

Special Conditions for Digital Banking Services of Zürcher Kantonalbank (January 2025)

In order to improve readability, the Bank uses the male gender to refer to both male and female persons.

1 Scope / Order of precedence of provisions

1.1 These Special Conditions for Digital Banking Services (hereinafter «SC Digital») apply between Zürcher Kantonalbank (hereinafter «Bank») and the person authorised to access the digital services of the Bank (hereinafter «Digital Services») as listed in section 2, the interested party or the client (hereinafter collectively referred to as the «Client») and their authorised representatives.

1.2 In addition to the SC Digital, there are special conditions for some Digital Services. Moreover, the agreements and terms and conditions of the individual banking transactions carried out via the Digital Services as well as the General Terms and Conditions shall apply. In the event of any inconsistencies between these provisions, the following order of precedence shall apply:

(1.) Special conditions of the respective Digital Service, (2.) these SC Digital, (3.) Agreements and terms and conditions of the individual banking transactions as well as (4.) the General Terms and Conditions.

1.3 The above order of precedence and the provisions listed therein apply regardless of the order in which the respective provisions are accepted.

2 Range of services

The range of Digital Services offered by the Bank is listed and described at zkb.ch/efinance and zkb.ch/efinance-firmen. In particular, the Digital Services enable electronic communication between the Client or authorised representative (hereinafter collectively referred to as the «User») and the Bank as well as the digital execution of banking transactions. The User can, for example, retrieve account and custody account information,

process payment orders and stock exchange transactions, exchange notifications and Documents (see section 11 for definition), sign Documents electronically and authorise the exchange of data with a third-party provider.

3 Access to Digital Services / identification

3.1 Technical access to the Digital Services is obtained via the User's Terminal Device. The User shall select the access provider (such as an Internet provider, telecommunications service provider etc.). The term «Terminal Device» comprises the hardware used for access (including mobile devices such as smartphones) as well as the software (in particular apps). The User's Terminal Device must always satisfy the requirements set out on the Bank's website (zkb.ch/sicherheit).

3.2 Persons who have identified themselves by entering a valid means of identification will gain access to the Digital Services. At present, the following shall be deemed to be means of identification:

- a) the user identification delivered by the Bank to the User (such as contract number, user name) and
- b) the personal password selected by the User, as well as
- c) for individual Digital Services, any additional means of identification provided by or accepted by the Bank.

The type and functionality of the applicable means of identification are available in the instructions provided to the User by the Bank and at zkb.ch/sicherheit. The instructions shall be deemed to be accepted when the applicable means of identification are first used. The Bank reserves the right to replace or make changes to the means of identification at any time for objective reasons. The Bank shall notify the User of this in advance in a suitable manner.

3.3 The Bank shall be entitled, as part of the registration or login procedure, to disclose the identification data of the User to third parties commissioned by the Bank.

3.4 Anyone who has verified their identity using the self-identification process described in section 3.2 above shall be deemed by the Bank – and, if necessary, by providers of certification services – to be authorised to use the Digital Services. The Bank may therefore permit the User to make queries or utilise the services, and it may accept orders or notifications from them without any further verification of their authorisation. This shall also apply even if this person is not the actual authorised person. The Client acknowledges and agrees unconditionally to any transactions, agreements and declarations carried out using the Digital Services, where the identity of the Client or any authorised representative appointed by the Client has been verified using the means of identification. These shall be binding for both the Client and for the authorised representative. All information, in particular the instructions, orders and notifications received by the Bank in this manner, shall be deemed to have been issued and authorised by the Client.

3.5 In the case of reasonable doubt, particularly based on reasons of security, the Bank can refuse to execute services and request that the User identify himself by another means.

4 Duty of care of the User

a) In connection with the means of identification

4.1 The User is obliged to change the password provided by the Bank immediately upon receipt and to subsequently change it on a regular basis. The password must not consist of any combinations that can easily be determined (such as telephone number, dates of birth, car number plate).

