

User Conditions for BCGE Netbanking

Article 1 - BCGE Netbanking

1.1 After acceptance by the Banque Cantonale de Genève (hereinafter referred to as the Bank) of the formal application signed by the Client, the Bank shall provide the Client (holder of accounts and custody accounts) with access to BCGE Netbanking. In the BCGE Netbanking contract, the Client designates the user (either the Client himself or any person authorised by the Client) who has a right of access to consult and/or to operate the Client's account(s) and custody account(s) using BCGE Netbanking.

If the Client is not the user, the Client is responsible for ensuring that the user has the knowledge required to use BCGE Netbanking, in particular with regard to terminal security (the user's computer or any other type of device which provides access to BCGE Netbanking) and internet security. It is the Client's responsibility to provide training for the user.

1.2 A description of the BCGE Netbanking services and the instructions for using them are directly accessible on the Bank's website (www.bcge.ch). The Bank reserves its right to modify these services and instructions at any time and to add or remove services depending on the evolution of BCGE Netbanking.

Article 2 – Access to BCGE Netbanking

2.1 Access to BCGE Netbanking is available to any person who has identified himself for consultation or for a transaction:

- by his user number
- by the personal password of his choice
- and, as the case may be, by an identification key, the use of which is described on the Bank's website (www.bcge.ch/demo), for example, grid card, security code sent in a text message, etc.

The Bank reserves the right to complete, amend, or replace the means of identification mentioned above at any time, particularly to keep abreast of technical advances.

For security reasons, the Bank may request further authentication to execute some specific orders: the identification key must then be used, failing which no transaction will be executed.

2.2 The Client must ensure that, on receipt, the user immediately changes the initial personal password and, in cases where an identification key is necessary, the identification key code (assuming the identification key is protected by a code) be sent by the Bank, by following the instructions provided on the Bank's website (www.bcge.ch/demo). Once the password and the identification key code have been changed and freely chosen by the user, they are no longer known to the Bank. The Bank recommends changing the password and the identification key code on a regular basis. For security reasons, the password and code should not enable anyone to establish a link with the Client or the user (for example: date of birth, children's first name, password already used on another internet site, etc.).

2.3 The Bank shall provide or make available to the user means of identification, the use of which is described on the Bank's website (www.bcge.ch/demo). Unless instructed otherwise by the Client in writing, the Bank shall send these means of identification to the latest address communicated by the Client. The Client must ensure that the means of identification is duly delivered, and thereafter, put into use.

As soon as access to BCGE Netbanking is cancelled by the Bank, the means of identification become inactive.

2.4 In the event of the means of identification being lost, stolen, forgotten or damaged, making it impossible to use the identification key (for example: grid card, mobile phone, etc.),

the user must immediately notify the Bank which will then block all access to BCGE Netbanking, issue a new identification key and, on request, a new password (refer to point 3.3).

Regarding the use of the BCGE Netbanking's text messaging services:

- If the user's mobile phone or other equipment on which text messages can be sent and received is lost, stolen, forgotten or damaged, the user must immediately contact the operator to block the SIM card and inform the Bank which will block the user's access to BCGE Netbanking as soon as possible.
- If the number of the user's mobile phone or other equipment on which text messages can be sent and received is changed, the user must inform the Bank immediately.

2.5 When a user is identified in accordance with clause 2.1, the Bank is entitled to consider him to be authorised to access BCGE Netbanking without any other authentication or further verification. The user will therefore not be identified by means of a signature check or an identity document, but only by using the means of identification required for BCGE Netbanking. The user who has identified himself in accordance with clause 2.1 can, therefore, validly and in particular:

- have access to information (including Bank advices and statements) in relation to the service(s) as specified in the BCGE Netbanking and/or BCGE Mobile Banking contract,
- place orders relating to the account(s)/custody accounts(s) indicated in the BCGE Netbanking and/or BCGE Mobile Banking contract.

The Bank is authorised to validly debit the account(s) and custody accounts(s) designated by the Client and to execute the orders (including stock market orders) that the user sends to the Bank using BCGE Netbanking, without oral or written confirmation from the Client or the user. This also applies in cases where it is not the person who is actually authorised to do so. The Client fully acknowledges that all transactions carried out within the framework of BCGE Netbanking are legally and validly binding on him, regardless of any other representation regulation or official publication. The Client's right of recourse against the user remains reserved.

