



**LOMBARD ODIER**  
LOMBARD ODIER DARIER HENTSCH

# Lombard Odier Framework Conditions

## Terms and Conditions of Use for the Mastercard debit card

With **Bank Lombard Odier & Co Ltd**  
(hereinafter referred to as "**Lombard Odier**" or the "**Bank**")

# A. General provisions

## 1. General information

These Terms and Conditions of Use are applicable to Mastercard debit cards (hereinafter the **"DMC Card"**) issued by Bank Lombard Odier & Co Ltd (hereinafter the **"Bank"**). The Bank engages the services of a third party (the **"Processor"**) to perform certain operational tasks in relation to DMC Cards.

## 2. Bank account

DMC Cards are always issued in connection with an account opened with the Bank (hereinafter the **"Account"**).

## 3. DMC Cardholder

The "DMC Cardholder" may be the Account holder, a power of attorney holder or a person designated by the Account holder. The DMC Card is issued in the name of the DMC Cardholder.

The issue of a DMC Card in the name of a power of attorney holder or a person designated by the Account holder does not give rise to a contractual relationship between such persons and the Bank.

## 4. Acceptance of the Terms and Conditions of Use

The Account holder hereby confirms that they have read and accept these Terms and Conditions of Use and agree with the fees applicable in relation to the use of the DMC Card, according to the fee schedule made available to the Account holder by the Bank.

The Account holder guarantees to the Bank (i) that all DMC Cardholders agree to be bound by these Terms and Conditions of Use, any amendments hereto and any other conditions applicable to the DMC Card, and (ii) that they shall pass on the information provided by the Bank to the DMC Cardholders.

## 5. DMC Card functions

The DMC Card may be used for the following functions:

- to withdraw cash from automated teller machines (ATMs) in Switzerland and abroad;
- to pay for goods and services in Switzerland and abroad;
- to pay for goods and services on the Internet;
- to use services offered by certain mobile payment operators ;
- to consult the balance of the DMC Card's spending limits at ATMs.

The Bank reserves the right to modify the Card's functions at any time and with immediate effect.

## 6. Property

The DMC Card shall remain the property of the Bank at all times.

## 7. Fees

The Bank may decide to charge fees – in accordance with the fee schedule it provides to the DMC Cardholder – for the issue of the DMC Card, as well as for the processing of transactions carried out using the DMC Card. These fees shall be debited to the Account linked to the DMC Card.

The Bank may modify its fees at any time and with immediate effect. In the event of disagreement, the Account holder may cancel the DMC Card(s) issued in connection with the Account.

## 8. DMC Card PIN

In addition to the DMC Card, the DMC Cardholder shall receive a code from the Bank (hereinafter the "**PIN**"), sent separately in a sealed envelope. This is a secret six-digit code associated with the DMC Card. It is not known to the Bank or any third party. If several DMC Cards are issued, each Cardholder shall be given a different PIN.

It is recommended that the DMC Cardholder choose a new six-digit PIN for the DMC Card at an ATM with a Change/Reset PIN option. The new PIN code will immediately replace the previous one. The PIN may be changed at any time and as often as the DMC Cardholder wishes. To enhance protection against misuse of the DMC Card, the PIN selected for the DMC Card must not be made up of an easy-to-guess combination, or written on or stored with the DMC Card, even in modified form (see also Section A.9 below).

## 9. DMC Cardholder's duty of care

Each DMC Cardholder shall fulfil the following duties of care, in particular:

- Safekeeping: The DMC Card and the DMC Card PIN must be stored carefully and separately from each other.
- Secrecy of the DMC Card PIN: The DMC Card PIN must be kept secret and must in no circumstances be shared with others by the DMC Cardholder. In particular, the DMC Card PIN must not be written on the DMC Card, even in modified form.
- Changing the DMC Card PIN: The new DMC Card PIN must not be made up of combinations that are easy to guess (for example: telephone number, date of birth, car registration number, etc.).
- Transfer of the DMC Card: The DMC Cardholder may not transfer their DMC Card. In particular, they may not give or make their DMC Card accessible to third parties.
- Notification in the event of loss: The point of contact designated by the Bank must be notified immediately if the DMC Card or DMC Card PIN is lost, or if the DMC Card becomes stuck in an ATM.
- Duty to monitor and notify any irregularities: The Account holder must check their Account statements as soon as they are received or made available in their electronic mailbox. The Account holder must notify the Bank in writing of any debits made as a result of fraudulent use of the DMC Card or any other irregularities, at the latest within 30 days of receipt / availability of the Account statement. After that, such transactions shall be deemed irrevocably approved by the Account holder.
- Reporting loss or theft to the police: In the event that criminal acts are committed, the Account holder must report them to the police. They must make every effort to assist in the investigation and minimise the loss.
- Regulatory compliance: The Account holder and the DMC Cardholder agree to comply with the requirements of the applicable regulations at all times, particularly the rules pertaining to the prevention and suppression of corruption, as well as the fight against corrupt practices and bribery of foreign public officials.

