BCV-net Terms and Conditions of Use

I. General conditions

1. BCV-net (accessed via BCV's website or the BCV Mobile app)

Banque Cantonale Vaudoise ("BCV") provides its customers with the ability to view their accounts and carry out certain types of transactions using BCV's online banking system ("BCV-net"). BCV-net may be accessed via BCV's website or the BCV Mobile app.

These Terms and Conditions of Use for BCV-net govern the relationship between:

(i) BCV and

(ii) the customer (i.e., the holder(s) of the account(s) for which a BCV-net Membership Agreement was requested by the customer and was granted by BCV) or the customer's representative (collectively the "Customer").

with regard to BCV-net and its various features.

An authorized user is defined as the Customer or any other person specifically authorized by the Customer who uses BCV-net (collectively the "User"). Both the Customer and the User are bound by these Terms and Conditions of Use. The Customer assumes full responsibility for the compliance with these Terms and Conditions of Use by any User whom the Customer designates. The Customer must inform any such User of these Terms and Conditions of Use. Once the BCV-net Membership Agreement has been signed by the Customer and accepted by BCV, thereby finalizing the user contract entered into with BCV, the User will receive instructions on how to log in to BCV-net. Further information will be available on BCV-net.

By using BCV-net, the Customer and any designated User expressly accept these Terms and Conditions of Use and BCV's fee schedule.

2. Access to BCV-net services

2.1 Users log in to BCV-net and access its various features by correctly identifying themselves with their BCV-net user ID, personal password consisting of numbers and/or letters, and one of the following means of authentication:

- a BCV e-code reader and card (invoiced according to BCV's fee schedule, available at www.bcv.ch), with instructions for use provided in the quick reference guide (available at www.bcv.ch/ecode);
- a BCV smartCode reader (invoiced according to BCV's fee schedule, available at www.bcv.ch), with instructions for use provided in the quick reference guide (available at www.bcv.ch/smartcode);
- BCV smartID, which generates a temporary QR code in the BCV Mobile app on the User's mobile telephone. BCV recommends that the User regularly change the personal code they use with smartID or smartCode.

Users are responsible for using the means of authentication listed above.

2.2 BCV is entitled to treat any User identified in accordance with Section 2.1 as having been authorized to access BCV-net, without the need for further proof of authorization. BCV will not conduct any verification beyond one of the processes described in Section 2.1. BCV is not required to verify whether the instructions received are consistent with the Customer's normal behavior. The User may therefore validly:

- send messages to BCV via the secure electronic messaging system;
- obtain and use information regarding any accounts to which the User has access;
- give orders to debit any accounts specified by the User (using the BCV-net dedicated functions only);
- place market orders to buy or sell securities held or to be held in the securities account linked to the debited or credited account specified by the User (using the BCV-net dedicated functions only);
- sign up for, add, and link products and services, where possible, using the electronic signature recognized by BCV. BCV will be deemed to have met its obligations when it acts on requests, received via BCV-net's dedicated functions, to view accounts or to make payments or place market orders, provided that BCV acts in accordance with the agreement(s) entered into between BCV and the Customer.

2.3 Orders made via BCV-net will be executed as soon as practicable. BCV is entitled, at its discretion, to refuse to execute specific orders placed via BCV-net, in particular, if there are insufficient funds or if the orders exceed the pre-defined credit limit. Any orders placed via BCV-net will be subject to BCV's Special Conditions Applicable to Payment Processing and the Safe Custody Regulations (available at https://www.bcv.ch/en/Legal-information/General-conditions-and-regulations).

2.4 The Customer agrees to unconditionally accept all transactions executed by BCV on the basis of orders submitted by the User via BCV-net, even without written confirmation by the Customer. The Customer also agrees that all instructions and other communications received by BCV via BCV-net will be deemed to have been issued by the User, who is authorized to represent the Customer.

2.5 The Customer is responsible for informing the User of any changes that the Customer requests of BCV that could affect the type of access given to the User. BCV will not specifically confirm to the User any such changes that are made.

3. Duty of care of the Customer and the User relative to the various means of authentication

3.1 The User is responsible for the means of authentication that the User uses, and should take every precaution to keep them safe. To protect against unauthorized use, the User must ensure that the User's personal password and PIN for the BCV e-code authentication method remain strictly confidential. Personal passwords and PINs must not be kept in writing. The Customer assumes full responsibility for all risks arising from third-party knowledge of the User's means of authentication. The User must immediately change the User's password or PIN if there are reasons to suspect that they have become known to an unauthorized third party.

Additional information on the use of the BCV e-code authentication method is available in French on the BCV website at www.bcv.ch/ecode.

3.2 If the User's mobile telephone or other device on which text messages can be sent and received or on which the BCV smartID system can be used is stolen or lost, the User must immediately contact the mobile telephone operator to block the SIM card and must inform BCV, which will block the User's access to BCV-net as soon as practicable.

4. BCV-net environment

4.1 The BCV-net environment (the "Environment") refers to all services provided by BCV to the Customer and/or accessible by the User via BCV-net.

4.2 Unless specifically requested, when initially subscribing to BCV-net, the Environment will automatically include all services provided by BCV to the Customer (including bank accounts, Epargne 3 savings accounts, mortgage loans, securities accounts, bank cards, and accounts for which the Customer has power of attorney).

4.3 Each User can independently manage the User's Environment, such as to add/remove access to individual accounts, add/remove cards, or create/delete standing orders.

4.4 Each User alone is responsible for managing the User's Environment. BCV will not specifically confirm for the Customer or the User any changes made by the User to the Environment.

