

1. Scope of application

These terms and conditions for the use of HBL bLink (hereinafter «Conditions») apply to the services of Hypotheekbank Lenzburg AG (hereinafter «HBL») listed in section 2. They supplement the General Terms and Conditions (hereinafter «GTC»), the Terms and Conditions for the Use of E-Banking of HBL (hereinafter «E-Banking Terms and Conditions») and the Terms and Conditions for the Use of Open Banking Services and take precedence over them in the event of any contradictions. They govern services for banking transactions that are based on separate contracts or business terms.

2. Range of services

HBL offers a service (hereinafter «Service») that enables the bank client (hereinafter «Client») and any persons authorized by him/her (hereinafter together «Users») to exchange account or custody account-related data or information (such as account information or payment orders) and data required to perform the Service (hereinafter together «Data») with external third-party service providers (hereinafter «third-party Service Providers»).

The User can instruct HBL to exchange Data with Service Providers in the following constellations:

- i. As a «Service Provider», HBL responds to Service requests from third-party Service Providers. HBL sends Data to these third-party Service Providers and can accept orders from them (hereinafter «Service Provider»);
- ii. As a «Service User», HBL requests Data from third-party Service Providers. HBL receives Data from these third-party Service Providers and can send orders to them (hereinafter «Service User»).

Data is transmitted from HBL to a third-party Service Provider or from a third-party Service Provider to HBL indirectly via the «bLink» platform operated by SIX BBS AG (SIX) (hereinafter «Platform»).

HBL's performance obligation as a Service Provider extends to the execution of the transmission of the requested Data to the Platform or, as a Service User, the receipt of the Data from the Platform and making this Data available in the User's e-banking system.

If a Service involves placing an order with HBL (e.g. a payment order), the User may be required to give additional approval to HBL.

Upon activation of the Service by the User, all accounts and custody accounts managed under the customer's business relationship and available in HBL's e-banking system become subject to the Service.

HBL reserves the right to adapt the Service at any time, to introduce new Services or no longer offer existing Services, and to refuse to execute orders without stating reasons if they do not comply with HBL's internal compliance guidelines.

3. Identification key (Token)

After activation of the Service in the User's e-banking using the valid identification features (see section 2 E-Banking Terms and Conditions), electronic identification keys (hereinafter «Tokens») are issued by HBL or the third-party Service Provider.

As a Service Provider, HBL issues a Token for the third-party Service Provider and delivers it to the third-party Service Provider via the Platform. The third-party Service Provider is responsible for the secure management of the Token and the data processing it performs. HBL cannot assume any monitoring or other obligations in this regard.

As a Service User, the third-party Service Provider issues a Token for HBL, which is stored in the SIX Token Store for HBL.

The transfer of Data from a third-party Service Provider to HBL or from HBL to a third-party Service Provider only takes place after successful validation of the Token. HBL has no influence on the lawful use of the Token by the third-party Service Provider.

4. Authorized third-party Service Providers

The selection and activation of third-party Service Providers and the selection of the Services used is carried out by the User.

The User may only select third-party Service Providers for the Service that are approved by HBL and the Platform. HBL reserves the right to exclude third-party Service Providers from the Service at its own discretion, e.g. in the event of a breach of the duty of care.

The User acknowledges that third-party Service Providers provide their services independently and without the involvement of or control by HBL. This applies in particular to the independent access management of the third-party Service Providers, which authorizes its clients to initiate requests to HBL as a Service Provider via the Platform.

5. Data processing and data disclosure

HBL is subject to legal obligations to maintain the confidentiality of Data relating to the business relationship between the Client (hereinafter «Client Data»), in particular within the framework of Swiss banking secrecy and data protection law.

The Client acknowledges that all Users (namely authorized representatives) who have the valid identification features to use the Client's HBL e-banking can activate the Service and initiate a Data exchange via the Platform from/to a third-party Service Provider. If the Service is activated by an authorized person, HBL assumes that the customer's consent has been obtained in advance.

The Client acknowledges that by sending Data via the Platform to a third-party Service Provider, this Data is disclosed to the third-party Service Provider and the Platform operator and the Client hereby releases HBL (and its management, employees, representatives and agents) from these confidentiality obligations and consents to the corresponding Data disclosures (Section 12 GTC).

The User acknowledges and agrees that HBL may use, review and store the Data received for comprehensive support and advice and within the scope of its regulatory and legal obligations.

After termination of the Service, HBL will delete the Data received from a third-party Service Provider, subject to statutory documentation and archiving obligations.

Further information on the processing of Client Data by HBL can be found in HBL's privacy policy, available at: www.hbl.ch/rechtliches.

6. Use of Data by the Platform or third-party Service Provider

The Data flow from HBL to the third-party Service Provider and from the third-party Service Provider to HBL takes place indirectly via the Platform by means of an application programming interface provided by SIX (hereinafter «API interface»).

