

Terms and conditions for Bonviva Banking Package

I. – Framework conditions for Banking Package

1. Change of Banking Package

The Client may change the banking package at any time with the Bank's agreement.

2. Termination

The banking package may be terminated by either party at any time and in accordance with the terms and conditions of termination of the private account included in the banking package.

Termination of the banking package will not result in the termination of the products and services included in the banking package. In relation to the products and services that continue to be used by the Client following termination, the respective basic fees will again apply.

The banking package is deemed to have been terminated if the Client or one of the contractual partners of a joint relationship moves their domicile abroad.

However, upon termination of this Agreement, the credit card products included in the banking package will be replaced by other products. We reserve the right to conclude a new credit card agreement and – in the case of credit cards with a part payment option – a new consumer credit agreement.

3. Terms and conditions for the Banking Package and general conditions

The Bank's fees are based on the applicable rates, and include the Bank's basic charges for the products and services contained in the banking package, unless expressly communicated otherwise to the client.

The Bank is authorized to debit any fees due to be paid by the Client directly from the private account contained within the banking package.

Further conditions, prices and interest rates for the products in the banking package are based on the applicable tariff. The Bank reserves the right to change the terms and conditions of the banking package at any time. Details of amendments can also be published on the internet. The Client will be informed of any amendments in advance in writing or by other appropriate means. The currently valid version is available on the official website of Credit Suisse (at www.credit-suisse.com/bonviva). The applicable terms and conditions can also be obtained from the Bank.

4. Disclosure of data

The Bank is authorized to exchange any data with third parties (business partners of the Bank, third-party service providers, etc.) in Switzerland or abroad, insofar as this is necessary for the implementation (e.g. granting of incentives by such third parties) or provision of the services of such third parties (e.g. delivery of incentives). The Client acknowledges that third parties may acquire knowledge of their business relationship with the Bank and thereby releases the Bank in this regard from the obligation to maintain bank client confidentiality and any other statutory or contractual confidentiality obligations.

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II. – Terms and conditions for the Bonviva Rewards Shop

1. Opening a Points Account

Membership of the bonus program enables bonus points to be collected. The Bank opens a bonus points account for the Client for this purpose. The terms and conditions for collecting bonus points will be brought to the Client's attention in an appropriate manner.

Bonus points collected will expire at the latest three years after they have been credited.

2. Liability

Services from the redemption of bonus points may be performed directly by the Bonviva business partners in accordance with their own terms and conditions. In such cases, the Client concludes an exclusive agreement covering such services with the relevant business partner. The Bank does not accept any liability for the services redeemed, and in particular it does not assume liability for performance of the services in a timely manner, or at all. In the event of any complaints or other claims arising in connection with the services redeemed, the member must deal directly and exclusively with the business partner concerned.

3. Termination

Membership of the bonus program may be terminated at any time. After such termination, no further bonus points will be credited to the points account. Any bonus points collected but not yet redeemed at the time of termination will expire without compensation.

The termination of individual products or services conferring entitlement to the collection of bonus points does not result in the termination of membership of the bonus program.

4. Amendments and Termination

The Bank may at any time amend the terms and conditions of the bonus program, in particular the system of calculation, the choice of business partners, the services conferring entitlement to redeem points, etc., and may cancel the bonus program without compensation. The Client will

be notified of any changes in an appropriate manner, but will not be notified individually.

5. Collecting Bonus Points

a) General

Membership of the Bonviva Reward Shop (hereinafter *bonus program*) enables you to collect bonus points. The number of bonus points credited by the bank, as well as the other terms and conditions (incl. collecting ratio, any maximum limits for the acquisition of bonus points, etc.) are brought to the participant's attention in suitable form.

No bonus points for fees, interest, chargebacks, amounts outstanding, cash withdrawals, top up of credits, as well as sales from lottery, gambling and casinos, other limitations reserved.

b. Credit Cards

For purchases on the principal credit card and additional cards billed to the same card account, bonus points are credited to a common points account.

If a credit card transaction is reversed, the bonus points credited for the transaction in question are deducted.