2.6 The Bank, at its own discretion, can refuse certain orders placed via BCGE Netbanking, particularly if they appear to be contrary to its contractual or legal obligations, or if there is insufficient cover.

2.7 The Client acknowledges the validity of all the transactions carried out by the Bank on the basis of orders transmitted by BCGE Netbanking.

The Client further acknowledges that the Bank is entitled to assume that all the instructions and communications the Bank receives by these means do actually come from the authorised user.

2.8 A telephone line, hereinafter referred to as the BCGE Netbanking Hotline, is made available exclusively to the Client or user in order to obtain information or services related to the BCGE Netbanking service offer.

The Client and the user note that:

- the BCGE Netbanking Hotline is open during the hours indicated on its website
- problems arising outside the opening hours of the BCGE Netbanking Hotline can only be reported on the Bank's next working day, with no guarantee that they will be processed.

The BCGE Netbanking Hotline only serves as an administrative or technical support for BCGE Netbanking.

Article 3 – Duty of due diligence on the part of the Client and authorised persons

3.1 The user is responsible for his means of identification; it is recommended that he takes utmost care of them.

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The Client is responsible for ensuring, either for himself or for the user, that the means of identification to BCGE Netbanking are kept secret and cannot be discovered (including by technical means), in order to prevent misuse by unauthorised third parties. Means of identification should not be kept in writing, nor stored electronically.

3.2 The Client assumes all risks and damages resulting from a third party knowing his means of identification thereby giving access to BCGE Netbanking, and the use or even misuse of those means.

3.3 If the Client or user has reason to fear that his personal password has come to the knowledge of a third party or that his personal device giving access to BCGE Netbanking is in the possession of a third party, he is required to change it immediately. If it concerns the identification key code or non-authorised use of the identification key, he must inform the Bank immediately so that all appropriate measures can be taken as quickly as possible. Costs will be borne by the Client and will be debited from one of his accounts.

Article 4 – Security, confidentiality and exclusion of Bank liability

4.1 The Bank accepts no responsibility for the accuracy and completeness of the information sent electronically, or for the data made available via BCGE Netbanking. In particular, the Bank cannot be held responsible if the accessible information (balance, statements, transactions, etc.) does not reflect reality when it is consulted, especially given the time which can elapse between the registration, the execution and the accounting of the operations on the Client's account(s)/custody account(s).

Likewise, information generally accessible, such as stock market prices or foreign exchange rates, are temporary and only indicative and do not bind the Bank. Data and information that appear on Netbanking are not firm offers, unless expressly stipulated to the contrary.

The Bank accepts no responsibility for transactions (especially stock market orders) carried out via BCGE Netbanking and does not check that these transactions comply with potential investment objectives. The rules and practices applicable to stock market trading and other securities transactions must be adhered to by the Client and the user. It is the responsibility of the Client and the user to be informed in this respect, as well as regarding any potential financial risks involved.

4.2 The Bank accepts no responsibility for any consequences the Client and/or the user could incur as a result of transmission errors, technical deficiencies, blockings, overloading, interruptions, disruption or unlawful interventions on the internet or telephone network, or on the telecommunications facilities, or shortcomings on the part of providers of these facilities and networks.

The Bank guarantees neither unlimited access to the electronic channels nor unrestricted use of the services. Likewise, the Bank cannot ensure absolute availability of the internet or telephone networks.

The orders placed using BCGE Netbanking are not always executed immediately after input, nor 24 hours a day. Processing depends in particular on technical considerations, the times and days of Bank opening as well as, if relevant, those of the stock markets. The Bank accepts no responsibility for losses if orders cannot be executed within expected deadlines.

Regarding the use of the BCGE Netbanking services, text messaging or e-mail services, the length of communications and the time it takes to send a text message or an e-mail depends on the quality of the internet or telephone network. The Bank cannot be held responsible for delays, unusual amounts of time taken, network errors or interruptions.

Telephone operators invoice the cost of text messages

received abroad or an internet connection made from a mobile network (roaming costs): the Client and the user are responsible for controlling these costs which are not dependent on the Bank.

4.3 The Bank also accepts no responsibility for the consequences that the Client and/or the user might incur in the event of BCGE Netbanking being unavailable for any reason other than those mentioned in clause 4.2 above.

4.4 The Bank accepts no responsibility for the user's equipment, for the technical access to BCGE Netbanking services, for the operator of the network (supplier) and for the software installed to use BCGE Netbanking. Regarding the software that the Bank might have supplied or to which it might have granted access, the Bank cannot guarantee that it will function properly either individually or in combination with other softwares chosen by the user.

