

# C Conditions for the Use of Electronic Services.

## 1. General conditions

### 1.1 Scope

The General Terms and Conditions governing the use of the electronic services of GKB shall apply to all electronic services of GKB (hereinafter referred to as the “Services”) that may now or in the future be required by the Client or the Client's authorised agent (hereinafter referred to collectively as the “User”), unless otherwise specified in the special conditions for the Services concerned.

For the individual Services the relevant special conditions shall also apply, as well as any conditions published on the GKB website.

In the event of any conflict between the General Terms and Conditions, the special conditions for the applicable Services or any conditions on the GKB website, the special conditions shall apply first, then the General Terms and Conditions and then the conditions noted on the GKB website, in that order.

### 1.2 Access to the Services

Technical access to the Services is provided over the internet through a service provider chosen by the User himself (for the inter-

net, telecommunications, etc.) or other communications media and special hardware and software obtained by the User from a third party, a mobile telephone acquired by the User from a third party and/or another end-device of the User that meets the minimum requirements indicated on the current GKB website or elsewhere.

Any person identifying themselves on the basis of the authentication keys referred to in the applicable special conditions has access to the Services.

GKB reserves the right to exchange or alter authentication keys at any time and will give the User suitable notification in advance.

GKB will send the authentication keys to the communicated mailing address of the User. The Client acknowledges and agrees that GKB cannot control who receives and uses the authentication keys. In the case of legal entities and/or delivery to a business address, the Client is solely responsible for monitoring receipt of the authentication keys and their use.

As part of the two-step login procedure GKB is authorised for security reasons to make known the name/company name of the User when a valid first-level authentication key is entered.

Any person who identifies themselves under the conditions noted above (self-identification) shall be considered by GKB as authorised to use the Services. GKB may therefore permit them to call up data and draw funds and may accept instructions or orders and legally binding communications from them, within the framework and scope of the Services used by the User, without any further verification of their authorisation.

GKB has the right to decline to perform Services for security reasons where it has legitimate doubts and to insist the User identify themselves through other means (e.g. by providing a signature or by means of a personal meeting).

The Client must inform their authorised representatives on the content of these provisions on electronic Services and ensure that they comply with all obligations hereunder.

The Client acknowledges unconditionally all transactions carried out in the course of the electronic Services using the Client's means of identification or that of the Client's authorised representative(s). In addition, all instructions, orders and notifications reaching GKB in this way shall be deemed to have originated from and been approved by the Client.

### 1.3 User's duty of care

#### a) In connection with the authentication keys.

**The User must immediately change the password issued to them by GKB and agrees to change it regularly. Passwords must not be easy to guess.**

The User must keep the authentication keys secret and protect them from misuse by unauthorised persons. In particular, means of authentication must not be saved unprotected on an end-device such as a computer or mobile phone. The authentication keys must also not be given to third parties or otherwise made accessible. Multiple authentication keys for using Services must be kept separately.

If there is any reason to suspect that **unauthorised third parties have gained knowledge of one or more of the authentication keys of the User**, the User must **switch or change the authentication key immediately**. If this is not possible, the User **must arrange for access to the relevant services to be blocked immediately or do so themselves**. New authentication keys may be requested from GKB if necessary.

The Client shall be responsible for all consequences arising from the use – including any wrongful use – of the User’s authentication keys, provided that GKB has exercised normal due care and diligence.

**b) In connection with the User’s end-device.**

The User must take suitable protective measures to minimise the risk of unauthorised access to their end-device (e.g. over public electronic networks such as the internet). In particular, operating systems and browsers must be kept updated, i.e. the User must install the software updates and security patches provided by the respective providers immediately. In addition, the standard security precautions for public electronic networks must be taken, e.g. using an anti-virus program and installing a firewall and keeping them updated. It is the responsibility of the User to stay informed of the latest state-of-the-art security precautions and the security tips posted on the GKB website and to take the recommended security measures.

If there is reason to believe that **unauthorised third parties may have gained access to the User's end-device** (e.g. computer), the User must **notify GKB immediately**.

The User must check any hardware and software provided by GKB for use immediately upon receipt and report any defects to GKB at once. In the absence of any such reports to GKB the hardware or software shall be deemed approved by the User.

**c) In connection with data input.**

The User shall check that all the data that they have entered is complete and correct. The responsibility for the data sent by the User remains with the Client until it has been received by the GKB system.

