Hypothekarbank Lenzburg

Terms and Conditions for the Use of the Payment Card

1. Scope of application

These terms and conditions for the use of the payment card (hereinafter «Terms and Conditions») apply to the contractual relationship set out in Section 2 and supplement the General Terms and Conditions (GTC).

2. Contractual relationship and definitions

2.1. Hypothekarbank Lenzburg AG (hereinafter «HBL») as the card issuing bank provides the Cardholder with a physical and/or virtual Payment Card with corresponding card data (hereinafter jointly referred to as the «Payment Card») and authorisation means, thereby enabling them in particular to obtain goods and services without cash.

2.2. The Payment Card, as well as the card data, always refer to a specific bank account or PrePaid account at HBL (hereinafter «Account») and are in the name of the Cardholder.

2.3. The Cardholder may be the Account holder, an authorised representative or another person designated by the Account holder (hereinafter together «Cardholder»).

2.4. The Account holder undertakes towards HBL to settle all transactions authorised with the Payment Card.

2.5. Card data includes the card number, expiry date, three-digit security code (CVC2/CVV2), generated security elements as well as alternative card data linked to the card number (so-called «Tokens»).

2.6. Authentication means include, in particular, payment Card PINs, one-time passwords, push notifications for confirmation, biometric features or comparable security features.

2.7. By using the Payment Card for the first time, the Cardholder confirms that they have read, understood and accepted the present Terms and Conditions.

3. Types of use (functions)

The Payment Card can be used for one or more of the following functions:

- to pay for goods and services in Switzerland and abroad at designated physical or virtual points of acceptance (merchant);
- to withdraw cash in Switzerland and abroad from designated ATMs or acceptance points;
- if applicable, for other services provided by HBL.

4. Duties of care of the Cardholder

The Cardholder undertakes to comply with the following duties of care:

4.1. Upon receipt of the Payment Card, the Cardholder must sign it immediately in the space provided for this purpose.

4.2. The Payment Card must be stored with particular care. The authorisation means must be kept secret and must never be disclosed by the cardholder to any other person. In particular, the authorisation means must not be written on the Payment Card or otherwise retained or stored, even in modified form.

4.3. The Payment Card PIN sent by HBL must be changed at ATMs set up for this purpose to a new Payment Card PIN, which immediately replaces the previously valid Payment Card PIN. Account holders may alternatively make the change in their e-banking if they have activated card management in the e-banking system. The Payment Card PIN must not consist of easily ascertainable number combinations (e.g. telephone number, date of birth, car registration number) and must be different from other PINs and passwords of the Cardholder.

4.4. The Cardholder shall not pass on or disclose their Payment Card, card data or authorisation procedures to third parties, except for the purpose of legitimisation or authorisation of a payment at a designated acceptance point.

4.5. In the event of confirmed or suspected loss or compromise of the Payment Card and/or associated authorisation means, data or mobile devices (e.g. mobile phone, wearable) associated with authentication procedures, HBL must be notified immediately by telephone.

4.6. The Cardholder and/or the Account holder shall be obliged to check transaction and debit notifications (e.g. Account statements, transaction notifications in an app, etc.) as well as authorisation requests without delay and to report any misuse or irregularities to HBL without delay.

4.7. Mobile devices of the Cardholder can be used as carriers of card data and for authorisation procedures. The security and ownership of the mobile devices used are, therefore, of central importance. The Cardholder shall be obliged to prevent the use of the mobile devices by third parties (e.g. by activating a screen lock), to store the mobile devices carefully, to keep applications and operating systems up to date and to refrain from interfering with the operating system (e.g. jailbreaking or rooting). If a mobile device is no longer used or is replaced by a new one, card data and elements used for authorisation must be deleted, and HBL's instructions for changing mobile devices must be followed.

5. Coverage obligation

The Payment Card may only be used if the Account has the necessary funds (credit balance or drawing limit) to settle all transactions authorised with the Payment Card. HBL may reject transactions or orders if there are insufficient funds. The Cardholder and/or Account holder acknowledges that not all transactions initiated by points of acceptance will be matched in real time against the credit balance or transaction limit and that this may result in a shortfall of funds in the Account. Should authorised transactions exceed the credit balance or the credit limit, the Account holder must immediately make up the resulting shortfall in the Account.