In particular, the Bank accepts no responsibility for any malfunctions, breakdowns or damage that could be incurred or caused by the equipment of the Client and/or the user or to the data stored in it due to technical deficiencies, disruptions, overloading or unlawful third-party interventions, unless it was due to serious negligence on the part of the Bank.

4.5 No security measure, even emanating from state-of-the-art technology, would be capable of guaranteeing absolute security, whether for the Bank or for the Client. The terminal (the user's computer or any other type of device which provides access to BCGE Netbanking) is beyond the Bank's control and may constitute a weak point in the system. In particular, there is a latent risk that a third party could gain access to the user's terminal without the knowledge of the user when the latter is using Netbanking services. Despite all the security measures, the Bank cannot, for technical reasons, accept any responsibility concerning this terminal.

The user has an active role to play in ensuring the security of the terminal and of the information exchanged by internet. In particular, the Client takes note of the following non-exhaustive recommendations aimed at avoiding, as far as possible, unlawful access and undertakes to inform any potential user about them:

- **Keep informed on a regular basis about the precautionary measures that should be adopted regarding use of the terminal, security measures for the terminal and use of the internet and take the appropriate precautionary and security measures so as to avoid all material risks.**
- **Adequately protect one's computer and other devices granting access to BCGE Netbanking:** use of an internet protection software (protection against malware infections, antivirus, firewall, anti-spam, etc.), installation of reliable software, regular updates to the software on the computer, sufficient protection of the data stored in the computer's memory, security of the connection, avoid browsing the internet in administrator mode, allow remote destruction of data in case of loss, etc.
- **Behave cautiously when using the internet.** Pay particular attention to the sites visited, avoid downloading from public forums or networks which are open to illegal downloading, be extremely cautious with e-mails, never reply to or follow up an e-mail which might appear to come from the Bank demanding information about the Client's or the user's banking relationship, check the identity and security of the sites used, only use secure sites for any confidential or financial operation, only provide confidential information (e-mail address for example) to trusted sites, etc.
- **Adequately protect one's means of identification:** do not communicate means of identification to a third party or to any site other than that of the Bank, prevent data input on the screen or typed on the keyboard from being seen, do not use passwords that are too simple (personal data such as date of birth, children's first name or a password already used on another site, sequence of simple characters, etc.), do not save means of identification when an identification key is not required, etc. The password and the identification key codes are only known by the user; not even BCGE staff have access to this information.

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The Client is responsible for ensuring, for himself or for the user, that the risks that could affect the security of data and communications are minimised, by regularly keeping updated about the necessary precautionary measures and by installing the appropriate security devices. On its website (www.bcge.ch/securite) the Bank provides advice to the Client and the user which cannot bind the Bank and whose completeness is not guaranteed. In all cases, the Client is solely responsible for his terminal and the use made of it, including in case of access to BCGE Netbanking or the use of the session by a third party with the Client's means of identification.

4.6 If an order made using BCGE Netbanking is not executed, or incorrectly executed, the Bank shall not be liable for the resulting immediate consequences unless there is evidence of gross negligence on its part.

The Bank shall not be liable for any indirect and consequential damage, damage by a third party (including the user), or any loss or damages arising from failure by the Client to perform his contractual obligations towards third parties.

The Bank accepts no liability for damages, whether consequential or immediate, resulting from minor negligence on the part of support staff.

4.7 E-mail. The BCGE Netbanking e-mail function is designed to receive any request from the Client relating to operations that can be carried out by BCGE Netbanking (request for account extract, power of attorney form, advice, etc.), with the exception of the following. **This e-mail function cannot be used to send instructions such as payment or stock market orders for example, nor to cancel prior instructions. The Bank will therefore not execute orders or instructions that it receives via the BCGE Netbanking e-mail function, nor will it cancel payment or stock market orders received via the BCGE Netbanking e-mail function, thereby relieving it of all liability.**

Any information or proposals sent using the BCGE Netbanking e-mail function cannot bind the Bank as any valid legal commitment by the Bank requires the joint signatures of two authorised persons.

4.8 It is impossible to totally guarantee the security and confidentiality of electronic communications. The Client understands the following risks, which he accepts, and undertakes to inform the user accordingly:

Swiss law, particularly the provisions regarding bank secrecy, is only applicable to Switzerland. Data transmitted abroad is therefore not covered by bank secrecy.

