

## CONDITIONS FOR BANK VON ROLL ONLINE SERVICES

### 1. Scope

These "Conditions for Bank von Roll Online services" ("BvRO Conditions") apply in addition to the General Terms and Conditions of Business (GTC) for the use of Bank von Roll Online ("BvRO") of Bank von Roll AG ("Bank").

### 2. Bank von Roll Online

BvRO refers to the Bank's e-banking services. The Customer or his authorised representative ("BvRO user") can view the relevant business relationship via BvRO. The Bank reserves the right to change its range of services at any time.

### 3. Access to the Bank von Roll Online services

- 3.1. Once the BvRO business relationship has been established (BvRO contract and any powers of attorney signed), the BvRO user will be given access to BvRO. The BvRO user's technical access takes place on a website of the Bank via the Internet a separate login procedure, using a provider of his choice.
- 3.2. Access to the BvRO services is granted to anyone who has correctly authenticated himself by entering his personal means of identification. The Bank may add to, change or replace the means of identification at any time.
- 3.3. The BvRO user is obliged to change the first password for the authentication device communicated to him by the Bank on first use and regularly thereafter. For security reasons, a password must be chosen which cannot be linked to the contract holder. In particular, one's own date of birth or telephone number may not be used.
- 3.4. Anyone who identifies himself in accordance with Section 3.2 is deemed to be entitled to use BvRO vis-à-vis the Bank. The Bank may allow the BvRO user thus authenticated to use all BvRO services signed and agreed in the BvRO contract, without further verification of his eligibility and irrespective of his internal legal relationship with the Customer and notwithstanding any provisions to the contrary in the Bank's signature documents.
- 3.5. However, the Bank is entitled to refuse to perform BvRO services at any time and without giving reasons or to require the BvRO user to provide other means of identification (signature, personal appearance).

### 4. Duties of care of the BvRO user

- 4.1. The BvRO user is obliged to keep the password and the authentication device separate and secret and to protect them against misuse by unauthorised persons. In particular, the password may not be recorded after it has been changed. The BvRO user shall bear all consequences arising from the use – including misuse – of his means of identification.
- 4.2. If there is reason to fear that unauthorised third parties have gained knowledge of a means of identification mentioned in Section 3.2, the BvRO user must change the means of identification in question without delay.
- 4.3. Before the e-banking session, the BvRO user must reopen the web browser and keep no additional connections open. The BvRO user is obliged never to access the Bank's e-banking website via links in e-mails or on third-party websites.
- 4.4. During an e-banking session, the BvRO user must check the authenticity of the website and encryption (e.g. by double-clicking on the lock symbol in the status bar of the web browser). The BvRO user must also observe error messages and warnings and contact the Bank immediately in cases of doubt. The BvRO user must check all data entered by him for completeness and accuracy.

- 4.5. After the e-banking session, the BvRO user must log out correctly using the "Logout" function provided for this purpose. Temporary Internet files in the web browser must be deleted each time.
- 4.6. The BvRO user is obliged to minimise the security risks arising from the use of the Internet by taking appropriate protective measures, in particular by constantly updating his own systems and by using suitable anti-virus programs and a personal firewall). Furthermore, the BvRO user is obliged to work only with standardised software.

## **5. Bank von Roll Online security**

- 5.1. Due to the encryption used by BvRO, it is generally not possible for unauthorised persons to view confidential customer data. Nevertheless, absolute security cannot be guaranteed, even if all security measures on both the Bank's and the Customer's side are state-of-the-art. The computer or network of the BvRO user is part of the BvRO system. However, they are outside the Bank's control and may become a weak point in the system. Notwithstanding all the security measures, the Bank cannot accept any responsibility for the terminal equipment as this is not possible from a technical point of view (see also Section 5.2 below).
- 5.2. The BvRO user acknowledges and accepts the following risks in particular as his own risks:
  - Insufficient knowledge of the system and inadequate security precautions may facilitate unauthorised access (e.g. insufficiently protected storage of data on the hard disk, file transfers, zero-day gaps and systems that are not promptly patched etc.). It is the responsibility of the BvRO user to obtain precise information on the necessary security precautions and to implement them.
  - There is a permanent risk of computer viruses spreading on the computer when it is in contact with the outside world, whether through computer networks (e.g. Internet) or data carriers (USB-Sticks, external hard drives). It is the responsibility of the BvRO user to obtain precise information on the necessary security precautions and to implement them.
  - Nobody can rule out the possibility that the Internet provider will create a traffic characteristic, i.e. the provider can trace when the BvRO user has contacted whom.
  - There is a permanent risk that a third party may gain access to the BvRO user's computer unnoticed while he is using the Internet.
  - The operational readiness of the Internet cannot be guaranteed. In particular, it is possible that transmission errors, technical defects, malfunctions, illegal interventions in the network, overloading of the network, wilful blockage of the electronic accesses by third parties, interruptions or other inadequacies on the part of the network operators may occur.
- 5.3. It is important that the BvRO user only works with software from a trustworthy source.