6.1 Use of Data by the Platform

The Platform operator may use the User's Data for the following purposes, provided that they do not allow any conclusions to be drawn about the User:

- Operation of the Platform;
- Support and monitoring of Service User and Service Provider requests;
- Further development of the Service.

HBL has no control over the use of the Data by the Platform operator.

6.2 Use of Data by the third-party Service Provider

The transmission of Data from the Platform to the third-party Service Provider or from the third-party Service Provider to the User's systems and the use of Data by the third-party Service Provider itself shall be governed exclusively by the contracts concluded between the User and the third-party Service Provider, in particular by the third-party Service Provider's privacy policy. The third-party Service Provider is responsible for ensuring security and compliance with data protection in its service area. HBL has no influence or control over the use of Data and the security measures of the third-party Service Provider. Data may be stored abroad by the third-party Service Provider. In this case, they are not subject to the protective provisions of Swiss law, in particular bank secrecy. The third-party Service Provider acts exclusively as an auxiliary person engaged by the User. For this reason, HBL rejects any obligation to check or monitor and any other responsibility for the services or omissions of the third-party Service Provider.

7. Duty of care of the User

If the User wishes to terminate the Service between HBL and a third-party Service Provider activated by him or restrict it to individual transactions, the User must delete or restrict the Service.

In the event that HBL as a Service Provider sends Data to a third-party Service Provider, the User can carry out the deletion in HBL's e-banking system. In the event that HBL as a Service User obtains Data from a third-party Service Provider, the User must carry out the deletion in the systems and in accordance with the third-party Service Provider's instructions.

The third-party Service Provider verifies the User's authorization on the basis of its own means of identification not issued by HBL. The User shall keep these means of identification secret in accordance with the provisions of the third-party Service Provider and protect them against misuse by unauthorized persons.

In addition, the general duties of care in accordance with the E-Banking Terms and Conditions apply.

8. Blocking the Service

A temporary blocking of the User's e-banking access (e.g. by entering the wrong password several times) does not automatically lead to a blocking of access to the Service. HBL is also not obliged to block access to the Service in such situations. In order to block access to the Service, the User can contact HBL (see Section 12).

9. System availability

HBL reserves the right to restrict, completely prohibit or interrupt access to the Service at any time without giving reasons. HBL cannot always guarantee trouble-free or uninterrupted access to the Service. HBL also reserves the right to temporarily interrupt the Service in order to prevent security risks or to carry out maintenance work. No claims can be made against HBL due to blockages, interruptions or delays.

10. Exclusion of warranty and liability

HBL provides its services with the care customary in the business. However, HBL has no influence on the provision of services by the Platform operator. Similarly, HBL has no influence on the provision of services by third-party Service Providers engaged by the User. This applies in particular to the correct use of the means of identification issued by the third-party Service Provider and the contractual use of Data by the third-party Service Provider. The Platform operator and the third-party Service Providers are generally infrastructures or institutions that are not subject to supervision. The HBL has no supervisory function in this regard. Consequently, the HBL rejects any warranty or liability consequences for these parties and their activities or omissions. In all other respects, the provisions of the E-Banking Terms and Conditions apply. The User acknowledges and agrees to this.

Warranty and liability are excluded in particular for:

- the secure storage and intended use of the Token issued by HBL and the means of authentication issued by the third-party Service Provider;
- the lawful use of Data by the Platform operator and the third-party Service Provider;
- the security of the Data transmitted by and to the API interface;
- the content composition of Service requests and their transmission to the API interface;
- any acts and omissions of Platform operators and third-party Service Providers in connection with electronic data transmission.

The User acknowledges that the Data transmitted as part of the Service may differ from other and documents transmitted by HBL. The Data provided does not provide a complete or up-to-date picture of the actual financial situation.

11. Fees

HBL may charge the third-party Service Provider fees for the Service. The maximum amount of these fees is set out in the HBL fee table ([hbl.ch/dienstleistung-spreise](https://www.hbl.ch/dienstleistung-spreise)). The User acknowledges these fee rates published under the above link. In knowledge of these fees, the User expressly waives any existing claims for surrender. HBL reserves the right to charge the User fees for the Service (Section 9 GTC). HBL has the right to debit the fees charged directly to the User's account. HBL reserves the right to adjust the price lists at any time, in particular in the event of changes in market conditions or for other objective reasons.

12. Contact points

The hotline for support and blocking the Service can be found on the HBL website ([hbl.ch/multibanking](https://www.hbl.ch/multibanking)). The hotline is available during the Service hours listed on the website.

13. Entry into force and amendments

These Conditions replace all previous versions and come into force immediately. HBL reserves the right to amend these Conditions at any time. These will be communicated to the Client by circular or other suitable means and shall be deemed to have been approved without objection within 30 days.

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