BCGE Netbanking services are provided via internet, on a network which is open and accessible to everyone. The transmission of data and information via internet is typically cross-border and uncontrolled, even if the sender and the recipient are located in Switzerland. The data is encrypted, but not the identity of the sender or the recipient.

When the user is connected to the internet and accesses the BCGE Netbanking service, his internet access provider or other internet players can identify the contacts between the user and the Bank, and in so doing establish a banking relationship link.

By filling in the form provided, the Client can activate the **SMS Connect** service in order to receive the security code to be able to connect to BCGE Netbanking or to be notified by text message about operations carried out on his accounts/custody accounts (in this latter case, the Client can also ask for these messages to be sent by e-mail). If text-messaging services are used, the messages are sent via the telephone network, using channels which are not encrypted, not controlled and which can transit through networks abroad even if the sender and the recipient are in Switzerland. By activating the text messaging services the Client declares that he expressly accepts that the Bank sends text messages and notes that personal data can be

transmitted if he asks to be notified specifically about operations carried out on his accounts/custody accounts.

If these options are activated, the Bank will then send a message to the e-mail address and/or to the phone number (text message) indicated by the Client. The internet access and/or, respectively the user's telephone operator can, by means of this message sent by the Bank, determine when and with whom the user made contact and establish a banking relationship link between the user and the Bank.

4.9 The Client bears all the consequences that may result from the misuse of his means of identification or of those of authorised persons. The user must in particular inform the Bank immediately of any change of telephone number and/or e-mail address, likewise of any loss or theft of his telephone or his computer or of any device used to access BCGE Netbanking. He must also take appropriate measures to protect access to these devices.

Article 5 – Blocking access

5.1 The Bank reserves the right to block access, at any time, to BCGE Netbanking, totally or partially, or to suspend or modify the sending of text messages, without giving a reason and without prior notice. It will particularly make use of this right, in order to avoid interference from unauthorised persons, in the event of incorrect identification attempts.

5.2 In the above-mentioned case, the block can only be lifted by the Bank upon written request from the Client.

Article 6 – Terms of power of attorney

6.1 Under these user conditions, a user is the one who has been designated as such by the Client in the BCGE Netbanking contract. To exercise his powers, the user receives a user number, his identification key and a password which he must change in accordance with clause 2.2.

6.2 The powers granted to the user in the BCGE Netbanking contract remain valid until they are revoked in writing.

It is expressly provided that the powers thereby granted do not expire at the Client's death or loss of capacity to act, but that they remain in force until they are revoked in writing by the heirs or the legal representative.

The powers communicated to the Bank in the BCGE Netbanking contract are valid regardless of any diverging Commercial Register entries, other official publications or information possibly recorded on other documents filed with the Bank.

6.3 Under these user conditions, the holder of a power of attorney is the one who has been designated as such by the Client by means of (a) general or special authorisation(s).

The powers granted by a general or special authorisation do not give automatic access to BCGE Netbanking. Access to BCGE Netbanking services must be expressly requested and formalised by a BCGE Netbanking contract.

- The BCGE Netbanking contract must in all cases be signed by the Client and the user.
- In the context of access to the accounts/custody accounts of a company, regardless of its legal form (including sole proprietorships), the BCGE Netbanking contract must in all cases be signed by the user and the person(s) who can enter into legally binding commitments on behalf of the company based on the documents recognised by the Bank and filed with the Bank (articles of association or official publications of the company, registration in the Commercial Registers, etc.).

6.4 The revocation of (a) general or special authorisation(s), outside of the BCGE Netbanking distribution channel, does not imply the revocation of authorisation(s) to use BCGE Netbanking services and vice versa.

Article 7 – eBill

BCGE Netbanking offers its users a function that enables them to access the infrastructure set up by SIX Paynet SA on behalf of

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Swiss banks for the execution of digital invoices. This infrastructure enables the transmission, display and electronic processing of invoices and documents from invoice issuers (e.g. health insurance companies, industrial services, public administrations, telephone operators and many other companies) and the processing of related services. In particular, eBill enables the Client to receive invoices in electronic format, check them and process them online at any time, regardless of their location. This makes paying invoices quicker, more reliable and paperless.

The Client can access eBill by clicking on a link in BCGE Netbanking. He must first accept the BCGE eBill conditions of use and then register for the eBill service. He has the option at any time to dispense with the eBill service of certain issuers only or to completely terminate his registration with eBill by unsubscribing in accordance with the process provided for that purpose.

