

Terms and Conditions of eBill from Credit Suisse (Switzerland) Ltd.

1. Subject

In collaboration with Swiss banks and billers, SIX (hereinafter "SIX") operates a network through which invoices and messages (hereinafter "eBill") are transmitted, displayed, and processed electronically and which is also able to process the associated services (hereinafter "eBill Services").

Credit Suisse (Switzerland) Ltd. (hereinafter "the Bank") provides its clients and persons authorized by clients (hereinafter together "participants") with access to eBill Services by means of an online banking channel operated by the Bank (hereinafter "Online Banking").

2. Access to eBill Services

Access to eBill Services is provided to those who are authorized to use Online Banking, have registered with SIX and the billers, and have been accepted as participants by SIX. The participant is obligated to keep the participant number and activation code secret and protect them against misuse by unauthorized parties. The participant bears all consequences that arise from divulging the aforementioned identification codes. In the case of corporate clients, each person authorized by the client to use Online Banking can register clients for the SIX "eBill for Business" service. Immediately after registration, corporate clients can receive bills electronically and have them displayed on the eBill portal. Clients are deemed to have accepted these terms and conditions once they have approved an electronic invoice as part of "eBill for Business" for the first time, at the latest.

3. Leaving the secured area of Online Banking

When accessing the biller's invoice details, the participant leaves the protected area of Online Banking. Please refer to the risks and rules related to this as set out in the applicable Terms and Conditions for Online Banking. In particular, when outside Online Banking, the Bank cannot rule out the possibility that third parties may be able to draw conclusions about the existence of the participant's banking relationship.

4. Delivery of eBills

The participant acknowledges that eBills transmitted in due form and shown in the SIX eBill portal are deemed to have been legally delivered and – subject to Section 8 – are considered equivalent to bills and other messages in paper form.

The Bank shall not review the fundamental commercial principles, the accuracy of content, the completeness of incoming eBills for the participant, or the content on the billers' websites, particularly concerning billing details. The legal transactions underlying eBills are an exclusive matter between the parties involved. In particular, complaints and differences of opinion on eBills and claims arising from the underlying legal transactions are to be settled directly by the participant with the involved billers.

5. eBill notification

The participant has the option of being informed of incoming eBills/advices. You personally determine through which channel you wish to be notified of new eBills or advices. In your Credit Suisse Direct online or mobile banking, under "Products and Service" and then "Settings," activate your eBill notifications via email, text message, or as additional push notifications on your smartphone. For technical reasons, these notifications occur in cleartext, meaning that they are sent unencrypted over unprotected networks and therefore carry the corresponding risks, e.g. lack of confidentiality.

- 6. Relationship between Bank and Participant**
- For the processing of payment orders, existing agreements between the participant and the Bank apply, particularly the conditions for payment transactions and the General Conditions. Regarding the use of Online Banking by the participant, the existing conditions concerning Online Banking apply (e.g. Conditions for Online Banking). In the event of inconsistencies, the provisions of these Terms and Conditions take precedence.
- 7. Recording and storing data**
- The participant is personally responsible for recording and storing eBills. eBills will no longer be available 180 days after transmission by SIX and will not be archived or stored by the Bank.
- 8. Legal status of eBills**
- The Bank offers no guarantee that eBills will be adequate for any given purpose, particularly for claiming input value added tax ("VAT") or as advices with evidentiary value in correspondence with Swiss and foreign authorities. The participant bears sole responsibility for the purpose and type of use of eBills as documents and advices. Invoices in electronic form, which are used for bookkeeping and/or for input VAT refunds, are subject to specific legislative requirements regarding evidentiary value and archiving. It cannot be assumed that printouts of eBills will be recognized as original documents. It may therefore be necessary for eBills and other electronic bank documents and advices to be stored in their original (unchanged) electronic format under due consideration of the legal requirements.
- In particular, the participant is solely responsible for observing legal provisions, namely the Ordinance on the Federal Act on Value Added Tax (VAT Act) and the Federal Department of Finance Ordinance on Electronic Data and Information (OEIDI), as well as for clarifying VAT liability and therefore for selecting the correct eBill Services.
- 9. Restrictions and interruptions**
- The eBill Services are provided by SIX. The Bank merely provides the participant with technical access to eBill Services via Online Banking. SIX can restrict access to eBill Services at any time, in whole or in part, especially in order to remedy defects in the event of malfunctions or due to urgent maintenance work. Access to eBill Services may therefore be restricted in these cases, even though the Bank's Online Banking may be fully functional. The Bank is also authorized to restrict or block access to eBill Services at any time and without explanation, either temporarily or permanently, if it considers that sufficient grounds for such measures exist.
- No guarantee of unlimited and constant availability of eBill Services is offered, nor does the Bank accept any liability for losses resulting from restrictions in eBill Services.
- 10. Confidentiality**
- Data can also be processed abroad within the scope of providing eBill Services. For the purpose of presenting eBills to paying participants, the information required for this will be delivered to the SIX system by the biller or participant and stored there. Depending on the processing type, this information may include invoice details or possible status messages. In addition, the Bank may inquire with SIX (normally via database query) as to whether a participant is already registered for eBill with a particular biller, and for this purpose may send the required data about the participant to SIX. The participant hereby releases the Bank, its governing bodies, employees, and agents in this context from their duty of confidentiality, and waives the right to bank client confidentiality. All financial institutions involved with SIX as well as SIX itself have a contractual obligation to handle the processed data confidentially and to use it exclusively for providing eBill Services. This means that employees of the Bank and the service providers appointed by the Bank, support staff with SIX, and financial institutions entrusted with electronic billing transmission and processing payments may have access to the data relating to the participant(s) insofar as this is necessary to process support cases. Furthermore, the Bank is entitled to disclose data on the basis of a statutory requirement, by order of a competent authority, or on the basis of a statutory enabling provision.
- 11. Liability**
- The Bank is not liable for damages that occur as a result of malfunctions and interruptions in operations at SIX or in the course of providing eBill Services. The Bank is not liable for the accuracy or completeness of the content in eBills transmitted by SIX. In addition, the Bank excludes all liability for the availability and content of information on the websites of the billers (concerning invoice details in particular) or other third parties. If the Bank is called to account by a third party as a result of eBills being transmitted for an unlawful or unethical purpose or for a reason caused by the participant, the participant is obliged to indemnify the Bank in full. In the event that the participant uses software belonging to a third party for eBill and this results in loss, the Bank assumes no liability.

12. Amendments to the Terms and Conditions

The Bank reserves the right to make amendments to these Terms and Conditions and to the eBill Services at any time. Such amendments will be properly communicated to the participant and shall be deemed accepted with the next use of eBill Services after the amended Terms and Conditions enter into force.

13. Transfer to third parties

The Bank is entitled to transfer the performance of the obligations in this contract to third parties in full or in part, without having to notify the participant. The participant is aware that the operation of eBill Services is supplied by SIX.

14. Termination of the contract

The participant can unregister from SIX and the billers at any time in line with the process intended for this purpose. Unregistering via Online Banking has no influence on possible access channels with other financial institutions. In addition, both parties can terminate this agreement at any time. Terminating the underlying Online Banking contract automatically terminates participation in SIX via Online Banking.



CREDIT SUISSE (Switzerland) Ltd.

P.O. Box

CH-8070 Zurich

credit-suisse.com