

## Terms of Use for Digital Services of Credit Suisse

By registering and in any event when using a service offered by Credit Suisse (Switzerland) Ltd. (*Bank*) over a digital channel, interface (API), platform or otherwise digitally (*Platform*) the person registering (*Client*) and any other person using the Platform (collectively the *User* or *Users*) accept these Terms of Use.

The Bank reserves at any time the right to amend these Terms of Use, change, extend or restrict any service of the Platform and introduce charges for any of its services or to adjust existing charges. The Client and the Users will be notified of such changes in writing or by other appropriate means.

All changes will be deemed to have been accepted, unless the Bank receives written notice to the contrary within one month after the Bank's notification. In any case, changes will be deemed to have been accepted the next time the Platform is used after the amended terms, services or charges have come into force.

### 1. Access and Transactions on the Platform

Access to the Platform is granted only to persons having identified themselves as required by the Bank. Identification elements may include a User ID, personal or one-time passwords, certificates issued by the Bank and such other identification elements as defined by the Bank for a specific Platform.

If the Bank requests additional identification for an order or another specific transaction (*Transaction Confirmation*), in particular for reasons of security, the same identification elements are to be used, unless instructed otherwise by the Bank. Transactions cannot be initiated unless all required identification elements are entered.

The Bank has the right at any time to change, supplement or replace any of the identification elements mentioned above. The Bank strongly recommends that Users change their passwords upon receipt from the Bank and periodically thereafter. The same applies to a certificate offered or accepted by the Bank, if such a certificate can be changed by a User.

The Bank considers anyone who provides proof of identification in accordance with this sec. 1 as authorized to use the Platform and, to the extent offered by the Bank, to activate or change services on the Platform. The Bank may, within the framework and scope of the services selected by the Client or a User and the selected method of access, grant any such person to access and use the Platform and the services offered there (e.g. accessing and disposing over accounts or initiate any other transaction), and to accept any kind of communication from a User, irrespective of their internal legal relationship with the Client and regardless of any statements to the contrary on the Bank's signatory documentation and without further inquiry as to their 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 a User provide proof of authorization by other means (e.g. by signature, in person).

The Client accepts without reservation all transactions that are carried out via Platform, if the Platform has been accessed using a User's identification elements in accordance with sec. 1 above. Likewise, all instructions, orders, and communications received by the Bank in this way will be deemed entered and authorized by the Client or User.

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 times and days of the relevant stock exchange as well as the public holidays and working hours of the branch at which the account is held or those of the processing unit. The Client also accepts that transactions can only be initiated, if the Bank has received the required transaction confirmation. The Bank does not accept any liability for orders, settlement instructions or any other transactions that are not executed on time, or for damages (especially as a result of price losses) provided that it has exercised the standard of due care customary in the business.

### 2. Risk Disclosure and Client's Obligation to Exercise Due Diligence

Despite state-of-the-art security precautions, neither the Bank nor the Client is guaranteed absolute security. The Client's and a User's end-user devices are part of the system but they are outside the Bank's control and can become a weak link. Despite all of its security measures, the Bank cannot and does not accept responsibility or liability for any Client's or User's end-user device and any damage arising therefrom, as this is technically not feasible. The Client and the User acknowledge in particular the following risks:

- Insufficient familiarity with the system and lack of security precautions on the end-user device or client servers can make unauthorized access easier (e.g. saving data with insufficient protection on hard drives, file transfers, information left on the screen or in the cache of the device, etc.). The User is responsible for obtaining information on the necessary security precautions;

- Lack of security precautions on client servers can make unauthorized access easier (e.g. storing unencrypted tokens, credentials stored in clear text in log files, inappropriate access rights, saving data with insufficient protection on servers, using vulnerable software, etc.);
- There is a risk that a third party may gain unauthorized access to the client server where the credentials and certificates are stored and consequently getting access to the client session (especially if stored on the same server);
- It is impossible to prevent 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 permanent risk that a third party may gain undetected access to the computer while Platform services are being used;
- There is also a risk that viruses and other malware may spread to a computer e.g. 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 which can help the User take the necessary security precautions should at all times be used;
- It is important that all Users install only software that has been obtained from trustworthy sources and that they perform regular recommended updates to the software.