6. Redeeming Bonus Points

The bonus points collected can be redeemed only with the business partners and services listed on the homepage at www.credit-suisse.com/bonviva. Conversion into a monetary value, payment, or set-off are not possible. Existing and prior purchases of services cannot be assigned bonus points retrospectively. **By redeeming the bonus points, the client accepts the applicable terms and conditions of the bonus program.**

The bank updates and renews the bonus offers on a continuous basis. The offers that apply at any given time are published on the homepage at www.credit-suisse.com/bonviva.

The client receives a statement of account at regular intervals. Unless an objection is raised within 30 days, the statement is considered to be approved.

7. Expiration

Unredeemed bonus points expire in any case when the bonus program ends or the banking relationship with which the bonus program is associated is terminated.

8. Blocking and Transferability

The bonus points can be blocked by the bank at any time without having to state the reasons. The bonus points are neither transferable nor inheritable.

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III. – Conditions Governing the Use of Debit Cards

1. Applicability of contractual provisions

As soon as the client begins using a debit card (hereinafter referred to as a "Card") issued by Credit Suisse (Switzerland) Ltd. (hereinafter referred to as the "Bank"), the documents named below and their terms and conditions shall apply to the client and any authorized card user designated by the client (hereinafter referred to collectively as "Authorized Cardholders"):

- (i) These conditions
- (ii) The fees and prices of the Bank that are applicable at the time the Card is used as amended from time to time
- (iii) The Bank's other contractual provisions and conditions contained in the application signed or submitted electronically by the client as well as in the latest product information sheet as amended from time to time

(hereinafter referred to collectively as "Contractual Provisions")

For all other matters, the Bank's General Conditions apply.

2. Amendments to contractual provisions

The Bank reserves the right to expand, restrict, or rescind the scope of and options for using a Card (e.g. regarding the type of authorization and limits) as well as to amend the Contractual Provisions.

Amendments shall be made known by appropriate means, however, generally not through individual notification and shall be deemed approved once a Card is used after the amendments enter into force.

The current Contractual Provisions are available at the Bank or on the Bank's corresponding product web page.

3. Terminating the contractual relationship

Either party may terminate this Agreement at any time. The client may also revoke the authorization to use a Card at any time by notifying the Bank.

Upon termination of the Agreement or revocation of authorization to use a Card, all affected cards must be immediately rendered unusable, e.g. by cutting them into pieces, without any further request.

The early recall, return, or destruction of a Card does not entitle the client to a refund of the annual fee. Despite termination or revocation of authorization to use a Card, the Bank remains entitled to debit any and all amounts attributable to use of a Card before the Card was rendered unusable from an account belonging to the client at the Bank.

4. Card issuance, validity, and renewal

After the Bank has reviewed and accepted the Card application, each Authorized Cardholder will receive a **personal, non-transferable Card** and a separate, personal, confidential code number (personal identification number, hereinafter referred to as a "PIN") for each Card. The assigned PIN is a unique combination of numbers chosen for the Card by computer that is known to neither the Bank nor third parties. The PIN can be changed using automated teller machines intended for that purpose.

The Card is valid until the end of the date stated on the Card. Subject to proper use of the services and without the express renunciation by the Authorized Cardholder, the Card will be automatically replaced with a new Card prior to the date indicated on the Card. Authorized Cardholders who have not received a new Card ten days before the expiration of their current Card are required to notify the Bank.

All Cards are the property of the Bank.

5. Client's coverage obligation and Bank's right to debit

The Card must be linked to an agreed account between the Bank and the client to which transactions conducted using the Card are booked (hereinafter referred to as the "Debit Account"). The Card may be used only when the necessary coverage (funds balance or, if granted by the Bank, an overdraft limit) is available in the Debit Account.

The Bank is authorized to debit all charges incurred through use of the Card, including reserved or provisionally booked amounts (e.g. security

deposit on car rental) from the Debit Account or post them as direct debits. A reserved or provisionally booked amount can remain posted to the Debit Account for up to 30 calendar days and will be applied to the Card limit and balance in the Debit Account as a final debit, thereby restricting the liquidity in the Debit Account.