5. Exclusion of liability

BCV's exclusion of liability

5.1 Given that only the Customer and User control the means of access to and the rights associated with BCV-net, BCV can in no way monitor access to the service or transactions carried out. **BCV is authorized to treat any instruction it receives, once the authentication process described in Section 2.1 is successfully completed, as an instruction from the Customer or from the User (who is authorized to represent the Customer to BCV). The Customer thus assumes the risks resulting from: (i) a manipulation of the User's IT system; (ii) the fraudulent use of the authentication process described in Section 2.1; and (iii) the intrusion of an unauthorized third party during the data transmission process.**

5.2 BCV cannot be held responsible for the accuracy or completeness of transmitted communications. In particular, account information (such as balances, extracts, and transactions) is considered indicative and is not binding on BCV. Moreover, unless expressly stipulated to the contrary, the communications sent are never firm offers. Information about market prices and exchange rates is therefore indicative only and is never binding on BCV.

5.3 The BCV-net messaging system is designed solely for exchanging information and for the Customer to send requests relating to operations that may be carried out on BCV-net, such as changing an address, closing an account, or ordering foreign currency. **It may not be used to send legally binding orders or instructions, such as payment or market orders. BCV will therefore not execute any legally binding orders or instructions received via the BCV-net messaging system.** These must be made using the functions and designated forms provided by BCV in a dedicated tab in BCV-net. Information and proposals sent via the messaging system are not binding on BCV, since a legally binding commitment requires the signature of two authorized signatories.

Duties of the Customer and User

5.4 The User is required to take every precaution to protect the User's log-in materials and information. These means of authentication may in no event be provided or made accessible to third parties. Passwords must not be noted on any means of authentication or recorded in electronic or physical format. Passwords must not be easily deduced (e.g., telephone numbers, birthdates, license plate numbers, and obvious sequences of numbers). The User must not reply to requests that claim to be sent by BCV and that ask the recipient to provide personal log-in information (by entering it on a website, for example). The User should immediately inform BCV of any such requests. If there is reason to suspect that another person has acquired knowledge of any means of authentication, the User must change them immediately. BCV must be notified immediately if any means of authentication are lost or used by an unauthorized person.

5.5 It is possible that an unauthorized third party may try to access the User's IT system. The User must therefore implement all customary safeguards to limit security risks (e.g., the risks inherent in using the internet). In particular, the User must ensure that its operating system and internet browser are kept up to date by installing patches made available and recommended by the various service providers. The User is required to take the customary security precautions for using the internet (e.g., installing a firewall and using regularly updated antivirus programs). The User is responsible for learning about the specific security measures that are necessary and for implementing them. Moreover, the User must take all necessary precautions to protect any data recorded on its IT system.

Exclusion of BCV's liability for risks related to IT infrastructure

5.6 Because the User will connect to BCV-net via the internet, BCV will make this connection secure by using market-standard encryption algorithms to encrypt data exchanged between the User and BCV. **However, the use of an encrypted internet network is prohibited by law in some countries. Because of the advanced encryption technology used by BCV, the User must ensure that it complies with any restrictions or prohibitions imposed in a country with such legislation.**

5.7 BCV will not be liable for any loss or damage that may be caused to the User's equipment or to any data that may be recorded thereon, including but not limited to loss or damage resulting from technical problems, breakdowns, tampering with IT equipment by unauthorized parties, network overload, congestion, disruption to internet service, or any other deficiencies.

5.8 BCV uses a multilevel data encryption system for BCV-net. However, no system can guarantee absolute security. Each User therefore acknowledges and accepts the following risks:

- Vulnerabilities in the device (such as a computer, tablet, or smartphone) the User uses to access BCV-net or in the security precautions taken, thereby facilitating unauthorized access (e.g., poor protection of data stored on the hard drive or of file transfers). It is the User's responsibility to access BCV-net only on devices without vulnerabilities and to apply the best security precautions.

- It is also possible that the User's internet provider may monitor browsing traffic. This means that the provider could identify when and with whom the User makes contact, and therefore learn of the existence of a banking or other contractual relationship between the User and BCV.
- There is always a risk that the User's device may become contaminated with a virus or similar program while connected to and communicating with a network. The User is therefore solely responsible for using security software capable of providing the necessary protection and for using software from reliable sources only. When the User connects to BCV-net, BCV has no means of verifying whether the User's device is sufficiently secure or of detecting whether the User's device has a virus or similar program. BCV waives all liability in the event that the basic configuration of the User's device (as required by the supplier of the device) has been changed.
- BCV will not be liable for the BCV-net website or the BCV Mobile app. BCV does not represent or warrant that the website and app will satisfy all or any of the User's requirements or that they will work perfectly with other programs used by the User. BCV is not responsible for the technical elements of the User's access to BCV-net; this is the User's responsibility. As such, BCV assumes no liability for the operations of the network (the internet, in particular) or of the software required to use BCV-net.
- BCV-net must be accessed via an internet connection, and BCV cannot control the quality of the connection or the security and confidentiality of transmitted data. BCV cannot be held responsible for any loss or damage caused to the User as a result of transmission errors, technical problems, service interruptions, breakdowns, or tampering with the electronic or internet networks.

The Customer must inform each User of the warnings given by BCV in this document. The Customer must also release BCV from all liability for any claims that a User makes against BCV in relation to BCV-net.

6. Blocking access

If the wrong password is entered four times or the means of authentication fails four times, the system will block the User's access to BCV-net. When there is a risk of unauthorized use, the User can block all access by entering a wrong password four times or causing the means of authentication to fail four times.

In order to restore the User's access to BCV-net, the User can contact BCV's Customer Service Center during business hours. In all cases, BCV reserves the right to require prior written authorization from the Customer before restoring a User's access to BCV-net.

BCV is authorized to block the User's access to BCV-net at any time without justification or prior notification should it deem such action necessary for security and/or other reasons.

7. Security center

7.1 General information

The Customer can use the security center in BCV-net to change their BCV-net log-in settings and payment settings. These options are part of an ongoing effort by BCV to enhance security. Any future changes to them will not require an update to these Terms and Conditions of Use.

