

## Terms and Conditions for E-Documents

### 1 Reference to the Applicable Terms and Conditions for Online Banking

**1.1** The Credit Suisse AG 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 36 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.