An account overdraft is fundamentally not possible for payments and cash withdrawals made by minors. Transactions taking place in a currency that does not match the currency of the Debit Account will be converted to the currency used for the Debit Account at the Bank's standard conversion rate. Although the current balance in the account is checked at the time of payment, it is possible that the account may fall below zero, depending on the exchange rate, when the final booking is made.

The Bank reserves the right to reject a transaction without providing any reasons if the Debit Account does not have sufficient coverage available, that is, booking the transaction would result in a negative balance on the account. If a transaction is rejected, the Bank shall not be liable for any losses or expenses incurred as a result or associated with it, such as default interest or reminder fees. If the balance is exceeded, the Bank may immediately charge the amounts owed.

6. Card use (features, options for authorization)

The Bank determines which possible uses (cash withdrawal in Switzerland and abroad, one-time or recurring payments for goods and services at retail stores, over the phone, online, etc.) are currently allowed with the Card. A list of the current Card applications, tips on using the Card correctly, and information on the conditions and fees for Card usage are available at the Bank (e.g. product information sheet) or on the Bank's product web page on the internet.

Using the Card for purposes not directly related to withdrawing cash or paying for goods or services or that, in the opinion of the Bank, are intended to serve unethical or illegal purposes is prohibited.

Every Card issued by the Bank is subject to the limits set by the Bank. Those limits are communicated by appropriate means. It is the responsibility of the client to inform the Authorized Cardholders, if any, about the limits.

Outside of the Card acceptance point, cardholders have the following **options for authorization** available to enable contractual use of the Card:

(a) Authorization by entering the PIN chosen by the Authorized Cardholder

For instance, this option can be used to withdraw cash at appropriately designated automated teller machines or from appropriately designated vendors and service providers.

(b) Authorization by using a 3-D Secure code

For instance, this option can be used for an online merchant at which the Authorized Cardholder, in addition to satisfying the applicable terms and conditions and providing the necessary proof of identity for the individual service, will be required to enter a code when paying with the Card.

(c) Authorization by providing only one's name, Card number, expiration date, and – if requested and available – the card verification value/code (CVV, CVC) printed on the Card

This enables the Authorized Cardholder to forgo strong client authentication procedures, for instance when making a purchase over the phone, on the internet, or using some other method of correspondence.

(d) Authorization by using the Card without entering the PIN or providing a different form of identification at automated paying agents

This method of payment is used, for instance, at ticket vending machines, highway toll booths, or parking garages, or when making contactless payments.

(e) Authorization by issuing a standing order to the Card acceptance point

A standing order allows the Card acceptance point to deduct recurring payments (e.g. monthly subscriptions, regular online services) via the Card information provided to it.

If authorization to make recurring payments or receive **services is no longer desired, then the payments and/or services need to be revoked or terminated directly at the Card acceptance point.** In the event a Card is terminated, Cardholders shall be required to change their method of payment by contacting the Card acceptance point themselves or submit notice of termination for any and all services that result in recurring debits.

Without prior notice, the Bank is entitled to **disclose the Card number and expiration date of a new Card to those merchants** to whom the Authorized Cardholder has authorized payments by storing the Card information (**card-on-file**, or COF) electronically (**Automatic Billing Update**).

7. Verification of identity and risk transfer

By authorizing the transaction (see section 6), the client acknowledges the amount payable to the Card acceptance point, and the Bank is explicitly and irrevocably instructed to pay the amounts due to the appropriate Card acceptance point.

Any person who verifies his or her identity by using the Card and entering the associated PIN or by using other means of identification at a Card acceptance point, including automated acceptance points (for example, in parking garages, at highway toll booths, or when making contactless payments), is authorized to perform the transactions possible with the Card (cash withdrawal, payment to retail stores or online merchants, etc.), even if that person is not the actual Authorized Cardholder.

In the case of cash withdrawals, most automated teller machines will print out a transaction receipt upon request. When payments are made for goods and services, transaction receipts are issued either automatically or upon request. The Bank itself does not mail out transaction receipts.

The Bank assumes no responsibility for transactions concluded with the Card. The client shall file, in particular, any complaints concerning goods and services as well as disputes or claims arising from legal transactions directly with the appropriate acceptance point. The Bank's right to debit corresponding charges shall remain in effect without restriction.