4.2 **The User shall keep all means of identification secret and protect them against misuse.** In particular, passwords shall not be stored unprotected on the User's Terminal Device or recorded in any other manner. The means of identification shall not be handed over or otherwise made available to third parties. The User shall not reply to and

shall immediately delete any notifications that are supposedly sent by the Bank requesting the User to enter or provide his means of identification (such as requests by e-mail or e-mails that contain links to login pages, known as phishing e-mails). The User shall comply with the instructions provided with the respective means of identification.

4.3 If the User suspects that unauthorised third parties have gained knowledge of his means of identification, the User shall immediately switch or change the relevant means of identification. If this is not possible, the User shall immediately arrange to have access to the relevant Digital Services blocked or must block it himself (section 6).

b) In connection with the Terminal Device of the User

4.4 **The User is obliged to minimise the risk of unauthorised access to his Terminal Device** (such as through the Internet). In particular, the User shall ensure that his operating system and browser are up to date. Furthermore, the User shall take the customary security precautions for public electronic networks, such as the use of an anti-virus program and installation of a firewall. These must be continuously updated. The User shall immediately install any software updates and security patches supplied by the respective providers. The User shall be responsible for staying informed about the latest security measures at zkb.ch/sicherheit, implementing the recommended measures and keeping his Terminal Device up-to-date with the latest technological developments.

4.5 If the User suspects that unauthorised third parties have gained access to his Terminal Device, he is required to immediately report this to the Bank's hotline (section 22).

c) In connection with data entries

4.6 The User shall be responsible for the completeness and accuracy of the data he enters. The User shall remain responsible until the data has been received by the Bank's system.

4.7 If the User has issued an electronic order to the Bank (such as a payment or stock exchange order) and if, after issuing the order, the User establishes

that the Bank has not executed the order or has only partially executed the order in accordance with the instructions, the User shall file a complaint with the Bank immediately. If the status of an order is unclear, the User can contact the client advisor or call the Bank's hotline (section 22).

5 Transaction confirmation by the User

To increase the level of security, the Bank can request a confirmation from the User (hereinafter «Transaction Confirmation») to confirm his order. In such cases, the User is required to review the accuracy of the information transmitted by the Bank. If the User believes this information to be correct, he shall confirm the order. Only after confirmation has been given shall the order be deemed to have been issued. If the User believes the information transmitted by the Bank to be incorrect, the User shall terminate the order and inform the Bank (section 22). If the User does not confirm the transaction despite being requested to do so by the Bank, the order shall be deemed not to have been placed. In this case, the order will not be processed by the Bank.

6 Blocking

- 6.1 The User can arrange to have access to the Digital Services of the Bank blocked. The block can be requested through the Bank's hotline (section 22). The User himself can also block access to the Digital Services at any time by entering his means of identification incorrectly several times until the block is displayed. Likewise, the Bank is authorised to block access to the Digital Services at any time without prior notice.
- 6.2 The Bank may cancel the block at the User's request.

7 Risks

- 7.1 **The Client shall be responsible for damage**
- a) **in the event of the misuse of his means of identification or those of his authorised representative**, e.g. in the event of unauthorised access by third parties or fraud, provided the User has breached his duty of care (section 3.4 and section 4a);
 - b) stemming from the breach of the verification obligations when issuing the Transaction Confirmation pursuant to section 5 or
 - c) stemming from the breach of the duty of care by the User pursuant to section 4b.

- 7.2 If neither the Bank nor the Client has breached their duties of care, the damage shall be borne by the party in whose sphere of influence the misuse or fraudulent activity took place.

By using the Digital Services, the Client also accepts the following risks:

- 7.3 The public and private data transmission networks for information and data exchange as well as the User's Terminal Device form part of the overall system. However, they are outside the Bank's control and may become a vulnerability in the system. In particular, they can be subject to interference by unauthorised third parties. Transmission errors, delays and system interruptions or breakdowns could also occur. For example, information transmitted by the Bank by means of e-mail, text messages or push notification may be misdirected or delayed. The Bank shall not be liable to the Client in any such case.