7.2 Default settings

Certain default settings, which are based in part on the Customer's profile (individual, corporate, or mixed), are automatically assigned to the Customer. **The User is responsible for changing these default settings in accordance with the Customer's payment habits.** The User can change these settings at any time in the BCV-net security center.

7.3 Handling payment orders blocked by BCV as part of fraud prevention efforts

BCV reserves the right not to execute certain payment orders on the execution date requested by the User, including in the context of fraud prevention efforts. In this case, the payment order is blocked for analysis by BCV before being executed or canceled.

When the required conditions are met, the decision to release or cancel the payment order may be delegated to the User. In that case, the User will consult the details of the payment order and notify BCV, via the BCV Mobile app and by the deadline stated by BCV, of their decision to execute or cancel the payment order.

In such cases, the User alone bears responsibility for the decision to release or cancel the payment order.

If the User fails to make a decision by the stated deadline, BCV reserves the right to release or cancel the blocked payment orders. BCV also reserves the right to manage these orders in any other way that it deems useful. BCV disclaims all liability for the direct or indirect consequences of its decision to block payment orders.

8. Fees

BCV reserves the right to charge a fee for access to certain information available through BCV-net. The nature of this information and the amount of the fees will be communicated to the Customer and/or to the User via BCV-net beforehand. Transactions carried out via BCV-net will be subject to BCV's standard fee schedule, which is available at www.bcv.ch.

9. Termination

The Customer and BCV may immediately terminate the use of BCV-net, in whole or in part, at any time, upon written notice to the other party.

If the User does not log in to BCV-net for more than 12 consecutive months, BCV reserves the right to revoke the User's access. If there is no other User associated with the BCV-net Membership Agreement, the Agreement will be automatically terminated.

10. Cancellation of payment instructions

BCV reserves the right to cancel any and all non-executed payment instructions, including standing orders, if:

- the User's access is revoked and no other User is authorized to access BCV-net for the accounts for which the non-executed payment instructions have been saved;
- the account for which the non-executed payment instructions have been saved has been closed; or
- BCV, at its own discretion, deems the account for which the non-executed payment instructions have been saved to be fraudulent.

11. Modifications

BCV reserves the right to modify or terminate at any time the services offered, these Terms and Conditions of Use and

any additional provisions, the quick reference guide, and the online help. In particular, BCV may modify the means of authentication provided in Section 2.1, including in response to technological developments.

Modifications will be communicated to the Customer and/or the User via BCV-net or by any other means deemed appropriate by BCV and will be considered approved once the Customer and/or the User use(s) BCV-net or if BCV receives no written objection within 30 days of the information being communicated to the Customer.

12. Data protection

The User authorizes BCV to use the Client's data collected on BCV-net, in particular for statistical and marketing purposes. This data will not be passed on to third parties and thus may be used to measure frequency of use and to determine Customer requirements. Other matters related to data protection are governed by Article 18 of BCV's General Conditions.

13. General conditions, governing law and jurisdiction

BCV's General Conditions and Special Conditions Applicable to Payment Processing and the Safe Custody Regulations (available at https://www.bcv.ch/en/Legalinformation/General-conditions-and-regulations) apply to these Terms and Conditions of Use and the conditions specific to the additional BCV-net features (see Section II below), particularly the clauses relating to the application of Swiss law and the place of jurisdiction.

With regard to data protection, the Data Privacy Notice from BCV Group Companies (available at https://www.bcv.ch/en/Legal-information/Data-privacy) also applies.

II. Conditions specific to the additional features

14. E-statements

The User may access certain documents specified by BCV via the e-statements section of BCV-net. By subscribing to BCV-net, and depending on the access rights granted for specific products and services, the Customer agrees to automatically receive all account advices and statements provided by BCV to the Customer and/or the User via electronic means only. The Customer and/or the User accepts that BCV has fulfilled its duty of accountability to the Customer when these documents are transmitted to the Customer and/or the User via the e-statements section of BCV-net. Once they appear in the e-statements section of BCV-net, such documents are available for download from BCV-net for 36 months. After this period has expired, BCV may charge a fee for any copies ordered by the Customer. The Customer may at any time request BCV in writing to stop transmitting these documents electronically and to send paper copies instead. In that case, BCV will be entitled to charge for postage.

15. Push notifications and email alerts (optional service)

15.1 General information

If the User activates this service, the User will be informed by push notifications and/or email alerts of events defined by the User (e.g., activity on accounts that can be viewed via BCV-net). By activating this service, the User authorizes BCV to send push notifications (via the BCV Mobile app) and emails regarding the events in question to the addresses or mobile devices indicated by the User. Push notifications and email alerts are currently free of charge. However, BCV reserves the right to introduce fees for this service at a later date.

If the User's mobile telephone or other device on which push notifications can be received is stolen or lost, the User must immediately deactivate this service via BCV-net. Otherwise, an unauthorized third party could acquire knowledge of the information sent by BCV to the User.

By using the push notification and/or email alert service, the Customer and each User acknowledge and accept: (1) the risk of a breach in confidentiality and the resulting disclosure of the banking relationship and banking information to third parties (e.g., if the device used to receive notifications is lost or if, because the data transmission is not encrypted, third parties in Switzerland or abroad are able to surreptitiously view and monitor information); (2) the risk that information could be modified or falsified (e.g., dissemination of false information); (3) the risk of system interruptions or other communication breakdowns that could slow or disrupt transmission, cause delivery errors, or erase information; (4) the risk of fraudulent use with prejudicial consequences resulting from the interception of information by third parties; (5) the absence of guarantees from BCV, from third parties, and from any partners regarding the sending and receiving of push notifications and email alerts; and (6) the fact that BCV disclaims liability, to the extent permitted by law, for any harm resulting from the use of this service.

15.2 Push notifications

Push notifications are sent to the device(s) registered for this service. Push notifications sent by BCV are encrypted but pass through the infrastructure provided by external service providers (depending on the type of device used). These external service providers could therefore acquire knowledge of the content of the notifications and thereby become aware of the User's banking or other contractual relationship with BCV.