The Client must ensure that all identification elements (see sec. 1) are kept confidential by Users and protected from misuse by any other person than an authorized User, in particular:

- Passwords may not be written down or certificates must be stored with adequate protection against unauthorized access and use;
- API Client credentials and Client certificates must be stored encrypted in two segregated environments on Client's site;
- Logs containing the API tokens on the Client's site must be secured with appropriate access rights.

If there is suspicion that a User may have provided their identification elements to any other person, the respective account with the Platform may be suspended temporarily or terminated. If there is reason to suspect that an unauthorized third party has or may have knowledge of an identification element, the Client or User must initiate the blocking and change of the identification element(s) in question as quickly as possible to avoid unauthorized use and report identified incidents with actual or suspected computer security impact to their Bank contacts. The Client bears full responsibility for all risks and consequences arising from disclosure, availability and use, including unauthorized use, of the Client's identification elements or the identification elements of any User.

### **3. Conditions of Use**

The Client and all Users agree that the Platform and any of the services available there are not solicited by the Bank for the purposes of applicable law.

The Client and all Users expressly undertake to comply with all applicable legal or regulatory restrictions and obligations which apply to them and to refrain from any action or omission which is not in line with applicable law.

Any provisions of applicable mandatory law, in particular governing the operation and use of telecommunication infrastructure and networks remain reserved.

The Client and any User acknowledge that additional restrictions relating to the services provided by the Bank and functions may apply to Clients and/or Users domiciled or being present in certain countries, in particular that the use of the Platform as such or of any services of the Bank from abroad may, under certain circumstances, constitute an infringement of applicable local laws. Any User is responsible for determining whether or not this is the case. The Bank accepts no liability in this regard. Any User in particular acknowledges that the use of applications from abroad may constitute a violation of import and export restrictions governing encryption algorithms.

Unless such use is part of a service offered and authorized by the Bank (e.g. data service through API), a Client or User is prohibited to monitor, data-mine, copy any content being available via the Platform, collect, archive, trade or sell any data or communications about other Clients or Users, use any robot, spider, site search or retrieval application, retrieve, archive or index any portion of the Platform, distribute, display or publish in any form, digital or print, any content from the Platform, or share, transmit or sell any content from the Platform for whatever reason.

### **4. Bank Secrecy and Data Protection**

The Client acknowledges that data can be transmitted across borders without being monitored even if both the sender and the recipient are located in Switzerland. Although individual data packets (with the exception of emails and text messages via SMS) are transmitted in encrypted form where possible, the identities of the sender and recipient (as well as the email or SMS text itself) are not encrypted. It is therefore possible for a third party to conclude that a banking relationship or another business relationship between the Client and the Bank exists.

The Bank has the right and hereby informs the Client and the Users to process, for security purposes, any kind of personal data of the Client or Users (including sensitive and biometrical data to the extent it is necessary or appropriate for security purposes only) and also other data which the Bank deems fit for purpose in connection with the use of the Platform. This may result in transaction profiles which will serve to prevent any fraudulent transactions or any other damage

and thus protect the Client, the Users and the Bank. All such data collected for the aforementioned purpose will be stored on servers located in Switzerland and will not be disclosed or made accessible to any unauthorized third party and not used for any other purpose.

The Bank may access, preserve, and disclose the contents of your account if required to do so by law or by an authority, or in the belief that such actions are reasonably necessary to comply with legal requirements or to protect the rights and property of the Bank.

We store information of Clients and Users as long as it is necessary to grant access to the Platform. Generally, the information you provide will be kept for as long as your account exists and 10 years after your account was terminated. Certain data may be retained longer in accordance with applicable laws or policies of the Bank.

## **5. Responsibilities and Exclusion of Liability of the Bank**

Establishing access from an end-user device to the Platform is the sole responsibility of the User. In particular, the Client accepts that the Bank does not distribute any software to be installed on an end-user device of a User or software otherwise used by a User to access the Platform. Any liability of the Bank for any software (e.g. via 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) is excluded to the fullest extent permitted by applicable law.