8 Stock exchange orders

- 8.1 The User can in principle enter stock exchange orders at any time, provided that they are issued within the scope of the Digital Services. However, stock exchange orders cannot be processed around the clock and they may not always be processed immediately after being entered. The processing depends on factors including the trading days and trading hours of the stock exchange in question, as well as the working times and processing times of the unit responsible for processing the order or the branch where the account is held. Further information can be found in the Bank's General Conditions for Trading and Safe Custody Accounts (zkb.ch/terms).
- 8.2 The Bank shall be authorised to reject, cancel or unwind stock exchange orders issued by the User if they do not comply with the standards governing the relevant transaction or the relevant stock exchange.

9 Secure communications channel

- 9.1 In the Bank's Digital Services, Users can communicate with the Bank through notifications sent via a secure communication channel. Notifications sent from the User to the Bank will be processed during the Bank's

normal business hours. The User can also transmit Documents to the Bank digitally where this is offered. The Bank uses notifications for e.g. recommendations, event notifications, making appointments as well as information about products and services.

- 9.2 The Digital Services may contain functions that enable the User to activate the use of an electronic communication channel not operated by the Bank (such as **e-mail, text message, push notification**). Communication via such channels is usually **unencrypted** (see risk notice section 16.1).
- 9.3 The User is responsible for saving notifications and Documents received in electronic form or backing them up outside the Digital Services. The User acknowledges that the Bank is authorised to delete notifications and Documents in the Digital Services after the storage limit has been reached or after a set period of time has expired.
- 9.4 The User acknowledges and accepts that the notifications cannot be used either for stock exchange or payment orders, nor more generally for any issues that are time-critical. The User must use the standard functions in such cases or the channels intended for these purposes.

10 Electronic acceptance of special conditions / legal notices and risk disclosure statements

- 10.1 There are special conditions for individual Digital Services that must be accepted before the service in question is used. The Bank may submit these provisions to the User in electronic form. These provisions may include an extension of the service offer of the Digital Services. The User may decide to use the relevant service in accordance with the applicable provisions by accepting the provisions electronically. Once the User has accepted these provisions, they shall be binding for both the Client (as an account or custody account holder) and the authorised representative. In terms of their probative value, any provisions accepted electronically shall rank equally with the one's signed by hand.
- 10.2 The Bank attaches legal notices and/or risk disclosure statements to individual Digital Services or published information. Once these legal notices and risk information have been displayed, they

shall be binding for both the Client and for the authorised representative. If the Client does not accept these, the Client must refrain from using the service or information concerned.

11 Electronic provision of Documents

- 11.1 The Client authorises the Bank to make correspondence and documents (such as account and custody account statements, credit and debit advice statements, confirmations, transaction statements, tax documents and other notices), contract documents and other documents («Documents») available to the User in electronic form. If such a Document is not or not yet available in electronic form or cannot be delivered electronically for other objective reasons, it will be sent to the Client in paper form. Information on the electronic availability of Documents is published at zkb.ch/bankbelege and can be obtained from the Bank.
- 11.2 If the delivery of Documents by post is requested or is necessary for other reasons, postal delivery fees will be charged. The fees can be found in the applicable price overviews, which are published at zkb.ch/en/legal/terms-conditions.html.
- 11.3 Documents shall be deemed to have been delivered to the Client and therefore disclosed as soon as they become available for the first time in the User's Digital Services. The Client is responsible for taking note of these electronically provided Documents in good time.
- 11.4 The Client acknowledges and accepts that the Bank has fulfilled its notification and accountability obligations towards the Client by providing the Documents electronically.

12 Electronic signing of Documents

- 12.1 The Bank can provide a function to the User for the electronic signature of selected Documents. This function allows the User to sign electronic Documents with qualified or regulated electronic signatures. By signing in this way, the User confirms that he agrees to the content of a Document. Electronically signed Documents have the same effect as handwritten signatures, and embody the original of the Document.