15.3 Email alerts

Email alerts are sent to the email address designated by the User and registered by BCV for this service. Email alerts sent by BCV are not encrypted and may thus be intercepted and read by unauthorized third parties who could thereby become aware of the User's banking or other contractual relationship with BCV.

16. "Spending and Budgets" and "Financial Assistant" services (the "Service")

16.1 Description

The Service provides charts that break down incoming and outgoing funds to help the Customer assess, plan, and manage the Customer's spending, accounts, and budgets. For this purpose and wherever possible, every transaction completed in the Customer's accounts via BCV-net is automatically assigned to a category.

The Service takes into account data in BCV's possession relative to payment transactions and other information provided by the User relating to the use of BCV-net (including credit card data supplied by Viseca as an intermediary). Permission for sharing data regarding Customers' credit-card transactions can be revoked. To do so, Customers must contact Viseca support directly.

Customers will automatically be given access to the service most suited to their needs based on their classification by BCV as personal banking or corporate clients.

The Spending and Budgets service was designed primarily for private use by individuals.

The Financial Assistant service was designed primarily for commercial use by companies.

As part of the Service, the Customer authorizes BCV to communicate to each User information about the Customer's assets, account transactions, expenses, the User's banking relationship with BCV, and data entered into BCV-net.

The Service is offered on BCV-net free of charge. However, BCV reserves the right to introduce fees for this service at a later date.

BCV also reserves the right to change or remove specific features of the Service at any time without notice.

The Service is provided for information only and the analyses are largely automatic. This means that some information may not be accurate (including the categorization of outflows and the estimated inflows). **BCV will in no way be liable for whether the information shown as part of the Service is accurate, complete, and up to date.**

16.2 Confidentiality

BCV will not provide the aforementioned data and analyses to third parties without the User's prior agreement.

16.3 Activating and deactivating the Service

The User may activate or deactivate the Service at any time by clicking on either "activate" or "deactivate" in the tab dedicated to the Service on BCV-net.

17. eBill

BCV uses a service developed by SIX Paynet AG ("SIX") to provide the Customer with electronic bill ("eBill") management services, such as signing up to use the eBill system, sending and saving eBills, and preparing payment orders (using the IBAN(s) of the Customer's corresponding account(s)).

The Customer can use the SIX eBill web portal (the "Portal") by activating the Portal directly in the BCV-net environment.

17.1 Portal

The Portal is a platform developed by SIX and integrated into the BCV-net environment for managing eBills. SIX may use the services of other companies (subcontractors) to provide this service.

By activating the Portal in the BCV-net environment, the User accepts that:

- BCV communicates to SIX all the information necessary to execute the User's eBills, including the Customer's name, the User's name(s), and the IBAN(s) of the Customer's account(s);
- SIX may send emails to the User on behalf of BCV using the email addresses the User provides when signing up for the Portal.

The User can use the Portal to view and manage, in the BCV-net environment, all eBills sent by billers to SIX.

The User can use the Portal to accept and pay eBills or to refuse eBills that the User does not approve.

17.2 Registering to use the Portal

Signing up

The sign-up process consists of three steps:

a. The User must accept the Portal Terms and Conditions of Use, which are available in the BCV-net environment.

b. The User will then be automatically redirected from the BCV-net environment to the Portal sign-up page. The User must enter the User's email address, where the User will receive a personal activation code from SIX to activate the service.

c. The User completes the sign-up process by entering the personal activation code in the Portal in order to confirm the User's email address. The User can then select the billers from which the User wishes to receive eBills through the Portal.

Activation code

The activation code is required only once, during the sign-up process.

Accessing the Portal

To manage eBills, the User accesses the Portal directly through the BCV-net environment; no further log-in is required.

Blocking the Portal

BCV is authorized to block access to the Portal at any time, at its own discretion, and without having to justify its action.

17.3 Managing eBills

Payment execution following eBill approval

After the User approves an eBill in the Portal, a payment order is automatically entered into BCV's list of scheduled payments or payments awaiting signature. Once they have been approved in the Portal, the User can view and cancel payment orders in BCV-net.

Canceling or modifying a scheduled payment or a payment awaiting signature

The User can cancel or modify scheduled payments or payments awaiting signature, after they have been approved in the Portal, directly in the BCV-net environment.

17.4 eBill execution

The User alone bears responsibility for the proper execution of payment orders.

The User must ensure the information in the payment order is accurate and complete when approving the payment order in the Portal.

The Customer authorizes BCV to execute all payment orders that BCV receives from SIX through the Portal.

BCV nevertheless has the right to refuse to execute payment orders at its discretion, if the User's account has insufficient funds or the User's credit limit would be exceeded.

17.5 Confidentiality and data protection

The User may request to be alerted by email whenever a new eBill is received in the Portal; this feature can be activated in the Portal. For technical reasons, these alerts are sent via text message over unencrypted networks; confidentiality can therefore not be guaranteed. In addition, as is the case with all payments, billers that receive payments will be aware that the Customer has a banking relationship with BCV.

17.6 Liability

BCV cannot be held liable for any harm caused to the User or a third party if the eBills are improperly managed. The User must resolve any complaints or disagreements concerning eBills with the biller in question.

BCV expressly waives all liability regarding the availability and content of the Portal and of billers' and third-party websites.

BCV also waives all liability for any harm resulting from mishaps with the transmission networks or with the User's or the SIX IT systems that could affect the execution of an eBill – such as transmission errors, technical problems, breakdowns, service interruptions, or illegal tampering – or resulting from the use of third-party software.

In all other respects, BCV's liability concerning the execution of payment orders that it receives through the Portal will be determined by BCV's General Conditions and Special Conditions Applicable to Payment Processing.

17.7 Storage

The User can access eBills for 90 days from the date on which they are made available by SIX; they are not stored or backed up by BCV.

The User is therefore responsible for saving and storing eBills. BCV recommends that the User save eBills locally on the User's computer.