The Bank also denies any responsibility if the acceptance point refuses to accept the Card, or if a payment or withdrawal cannot be executed with the Card. This also applies if the Card cannot be used as an automated teller machine or the Card is damaged or rendered unusable, for instance, by the automated teller machine.

8. Fees

The Bank is authorized to debit any charges and expenses incurred by the Bank for issuing a Card, authorizing the same, and for processing the transactions conducted using said Card as well as any associated costs and expenditures from the client's account in accordance with the current schedule of fees.

The Bank reserves the right to collect new charges and fees or modify existing charges and fees. The charges, fees, and changes to the same shall be made known by appropriate means, however, generally not through individual notification. Information about the current fee schedule can be obtained from the Bank or the Bank's corresponding product web page.

9. Authorized Cardholder's duty of care

Every Authorized Cardholder is required to fulfill the duty of care outlined below at all times. The Bank reserves the right to impose additional duties of care on Authorized Cardholders and shall inform them of those duties by appropriate means.

(a) Safekeeping

The Card and PIN and all other means provided for verification of identity are to be stored with particular care to prevent them from being misused.

(b) Secrecy of the PIN and any other means of verification of identity

Under no circumstances should the PIN, 3-D Secure code, or any other means of verifying one's identity be shared with other individuals. In particular, Cardholders should not make a note of their PIN or passwords for other means of identification on the Card itself or store them together with the Card, not even in modified form.

The Bank will never ask an Authorized Cardholder to disclose his or her PIN and/or passwords.

(c) Mandatory use of secure payment methods (3-D Secure)

If the Card acceptance point offers a secure method of payment (3-D Secure), the Authorized Cardholder is re-quired to execute payment using that payment method.

(d) Changing one's PIN and not using known number combinations

Authorized Cardholders are advised to replace the initial, computer generated PIN from the Bank (see section 4) with a new PIN of their choosing. The PIN can be changed at specially equipped automated teller machines at any time and as often as the Cardholder wishes.

In order to increase the level of protection against misuse of the Card, the personally assigned PIN and other means of verifying the Cardholder's identity should neither consist of combinations of numbers that can be easily guessed (such as a telephone number, date of birth, automobile license plate, etc.), nor should it be noted on the Card or stored together with the Card in some other manner, not even in modified form.

(e) Do not transfer the Card

Authorized Cardholders are prohibited from transferring their Cards, especially by lending or otherwise making them available to third parties.

(f) Notify the Bank immediately in the event of loss

If the Card or PIN is lost, or if the Card remains stuck in a device, Cardholders must immediately notify the office designated by the Bank.

(g) Reviewing account statements and immediate notification of the Bank in the event of discrepancies

The client is obligated to check the corresponding statements pertaining to the account immediately upon receipt and to report without delay any discrepancies to the Bank, in particular any debits made as a result of fraudulent use of the Card. This information must be reported within 30 days of receiving the account statement for the accounting period in question. The claims form must be completed in full, signed, and returned to the Bank within ten days of receipt.

(h) Notifying the police if criminal acts are suspected

In the event a criminal offense has been committed, the Authorized Cardholder must report the matter to the police. The Cardholder is required to assist in any investigation to the best of his/her ability and make every effort to minimize the loss.

10. Conditions for assumption of any loss

If the Authorized Cardholder has **fulfilled the Contractual Provisions, especially the duties of care pursuant to section 9, in every respect and is not otherwise guilty of any misconduct,** the Bank shall assume any losses incurred by the client as a result of fraudulent misuse of the Card by third parties using the Card to make cash withdrawals or payments. This also includes losses due to counterfeiting or forgery of the Card. Authorized Cardholders, their partners, relatives, other persons associated with the Authorized Cardholder, and individuals living in the same household are not considered "third parties". Losses that are covered by the indemnity liability of an insurance company, as well as all consequential losses of any kind, are not assumed. Upon request by the Bank, the client is obligated to assign claims against third parties to the Bank in the amount of compensation provided to the client by the Bank.

Authorized Cardholders who do not comply with the obligations under these Contractual Provisions, especially the imposed duty of care, shall be fully liable for any and all losses incurred through use, including fraudulent use, of the Card until a block can be issued.

