



## Specific Provisions Regarding the Use of Your Mastercard Edmond de Rothschild (Suisse) S.A. Debit Card Within Mobile Payment Solutions

These specific provisions govern the registration of your Edmond de Rothschild (Suisse) S.A. Mastercard Debit Card (hereinafter the “**Card**”) in mobile payment solutions offered by third-party providers (hereinafter the “**Mobile Payment Solutions**”).

### 1. Purpose

Edmond de Rothschild (Suisse) S.A. (hereinafter the “**Bank**”) allows you to register your Card in mobile payment solutions. Mobile payment solutions enable you to make payments using an electronic wallet on mobile devices such as smartphones and other portable devices (hereinafter the “**Devices**”).

### 2. Links to Other Contractual Provisions

These specific provisions are an integral part of the agreement between you and the Bank, which includes the Terms of Use of the Mastercard Debit Card (available on [www.edmond-de-rothschild.com](http://www.edmond-de-rothschild.com)) (hereinafter the “**DMC Terms of Use**”). In case of any contradiction, these specific provisions prevail over the DMC Terms of Use. Unless these specific provisions provide different definitions, terms used have the same meaning as in the DMC Terms of Use.

### 3. Mobile Payment Solutions Provider

The Mobile Payment Solution is provided by the electronic wallet provider and/or the device manufacturer (including, in both cases, affiliated companies and/or subcontractors) (hereinafter the “**Provider**”), in accordance with its own terms of use. The Bank is not the provider of the Mobile Payment Solution but only allows you to register your Card in the Provider’s Mobile Payment Solution according to these specific provisions.

You acknowledge and agree that the Provider may at any time modify or adapt the functionalities of the Mobile Payment Solution at its discretion and is free to suspend the Mobile Payment Solution temporarily or permanently. You have no claims against the Bank regarding the functioning of the mobile payment solution.

You acknowledge that the Provider and the Bank are independent of each other and have separate responsibility for processing your personal data.

**By registering your Card in the Provider’s Mobile Payment Solution, you acknowledge and agree that the Provider processes your personal data (including transaction data) as an independent data controller, according to its own terms of use and data protection declaration.** The Provider collects your personal data (such as cardholder and activated card data, as well as transaction data) to offer the mobile payment solution. The Provider processes your personal data for its own purposes in Switzerland or abroad. You acknowledge and agree that it is the Provider’s responsibility to comply with applicable legal and contractual requirements in processing your personal data. The Bank has no influence over the processing of your personal data by the Provider. Any claims regarding the Provider’s processing of your personal data should be addressed directly with the Provider.

**Furthermore, by registering your Card in the Mobile Payment Solution, you agree that the Provider (and its affiliates and subcontractors) may become aware of the existence of a banking relationship between you and the Bank, releasing the Bank from its banking and professional secrecy obligations (article 47 of the Federal Banking Law and equivalent provisions).**

### 4. Card Activation

You may only register one Card under your name in the mobile payment solution. By performing this operation, you must also comply with the contractual conditions of the Provider. The Bank may at its discretion refuse your Card(s) to be used in the Mobile Payment Solution. Activation of your Card for use with mobile payment solutions can be carried out through several channels, such as through an app, by sending an SMS, or by making a phone call. For this purpose, the Bank may send one-time use activation codes and information related to activation/use of the Mobile Payment Solution to the mobile number registered in your business relationship with the Bank.

**This process may enable third parties such as network operators or telecommunication companies to deduce the existence of a banking relationship between you and the Bank and/or access relevant information about you. In this context, you release the Bank from its obligations regarding banking and professional secrecy (article 47 of the Federal Banking Law and equivalent provisions).**

### 5. Authorization to Conduct Transactions

Transactions are authorized according to rules established by the Provider. **By conducting a transaction using the Mobile Payment Solution, you irrevocably authorize the Bank to debit the account linked to the Card for the corresponding amount.**



## 6. Duties of Care

The duties of care stipulated in the DMC Terms of Use apply when using Mobile Payment Solutions.

Additionally, you are required to take care of the device used for the Mobile Payment Solution and protect it with appropriate measures, such as regular updates. Access to your electronic wallet or device must be protected by a password/PIN or another method (such as fingerprints or facial recognition) according to the Provider's guidelines. Such legitimation means according to the Provider's guidelines also enable authorization of transactions using mobile payment solutions. The diligence duties as specified in the DMC Terms of Use apply to these legitimation methods and must be kept secret.

If you suspect abuse of a Card or device, in case of loss or theft of a Card or the device, or if you suspect misuse of your electronic wallet, you must immediately block the Card, device, or wallet and report it to the Bank's customer service (contact details on the Bank's website).

When your device is not in use, or in case of change of the device, you must ensure the Mobile Payment Solution cannot be accessed by an unauthorized third party (notably by deleting registered card data and blocking the device token).

## 7. Information on Data Processing

In executing transactions made via the Card, your personal data is processed according to the indications found in the DMC Terms of Use and the Bank's Personal Data Protection Charter (available at [www.edmond-de-rothschild.com](http://www.edmond-de-rothschild.com)).

The Bank informs you that some of your personal data may be transferred to the Provider and international card organizations (according to the explanations found in the DMC Terms of Use and the Bank's Personal Data Protection Charter). Specifically, in using the Mobile Payment Solution, the Provider and international card organizations receive necessary personal data for using the wallet (cardholder's name and address, and card information) and device information (such as the device serial number).

International card organizations and the Provider process your personal data under their own responsibility according to section 3 of these specific provisions (which also applies to international card organizations).

Generally, data regarding yourself, the Card, and the device used within the Mobile Payment Solution may be transmitted to third parties in Switzerland or abroad and may be processed by these third parties to execute the concerned service. **You consent that due to such data transfers, third parties may become aware of the existence of a banking relationship between you and the Bank, releasing the Bank from its banking and professional secrecy obligations (article 47 of the Federal Banking Law and equivalent provisions).**

## 8. Liability

The service provided by the Bank is limited solely to allowing registration of your Card in the mobile payment solution. Within the limits of the law, the Bank declines all responsibility for damages caused by the use of the mobile payment solution.

## 9. Modification of these Specific Provisions

The Bank has the right to modify these specific provisions at any time. In this case, it is incumbent upon the Bank to announce modifications beforehand, appropriately. If no written objection is made within a month from their publication (and in all cases, upon first use of the Card in the Mobile Payment Solution following the availability of the modified version of these specific provisions), the modifications are deemed to be accepted.

Notwithstanding the above, the Bank has the right to terminate the service provided by the Bank (i.e., allowing registration of your Card in the mobile payment solution) at any time with immediate effect).

## 10. Applicable Law and Jurisdiction

All your contractual relationships with the Bank are governed by Swiss law. The place of performance, place of further proceedings for clients domiciled abroad, and exclusive jurisdiction for any and all processes are in Geneva. The Bank reserves the right to take action at your domicile or before any other competent court.

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