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 third party telecommunications infrastructure and networks or owing to other inadequacies on the part of the telecommunications infrastructure and network operators outside the Bank. For the consequences of malfunctions or interruptions, especially in processing, that affect the Bank's Platform operations (e.g. those caused by illegal intervention in the Bank's system) the Bank assumes liability only for direct damage caused by the Bank's failure to exercise the standard of due care customary in the business.

Unless explicitly agreed otherwise with the Bank in relation to a specific service provided by the Bank, all material, information, products and functionalities on the Platform are provided "as is", with no warranties whatsoever. The Bank expressly excludes to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, for uninterrupted and full availability of the Platform or any services offered there at any time, any merchantability, fitness for a particular purpose, and for non-infringement of any proprietary rights or any other rights of a third party.

All financial instruments mentioned on or referred to are shown for information purposes only. The Bank does in particular not guarantee the accuracy and completeness of information regarding accounts and safekeeping accounts (balances, statements, transactions, etc.) and generally available information, such as stock market prices and foreign exchange rates, are all considered non-binding.

It is not the intended purpose to facilitate legally binding offers or acceptances for any financial instruments on the Platform, unless explicitly stated otherwise on the Platform. Any information provided on the Platform is not intended to provide investment advice and no representation is given that any securities or services discussed are suitable for the intended targeted audience. The Platform cannot filter the provided information for the suitability of the intended target audience. It also cannot take into consideration the personal circumstances of the intended target audience for the financial instruments.

The Bank is under no obligation to provide a certain number or collection of available products. Nor does the Bank accept any liability to filter products which are shown according to local rules or any other applicable regulation. It is the Client's and User's exclusive responsibility to comply with applicable laws and regulations, which may include local offering rules, suitability and risk profiling, risk disclosures, etc.

The Client undertakes to indemnify the Bank and any of its affiliated entities (group companies) for any damage, liability or loss caused by the Users' breach of applicable laws or regulations or of these Terms of Use.

If training material is made available it is provided for information purposes only and is for the exclusive use of the recipient. It does not constitute an offer or a recommendation to buy or sell financial instruments or banking services and does not release the recipient from exercising its own judgment. The recipient is in particular recommended to check that the information provided in such training material is in line with its own circumstances with regard to any legal, regulatory, tax or other consequences, if necessary with the help of professional advisors. Training material may not be reproduced either in part or in full without the written permission of the Bank.

The Bank accepts no liability for damages that the Client or a User incurs as a result of the non-performance of their contractual obligations towards a third party, or for any indirect or consequential losses, such as lost profits or third-party claims.

## **6. Suspension, Blocking, Termination**

The Bank may, if deemed appropriate or necessary at its own discretion and at any time, with or without prior notice, suspend or terminate any service, restrict or block access to the Platform, limit or remove any content posted on the

Platform and suspend, terminate or delete the account of the Client or a User. Any liability of the Bank for any damages incurred as a result of such measures is excluded to the fullest extent permitted by applicable law.

The Bank's proprietary rights, disclaimer of warranties, indemnities, limitations of liability and other provisions of these Terms of Use continue after termination of your agreement with the Bank.

Either party may terminate the agreement regarding use of the Platform at any time. Notice of cancellation on the part of the Client must be sent to the contact person or team at the Bank, which has been notified to the Client.

## **7. Miscellaneous Provisions**

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Use to be unenforceable, the remainder of the Terms of Use will continue in full force and effect.

The Client may not assign these Terms of Use or the agreement with the Bank or any rights or obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the Bank's prior written consent. Any unapproved purported assignment or delegation will be null and void and of no force or effect.

The Bank, its licensors and partners own and retain all rights in the Platform, which contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

For Clients domiciled in Switzerland, as applicable, the terms "qualified investor", "discretionary mandate" and "advisory mandate" as may be used on the Platform have the meaning ascribed to in Article 10 CISA (Federal Act on Collective Investment Schemes), Article 3 Paragraph 2 lit. c CISA and Article 3 Paragraph 3 CISQ (Ordinance on Collective Investment Schemes).