11. Malfunctions, business interruptions, blocking

In the event of malfunctions and business interruptions that prevent the use of the Card, Authorized Cardholders shall not be entitled to claim any damages.

The Bank is entitled to block the Card at any time without prior notification of the Authorized Cardholder and without providing reasons. The Bank will block the Card if the client explicitly requests, if the client reports that the Card is lost and/or there is a risk or problem involving the PIN or code, and as of the date on which the contract or Authorized Cardholder's authorization terminates.

Authorized Cardholders who are not clients may only block the Cards issued in their own names. A Card can only be blocked by contacting the office designated by the Bank. The Bank is entitled to debit the Account for use of the Card before the block takes effect within the period of normal business. The Debit Account can be charged for any costs associated with blocking.

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IV. – Terms and Conditions for Online Banking

1 Access to Online Banking Services

1.1 Access to the services provided by Credit Suisse (Switzerland) Ltd. (hereinafter the "Bank") via online access (hereinafter referred to as "Online Banking") is granted only to persons having identified themselves with all the required identification elements, i.e. by entering

- their user ID
- their personal password

(can be chosen freely based on the specifications in Online Banking),

as well as the means of identification provided or accepted by the Bank and selected by the Client and/or all authorized persons (hereinafter referred to collectively as the "User").

If the Bank requests additional identification of individual orders (hereinafter referred to as *transaction confirmation*) for reasons of security, the same identification elements are to be used. Transactions cannot be initiated unless all required identification elements are entered.

The identification elements listed above may be changed, supplemented or replaced by the Bank at any time. The User may, at any time and without obtaining authorization, exchange or change the identification elements that are offered and accepted by the Bank.

1.2 The Client must ensure that each User changes the password provided by the Bank immediately upon receipt. We strongly recommend that clients change their passwords periodically. The same applies to certificates offered or accepted by the Bank.

1.3 The Bank considers anyone who provides proof of identification in accordance with para. 1.1 as authorized to use or activate Online Banking services.

The Bank may therefore, within the framework and scope of the services chosen on the application form and the selected method of access, allow this person to use Online Banking to access and dispose over the accounts and safekeeping accounts listed in the application form, and to accept the Client's orders and communications, irrespective of his/her internal legal relationship with the Client, regardless of any statements to the contrary on the Bank's signature documentation and without further inquiry as to his/her authorization. Furthermore, the Bank has the right at any time and without stating reasons, to refuse to provide information or to accept instructions, orders or communications and to insist that the User provide proof of authorization by other means (by signature or in person).

1.4 The Client accepts without reservation all transactions that are carried out via Online Banking using a User's identification elements in respect of their accounts/safekeeping accounts that are activated in Online Banking. Likewise, all instructions, orders, and communications received by the Bank in this way will be deemed entered and authorized by the Client or User.

2 Order Execution and Instructions

2.1 The User accepts that his/her stock exchange and payment orders and any settlement instructions may not be processed immediately or on a 24-hour basis, but are dependent on the trading days/times of the relevant stock exchange and the public holidays/working hours of the branch at which the account is held and/or those of the processing unit.

2.2 The User also accepts that transactions can only be initiated if the Bank has received the required transaction confirmation.

2.3 The Bank does not accept any liability for orders and/or settlement instructions that are not executed on time, or for damages (especially as a result of price losses), provided that it has exercised the normal commercial due diligence.

3 Client's Obligation to Exercise Due Diligence

3.1 The Client must ensure that all identification elements (see para. 1.1) are kept confidential by Users and protected from misuse by unauthorized parties. In particular, passwords may not be written down or stored without protection on the Client's end-user device once they have been changed (para. 1.2). The Client bears full responsibility for all risks arising from the disclosure of a User's identification elements.

3.2 If there is reason to suspect that unauthorized third parties have knowledge of an identification element mentioned in para. 1.1, the identification element in question must be changed.

3.3 The Client bears full responsibility for all consequences arising from the use – or misuse – of his/her identification elements or the identification elements of other Users.