If the User has issued an order electronically to GKB (e.g. payment order, stock market order etc.) and, after issuing the order, the User establishes that GKB has not or has only partly carried out the order in accordance with the User’s instructions, the User shall immediately, but within one month at the latest, submit a complaint, failing which the said omission or erroneous execution shall be deemed to be approved.

#### 1.4 Security of Services, liability waiver

Due to the encryption used, in principle it is not possible for any unauthorised person to see confidential client information. Nonetheless, absolute security cannot be guaranteed for either GKB or the User, even in the case of security precautions which conform to the latest technology. The User's end-device (computer, mobile telephone etc.) and/or network are part of the system. However, they are outside the control of GKB and may constitute a weak point in the system.

The User accepts the following risks and hereby agrees to take due note of the security information placed on the website for the respective Services or made available to the User in any other form and will immediately take any security measures recommended:

- Inadequate systems knowledge and inadequate security precautions may facilitate unauthorised access (e.g. inadequately protected storage of data on hard disk, file transfers).
- There is a risk that viruses etc. infect the end-device when using a network (e.g. the internet, a mobile network) when the end-device connects to the network. Suitable software available on the market can support the User's security precautions.
- It is imperative that the User uses software only from trusted sources.

- The network operator or software provider has the technological ability to profile the User's internet traffic and to see with whom the User has been in contact.
- It is possible for a third party to gain access to the User's equipment unnoticed while Services are being used.

GKB makes no warranty that the User will have unrestricted access to or unrestricted use of the Services. GKB also cannot guarantee that the internet will always be fully operational. GKB further cannot guarantee that information sent by it at the User's request using electronic means (e.g. e-mail, SMS) will reach the User within a reasonable time.

GKB exercises normal due care and diligence when displaying and transmitting data, information, notifications etc. (hereinafter "Data") that it provides as part of the Services. **GKB disclaims any further warranty and liability for the correctness, completeness or current relevance of the Data. In particular, account and custody account details (account balances, statements, transactions etc.) and generally accessible information such as stock prices or exchange rates shall be deemed to be provisional and not legally binding. The data contained in the Services shall not constitute a binding offer, unless expressly described as such.**

GKB assumes no liability for the User's equipment (e.g. computer, tablet, mobile telephone etc.), technical access to the Services and the software and hardware required. Likewise, GKB assumes no liability for any defects in any software it provides, e.g. via data carriers, downloads, etc.

The Services are provided on an open network (such as the internet, telephone network etc.) that is accessible to the general public. GKB cannot accept liability for any loss or damage arising from use of the public network. In particular, GKB accepts no liability for loss or damage incurred by the Client as a result of transmission errors, technical faults, interruptions, outages, delays (especially in processing), illegal interference with network and/or telecommunications installations, overloading of network and/or telecommunication installations, disruptions, interruptions or other faults of the network and/or telecommunications operators.

If any security risks are discovered, GKB reserves the right at all times to suspend the Services until the risks have been eliminated. GKB also reserves the right to interrupt the Services for maintenance work. GKB accepts no liability for any loss or damage resulting from any such interruption or blocking of access.

GKB accepts no liability for loss or damage incurred by the Client as a result of the Client's failure to perform their contractual obligations to third parties, or for indirect or consequential damages such as profit foregone or claims from third parties.

GKB accepts no liability for loss or damage resulting from minor negligence on the part of support staff going about their normal duties.

## 1.5 Transaction confirmation

In order to increase security, GKB reserves the right to request a transaction confirmation from the User to confirm the order.

**In such cases, the User is obliged to compare the data sent by GKB on their device (e.g. smartphone, tablet or computer) with the original order or original document and to check that it is correct. If the User believes that the data sent by GKB is correct they must, if they wish to issue the corresponding instruction to GKB, confirm it (e.g. by entering the code provided by GKB). If the User believes that the data transmitted by GKB is incorrect, the User must cancel the transaction. If the User does not confirm the order, the order shall be deemed not to have been issued by the User and it will not be processed by GKB.**

## 1.6 Blocking of access

The Client may have GKB block access by the Client or the Client's authorised agent to any of GKB's Services.

Such blocking may be requested during normal business hours or the hours when the relevant Service is available. Until such a block has become effective within the customary period of time, the Client shall bear the risk of any misuse of the authentication keys for using the Services.