## **6. Liability of the Bank**

- 6.1. In the event of access by an unauthorised third party, the BvRO user shall release the Bank from any liability if the authentication process was properly completed using the means of identification mentioned in Section 3.2.
- 6.2. The Bank does not guarantee the accuracy and completeness of the data it transmits via BvRO. In particular, information on accounts and safe custody accounts (balances, statements, etc.) as well as generally accessible information shall be deemed provisional and non-binding.
- 6.3. The Bank shall not be liable for any loss incurred by the BvRO user if it exercises due care. The Bank accepts no responsibility whatsoever for the BvRO user's terminal equipment or technical access to the BvRO services or for any software required for this purpose.
- 6.4. BvRO services are provided via an open network (Internet) and telecommunications facilities. The Bank excludes liability for any damage arising from their use to the maximum extent permitted by law. In particular, it accepts no liability for damage to the BvRO user's equipment or the data stored therein as a result of technical inadequacies and faults, overloads, interruptions (including system-related maintenance work), delays, transmission errors of the network or

telecommunications facilities, and also as a result of unauthorised manipulation and other unauthorised interventions in the installations of the network and telecommunications facilities.

- 6.5. The Bank shall not be liable for the consequences of disruptions, interruptions and delays, in particular in processing, in BvRO operations unless it is seriously at fault.
- 6.6. In the event of security risks, the Bank is entitled to suspend BvRO at any time for the protection of BvRO users and the Bank until such risks have been eliminated. The Bank shall not be liable for any damage resulting from such interruption.
- 6.7. The Bank's liability for losses incurred by the Customer as a result of his failure to fulfil his contractual obligations, as well as for indirect losses and consequential losses, such as loss of profit or third-party claims, is excluded to the maximum extent permitted by law.
- 6.8. In the event of slight fault, the Bank shall not be liable for damage caused by its auxiliary persons in the performance of their duties.

## **7. Bank von Roll Online Archive**

### 7.1. General information

The Bank von Roll Online Archive ("BvROA") is a function of BvRO which enables the user to retrieve accounting vouchers and statements as PDF documents via the Internet.

### 7.2. Time and method of delivery

The vouchers are placed in BvROA once a day. They are deemed to have been duly delivered to the BvRO user at the time when the Bank has made them available electronically in BvROA for retrieval. The BvRO user expressly acknowledges that the Bank has fulfilled its duty of notification and accountability to the BvRO user by the method of delivery selected above. The Bank accepts no responsibility whatsoever for any damage that may result from the above correspondence instruction.

### 7.3. Storage

The electronic bank documents and vouchers will be kept available for a maximum period of two years from the date of delivery at BvROA's document reception desk. BvROA is therefore not suitable for the long-term storage of electronic documents. BvRO users are advised to transfer the documents to their own data carriers.

### 7.4. Legal significance of electronic vouchers

The BvRO user acknowledges that the types of voucher delivered electronically may not be of an evidential nature in dealings with domestic and foreign authorities. The BvRO user uses these documents on his own responsibility. BvRO users are advised that printouts of electronic documents and vouchers do not constitute original documents.

### 7.5. Disclosure of the customer name

The BvRO user acknowledges that the types of voucher delivered electronically in BvROA contain the customer name and the delivery address.

### 7.6. System failures and interruptions and blocking of the Bank von Roll Online service

System failures and interruptions and a blocking of BvRO also prevent or restrict access to BvROA. The BvRO user will not be able to access the types of voucher delivered electronically for the duration of the access restriction. However, the documents will continue to be delivered electronically to the BvRO user and will continue to be considered as duly delivered to the BvRO user.

### 7.7. Final shutdown or cancellation of BvROA

After BvROA or BvRO has been deactivated or cancelled, the Bank will send all newly created types of voucher to the BvRO user exclusively in paper form to the address which the BvRO

user has indicated in the contract to open an account and safe custody account. The BvRO user acknowledges that before BvROA is deactivated, he must save all types of voucher he wishes to keep on a local data carrier. They will no longer be available to the BvRO user after BvROA has been finally shut down.

## **8. Courses**

The BvRO user acknowledges that the prices listed are the closing prices of the last trading day.