- 12.2 The Bank makes the Documents that have been electronically signed by the User available in the Digital Services for a set period of time (section 9.3).
- 12.3 The User provides the Bank with the information required for issuing certificates (e.g. surname, first name, date of birth, nationality, ID type and number), and authorises the Bank to transmit this information to a provider of certification services commissioned by the Bank for the purpose of issuing certificates.
- 12.4 By signing a Document electronically, the User confirms that the information provided during the identification is still correct and complete at the time of electronic signature. The User must verify the electronically signed Document or the certificate used by the recognised provider of certification services to ensure that it is correct. Incorrect information must be reported to the Bank immediately.

13 Foreign law, such as import and export restrictions

- 13.1 For Users domiciled abroad or Users with a foreign nationality, the range of the Digital Services may be subject to legal restrictions. This can result in a limitation of the services offered.
- 13.2 The User acknowledges and accepts that by using the Digital Services, he may, under certain circumstances, violate existing foreign import and export restrictions (particularly in relation to the means of identification and the encryption algorithms contained therein), or other foreign laws. It is the responsibility of the User to obtain information in this respect. In case of doubt, the User must refrain from using the Digital Services and from importing/exporting the means of identification.

14 Exclusion of warranty and liability

- 14.1 The Bank makes no warranty that access to the Digital Services will function smoothly at all times and without interruption. The Bank reserves the right to interrupt the Digital Services temporarily or permanently, in particular to avert security risks or in connection with foreign law, such as import

and export restrictions (section 13). The Bank shall likewise be entitled to interrupt the Digital Services to carry out maintenance work. The Bank shall be liable for any loss or damage arising from these malfunctions, interruptions or blocks, provided it failed to exercise customary due care. If the Bank exercised customary due care, such loss or damage shall be borne by the Client. In the event of a malfunction, an interruption or a block, the User must transmit his orders or notifications to the client advisor or the Bank branch directly via the alternative channels that are available.

- 14.2 The Bank shall exercise customary due care when displaying and transmitting the data, information, notifications, Documents etc. (hereinafter «Data»). The Bank excludes any further warranty and liability for the accuracy, completeness or up-to-dateness of the Data. Information on accounts and custody accounts (balances, statements, transactions, etc.) as well as publicly accessible information such as stock exchange prices and foreign exchange rates shall be deemed to be provisional and non-binding unless they are expressly specified as being binding. Data contained in the services shall only constitute binding offers if specified as such.

The Bank obtains some Data from third parties (such as financial information). Details are available at zkb.ch/investment-information. The Bank has carefully selected these data providers. The Bank disclaims any liability for the Data obtained from third parties. In particular, rates or prices shown may be subject to a time delay.

- 14.3 The User is obliged to examine the hardware and software provided by the Bank for the use of the Digital Services immediately upon receipt, and to file a complaint immediately if there are any defects. For complaints received in a timely manner, the Client shall only be entitled to replacement of the defective hardware or software. The Bank also excludes any warranty or liability for error-free performance of the hardware and software, for their usability outside the Digital Services or for their applicability in combination with other systems of the User or third parties. If defects in the hardware or software are discovered, the User shall immediately refrain from using the Digital Services and notify the Bank.

14.4 In those areas in which the Bank is responsible for providing its services with customary due care, the Bank shall, as a rule, only be liable for any direct loss or damage incurred by the Client. The Bank excludes liability for any indirect loss or damage incurred by the Client.

15 Power of attorney provisions

- 15.1 The Client is obliged to inform his authorised representatives about the content of these SC Digital and to ensure that they comply with all duties under these SC Digital (particularly sections 4 and 13.2).
- 15.2 A power of attorney granted to an authorised representative to use the respective Digital Services shall be valid until a notice of revocation is received by the Bank (section 22), irrespective of any entries in the commercial register or publications to the contrary. It does not expire upon the death or incapacity of the Client. Any revocation shall simultaneously terminate the contractual agreements between the Bank and the authorised representative to use the Digital Services in connection with the account or custody account of the Client.
- 15.3 The Client acknowledges that **the authorised representative is also authorised to accept special conditions** (section 10.1) **with effect for the Client**. This may also include consenting to exchanging Data with a third party.