## 10. Coverage

The DMC Card may only be used if adequate funds are available in the Account (cash balance or authorised credit limit). If the available balance is insufficient, the Bank has the authority to decline the transaction.

## 11. Debit authorisation by the Bank

The Bank is authorised to debit all amounts resulting from the use of the DMC Card as well as any related fees to the Account holder's Account.

The Bank shall retain this debit authorisation in full, even in the event of disputes between the Account holder, the DMC Cardholder and/or third parties.

Amounts in foreign currency are converted into the currency of the Account. Foreign currency transactions will lead to processing fees. The amount of such fees is indicated in the applicable fee schedule. Foreign currency is converted into the currency of the Account based on an exchange rate established by the Processor on the date the relevant transaction is processed. The exchange rate is subject to market fluctuations and may be changed by the Processor at any time. The exchange rate at the time of the transaction may differ from the rate actually debited to the account. If the DMC Card linked to an Account held in Swiss francs is used to make a Swiss franc payment at foreign acceptance points, the Bank may charge processing fees.

## 12. **debiX+ application**

The Processor shall make the online application debiX+ (hereinafter the "**debiX+ App**") available to DMC Cardholders for management of the DMC Card. The debiX+ App can be used to view transactions, as well as to monitor and confirm online payments, for example through the use of 3-D Secure technology. To access the debiX+ App, each DMC Cardholder must register and set the authentication methods required for this service. In addition to these Terms and Conditions of Use, the DMC Cardholder shall also be required to accept the specific provisions brought to their attention when subscribing to or logging into the debiX+ App.

## 13. **DMC Card expiry and renewal**

The DMC Card shall expire at the end of the month indicated on the card. If the normal course of business allows and unless expressly waived by the Account holder, the DMC Card shall be automatically replaced by a new DMC Card before the end of the month indicated on the card.

## 14. **Notification of changes**

The Bank must be immediately notified in writing of any changes to the DMC Cardholder's details (in particular, changes of address). In all other respects, the General Terms and Conditions of the Bank shall apply with regard to the obligations of the Account holder and DMC Cardholder to inform the Bank.

## 15. **Cancellation**

The DMC Card may be cancelled by the Bank or the Account holder at any time by sending a notification to the other party.

The withdrawal of a power of attorney over the Account shall not automatically result in cancellation of the DMC Card. Similarly, the death or loss of civil rights of the Account holder or DMC Cardholder shall not automatically result in the cancellation of the DMC Card.

Immediately and spontaneously following cancellation, the DMC Cardholder shall be obliged to return or render unusable the physical cards and delete any virtual cards from mobile payment applications.

The right to use the DMC Card shall lapse on termination of the contractual relationship. Until the Bank has implemented the cancellation operationally (which could take some time), the Bank remains authorised to debit to the Account any amounts resulting from transactions carried out with the DMC Card as well as any related fees.

The Account holder shall be fully liable for any losses resulting from use of the DMC Card following termination of the contractual relationship. Any illegal use of the DMC Card may result in civil and/or criminal proceedings.

An early request for termination or the early termination of the DMC Card shall not give rise to the right to reimbursement of the annual fees.

## 16. **Amendments to these Terms and Conditions of Use**

The Bank reserves the right to amend these Terms and Conditions of Use at any time. Amendments shall be notified in an appropriate form and shall be deemed to have been accepted if the contractual relationship relating to the DMC Card is not terminated within 30 days of notification of the new Terms and Conditions of Use being sent.

Amendments to the Terms and Conditions of Use shall be notified to DMC Cardholders. If the Account holder is not a DMC Cardholder, they shall be deemed to have received the new Terms and Conditions of Use as soon as these are notified to the holder of a DMC Card linked to the Account.

## 17. **General Terms and Conditions**

For all other matters, the General Terms and Conditions of the Bank shall apply, including with regard to the applicable law and place of jurisdiction.

