

1. Introduction

Once the **BCV e-tradefinance** Agreement has been signed by the Client and accepted by Banque Cantonale Vaudoise ("Bank"), each authorised User (Client, Client's supervisor, Client's representative or any other authorised person) will receive instructions for the use of **BCV e-tradefinance**. These instructions are contained in the aide-mémoire and other documents provided by Bank, or can be viewed on screen.

2. Access to BCV e-tradefinance

2.1. Access to **BCV e-tradefinance** is granted to all persons having identified themselves by entering their:

- **BCV e-tradefinance** User ID, assigned by Bank
- personal password, assigned by Bank (**Bank-assigned SecurID**)
- ID key (**User-generated SecurID**)

The Bank-assigned password consists of a 6- to 8-digit alphanumeric code assigned by Bank. It may be changed upon written request to Bank. The User-generated SecurID is known only to User.

2.2. To determine the identification key, Bank will provide User with a **SecurID card**; instructions on how to use the card are given in the aid-mémoire. The card remains the property of Bank and must be returned by User on termination of the **BCV e-tradefinance** Agreement or if Client expressly revokes User's authority. Section 5.1 below on intentional blocking also applies. User is responsible for the card and should take every precaution to keep it safe. In case of loss, User must promptly notify Bank, which will issue a replacement card. The charge for a replacement card will be debited to one of User's accounts.

2.3. Bank shall be entitled to treat any User identified in accordance with Section 2.1 as having been authorised to access **BCV e-tradefinance**, without the need for further proof of authorisation. To the extent of the authority granted to User, User may then:

- instruct Bank to enter into a new documentary credit transaction and/or request modification of an existing transaction,
- obtain details of transactions to which User has access,
- transmit instructions and/or other communications via secure messaging.

Bank is entitled to act on all instructions placed and communications received through **BCV e-tradefinance** once identification has been established in accordance with Section 2.1.

2.4. Bank, at its discretion, may reject any instruction entered through **BCV e-tradefinance** including, without limitation, if essential information is missing, if there is insufficient cover, or if an agreed limit is exceeded. Accepted instructions will be executed as quickly as possible during banking hours.

2.5. Bank has properly fulfilled its obligations when it acts on requests for viewing access, or on accepted instructions received through **BCV e-tradefinance** dedicated functions, subject to liability in the case of wilful misconduct or negligence on the part of Bank.

2.6. Client shall unconditionally accept all transactions entered into by Bank on the basis of instructions transmitted by a User through **BCV e-tradefinance**. Client also agrees that all instructions and other communications received by Bank through **BCV e-tradefinance** shall be deemed to have been issued by User, thereby binding the Client. The foregoing does not preclude any right of recourse Client may have against Client's supervisor, Client's representative or the User.

3. Duty of care – Client and authorised persons

3.1. To safeguard against unauthorised use, User agrees to keep all User's personal passwords strictly confidential, including those for the **SecurID**. Personal passwords must not be kept in writing. Client assumes full responsibility for all risks arising from third party knowledge of User's ID data. User must immediately inform Bank where there are reasons to suspect that a password has become known to an unauthorised third party. If necessary, User must block access using the procedure provided in Section 5.1.

3.2. Bank shall not be liable for the currency, accuracy or completeness of communications transmitted. In particular, information concerning transactions (texts, debit/credit notices, etc.) are considered to be indicative and shall not obligate Bank. Moreover, transmitted communications are never firm offers except where expressly stipulated to the contrary.

4. Limitation of liability

- 4.1. Client and Bank data entered through **BCV e-tradefinance** is transmitted over the telephone network which has no specific safeguards for this purpose, or over the Internet encrypted by Bank. **Because of the highly advanced encryption technology used, it is prohibited by law in some countries. Clients and Users are responsible for observing any restrictions or prohibitions imposed on the use of the encrypted network in any country having such legislation.** Bank shall not be liable for any loss or damage that may be caused to Client, Client's supervisor, Client's representative, or the User by virtue of any technical problems, breakdowns, or tampering with the telephone or Internet network.
- 4.2. BCV shall not be liable for any loss or damage that may be caused to Client's equipment or to any data that may be recorded thereon, including but not limited to that resulting from technical problems, breakdowns, tampering with network equipment by unauthorised parties, network overload, contention, interruption of Internet service or any other deficiencies of any kind whatsoever.
- 4.3. Great care was taken in developing the **BCV e-tradefinance** system. To provide User with high-level security, a multilevel system was developed which includes advanced cryptographic procedures. Although this system affords rigorous protection of User's confidential information, no security system, however advanced, can guarantee absolute security. Client therefore acknowledges and accepts the following risks in particular:
- inadequate understanding of the system and insufficient security precautions may facilitate unauthorised use (e.g. poor protection of data stored on the hard disk, file transfers, residual screen images, etc.) Clients should inform themselves fully regarding applicable security precautions;
 - there is also the possibility that Client's Internet provider may create user profile characteristics or use cookies or address tracking devices. This means that the provider could identify when and with whom Client makes contact;
 - there is always the risk that Client's computer may be contaminated with a virus while communicating over the Internet, when connecting to external servers or computer networks, or through the use of diskettes. It is therefore essential only to work with software obtained from reputable sources.

Bank shall in no way be liable for any software it may provide. Bank does not represent or warrant that any such software will satisfy all or any of user's requirements or that it will work perfectly with any other programmes chosen by User.

Bank shall not be liable for either the network (Internet) provider or for the software required to use **BCV e-tradefinance**.

BCV e-tradefinance data is transmitted through public telecommunication systems (telephone networks and Internet) which have no special safeguards. Bank shall in no way be liable for any loss or damage caused to Client or its Users as a result of transmission errors, technical problems, breakdowns, or tampering with telecommunication equipment or installations.

5. Blocking

- 5.1. If the wrong password is entered three times, the system blocks access to **BCV e-tradefinance**. Where there is a risk of unauthorised use, Client or User can block access by entering a wrong password three times. During office hours, the Bank's advisor may be contacted.
- 5.2. Access can only be unblocked by Bank at Client's written request.

6. Fees

Bank reserves the right to charge a fee for access to selected information available through **BCV e-tradefinance**. The nature of such information and the amount of the fee will be communicated to Client by any means Bank may determine in its discretion.

7. Amendment of Agreement

- 7.1. Bank reserves the right from time to time to vary, amend, terminate or discontinue the services offered, the Terms and Conditions of Use, the aide mémoire and the online help. Bank may modify the identification system provided in Section 2.1, including, without limitation, in response to technical developments.
- 7.2. Modifications will be communicated to Client or User through the **BCV e-tradefinance** site or by any other means Bank may determine in its discretion.

8. Termination

Client and Bank may terminate use of **BCV e-tradefinance**, in whole or in part, at any time, upon written notice to the other party.

9. Governing law and jurisdiction

All relations between the Customer and the Bank arising out of this Agreement shall be governed by and construed in accordance with Swiss law. The place of performance and exclusive place of jurisdiction for any type of proceedings shall be Lausanne. Nothing in this section shall affect the right of the Bank to serve legal process in the Client's place of domicile or residence or to bring any suit before any other court of competent jurisdiction.