The block or interruption may be lifted at the request of the Client.

GKB is entitled to block access by the Client and/or one or all authorised representatives to any single one or all of the Services at any time without having to provide reasons and without prior notice.

## 1.7 Terms applying to powers of attorney and authorisations

When a power of attorney is granted in accordance with the list of authorised signatories at GKB, the authorised signatory is also authorised to use electronic Services of GKB. Removal of the signatory powers conferred on an authorised agent in accordance with the signing regulations of GKB shall

automatically have the effect of terminating any authorisation to use the Services. If authorisation is granted to a third party to use the Services other than under signing regulations of GKB, this authorisation must be revoked separately.

In addition, the death of the User or the User's incapacity to act – notwithstanding any other entries in the Commercial Register or publications – does not automatically mean that any authorisations that have been granted are terminated or that it is no longer possible to use the Services. In this case, an express revocation of the authorisation is required or a specific request for blocking must be made. In the event of the Client's death, GKB shall have the right to place restrictions on the disposal of the deceased Client's assets and block access to Services.

## 1.8 Bank-client confidentiality and data protection

The User is aware that Swiss bank-client confidentiality applies only within Switzerland and that any data sent and/or stored outside Switzerland will not enjoy this protection.

The User is aware that data is transmitted via an open network that is accessible to the public. Data may thus be transmitted across

borders, unchecked, even if both sender and recipient are in Switzerland. The User also accepts that information from GKB which the User has sent separately via electronic communication channels (e.g. e-mail, SMS, push notification) is generally unencrypted, which means that bank-client confidentiality and data protection are not guaranteed. Even in encrypted transmissions the sender and recipient are not encrypted. Thus third parties may be able to see that a banking relationship exists.

### 1.9 Foreign law/import and export restrictions

The provision of services for users abroad may be subject to local legal restrictions, resulting in limitation of the Services offered. GKB is entitled to modify, limit, or discontinue the range of Services available abroad at any time and without prior notice.

The User acknowledges that they may under certain circumstances be contravening rules of their country of domicile, including, for example, sanctions or current restrictions on imports or exports (particularly as regards the authentication keys or encryption algorithms contained therein), or other foreign legislation, by using Services from outside Switzerland. It is the User's responsibility to ascertain the situation. If in doubt,

the User should refrain from using Services or importing/exporting authentication keys. GKB disclaims all liability in respect thereof.

### 1.10 Reservation of statutory provisions

Any statutory provisions governing the operation and use of telecommunications equipment and networks remain reserved.

### 1.11 Fees

GKB charges a fee for the individual Services based on the list of fees, which is available for viewing at any time. The fees and changes in fees will be notified in a suitable manner.

The Client will be notified of any such changes in writing or another appropriate manner. They shall be deemed approved unless the Client gives notice of termination for the product or service in question within 30 days of notification. Any notice or withdrawal periods specified in special conditions or agreements are reserved.

GKB has the power to debit an account of the Client's with any charges that may be applicable.

### 1.12 Termination

The Client, the Client's authorised agent as indicated in the list of authorised signatories at GKB, and GKB may terminate any or all GKB electronic Services at any time without notice. GKB is also authorised to remove access to Services without prior notice if the User has not used them for twelve successive months.

### 1.13 Contact

The Contact Centre and correspondence address for electronic Services are indicated on the websites of the respective Services. The Contact Centre is available during normal business hours and during the service hours listed on the website.

### 1.14 Amendments to these Conditions

GKB reserves the right to amend these Conditions, those of the respective Services, the range of Services offered and any conditions shown on GKB's website at any time. The Client will be informed in advance in writing or in another suitable manner. If the Client does not object within 30 days of notification in writing or any other demonstrable hard copy format the amendments shall be deemed approved.

If the Client objects, they may terminate the business relationship with immediate effect. Any notice or withdrawal periods specified in special conditions or agreements are reserved.

Any amendment to these Conditions shall always take effect the next time the Service is used after the change has come into effect.

The latest version is available on the internet ([gkb.ch/rechtlichehinweise](http://gkb.ch/rechtlichehinweise)).

## 2. Special Conditions for the Use of e-Banking Services

### 2.1 Scope and Services offered

The Special Conditions are in addition to and/or amend the General Terms and Conditions governing the use of the electronic Services and apply to all e-Banking Services of GKB (e.g. GKB e-Banking, the Client Centre).

