestro card as cash withdrawal and payment card

1. Cash withdrawal function

The Maestro card can be used at any time to withdraw cash together with the Maestro PIN at appropriately marked ATMs in Switzerland and abroad or by signing the transaction slip at appropriately marked providers, up to the card limit set for the Maestro card.

2. Payment function

The Maestro card can be used at any time to pay for goods and services in Switzerland and abroad together with the Maestro PIN or by signing the transaction slip at appropriately marked providers, up to the card limit set for the Maestro card.

3. Maestro PIN (= secret code)

In addition to the Maestro card, a Maestro PIN is sent to the authorised card holder in a separate, sealed envelope. This is a six-digit, machine-calculated secret code that is unique to the card and is not known to the Bank or third parties. If several Maestro cards are issued, each Maestro card will receive its own Maestro PIN.

4. Change of Maestro PIN

The card holder is advised to select a new six-digit Maestro PIN at ATMs set up for this purpose, which will immediately replace the previous Maestro PIN. This change can be made as often as required and at any time.

In order to increase protection against misuse of the Maestro card, the selected Maestro PIN may not consist of easily identifiable combinations (see section 1.6 d), nor may it be noted on the Maestro card or stored in any other way, even in altered form, together with the Maestro card.

5. Identification, debits and risk-bearing

Any person who identifies themselves by inserting the Maestro card and entering the matching Maestro PIN into a device set up for this purpose, or who signs the corresponding transaction slip, is considered authorised to make cash withdrawals or payments with this Maestro card; this also applies if this person is not the actual card holder. Accordingly, the Bank is entitled to debit the amount of the transaction thus executed and electronically registered to the account. The risks arising from the misuse of the Maestro card are thus borne by the account holder.

6. Assumption of liability for damage in the case of no-fault

Provided that the card holder has complied in all respects with the conditions for using the Maestro card (in particular the duties of care pursuant to section 1.6) and that he/she is not at fault in any other way, the Bank will assume any loss or damage incurred by the account holder as a result of misuse of the Maestro card in its function as a cash withdrawal or payment card by third parties. This also includes damage resulting from forgery or falsification of the Maestro card. Card holders and their spouses and persons living in the same household as the card holder are not considered to be third parties. Loss or damage for which an insurance company has to pay as well as possible consequential damage of any kind is not covered.



7. Technical faults and breakdowns

The card holder shall not be entitled to any claims for damages as a result of technical malfunctions and operational failures that prevent the Maestro card from being used in its cash withdrawal and/or payment function.

8. Card limits

The Bank sets the limit per Maestro card issued and communicates this in an appropriate form. The account holder is responsible for informing any authorised representatives about card limits.

The Bank is entitled to adjust the card limit at any time without prior notice to the card holder and/or account holder and without stating its reasons for doing so.

9. Transaction receipt

The card holder receives a transaction receipt when withdrawing cash from most ATMs (on request) and when paying for goods and services (automatically or on request). The Bank itself therefore does not send any debit notes.

10. Blocking

The Bank is entitled to block the Maestro card at any time without prior notification to the card holder and without stating its reasons for doing so. The Bank will block the Maestro card if the card holder expressly requests it, if the card holder reports the loss of the Maestro card and/or the Maestro PIN, as well as when the Maestro card is cancelled. Card holders without account authorisation can only have Maestro cards in their name blocked. Blocking can only be requested at the office designated by

the card-issuing bank. The Bank is entitled to debit the account for transactions with the Maestro card before the blocking becomes effective within the usual business period. The costs associated with the blocking can be charged to the account. Blocking shall only be lifted again with the written consent of the account holder provided to the Bank.

11. Country setting

Each Maestro card has an implemented country setting (geo-blocking). The default setting is made for the following countries: Liechtenstein, Switzerland and all EU countries.

The settings apply to each Maestro card separately and can be changed by the authorised card holder at any time by way of written notification to the Bank. The account holder can change the country settings for all Maestro cards issued on the account by way of written notification to the Bank.

The Bank will block the Maestro card at any time and without prior notice to the card holder if the Maestro card is used in a country that has not been set by the card holder and/or the account holder.

III. Maestro card for other Bank services

If the Maestro card is used for other Bank services, these shall be governed exclusively by the provisions agreed with the Bank for this purpose.