Article 8 – Fees

The Client acknowledges the Bank's right to charge fees for the consultation of certain information made available by BCGE Netbanking. The nature of such information and the fees charged will be communicated to the Client and to authorised persons.

The Bank reserves the right to invoice its Netbanking services, and to modify the existing rates. The Bank is entitled to debit any fees from a Client's account.

Article 9 – Electronic documents (e-documents)

The Client can mandate the Bank to send him the supporting documents for certain banking operations via BCGE Netbanking.

The Bank has fulfilled its obligations once it has sent the above-mentioned documents to the user via BCGE Netbanking. However, the Bank is entitled at any time to send bank supporting documents only, or also, in hard-copy format, without having to provide a reason.

The supporting documents are deemed to have been regularly received on the day on which they are made available via BCGE Netbanking. If no complaints are made within one month at the latest, the bank documents will be deemed to have been accepted.

The Client expressly acknowledges that, by sending bank supporting documents electronically, the Bank fulfils its obligations in terms of communication and reporting.

The Client is responsible for keeping the bank supporting documents, which are made available in BCGE Netbanking for a defined period as indicated on the Bank's website (www.bcge.ch/demo).

Article 10 – Foreign legislation

In some circumstances, foreign laws can be violated by using BCGE Netbanking and its associated messaging services (text/e-mail). It is the responsibility of the Client and the user to inform themselves on this subject and to ensure that all the applicable rules and restrictions are complied with. In particular, due to the high degree of encrypted data circulating on the internet, some countries prohibit it on their territory. The Bank declines all responsibility in case of non-compliance with the applicable legislation by the Client or user.

Article 11 - Marketing

The Client and the user authorise the Bank to use BCGE Netbanking Client data for marketing purposes. Such data shall not be communicated to third parties and shall solely be used for statistical (in particular frequency of use) and promotional (communication of offers) purposes, in order to best determine the Client's needs.

Article 12 – Amendment to the contract

12.1 The Bank reserves the right to amend or to cancel, these

user conditions at any time.

12.2 The Client will be notified about any amendments to the user conditions for BCGE Netbanking, for himself and for the user, through the BCGE Netbanking channel or by any other means deemed appropriate by the Bank. If no written objection from the Client is received within one month of him having been sent the communication, the amendments will be deemed as approved. The user conditions for the BCGE Netbanking services are available on the Bank's website (www.bcge.ch), under "Legal Information". The Client and any authorised person undertake to consult them.

Article 13 – Termination

13.1 The Client and the Bank can, at any time and without advance notice, terminate the use of BCGE Netbanking wholly or partially, by written notification.

13.2 The actual termination of the BCGE Netbanking contract takes effect, at the latest, one working day after the Bank has received the Client's written notification of termination; the BCGE Netbanking contract and its access remain active until the Bank cancels all BCGE Netbanking access. Until the accesses are cancelled, the user can continue to send or amend orders using BCGE Netbanking.

Once the Bank has cancelled all access to BCGE Netbanking, termination is effective and the user's access in the BCGE Netbanking contract is no longer possible. The powers granted to users in the BCGE Netbanking contract are then automatically cancelled.

13.3 Orders transmitted by BCGE Netbanking during the term of the BCGE Netbanking contract remain valid if they need to be executed after the contract has been terminated. Only the Client or the power of attorney holder can, in writing, cancel them definitively or amend them.

Following the cancellation of all BCGE Netbanking access, the Bank will only cancel or amend a BCGE Netbanking order if the Client's or power of attorney holder's written notification requesting the cancellation or amendment of such an order is received no later than three working days before the execution date of the order.

13.4 The Client, through the intermediary of the user, is responsible for downloading and saving/printing the e-documents before the termination of his BCGE Netbanking access.

Article 14 – General conditions, applicable law and place of jurisdiction

14.1 The Bank's general conditions are also applicable within the BCGE Netbanking relationship, as are any special provisions of the Bank governing certain services offered within the framework of BCGE Netbanking.

The legal provisions governing the use of telecommunication networks remain unaffected.

14.2 All legal relationships between the Client and the Bank arising from these conditions are subject to Swiss law.

14.3 The place of execution and the place of jurisdiction for all proceedings is in Geneva, subject to appeal to the Federal Court in Lausanne. The Bank nonetheless reserves the right to take legal action before the courts in the Client's domicile or before any other competent court.

Only the original French text shall be binding