6. Encumbrance rights of HBL

HBL shall be entitled to debit all authorised amounts from the use of the Payment Card to the Account. HBL's right to debit shall remain unrestricted even in the event of disputes between the Account holder and third parties (in particular, Cardholder or points of acceptance). Amounts in foreign currencies shall be converted into the currency of the Account.

7. Credit on a PrePaid card Account

7.1. PrePaid card Accounts are directly linked to a Payment Card and serve the purpose of prepayments for future payments and withdrawals with the Payment Card. PrePaid card Accounts and associated Payment Cards are marked accordingly by HBL.

7.2. A PrePaid card Account holder may request a refund of the current balance of the PrePaid card Account at HBL in writing. The refund shall be made exclusively to a Swiss postal or bank account in the name of the holder.

8. Data processing / Involvement of third parties

8.1. Unless otherwise provided herein, HBL's Privacy Policy, available at: www.hbl.ch/rechtliches, shall apply.

8.2. The Cardholder and/or Account holder authorises HBL to obtain all information from debt collection offices and residents' registration offices as well as from the Central Office for Credit Information (Zentralstelle für Kreditinformation, hereinafter «ZEK») and the Consumer Credit Information Office (Informationsstelle für Konsumkredit, hereinafter «IKO») that is necessary for the verification of the card application (in the case of cards with a credit option also within the scope of a creditworthiness check) and for the processing of the contract. Furthermore, the Cardholder authorises HBL to notify the ZEK in the event of blocked cards, qualified payment arrears or misuse of the card as well as on the basis of the obligations of the Consumer Credit Act (Bundesgesetz über den Konsumkredit [KKG]) of the IKO. The ZEK and the IKO are expressly permitted to make this data available to their members (members are companies in the consumer credit, leasing and credit card business). To this extent, the Cardholder and/or Accountholder releases HBL and the above-mentioned bodies from bank client-, data protection- and/or official-secrecy.

8.3. The Cardholder and/or Account holder agree that HBL may engage third parties (in Switzerland and abroad) to provide its contractual services. These are, in particular, service providers for card production and transaction processing (e.g. Payment Card providers such as Mastercard or Visa), as well as acceptance points, their payment service providers and operators of digital payment services. These service providers receive the personal data of the Cardholder and/or Account holder from HBL. In addition to name and address data, the data includes, in particular, transaction data such as card number, date and amount of the transaction as well as information on the point of acceptance and, where necessary, further card, identification and authentication procedures. Furthermore, HBL may delegate authorisation procedures to third parties without restriction on the basis of contractual agreements. To this extent, the Cardholder and/or Account holder releases HBL from bank client- and data protection-secrecy and consents to the corresponding disclosure of data to these third parties.

8.4. The Cardholder and/or Account holder acknowledges that Payment Card providers are considered independent data controllers from a data protection perspective and also process the data received for their own purposes in Switzerland and abroad, either themselves or through other third parties. The Payment Card provider shall be solely responsible for the lawful processing of personal data of the Cardholder and/or Account holder. HBL can neither control nor influence the processing of such personal data by the Payment Card provider.

8.5. HBL and third parties are authorised to store, process, combine and use card data and to create profiles therefrom. This data shall be used by HBL, in particular, to provide the Cardholder and/or Account holder with individual advice, tailored offers and information on HBL's products and services, where applicable, and for market research, marketing and risk management purposes. This concerns, in particular, the following data: Details of the Cardholder and/or Account holder and the credit card Account, as well as card transactions and additional services.

9. Authorisation of transactions

The Cardholder authorises an acceptance point to initiate transactions and HBL to debit authorised amounts from the Account or to reduce the credit limit of the Account accordingly and to irrevocably reimburse the amounts to the acceptance point by disclosing the card data to the acceptance point as follows:

a) one-time manual disclosure of the card data (e.g. when using the card data on the internet, an oral disclosure via telephone or similar);
b) manual disclosure and subsequent permanent storage of card data at an acceptance point for the purpose of authorising multiple transactions;
c) electronic transmission of card data from the magnetic track of the card;
d) electronic transmission of card data from the chip of the card;
e) contactless electronic transmission of card data from the card's chip using Near Field Communication (NFC);

f) contactless electronic transmission of card data from the chip of a payment-enabled mobile device;

g) contactless electronic transmission of card data from the internal or external memory of a payment-enabled mobile device;

h) electronic transmission of card data from a central electronic repository when using card data on the internet.