The e-Banking services offered by GKB are described in the relevant product brochures and on the GKB website.



## 2.2 Technical access

Technical access to the e-Banking Services is over the internet, via a provider selected by the User or through any other new communication media.

Access to e-Banking Services is provided to Users who identify themselves by entering

- the contract number provided to the User by GKB and the personal password they have chosen and
- an additional means of authentication provided or accepted in writing by GKB.

## 2.3 Stock market orders

As a general rule, stock market orders can be entered by a user of GKB e-Banking at any time. **However, stock exchange orders cannot be processed at any time or always immediately after they have been entered.** The hours of operation are published on [gkb.ch](http://gkb.ch) or can be obtained from the GKB Contact Centre.

Before placing a stock market order, the User undertakes to consult the current version of the brochure “Risks involved in trading financial instruments” as well as the information on risk highlighted by the e-Banking services. The “Risks involved in trading fi-

nancial instruments” brochure is published at [gkb.ch/risiken-in-handel-mit-finanzinstrumente](http://gkb.ch/risiken-in-handel-mit-finanzinstrumente) and is available in hard copy from GKB.

If the User issues stock market orders, the User shall comply with the relevant standards governing the transaction and applicable to the stock exchange concerned. The User confirms that they are familiar with the usual terms and standard practices of stock exchange business and that they are familiar with the structures and **risks of the individual financial instruments**. The User acknowledges that where a stock market order is issued via e-Banking, GKB is unable to check whether the financial instrument to which the transaction relates is appropriate or suitable for the Client. This applies in particular to stock market orders issued by the User on their own initiative and **without individual advice** from GKB and executed by GKB as “**execution only**” transactions. In the case of execution only transactions, the User expressly waives an explanation, suitability and appropriateness check by GKB. If individual advice is required, the client advisor should be contacted.

### 3. Specific provisions for automated categorisation of transactions

#### 3.1 Scope

These provisions govern the legal relationship between GKB and Clients who use automated categorisation of transactions (hereinafter referred to as “Categorisation”). They supplement and/or amend the General Terms and Conditions Governing the Use of Electronic Services and the Special Conditions for the Use of e-Banking Services.

#### 3.2 Services offered

Categorisation is part of electronic services. It helps Clients manage their finances. Transfers and payments by debit and credit card are assigned to specific categories, and income and expenses are displayed graphically, which helps to keep personal budgets and savings goals in mind. Clients can adjust the expense categories to suit their needs, add their own information to transactions and search according to various criteria.

### 3.3 Data protection

GKB is entitled to process these data to support the Client’s financial management and for its own purposes, in particular for risk management and marketing purposes, and to augment them with other data known to GKB concerning the Client in question.

#### 3.4 Credit card details

Principal card holders and additional card holders have consented to the use of their credit card data for categorisation purposes, unless they have explicitly revoked their consent given to Visa Card Services AG. Card holders can only see their own data unless the additional card holder has consented to their data being shown to the principal card holder and/or vice versa. The credit card data transmitted by Visa Card Services AG are treated by GKB in the same way as data the Client provides directly to GKB.

### 3.5 Liability

As Categorisation is largely automated, individual information or assignments may be subject to errors. GKB accepts no liability for the data and analyses displayed within Categorisation being accurate, complete or up to date. This also applies to data and information relating to credit card transactions transmitted by Viseca Card Services AG. They are outside the control of GKB.

The information provided by Categorisation does not constitute advice, nor does it constitute an invitation to or recommendation for transactions or investments. GKB accepts no liability for decisions taken by the Client based on Categorisation.

GKB accepts no liability for the availability or integrity of content stored by its clients. Saving illegal content is not allowed. GKB reserves the right to delete such content without prior notice.

### 3.6 Amendments

GKB is entitled to change the functional scope of Categorisation at any time without prior notice.

### 3.7 Revocation of the provision of credit card data

As the card holder, the Client can revoke the transfer of credit card data by Viseca Card Services AG. In this case, Viseca Card Services AG will no longer transmit any transaction data to GKB. The analysis and processing of data within the scope of electronic services will thereafter take place without credit card data. The Client acknowledges that cancellation of the credit card by the principal card holder will always result in the credit card details of any additional card holders no longer being transmitted to GKB.