## **9. Block**

9.1. Access to BvRO is blocked after three failed attempts to enter the means of identification. In addition, the BvRO user can have his access to BvRO blocked by the Bank. The block may only be requested during the Bank's normal business hours and must be confirmed immediately to the customer adviser; a block outside the Bank's normal business hours is only possible if the password is entered incorrectly three times. The block can only be lifted again after the BvRO user has submitted a corresponding written request to the Bank.

9.2. The Bank is entitled to block the BvRO user's access to some or all customer-related services, if required (e.g. for security reasons), and without prior notice at its own discretion.

## **10. Information and investment opportunities**

Information and investment opportunities which may be published on BvRO are for information purposes only and do not constitute a request, recommendation, invitation or offer to conclude a contract. In particular, BvRO never provides investment, legal or tax advice. The information may be changed at any time without prior notice.

## **11. Bank client confidentiality**

11.1. The BvRO user acknowledges and accepts that Swiss bank client confidentiality relates solely to data located in Switzerland.

11.2. The BvRO user also accepts that all data, albeit encrypted, will be transported via an open network that is in principle accessible to everyone. The data will therefore be transmitted across borders on a regular basis and without control. This applies even to data transmission where both sender and recipient are located in Switzerland.

11.3. Although the individual data packets are transmitted in encrypted form, the sender and recipient remain unencrypted. Their Internet addresses can also be read by third parties. It is therefore possible for third parties to conclude that a banking relationship exists between the sender and recipient. The BvRO user confirms that he accepts this risk.

## **12. Data processing**

12.1. The BvRO user authorises the Bank to process all information (e.g. personal data, geodata, equipment information) processed in connection with the use of BvRO and the functions it offers, to the extent that this is necessary for the provision of services under BvRO and to ensure security.

12.2. The Bank is authorised to collect individual cookie data on the person authorised to access BvRO with regard to his use of BvRO, in order to continuously improve BvRO and the functions it offers, to develop them further in accordance with the needs and interests of the BvRO user (e.g. faster rectification of technical errors, offers to use BvRO) and to identify any security risks. This enables the Bank to identify the BvRO user individually as a person. Certain cookie settings can be defined by the BvRO user himself on the relevant website. Under no circumstances will the Bank pass on such cookie data to third parties that could identify the BvRO user personally or as a customer of the Bank.

12.3. In all other respects, the BvRO contract as well as the General Terms and Conditions of Business (GTC), the Safe Custody Regulations and the Bank's Privacy Policy (to be found under <https://www.bankvonroll.ch/eng/Privacy-policy>) shall apply, among others.

12.4. For security reasons, the Bank records all telephone conversations with the Bank as standard.

**13. Fee scheme**

The Bank is entitled to introduce fees for its services or to change existing fees at any time. Any changes will be announced in an appropriate manner and will be deemed to have been approved by the BvRO user if he does not raise an objection within one month.

**14. Foreign laws / import and export restrictions**

14.1. The BvRO user acknowledges that by using BvRO from abroad he may under certain circumstances infringe rules of foreign law. It is up to the BvRO user to obtain detailed information about this. The Bank declines all liability in this respect.

14.2. If the BvRO user uses BvRO from abroad, he acknowledges in particular that there may be import and export restrictions on the encryption algorithms which he may violate if he uses BvRO applications from abroad.

**15. Subject to legal regulations**

Any statutory provisions governing the operation and use of the telecommunications facilities and networks are reserved and will also apply to the present connection for BvRO from the time they come into force.

**16. Amendment of the BvRO conditions**

The Bank reserves the right to amend the BvRO conditions and the BvRO offer at any time. The BvRO user will be notified of such amendments by circular letter or other appropriate means and they will be deemed to have been accepted if he does not raise an objection within one month.

**17. Partial invalidity**

The invalidity, illegality or lack of enforceability of individual or several provisions of this regulation shall not affect the validity of the remaining provisions.

**18. Termination**

18.1. The BvRO user and the Bank may terminate the use of BvRO or, if offered, of certain functions offered by BvRO with immediate effect.

18.2. After termination, the means of identification provided must be rendered unusable/ illegible and the challenge-response device must be returned to the account-holding branch of the Bank or uninstalled without being requested and without delay.

**19. Applicable law and place of jurisdiction**

19.1. All legal relations between the Customer and the Bank are subject to Swiss law.

19.2. The place of performance, place of debt collection for customers with foreign domicile/registered office and exclusive place of jurisdiction for all proceedings is the Bank's registered office. However, the Bank shall also have the right to take legal action against the Customer at any other legally competent court or place of debt collection. This is without prejudice to any mandatory statutory places of jurisdiction.