

## Introduction

These TXB Digital Terms and Conditions (the "TXB Digital T&C") govern provision by TradeXBank AG (the "Bank") the TXB Digital Service (the "Service").

These TXB Digital T&C are special regulations of the Bank for the purposes of the Bank's General Terms and Conditions (the "GTC"). The matters not specifically governed by these TXB Digital T&C are subject to the GTC, other special regulations of the Bank and specific agreements with the customer.

## Article 1 TXB Digital Service

- (1) The Service is a secure cloud folder, accessible by the Bank and the users authorised by the customer (the "Users").
- (2) The Service is a medium for exchange of various documents between the Bank and the customer.

## Article 2 Authorisation of Users and access to the Service

- (1) The Bank will provide access to the Service (limited to download of various standard forms of the Bank, and upload of the completed forms and other KYC-related documents) to the persons purporting to represent customers (including, for the purposes of this clause, potential customers of the Bank seeking to be onboarded). Such persons will be treated by the Bank as the Users.
- (2) The Bank will provide access to the Service (including permission to download customer- and account-related information) to the persons authorised by the customer to receive account related information. Such persons will be treated by the Bank as the Users.
- (3) Persons successfully identified by the Bank as Users are authorised to use the Service on behalf of the customer. The

Bank may allow the User, without any further examination of the User's authority, to access and operate the Service, regardless of the User's legal relationship to the customer and regardless of any contradictory entries in commercial registers, public announcements or stipulations on the Bank's signature documentation. Furthermore, the Bank has the right, at any time and without stating reasons, to refuse to provide information or to accept instructions, orders and communications and to insist that the User is identified by alternative means (by signature or in person).

## Article 3 Customer's and Users' obligations of due diligence

- (1) The customer and each User shall keep the identification elements (including email accounts used for User identification) confidential and protect those elements against disclosure to, and misuse by, unauthorised persons. The customer bears all risks arising from the disclosure of the identification elements.
- (2) If there is any reason to suspect that unauthorised persons may have access to an identification element (including email accounts used for User identification), the customer shall immediately take appropriate measures to limit such access.
- (3) The customer bears full responsibility for all consequences arising from the use or misuse of the identification elements.

## Article 4 Limitations of online banking security, waiver of liability for the Bank

- (1) Irrespective of all security precautions neither the Bank nor the customer are guaranteed absolute security. The customer's, Users' and the Provider's devices and network are part of the system

- but are outside the Bank's control and may become a weak link. The Bank cannot and will not accept respective responsibility.
- (2) The customer acknowledges and accepts, without limitation, the following risks:
    - Insufficient technical knowledge and lack of security precautions can make it easier for unauthorised persons to access the system (e.g. insufficiently protected storage of data on the hard disk, file transfers, information left on the screen, etc.). It is the customer's responsibility to inform the Users of the necessary security precautions, and cause those to be taken.
    - The possibility that the network provider (e.g. Internet provider) may profile the customer and the Users cannot be ruled out, i.e. the provider may be able to identify when and with whom the customer makes contact.
    - There is an inherent risk that third parties gain access to the customer's (a User's) computer during an Internet session (e.g. via a Java or ActiveX application) without being noticed.
    - A virus may enter the customer's (a User's) computer when a network (such as the Internet) is used.
    - It is important that only software from reliable sources is used.
  - (3) The Bank does not provide technical access to its services. This is the responsibility of the customer. The customer accepts in particular that the Bank does not provide the software for the Service. The Bank accepts no liability for the network providers or the software.
  - (4) The Bank assumes no responsibility whatsoever for the accuracy and completeness of the data which it transmits. In particular, information regarding accounts (balances, statements, transactions, etc.) and generally available information such as foreign exchange rates is to be regarded as non-binding. Data made available does not constitute a binding offer except where it is explicitly designated as such.
  - (5) In particular, the Bank cannot be held liable for damages which the customer may incur as a result of transmission errors, technical defects, system overloads, interruptions (incl. system related maintenance work) malfunctions, illegal intervention and malicious blocking of telecommunications installations and networks, access by third parties or other deficiencies on the part of the telecommunications equipment and network providers.
  - (6) Provided it has exercised the normal due diligence, the Bank is not liable for the consequences of malfunctions or interruptions, especially in processing, which affect the Service.
  - (7) The Bank waives all liability for any software or hardware it may have supplied, or for consequences resulting from or occurring during transportation of the software (including via the Internet).
  - (8) If the Bank detects any security risks, it reserves the right to interrupt the Service for the protection of the customer at any time until the risk is removed. The Bank waives all liability for damages incurred as a result of such interruptions.
  - (9) The Bank waives all liability for damages which the customer incurs due to non-performance of the contractual obligation vis-à-vis a third party or for indirect and subsequent damages such as missed profits or third-party claims.
  - (10) The Bank waives all liability for damages resulting from minor negligence on the part of support staff going about their normal duties.

### **Article 5 Blocking access**

- (1) The Bank may at its sole discretion block access of the customer or any Users to the Service at any time, without stating reasons and without prior notification.
- (2) If the Bank blocks access to the Service for the customer in general, the Bank will notify the customer about the alternative

means of exchanging documents with the Bank.

### **Article 6 Banking confidentiality**

- (1) The customer shall note that Swiss banking confidentiality only applies to data stored in Switzerland, and, in case of information transmission, when both the sender and the recipient are in Switzerland.
- (2) The customer shall also note that data are transported over an open network (i.e. the Internet) which is accessible to third parties. Data are thus transmitted regularly unchecked across international borders. This also applies to data transfers where both the sender and recipient are located in Switzerland. Although individual data packages are transmitted in encrypted form, the identities of the sender and recipient are not encrypted. It is therefore possible for a third party to conclude that a banking relationship exists.
- (3) The customer understands and agrees that the Provider is not necessarily based in Switzerland.

### **Article 7 Data processing for security purposes**

The customer and all Users agree that the Bank may process all data for security purposes. The resulting profile will serve to prevent fraudulent transactions.

### **Article 8 Marketing**

The customer agrees that the Bank may use customer data from Service for its own marketing purposes.

### **Article 9 Termination**

- (1) The Service is provided to the customer as standard means of exchange of various documents with the Bank. As such, the

customer may terminate the Service only via termination of the banking relationship with the Bank, unless the Bank agrees otherwise.

- (2) The Bank may terminate the Service at any time by notice in writing.

### **Article 10 Reservation of certain legislation**

- (1) Any legislation which governs the operation and use of telecommunications installations and networks is reserved and applies, once it comes into force, to the Services.
- (2) The above applies without prejudice to any other legislation.

### **Article 11 Fees**

The Bank reserves the right to charge fees for the Service or to adjust existing charges at any time.

### **Article 12 Changes to the TXB Digital T&C**

The TXB Digital T&C may be amended at any time in accordance with the GTC.

### **Article 13 Further provisions**

Without prejudice to the application of the GTC in general, the provisions of the GTC on:

- governing law;
- jurisdiction;
- liability and indemnity;
- banking secrecy and confidentiality; and
- data transfer, reporting and disclosure,

shall apply without limitation to the TXB Digital T&C.