17.8 Removing billers and deactivation

Removing billers

If the User no longer wishes to receive eBills from a given biller, the User can deactivate this feature for that biller. This can be done on the Portal. The biller will be informed of this action.

Deactivating eBill

If the User no longer wishes to use the Portal with BCV, the User can deactivate it entirely in the BCV-net environment.

17.9 Fees

Use of the Portal is currently free of charge, apart from the normal fees for payment transactions. The payment-processing fees currently in effect are available on BCV's website (www.bcv.ch) and at BCV branches. BCV may receive remuneration for eBill transactions carried out by the Customer. The Customer agrees that these benefits accrue to BCV as compensation.

BCV reserves the right to introduce specific fees at any time for using the Portal. BCV will inform the User of such fees by any means of communication that BCV deems appropriate.

17.10 Taxes and bookkeeping

The User is aware that electronic bills cannot be used to justify tax deductions (e.g., VAT or business expenses) or reimbursement claims (e.g., for health insurance).

The User alone is responsible for complying with the User's tax obligations. If the User is legally required to keep books, the User is personally responsible for confirming in advance whether or not eBills meet legal requirements (such as for VAT). BCV expressly waives all liability in this regard.

18. Access rights management service for corporate clients

18.1 Description

The access rights management service is for corporate clients that wish to independently manage the access rights to accounts accessible on BCV-net. Corporate clients can designate one or more Users to be superusers who can then manage other Users' access rights for a given BCV-net Membership Agreement.

This service is free of charge in BCV-net; however, BCV reserves the right to introduce fees for this service at a later date.

The superuser manages other Users' access rights to the accounts that the superuser has access to as a User ("Superuser Scope") regardless of the superuser's own level of access to these accounts. In other words, the type of access rights the superuser has for the accounts will not limit what rights the superuser can grant to other Users. The superuser's management of access rights will automatically be adapted as accounts are added to or deleted from the Superuser Scope.

With the access rights management service, superusers can:

- view the rights of Users who have access to the accounts in the Superuser Scope;
- grant or revoke a User's access to one or more accounts in the Superuser Scope and change the rights a User has to accounts in the Superuser Scope; and
- approve other superusers' requests to change a User's rights.

The following rights can be granted or revoked:

- viewing the account and account transactions;
- entering payments and signing off on them alone, with another user, or not at all;
- viewing salary payments;
- belonging to a signing group that requires a User from another signing group to sign (Users in the same signing group cannot sign off on the same payment); and
- viewing e-statements.

Superusers cannot:

- create a new BCV-net user ID or grant rights to a User who does not have access to an account in the Superuser Scope;
- delete a BCV-net user ID;
- manage the means of authentication; or
- change their own rights to accounts in the Superuser Scope.

18.2 Degree of independence in managing access rights

The Customer may choose whether a given superuser may change Users' access rights alone or instead be subject to a validation system by which one or two other superusers must approve any changes to rights. Clients must make that choice when they fill out the Request to Add or Change Superuser Access form.

Any approved changes to access rights will take immediate effect.

18.3 Exclusion of liability

The corporate client and superusers alone are responsible for any changes made via this service. BCV cannot be held liable for the accuracy of or for any consequences (including financial) of the changes made via this service.

19. Updating or taking out a loan online (renewing interest rates, changing the type of loan, etc.)

This feature allows the Customer to take out a loan online under a master lending agreement that has been signed previously by the Customer. This constitutes a contractual relationship between the Customer and BCV. With this feature, the Customer

can accept the document that is sent via BCV-net. For the loan offer to be validly accepted and the loan agreement entered into, the Customer must first (i) complete the authentication process outlined in Section 2.1 above; and (ii) receive the confirmation that is sent to the Customer via BCV-net's secure messaging system.

The Customer must carefully check the content of the document sent via BCV-net. If the document does not correspond to the Customer's expectations, **the Customer must not accept the offer and must instead contact BCV immediately**. Complaints must be addressed to BCV immediately. By clicking on the corresponding button, the Customer confirms the Customer's wish to accept the document as sent via BCV-net. **The document will thus be deemed accepted.** Documents accepted online have the same legal effect as those signed by hand on paper and are considered original copies. Any subsequent reproduction of the document accepted online will have no legal effect. The Customer may be charged administrative fees and a penalty (which may amount to a significant sum of money) for any subsequent request to change the content of the document accepted online.

20. Portfolio service

20.1 Intended users of the service

This service is intended for Users who have access to a securities account under an investment advisory agreement or an asset management agreement with BCV.

If the investment advisory agreement or the asset management agreement associated with the securities account is terminated, this service will be automatically terminated without further notice from BCV.

20.2 Features of the service

The features described below apply only to the securities account and other accounts related to this service. In particular, they allow the User:

- to access an overview of the User's portfolio (i.e., securities account and other accounts) and a detailed report, at any time;
- to receive financial information on economic and market news;
- to receive and accept investment proposals from BCV; and
- to place buy/sell orders, provided that the User is exclusively domiciled in Switzerland.

20.3 The User's attention is drawn to the fact that the User may have access to all or part of the services mentioned above depending on the User's principal contract or domicile, particularly if the User is abroad. BCV is authorized, at its own discretion, to restrict or withdraw such services with immediate effect due to regulatory requirements under Swiss or foreign law and will notify the User accordingly.

20.4 Access to the portfolio overview and detailed report

The User can access the following:

- investment details
- investment performance
- investment allocation
- transaction history.

20.5 Financial Information

BCV periodically publishes economic and market information.

20.6 Investment proposal

An investment proposal consists of one or more transactions recommended by BCV to the User via BCV-net, which the User may accept online. Once the investment proposal has been accepted, the corresponding order(s) will be executed by BCV as soon as possible.

All investment proposals sent through this feature are made in accordance with the investment advisory agreement and its annexes signed with BCV.