10. Transaction authorisation

10.1. Depending on the type of authorisation, a transaction may require additional authentication of the Cardholder. The authorisation means can be determined for each transaction by HBL, the Cardholder, the acceptance point or third parties. If several authorisation procedures are available to the Cardholder for a transaction, the Cardholder shall be obliged to choose a «strong» authentication procedure. The Payment Card supports the following authorisation procedures.

10.2. Strong authorisation procedures:

a) Entry of the personal identification number (PIN) at a physical device provided for this purpose (e.g. ATM, terminal);

b) Entry of a one-time password generated by HBL and sent by SMS in an input mask provided by HBL;

c) Confirmation of the transaction within an application provided by HBL on a mobile device (e.g. smartphone) of the Cardholder;

d) Use of biometric procedures provided by HBL (e.g. fingerprint, facial recognition) on a mobile device of the Cardholder.

10.3. Other authorisation procedures:

a) Signing of transaction receipt issued by an acceptance point;

b) Entry of user names and/or passwords agreed by the Cardholder with points of acceptance for stored card data (e.g. in-app purchases, card data deposited with points of acceptance);

c) Presentation of identification documents (e.g. passport, identity card) at an acceptance point.

10.4. Authorisation requests must be carefully checked by the Cardholder before granting an authorisation. Authorisation may only be granted if the request is directly related to a transaction authorised by the Cardholder and the request contains the correct data (e.g. transaction amount, name of the acceptance point, etc.). A successful authorisation cannot be revoked by the Cardholder.

11. Deposit and update of card data

11.1. If the Cardholder deposits card data with acceptance points or other third parties for the purpose of permanent storage for future transactions, all transactions subsequently initiated shall be deemed to be authorised (see Section 9b). If the Cardholder wishes to revoke such authorisation, they must do so directly with the acceptance point by terminating any contracts (e.g. subscriptions), deleting the deposited card data or adjusting the payment terms.

11.2. HBL shall be entitled to update the Cardholder's card data without prior consultation with the Cardholder or to notify the Cardholder of new card data (e.g. in the event of a new expiry date). The Cardholder shall be responsible for updating any deposited card data accordingly.

12. Report of misuse and irregularities

12.1. If misuse or other irregularities are detected or suspected in connection with transactions, debits or authorisation requests by the Cardholder and/or Account holder, HBL must be informed immediately by telephone.

12.2. In the event of misuse or other irregularities, the Cardholder shall be obliged to do everything possible to clarify the matter and to minimise any damage. In doing so, they must follow HBL's instructions. At HBL's request, the Cardholder shall submit a claim form provided by HBL to HBL in full and in due time, file a criminal complaint with the competent police authority, request a copy of the complaint and provide it to HBL.

12.3. The Account holder shall be liable to HBL for all costs and expenses incurred by HBL as a result of complaints made against his better knowledge or with fraudulent intent.

13. Disputing transactions

13.1. The Cardholder and/or Account holder is responsible for the transactions concluded using the card data; in particular, any complaints regarding goods or services purchased must be submitted to the issuer as well as other disputes and claims arising from these legal transactions must be settled directly with the relevant acceptance point.

13.2. HBL's right of encumbrance remains unrestricted (see Section 6).

13.3. If discrepancies in authorised transactions cannot be clarified or cannot be clarified sufficiently, the transactions concerned must be objected to HBL in writing or via a channel provided by HBL no later than 30 days after they have been debited to the Account. HBL may, at its own discretion and without guarantee of success, initiate a recovery request based on the rules and regulations of the payment system. The Cardholder and/or Account holder must support HBL in the recovery request by providing additional information on the disputed transactions in due time. Any correction entry/credit entry on the Account of the Accountholder shall only be definitive after completion of the reclaim request.

13.4. HBL is entitled to charge a processing fee in the event of repeated, complex or futile complaints.

14. Assumption of loss in the event of no fault

14.1. Provided that the Cardholder and the Account holder have complied with the Terms and Conditions in all respects (in particular, the duties of care pursuant to Section 4) and that they are not otherwise at fault, HBL shall assume any losses incurred by the Cardholder and/or Account holder as a result of misuse of the Payment Card and/or card data by third parties. This also includes damage resulting from theft, forgery or falsification of the Payment Card, misuse of the card data on the Internet or similar.