## B. Special provisions applicable when using the DMC Card as a cash withdrawal and payment card

### 1. Authentication

Any person who authenticates themselves

- by using the DMC Card and entering the related PIN in a device equipped for this purpose;
- by simply using the DMC Card (for example, when making contactless payments);
- by signing the physical or electronic proof of payment;
- by confirmation using the 3-D Secure system or entering an SMS code;
- by indicating or entering the name printed on the card, the card number, the expiry date and three-digit security code (CVV, CVC) at the acceptance point;
- by entering the usernames and/or passwords agreed with the acceptance point if the DMC Card details are registered;
- by means of any biometric process used by the Bank (e.g. digital fingerprint, facial recognition) on a mobile device;
- by another authentication method accepted by the Bank,

is authorised to carry out a transaction using the relevant DMC Card. This applies even if this person is not the Account holder or the DMC Cardholder. Consequently, the Bank is authorised to debit the amount corresponding to the relevant transaction to the Account.

The risks arising from misuse of the DMC Card are thus in principle borne by the Account holder (subject to the allocation of liability provided for in section B.2 below).

### 2. Losses related to fraudulent use of the DMC Card

It is the responsibility of the Account holder and each DMC Cardholder to store the DMC Card and the access codes carefully in order to prevent access by unauthorised persons. It is their responsibility to take appropriate measures to prevent the risk of fraud in the use of the DMC Card. The Account holder shall bear any losses resulting from non-compliance with their duty of care.

More generally, the Account holder shall be liable for losses resulting from authentication faults or undetected fraud, except in the case of gross negligence or wilful misconduct on the part of the Bank.

The DMC Cardholder must take all necessary measures to clarify and reduce the losses suffered in the event of misuse. All fees and expenses incurred by the Bank as a result of claims made in bad faith or with fraudulent intent shall be charged to the Account holder.

If – in exceptional circumstances and based on a decision taken by the Bank at its sole discretion – the Account holder is compensated by the Bank, the Account holder must provide all declarations and/or take all steps necessary to assign to the Bank all claims arising from the loss.

### 3. Non-acceptance of the DMC Card or rejection of a transaction

The Bank shall accept no responsibility if the DMC Card is declined by an acceptance point for any reason whatsoever, or if the DMC Card cannot be used as a means of payment or withdrawal due to a technical fault or other reasons. This shall also apply if it is not possible to use the DMC Card with a device or if the DMC Card is damaged or rendered unusable by a device.

Transactions in or involving countries subject to sanctions (the list of relevant countries is determined at the discretion of the Bank) are not permitted and shall be automatically blocked. In such cases the DMC Cardholder is not entitled to any compensation.

In the cases described above, the Bank shall accept no liability for any fees or penalties, or any losses arising from a missed opportunity.

### 4. Technical malfunctions and service disruption

A DMC Cardholder may not claim for damages following technical disruptions or malfunctions that prevent the use of the DMC Card.

### 5. Usage limits

The Bank shall establish usage limits for each DMC Card issued, which it shall communicate to the Account holder in an appropriate form. It is the responsibility of the Account holder to inform any other DMC Cardholders of the usage limits. However, the Bank is entitled – at its discretion – to authorise transactions that exceed the established usage limits or the amount of funds available in the account.

## **6. Transaction receipts**

The DMC Cardholder will receive a transaction receipt on request when withdrawing cash from most ATMs, and either automatically or upon request when paying for goods and services. Consequently, the Bank itself shall not send out debit notices.

## **7. Blocking**

The DMC Cardholder is entitled to request that the DMC Card be blocked at any time, either through the debiX+ App, by contacting the Bank or its Processor at the phone number on the DMC Card. The DMC Cardholder can block DMC Cards issued in their name only.

The Bank is authorised to block the DMC Card at any time without prior notice to the Account holder or the DMC Cardholders or giving reasons. Moreover, the Bank shall block the DMC Card if the DMC Cardholder informs it that the DMC Card has been lost or the DMC Card PIN has been divulged, or if the DMC Card is cancelled.

The Bank shall implement the block within a reasonable period. If a request is made to block the DMC Card, the Bank may debit to the Account holder's Account any amounts resulting from use of the DMC Card before it could be blocked.

Any applicable fee for blocking the DMC Card is debited to the Account.

The card can only be unblocked once a declaration has been issued to the Bank in writing (or by other electronic means) by the Account holder.