20.7 Placement of buy/sell orders

The User can also place buy/sell orders directly.

All orders placed through this feature are carried out in accordance with the investment advisory agreement and its annexes signed with BCV, whether they are orders placed following advice from BCV or orders placed on the Customer's own initiative (without advice or recommendation from BCV).

After verifications are made under the investment advisory agreement, the User will be notified:

- of an order that is not appropriate, and will be asked to read the documentation provided;
- of an order that is not suitable, and will be informed of the reason(s) why.

In both cases, the User must then acknowledge having read these notices and confirm the order. If the User does not confirm the order, it will not be executed by BCV.

20.7.1 Investment universe and reliability of information

The User has access to the main Swiss, North American and European markets as well as to funds authorized for distribution in Switzerland and available in BCV's securities database. Subscription products, listed derivatives (exchange-traded derivatives) and over-the-counter derivatives (OTC derivatives) cannot be processed via this service. In addition, short sales are not permitted via this service.

Product documentation is systematically made available to Users when it is available in BCV's systems.

BCV makes every effort to carefully select the information it publishes on this service; however, it cannot guarantee that such information is accurate, reliable or complete. Any decision taken on the basis of this information is therefore taken at the User's sole risk, and BCV disclaims all liability for any direct or indirect loss, damage or injury. In addition, BCV reserves the right to modify the content of this service at any time and without notice.

20.7.2 Personal and tax restrictions

It is the User's responsibility to verify whether the purchase or sale of financial instruments by the User on the User's own initiative complies at all times with the applicable legislation and/or any specific provisions governing the User's status or activity. The User must also ensure, under the same conditions, that the User has the necessary authorizations to hold and/or make purchases or sales of such financial products. In addition, it is the User's responsibility to determine any tax implications when buying and selling securities or other financial instruments through BCV-net, and BCV shall have no liability whatsoever in this regard.

20.7.3 Orders, mistrades, and products with specific maturities or conditions

The User acknowledges that orders are not processed directly or at all times, since both the

trading days and hours of the relevant stock exchanges and BCV's opening hours must be taken into account. When discount brokerage is involved, BCV and its brokers do not assume any market impact linked to the transmission of an order. Except in the event of gross negligence on its part, BCV assumes no liability for the total or partial non-execution or the late execution of orders and for any resulting damages, including lost profits.

The User is responsible for checking the orders in progress. The User also agrees:

- not to exceed the amount of the User's assets in the accounts linked to BCV-net's Portfolio Service at the time of purchase; otherwise, the User does so at the User's own risk, and BCV shall have no liability whatsoever in this regard.

The User must hold a long position when selling physical securities, book-entry securities, claims, shares, etc. that are the subject of an order. The securities must be available for settlement in the User's accounts no later than the settlement date of the transaction.

The User accepts that BCV may reverse orders or sell positions that result in any limit being breached, in order to correct an overdraft and/or cover a short position. This may require the immediate closing of any negative position without prior notice. BCV may also reverse positions that have resulted in a short situation due to a technical failure or a system weakness in cases where a mistrade is not the cause of a limit being breached.

The securities covered by buy/sell orders are subject to the contractual requirements of the markets on which they are traded and/or to those specifically provided for by the issuer. The User is in particular aware and accepts that a stock exchange may reserve the right to cancel any executed transaction when it deems that a mistrade has been committed. Consequently, the User is fully aware of the risk of a short position in the event of a parallel resale of securities for which a matching error/mistrade has been committed and of the consequences thereof. The User assumes all liability in connection with any mistrades that may be committed. Except in the event of gross negligence on its part, BCV shall not be liable for any loss or any lost profit that may result from a mistrade reported by any stock exchange on which the transaction carried out may be considered erroneous, in particular when the losses in question result in the User's short position.

For all products with specific maturities or conditions, in particular warrants and structured products, the User is solely responsible for settling them or exercising the related rights.

In the event of exceptional circumstances on the forex markets (such as currency adjustments, extraordinary market conditions, inconvertibility, suspension, etc.), if transactions are unwound by the systems at off-market conditions, BCV reserves the right to modify these transactions to apply market conditions or to cancel them if they create a manifest imbalance between the User and BCV. BCV reserves the same right if its Service Providers or counterparties modify or cancel transactions entered into by the User or inform BCV that they are going to modify or cancel them.

20.7.4 Cancellation of orders; late or erroneous confirmations from the stock exchange

A cancellation request made by the User for a previously placed order does not necessarily result in the effective cancellation of the order in question. The order is only canceled if the User's request is received on the market and attached to the order before its execution. As market orders must in principle be executed immediately, it is rare that a market order can be canceled during trading hours.

The User is aware and accepts that confirmations from stock exchanges and market makers concerning the status of transactions may sometimes be sent to BCV with some delay and/or may be corrected at any time. In particular, they may be sent even though the User or BCV has not yet been informed that orders have been executed or have already been confirmed as expired, canceled, or executed.

In particular, any errors made in making or sending confirmations, including, but not limited to, execution prices, must be corrected to reflect the actual market situation.

20.8 Additional contractual terms

The Safe Custody Regulations and BCV's General Conditions in force at the date of the event in dispute, and the SwissBanking brochure on the risks involved in trading financial instruments, are also applicable, and the User declares that the User has received a copy and is fully aware of them.

21. Visa Debit card

Use of the Visa Debit card is subject to the relevant terms and conditions of use (available at https://www.bcv.ch/en/Legal-information/Accounts-and-services), which are deemed to have been accepted by the User when the card is ordered.

21.1 Activating the online payment function

The User can activate the Visa Debit card's online payment function directly in the BCV Mobile app.

To do this, the User must select the Visa Debit card in BCV Mobile and follow the steps to activate the 3D Secure confirmation method.

The Visa Debit card's online payment function may be deactivated at any time in BCV Mobile.