14.2. Persons close to the Cardholder and/or Account holder (e.g. family members) and persons living in the same household as the Cardholder are not considered «third parties» in the aforementioned sense.

14.3. Debits resulting from misuse of the Payment Card shall in all cases be borne by the Cardholder if the transactions were approved using a strong authorisation procedures (see Section 10.2). This also applies if the authorisation was obtained as a result of deception by third parties.

14.4. Damages for which an insurance company is responsible, as well as any consequential damages of any kind, shall not be covered.

15. Disclaimer

HBL shall not be liable in the event that an acceptance point does not accept the Payment Card or technical malfunctions or operational failures make transactions impossible. HBL shall be entitled at any time (e.g. in the event of suspected misuse) to reject transactions without prior consultation with the Cardholder and not to process them. The Cardholder and/or Account holder shall not be entitled to any compensation.

16. Limits and restrictions

16.1. HBL may, at its own discretion, set limits or restrictions on transactions and/or debits. These may relate to cumulative amounts, number of transactions and specific transactions (e.g. cash withdrawals, countries, merchant categories, etc.). HBL may change or remove limits and restrictions or introduce new limits and restrictions at any time. Limits and restrictions may be communicated to the Cardholder and/or Account holder, although HBL shall generally not be obliged to do so.

16.2. HBL may allow the Cardholder to set their own limits or restrictions. However, HBL shall not be responsible for the correct application of the same. Debits authorised by the Cardholder shall also be borne by the Account holder in the event of limit overruns or violations of restrictions.

17. Blocking the Payment Card

17.1. HBL shall be entitled to block the Payment Card at any time without prior notice to the Cardholder and/or Account holder and without stating reasons.

17.2. HBL shall block the Payment Card, card data or elements thereof if expressly requested to do so by the Cardholder (e.g. in the event of loss of the Payment Card) and in the event of termination of the card contract.

17.3. Cardholders without Account authorisation can only block the Payment Cards in their name and corresponding card data.

17.4. The blocking can be requested by telephone at + 41 (0)800 813 913. Account holders can also have their cards blocked in e-banking provided that the card management has been activated in the e-banking system.

17.5. The blocking will be lifted again with the written consent of the Account holder to HBL. Account holders can also unblock the card in e-banking, provided that the card management has been activated in the e-banking system.

18. Payment Card for further services of HBL

To the extent that the Payment Card is used for additional services of HBL, the separate provisions agreed with HBL for these purposes shall apply.

19. Fees

HBL may charge the Account holder fees for the issuance of the Payment Card and its authorisation as well as for the processing of the transactions effected, which fees shall be disclosed in an appropriate manner. These fees shall be debited to the Account to which the Payment Card is issued.

20. Validity and card data renewal

20.1. The Payment Card shall be valid until the end of the date indicated on it (expiry date). In the ordinary course of business and in the absence of an express waiver by the Cardholder and/or Account holder, the Payment Card shall be automatically replaced by a new Payment Card before the end of its validity.

20.2. HBL shall be authorised to adjust or change the card data at any time, irrespective of the validity. HBL shall notify changes in an appropriate manner.

20.3. If the Cardholder does not receive their new card at least five days before the expiry date of the previous card, they must notify HBL immediately.

21. Cancellation

21.1. Cancellation of the Payment Card by the Cardholder or Accountholder may be executed at any time. The revocation of a power of attorney by the Account holder shall be equivalent to termination. After termination, the Payment Card must be returned to HBL without request and without delay, and any card data must be deleted from Cardholder's own devices and those of third parties. In the event of premature recall, termination or return of the card, there shall be no claim for reimbursement of fees already charged.

21.2. Despite the cancellation of the Payment Card, HBL shall remain entitled to debit the corresponding Account with all amounts attributable to the authorisation of transactions prior to the effective return of the Payment Card or prior to the deletion of the card data from third parties.

22. Entry into force and amendments

These Terms and Conditions replace all previous versions and come into force

immediately. HBL reserves the right to change these Terms and Conditions at any time. These shall be notified to the Client by circular letter or other suitable means and shall be deemed to have been approved if no objection is received within 30 days.

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