4 Security with Online Banking / Exclusion of Bank Liability

4.1 Despite state-of-the-art security precautions, neither the Bank nor the Client is guaranteed absolute security. **The User's end-user device is part of the system, but it is outside the Bank's control and can become a weak link.** Despite all of its security measures, the Bank cannot accept responsibility for the Client's end-user device, as this is not technically feasible (see para. 4.2 for details of risks).

4.2 The User acknowledges the following risks in particular:

- Insufficient familiarity with the system and lack of security precautions on the end-user device can make unauthorized access easier (e.g. saving data with insufficient protection on hard drives, file transfers, information left on the screen, etc.). The User is responsible for obtaining information on the necessary security precautions.
- It is impossible to rule out the possibility that the User's behavior may be profiled by the network provider (e.g. internet service provider, SMS provider), i.e. the provider can infer when and with whom the User makes contact.
- There is a latent risk that a third party may gain undetected access to the computer while Online Banking services are being used.
- There is also a risk that viruses and the like may spread to a computer when it connects to an external server for a network session (e.g. the internet, SMS). Appropriate security software that is available in the market can help the User take the necessary security precautions.
- It is important that the User installs only software that has been obtained from trustworthy sources.

4.3 In most cases, the Bank does not provide technical access to its services. This is solely the responsibility of the User. In particular, the Client accepts that the Bank does not distribute the special security software required for Online Banking. Thus the Bank accepts no liability with regard to the network operator (e.g. internet/SMS provider) or the security software required for Online Banking.

4.4 The Bank offers no guarantee as to the accuracy and completeness of the Online Banking data that it makes available to the User. In particular, information regarding accounts and safekeeping accounts (balances, statements, transactions, etc.) and generally available information, such as stock market prices and foreign exchange rates, is considered non-binding. Online Banking data does not constitute a binding offer unless explicitly declared as such.

4.5 The Bank accepts no liability for losses incurred by the User as a result of transmission errors, technical defects, system overload, interruptions (including system-related maintenance work), malfunctions, or illegal access or malicious blocking of telecommunications infrastructure and networks or owing to other inadequacies on the part of the telecommunications infrastructure and network operators.

4.6 Provided it has exercised the normal commercial due diligence, the Bank is not liable for the consequences of malfunctions or interruptions, especially in processing, that affect the Bank's Online Banking operations (e.g. those caused by illegal intervention in the Bank's system).

4.7 Furthermore, the Bank expressly accepts no liability for any software (e.g. via disk/CD or download) and hardware (including identification elements) it may have supplied, or for consequences resulting from or occurring during distribution of the software via the network (e.g. the internet).

4.8 If the Bank detects any security risks, it reserves the right to interrupt Online Banking services for the protection of the Client at any time until the risk is removed. The Bank accepts no liability for any damages incurred as a result of such interruptions.

4.9 The Bank accepts no liability for damages that the Client incurs as a result of the non-performance of his/her contractual obligations to a third party, or for indirect or consequential losses, such as lost profits or third-party claims.

4.10 The Bank accepts no liability for damages resulting from minor negligence on the part of support staff in the course of carrying out their assigned responsibilities.

5 Blocking Access

The Bank is authorized to block access by the Client and/or all Users to some or all services at any time and without stating reasons and without prior notice, if it thinks there are sufficient grounds for doing so.

6 Banking Confidentiality

The Client acknowledges that data is transported via an open-access network (e.g. the internet, SMS). Data can be transmitted across borders without being monitored. This also applies to data transfers where both the sender and the recipient are located in Switzerland. Although individual data packets (with the exception of SMS texts) are transmitted in encrypted form, the identities of the sender and recipient (as well as the SMS text itself) are not encrypted. It is therefore possible for a third party to conclude that a banking relationship and/or payment relationship between the Client and the beneficiary exists.

7 Foreign Legal Provisions/Import and Export Restrictions

7.1 The User acknowledges that use of Online Banking services from abroad can, under certain circumstances, constitute an infringement of foreign laws. The User is responsible for determining whether or not this is the case. The Bank accepts no liability in this regard.

7.2 The User acknowledges that the use of Online Banking applications from abroad may constitute a violation of import and export restrictions governing encryption algorithms.