The authorized cardholder authorizes BCV or BCV's external service provider for Visa Debit cards to send security messages (such as fraud alerts) to the mobile phone number provided by the cardholder. Third parties, such as network and service operators, may deduce that a banking relationship exists.

21.2 Click to Pay

Click to Pay is an initiative by Mastercard and Visa (each referred to as a "Card Organization") to simplify online purchases. To use the service, cardholders ("Users") must create a user account with the relevant Card Organization by registering their card along with their email address and shipping address. Once their card has been registered, Users can make online payments with only their email address (no need to enter their card information) anywhere the Click to Pay symbol appears.

Users can register a card for Click to Pay within the BCV Mobile app. In doing so, Users accept the Card Organization's conditions of use and acknowledge the Card Organization's data protection policy. Once a User has registered their card, BCV will, with the User's consent, transmit the User's card information, email address, telephone number, shipping address, and billing address to the Card Organization. Users can edit or delete their card information, email address, and shipping address at any time by logging into their Click to Pay account.

The Click to Pay service must be used in accordance with the Card Organization's conditions of use and instructions. BCV assumes no liability for damages resulting from the use of Click to Pay.

Users may wish to have their goods sent to a shipping address that is different from the one registered with the service. Users are responsible for checking the shipping address that will be communicated to the merchant when they pay with Click to Pay. Changing the shipping address for a given transaction will not change the main shipping address registered with the service.

A Card Organization can block the Click to Pay service at any time in the event of either suspected or confirmed fraudulent use of the service.

Users can cancel Click to Pay at any time by deregistering their card with the Card Organization.

22. SIX bLink open banking platform

22.1 Scope

This article governs the use of the open banking service (the "Service") provided by BCV, the relationships with third-party providers such as accounting software publishers and financial institutions ("Service Providers"), and the role of the bLink platform (the "Platform") developed by SIX.

The Service enables Users to run various types of queries ("Use Cases") on the Platform.

The Use Cases are carried out through secure Application Programming Interfaces (APIs) on the Platform.

When BCV responds to a query run by a Service Provider, BCV is a Service Provider; when BCV runs queries, it is a service user ("Service User").

BCV reserves the right to change its service provider offering, to add new Use Cases, and to interrupt existing Use Cases at any time.

22.2 Activating the Service

Once the User has activated their connection and formally authorized the use of the Service within the meaning of Section 22.3 below, BCV will respond to queries made by the Service Provider to run Use Cases or, at the User's request, make queries to the Service Provider to run Use Cases (queries are referred to as "Service Calls").

By using the Service, Users consent to this process and agree that BCV's role will consist only of handling Service Calls as described above.

Customers should be aware that the Service can be activated and configured by any User (see Section 1 of these Terms and Conditions) with the same BCV-net access rights as the User. Customers are responsible for instructing Users how to use the Service and monitoring their activities.

22.3 Use Cases

22.3.1 Sending data (i.e., where BCV is a Service Provider)

In this Use Case, a Service Provider, operating under a Customer's instructions, asks BCV to supply data about that Customer (such as their account information) via the Platform.

Users should be aware that data sent as part of the Service may differ from other data and documents transmitted by BCV. Data sent as part of the Service are limited to only those useful for making buy and sell decisions and do not provide a comprehensive or up-to-date view of a User's financial situation.

22.3.2 Payment submission requests

In this Use Case, Users receive payment submission requests ("Orders") from Service Providers directly in BCV-net, via the Platform.

When Orders are received in this way, BCV will **always** ask Users to approve the Order in BCV-net before it executes the Order.

Once an Order has been placed in BCV-net for the User's approval, BCV will be deemed to have met its obligations under the Service Call.

22.3.3 Receiving data (i.e., where BCV is a Service User)

In this Use Case, the User instructs BCV to place Service Calls in order to receive data, for consultation purposes only, from Service Providers (mainly financial institutions) that the User has selected. The data is transferred via the Platform.

BCV will place Service Calls to the Service Provider on the User's behalf, then receive the Service Provider's replies and display them in BCV-net for the User.

22.4 Identification key

When a User activates the Service in BCV-net, BCV issues an electronic identification key ("Token"). This Token is sent to the Platform through a secure connection; the Platform then forwards the Token to the Service Provider selected by the User. The Service Provider is responsible for keeping the Token secure. BCV is not required to verify this and has no other such obligation with respect to the Service Provider. BCV has no control over how Service Providers use Tokens.

Similarly, a Service Provider can issue a Token (sent via the Platform) that allows BCV to place Service Calls to that Service Provider.

BCV's capacity to place or respond to Service Calls depends on whether valid Tokens have been issued. BCV will continue to respond to Service Calls from a Service Provider until the Token in question has expired.

22.5 Managing the Service

Users wishing to change or terminate the Service with a given Service Provider (such as to add or remove accounts or Use Cases) should do this directly in BCV-net (for instance, by deleting the Service Provider's access to all the User's accounts).

22.6 Duty of care

Service Providers will use their own means of identification, not set up by BCV, to verify User authorizations. Users should keep their means of identification safe, in accordance with the Service Provider's conditions of use, and protect the means of identification from unauthorized use.

22.7 Service availability

BCV reserves the right, at any time and without justification, to restrict, prohibit, or prevent a User from obtaining access to the Service. BCV cannot guarantee uninterrupted access to the Service. BCV reserves the right to temporarily interrupt the Service for maintenance or security reasons. Complaints cannot be filed against BCV for any Service delays, blocks, or interruptions.

The Service will remain active even if access to BCV-net is blocked, such as for the reasons described in Sections 3.3 and 6 of these Terms and Conditions. As a result, BCV will still process a Service Call from a Service Provider on an authorized User account even if the User's BCV-net access has been blocked. BCV will not block the Service in such cases.

22.8 Approved Service Providers

22.8.1 Users may choose only Service Providers that have approved by the Platform and selected by BCV. BCV reserves the right to exclude Service Providers at its discretion, for instance if a Service Provider does not perform the necessary duty of care.