## **8. Recurring services**

If they are no longer wanted, recurring services paid for using the DMC Card (in particular, subscriptions to magazines and online services) must be cancelled directly through the relevant acceptance points. In the event of termination of the contractual relationship with the Bank, or if the DMC Card expires, is cancelled or is blocked, the Account holder shall be responsible for contacting the acceptance point to amend the payment method or to cancel all the services provided that incur standing orders.

## **9. No liability for transactions carried out using the DMC Card**

The Bank shall accept no liability for transactions carried out using the DMC Card. In particular, the Account holder must settle any legal disputes in relation to claims concerning products or services purchased, or any other disputes or claims arising from these legal acts, directly with the acceptance point. Such legal disputes shall not affect the Bank's right to debit the Account.

## **10. No guarantee regarding the accuracy of information**

The Bank does not guarantee the accuracy or completeness of the information and notifications provided by ATMs, terminals, screens, the debiX+ App or other IT systems. In particular, information relating to the Account (for example, balances, statements, transactions, etc.) shall be considered provisional. They shall in no way be binding upon the Bank.

# **C. Geoblocking function**

To protect against the risk of fraud such as card skimming (copying of bank card data), the DMC Cardholder may activate the geoblocking function, which makes it possible to block all or part of the geographical zones where they do not wish the DMC Card to be used.

The DMC Cardholder may expand or reduce these zones at their discretion by contacting the Bank. The Bank shall execute such instructions within the period customarily required to perform this kind of a geoblocking process.

When the DMC Card is renewed, the new DMC Card will be configured in the same way as the DMC Card it replaces.

## D. Processing and sharing personal data / waiver of banking secrecy

The information provided below regarding the processing of personal data by the Bank shall apply in addition to the information contained in the Lombard Odier Group's Privacy Policy, the current version of which can be consulted on the Bank's website (<https://www.lombardodier.com/fr/privacy-policy>) and obtained from the Bank

The Account holder must inform third parties whose personal data is processed by the Bank in connection with the DMC Card (particularly DMC Cardholders) about the processing of their personal data by the Bank. At the Bank's request, the Account holder shall provide the Bank with proof that such information has been transmitted.

### 1. Processing of personal data by the Bank in connection with the use of the DMC Card

The Bank is responsible for processing the personal data of DMC Cardholders in order to provide the services associated with the DMC Card.

The Bank may exchange transaction data resulting from use of the DMC Card with the **Processor**, which may pass on the data to its contractual partners:

- Each DMC Cardholder acknowledges that the card organisation (Mastercard) and its contractual partners with responsibility for processing transactions shall have access to transaction data (card and transaction numbers, amount and date of the transactions, accounting and invoicing dates, information about the acceptance point).
- In certain cases (for example, purchase of airline tickets, hotel bills, vehicle rental), the card organisation (Mastercard) shall also have access to other information, such as the name of the DMC Cardholder or the name of the person for whom the transaction is carried out. Each DMC Cardholder acknowledges that acceptance points in Switzerland (for example, merchants) share transaction data with the Bank or third parties responsible for processing by means of the network operated by the card organisations (Mastercard).
- Furthermore, the acceptance point may share data with the Bank or third parties in Switzerland or abroad responsible for processing the transaction. For instance, the DMC Card number, date and time of the purchase, the transaction amount, first and last names, telephone number and e-mail address, billing and delivery address of the purchaser or service recipient, as well as the device serial number and IP address from which the payment was made. The Bank and such third parties are authorised to process, collate, record and use this data for the purpose of authorising a transaction.
- The data shared with or received by the card organisation (Mastercard), may be processed by the organisation for its own purposes and in accordance with its own rules regarding data privacy in Switzerland and abroad (including in countries that may not have data privacy standards equivalent to those applicable under Swiss law).

Data sharing is required in order for the Bank to provide the services associated with the DMC Card (contract execution). In the event of an objection to data processing, the Bank shall no longer be able to provide the services associated with the DMC Card and, therefore, the contractual relationship in relation to the DMC Card will have to be cancelled.

**With regard to any transmission of data regarding the Account holder, the DMC Cardholders or the Account to third parties as described in these Terms and Conditions of Use, the Account holder relieves the Bank of its obligation to comply with banking secrecy (Article 47 of the Swiss Federal Banking Act and similar provisions).**

### 2. Processing of personal data for other purposes

Information related to DMC Cardholders and their use of the DMC Card and associated services may be processed by the Bank, the Processor, the card organisation (Mastercard) and their respective contractual partners for the purposes of (i) combating fraud, money laundering and similar crimes (ii) managing incidents of fraud and (iii) managing helpdesk services.



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