8 Amendments to the Agreement

The Bank reserves the right to amend these conditions and/or change the Online Banking services at any time. The Client and the Users will be

notified of such changes in writing or by other appropriate means. The changes will be deemed to have been accepted unless the Bank receives written notification to the contrary within one month. In any case, changes will be deemed to have been accepted the next time the Online Banking service is used.

9 Marketing Purposes

The Client and all Users consent to the use of client data from Online Banking by the Bank for its own marketing purposes.

10 Data Processing for Security Purposes

The Client and all Users agree that the Bank may process all transaction data for security purposes. The resulting transaction profile will serve to prevent any fraudulent transactions and thus protect the Client.

11 Notice of Termination

Either party may terminate the Online Banking agreement in writing at any time. Notice of cancellation on the part of the Client must be sent to their contact person at the Bank.

12 Provision for Statutory Regulations

12.1 Any statutory provisions governing the operation and use of telecommunication infrastructure and networks remain reserved and apply also to this Online Banking connection from the time they come into force.

12.2 The User acknowledges that additional restrictions relating to Online Banking services and functions may apply to Clients/Users domiciled in certain countries.

13 Charges

The Bank reserves the right to introduce charges for its services or to adjust existing charges at any time.

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V. – Terms and Conditions for E-Documents

1 Reference to the Applicable Terms and Conditions for Online Banking

1.1 The Credit Suisse (Switzerland) Ltd. Terms and Conditions for Online Banking apply to the delivery of documents in electronic form (hereinafter referred to as *E-Documents*). As a condition for the activation of E-Documents, the Client must have signed a Online Banking application, as well as all the associated documents/declarations/ agreements.

1.2 The electronic delivery of bank documents and advices governed by these terms and conditions relates to banking business to which separate agreements and terms and conditions apply, e.g. the Bank's General Conditions. In the event of any differences in the provisions of such separate agreements and terms and conditions with respect to the use of E-Documents, the present provisions take precedence.

2 Subject of These Terms of Use

2.1 These terms and conditions govern the electronic delivery of all bank documents and advices under the client number (CIF) and/or the accounts and safekeeping accounts set out in the E-Documents application form (hereinafter referred to as the *Application*), in accordance with the Client's instructions.

2.2 E-Documents enables the Client and/or all authorized persons (hereinafter referred to collectively as *Users*) to receive specific documents and advices as determined by the Bank either in electronic format only or in electronic format as well as in hard copy. The Bank provides the User with an electronic mailbox within Online Banking. Electronic documents and advices are deposited by the Bank in this electronic mailbox and are thus deemed to have been delivered to the User.

3 Access Authorization to E-Documents (Only Applies to Companies)

3.1 Authorized Users for companies may be given either unrestricted access to all documents and advices in the electronic mailbox or access only to documents and advices of accounts and safekeeping accounts for which Online Banking authorization has already been given. Unrestricted access must have been granted to at least one User, otherwise E-Documents will be deactivated for the electronic mailbox. All Users can delete documents and advices. When documents and advices are read or downloaded, their status changes from "unopened" to "opened".

3.2 One copy of a bank document or advice is the original. All others are copies. If the company has submitted more than one application for E-Documents stating "Electronic transmission only" in the Application, and if the same relationship number and/or the same account or safekeeping account is affected according to the Application, the company must inform the Bank which electronic mailbox should receive the originals. The company may change the electronic mailbox for originals at any time by notifying the Bank in writing.

4 Time of Delivery

4.1 The User acknowledges that bank documents and advices transmitted via E-Documents are considered to have been delivered to the User as soon as the User can access them in the electronic mailbox. Any deadlines that may be connected with the bank documents and advices start to run from that time.

4.2 The Client hereby expressly acknowledges that, by sending bank documents and advices electronically to the electronic mailbox, the Bank specifically fulfills its notification and accountability obligations toward the User.