16 Bank-client confidentiality

- 16.1 If the User **activates** the use of electronic communication channels that are not operated by the Bank (such as **e-mail, text message, push notification**) in the secure communication channel (section 9.2), the data is transmitted via an open network that is accessible to everyone (such as the Internet, text messages) with data and information potentially being transmitted across borders, even if the sender and recipient are located in Switzerland. **Such information is not protected by Swiss law (Swiss bank-client confidentiality, data protection law) as a result. Even if a transmission is encrypted, the sender and recipient are still unencrypted.** Third parties may gain knowledge of the sender, the recipient

as well as the transmitted content. The existence of a banking relationship may be deduced from this information.

- 16.2 Downloading, installing and using apps such as «ZKB Mobile Banking» on a Terminal Device create points of contact to third parties (including to the operator of the App Store). These may indicate that a client relationship exists between the Client and the Bank. Third parties (such as device manufacturers and network operators) could in any event infer the existence of a business relationship with the Bank. Data may also be transmitted across national borders, even if the User is located in Switzerland. The User acknowledges and accepts this and releases the Bank from the obligation to maintain bank-client confidentiality.

17 Rights to programs, functions and brands

- 17.1 All programs and functions that are accessible via Digital Services belong exclusively to the Bank or third parties (in particular copyright, trademark, design and other rights). The Bank grants the User a non-exclusive, non-transferable licence to use the Digital Services in accordance with the provisions. The full or partial republication, modification, linking, transmission, reverse engineering, decompilation, full or even partial reproduction or decomposition of the programs and functions or the source code shall be prohibited without the express prior written consent of the Bank. Any breach of these requirements by the User shall result in the right of use being withdrawn and the User shall be liable to the Bank and/or any third parties for any loss or damage caused by the User arising from the breach of the above provisions.
- 17.2 «Zürcher Kantonalbank», «ZKB» and the Zürcher Kantonalbank logo are registered trademarks of the Bank. No licence or right to use a registered trademark or logo is granted by any part of this SC Digital or the programs and functions.

18 Amendment of the provisions and the service offer

The Bank reserves the right to amend at any time the SC Digital, the special conditions and the range of services (section 2) for the Digital Services. The Client and his authorised representatives will be notified of any such

amendments by way of an electronic notice or notification in the Digital Services or in another appropriate manner. If the Bank gives notification of the change to the Digital Services, it is deemed to have been delivered and therefore announced as soon as it becomes available in the Digital Services for the first time. The Client is responsible for taking note of these changes in good time. Any such amendment shall be deemed to be accepted unless an objection is raised within 30 days of notification. The Bank reserves the right to make changes to the range of services for which no prior notice can be given for objective reasons.

19 Termination

The Client and the Bank may terminate any or all of the Digital Services of the Bank at any time and without notice (section 22).

Without instructions to the contrary from the User, the Bank shall be entitled, but not obliged, to process pending orders during the period of termination.

20 Severability

In the case of the invalidity, illegality or lack of enforceability of one or more provisions, the remaining provisions remain valid without change.

21 Applicable law and place of jurisdiction

All legal relations between the User and the Bank shall be governed by substantive Swiss law. The place of performance and debt enforcement for Users residing/domiciled abroad shall be Zurich 1. The exclusive place of jurisdiction for all types of proceedings shall be Zurich 1 or the place of residence/domicile of the defendant. Mandatory provisions of law on the place of jurisdiction remain reserved.

22 Contacts

The Bank's hotline number (including blocking of services) and correspondence address for the Digital Services are available on the Bank's website (zkb.ch). The hotline is available during the service hours indicated on the website.

Hotline

P.O. Box, 8010 Zurich

Hotline (incl. blocking of services) +41 (0)844 840 140

E-mail online@zkb.ch

Website www.zkb.ch