22.8.2 Users acknowledge that Service Providers supply their services independently of BCV and without the involvement of or verification by BCV.

22.9 Use of data

In using the Service, **Users accept that Service Providers will become aware of some of their banking data (for example, the existence of a banking relationship with BCV and their account balances)** through the Platform.

22.9.1 Use of data by the Platform

No User data (the content of Service Calls) are stored on the Platform. The Platform processes only metadata from Service Calls so that these Calls can be directed to the proper recipients. In all cases, the Platform will comply with Swiss data protection laws and regulations.

22.9.2 Use of data by Service Providers

The transmission of Use Cases via the Platform – from BCV-net to the Service Provider or from the Service Provider to BCV-net – and the use of User data by the Service Provider are governed exclusively by the agreements entered into between Users and Service Providers, including but not limited to with regard to the Service Provider's data protection rules. Service Providers are responsible for ensuring data security and compliance with data protection laws and regulations (in particular, the Swiss Federal Act on Data Protection). **BCV has no influence or control over the use of data by Service Providers or the security measures taken by Service Providers.** Service Providers may store data in countries other than Switzerland, meaning the data will not be covered by Swiss data protection regulations, including regulations on banking secrecy. Service Providers act exclusively on the behalf of Customers. BCV is not required to perform audits, checks, or other controls of the performance of Service Providers or of any failures on their part. BCV will not be liable to Customers for damage resulting from the failure of a Service Provider to meet its obligations.

22.10 Exclusion of guarantee and liability

BCV performs the customary duty of care in providing its services. However, BCV has no influence over the provision of the Service by the Platform operator or by Service Providers selected by the User and approved by BCV.

This is especially true for the rules on identification methods put in place by Service Providers and for the use of data by Service Providers.

The Platform operator and some Service Providers (e.g., accounting software publishers) are generally entities that are not subject to oversight. BCV has no oversight obligation for the Platform operator or Service Providers. BCV makes no guarantee and declines all liability with regard to these entities and their actions and failures. Users acknowledge and consent to this.

22.11 Fees

The Service is currently free of charge, except for the standard payment transaction fees. The current fee schedule for payment transactions is available on BCV's website (www.bcv.ch) and at BCV branches.

BCV reserves the right to introduce specific fees for the Service at any time. In this case, BCV will communicate these fees to Users through the channel that it deems appropriate.

23. Mobile payment solutions (digital wallets)

23.1 General information

BCV gives Users the option of registering their Visa Debit card (the "Card") in mobile payment solutions. Mobile payment solutions allow the User to make payments using a digital wallet stored on a mobile device such as a smartphone (the "Device").

23.2 Service provider for mobile payment solutions

Mobile payment solutions are offered by the digital wallet provider and/or the device manufacturer, together with their affiliated companies and/or subcontractors (the "Service Provider"), **in accordance with their own conditions of use**. BCV is not the provider of the mobile payment solution; it only lets the User register their Card in the Service Provider's digital wallet in accordance with these conditions of use.

The User acknowledges and accepts that the Service Provider may change or adapt the digital wallet's features at any time at its own discretion and that the Service Provider is free to temporarily or permanently suspend the digital wallet service. The User cannot make any claim against BCV with regard to the functioning of the digital wallet.

The User acknowledges that the Service Provider and BCV are two separate and independent entities and that they do not act on behalf of one another or on one another's instructions.

23.3 Activating the Card(s)

Via the BCV Mobile app, the User can securely register one or more Cards in their name in the mobile payment solution (in-app provisioning). BCV may, at its own discretion, refuse to allow a User's Card to be used in the mobile payment solution.

23.4 Authorization to execute payments

Transactions are authorized in accordance with the rules set out by the Service Provider. **By carrying out a transaction using the mobile payment solution, the User irrevocably authorizes BCV to debit the corresponding amount from the account linked to the Card.**

23.5 Duty of care

The User must take care of the Device used for the mobile payment solution and take appropriate measures to protect the Device, for example by updating it regularly. Access to the User's digital wallet and to the Device must be protected by a password or PIN or by another method (e.g., fingerprint or facial recognition) in accordance with the Service Provider's guidelines. If the User suspects any misuse of their Card, Device, or digital wallet, or if their Card or Device is lost or stolen, the User must immediately (regardless of any time difference) block their Card, Device, or digital wallet and inform BCV's Customer Service Center (see BCV's website for contact details).

If the User is no longer using their Device or has switched to a new Device, the User must ensure that the mobile payment solution cannot be used by an unauthorized third party; this can be done for example by deleting the stored Card data and blocking the Device's token.

23.6 Information regarding personal data processing

By registering their Card in the Service Provider's mobile payment solution, the User acknowledges and accepts that the Service Provider may process their personal data (including transaction data) as an independent data processor, in accordance with its own terms and conditions and its own data protection statement. The Service Provider collects the User's personal data itself (e.g., data relating to the holder of the Card, to activated Cards, or to transactions) in order to offer the mobile payment solution. The Service Provider processes the User's personal data for its own purposes in Switzerland or abroad. The User acknowledges and accepts that the Service Provider is responsible for complying with the applicable legal and contractual requirements with respect to its processing of the User's personal data. BCV has no influence over the Service Provider's processing of the User's personal data. Any complaints regarding the Service Provider's processing of the User's personal data must be made directly to the Service Provider.

23.7 Banking confidentiality

By registering their Card in the mobile payment solution, the User accepts that the Service Provider (and any affiliated companies and subcontractors) may become aware of the existence of a banking relationship between the User and BCV, and the User releases BCV from its obligations regarding banking and professional confidentiality (Article 47 of the Swiss Federal Act on Banks and Savings Institutions and equivalent provisions) in this regard.

23.8 Liability

The service provided by BCV is exclusively limited to allowing the User to register their Card in the mobile payment solution. To the extent permitted by law, BCV disclaims all liability for any damage resulting from the use of the mobile payment solution.