5 Blocking or Deactivation

5.1 Blocking or deactivation of Online Banking and/or E-Documents for the last authorized User results in extraordinary delivery by regular mail after seven days. For companies, this applies to Users with unrestricted access, unless notification is given of another User with unrestricted access during this period. In the event of such extraordinary delivery, all unopened electronic original documents and advices issued up to 30 days prior to the blocking/ deactivation will be printed out as copies and sent to the postal address defined in the Application. These electronic bank documents and advices will subsequently be marked as "opened" in the electronic mailbox. All bank documents and advices already opened by the User and all documents and advices delivered to the electronic mailbox prior to 30 days before the start of the blocking/ deactivation will not be forwarded by regular mail.

5.2 All newly issued, unopened bank documents and advices will be sent both electronically (originals) and by post (copies) for 60 days following the blocking/deactivation. After 60 days, electronic delivery will be

suspended, and further bank documents and advices will be sent by regular mail only.

5.3 Irrespective of the blocking/deactivation of the last User with unrestricted access, for companies, Users with restricted access may continue to access the bank documents and advices in the electronic mailbox as per the rights conferred upon them.

5.4 The Client acknowledges that all relevant bank documents and advices must be saved on a local data storage device prior to the deactivation of Users. If the Client wants additional printouts of bank documents and advices while the block is in effect or after Users have been deactivated, it must request these from the Bank. A fee may be charged for such subsequent requests.

6 Complaints from the User

Any complaints from the User regarding electronic bank documents and advices should be made as soon as they arise and within the deadline indicated for the relevant document or advice. If no objection is lodged within the specified period for the respective bank document or advice or, at the latest, within 30 days of delivery to the electronic mailbox, the relevant electronic documents and advices will be deemed accepted by the User.

7 Storage of Documents and Advices

7.1 The User acknowledges that electronic bank documents and advices are stored **until they are deleted by the User, but not longer than 24 months** after delivery, after which they will no longer be available electronically. A fee may be charged for any subsequent request for documents and advices in hard copy.

7.2 **The User is personally responsible for all legal obligations (e.g. in Switzerland: the Ordinance on the Maintenance and Preservation of Business Records [GeBüV], the Ordinance of the Federal Department of Finance on Electronic Data and Information [OEIDI]), in particular for the recording, suitable storage and/or saving of the electronic bank documents and advices delivered via E-Documents, as well as for their integrity and subsequent use.**

7.3 In view of the limited time that electronic bank documents and advices may be kept in the electronic mailbox, E-Documents is not suitable for their long-term storage. For this reason, the User is advised to download the bank documents and advices onto their own data storage devices.

8 Legal Status of Electronic Documents and Advices

8.1 The Bank cannot guarantee that the bank documents and advices that are delivered electronically will be accepted as evidence by Swiss or international authorities. The User accepts full responsibility when presenting the documents and advices in matters concerning such authorities. A fee may be charged for any subsequent request for documents and advices in hard copy.

8.2 **Printouts of electronic documents and advices do not constitute originals.** It is therefore imperative that electronic bank documents and advices be stored in their original (unchanged) electronic format. It is particularly important to note that electronic bank documents and advices should be saved using only the version of the Adobe Reader software that is recommended by the Bank at the time in question. Saving the relevant documents or advices using an earlier version of the software may cause the electronic signature on the document or advice to become illegible.

8.3 The Bank draws the Client's attention to the fact that bank documents and advices must be printed out and submitted in hard copy if this is expressly requested by authorities with investigative powers (e.g. the tax authorities).

9 Delivery in Hard Copy Reserved

The Bank may, at any time, issue bank documents and advices in hard copy, either exclusively or in addition to electronic versions, without being obligated to state any reasons.

10 Amendments to the Agreement

10.1 The Client will inform the Bank in writing of any changes to the accounts or safekeeping accounts, or to the delivery method, valid mailing address or User specified in the Application. The Client bears any and all disadvantage or loss resulting from failure to notify the Bank.

10.2 The Bank may, at any time, amend and/or supplement the Terms and Conditions for E-Documents, the E-Documents service offering, as well as the charges for any additional services, such as delivery of hard copies. Any such amendment and/or supplement will be communicated to the Client in writing or in another appropriate manner (in particular, delivery via E-Documents), and will be considered as having been accepted unless a written objection is received within a month of notification, but in any case no later than the first time E-Documents is used following notification of the change.

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