

1. Banking services of Hypothekbank Lenzburg AG (hereinafter referred to as "HBL")

The e-banking services offered by HBL are described in the fact sheet or on the Internet. HBL reserves the right to change the services at any time.

2. Access to e-banking services

2.1. Access to the e-banking services for clients is granted to clients who have identified themselves by entering the following identification features when using e-banking:

- e-banking contract number
- personal, freely selectable password (numbers, letters or combinations)
- 2-factor authentication with the FinSign app or an additional code according to a legitimisation method provided by HBL.

HBL reserves the right to introduce new methods of identification.

2.2. The Client (hereinafter as the abbreviation of client, customer, corporate client, etc.) or any of his authorised representatives is obliged to change the first password communicated to them by HBL immediately after receipt. It is expressly recommended for the password to be changed periodically.

2.3. Any person who identifies themselves in accordance with section 2.1. shall be deemed by HBL to be authorised to use e-banking via the Internet. HBL may therefore, irrespective of its internal legal relationship with the Client and irrespective of any entries to the contrary in the Commercial Register, publications or regulations on HBL's signature documents, as well as irrespective of any further verification of his authorisation, allow them to carry out all the actions granted in the declaration of participation. However, HBL has the right to refuse to provide information and notifications via e-banking at any time and without stating reasons and to insist that the Client or the authorised representative legitimises themselves in another form (by signature or by personal appearance).

2.4. The Client unconditionally approves all transactions on their accounts/deposits specified in the declaration of participation which have been carried out via e-banking in connection with his identification features or those of his authorised representatives but without a written order. Similarly, all instructions, orders, notifications and card mutations which reach HBL via this channel are deemed to have been authorised by the Client. If orders are placed via e-banking, HBL shall be entitled to reject individual orders at its own discretion if there are insufficient funds or if the credit limit granted is exceeded.

3. Card management

For the cards that can be managed in e-banking, the respective terms and conditions of the debit, credit or Travelcash cards shall apply.

4. Stock exchange orders

4.1. The Client acknowledges that the processing of stock exchange orders is not always carried out directly or around the clock, but depends, among other things, on the trading days/trading hours of the relevant stock exchange or on public holiday regulations/the working hours of the processing centre concerned.

4.2. HBL shall not be liable for orders not executed on time or for losses (in particular due to price losses), provided that it has exercised the usual diligence.

5. Chat function

5.1. Within the framework of e-banking, HBL offers electronic communication by means of written text as a chat function (messenger). The Client may not use the chat function for time-critical messages, in particular for stock exchange orders. The chats are stored.

5.2. The Client acknowledges that HBL shall only reply within its regular business hours and shall not accept any liability for damages resulting from delayed replies.

6. Duties of care of the e-banking Client

6.1. The Client and their authorised representatives are obliged to keep all identification features (see Section 2.1.) secret and to protect them against abuse by unauthorised persons. In particular, the Client, after having changed the password (Section 2.2.), may not record or store it without safeguards. The Client or his authorised representatives shall bear all risks arising from the disclosure of their identification features.

6.2. The obligation to maintain secrecy within the meaning of Section 6.1. shall apply separately to each individual authorised representative. Consequently, the Client shall also be liable for damages resulting from authorised representatives misusing the identification features of other authorised representatives.

6.3. Should there be any reason to suspect that third parties have gained knowledge of the password and/or additional codes according to the Client's checklist or authorised representatives, the password shall be changed immediately and, if necessary, a new means of identification shall be requested from the bank.

6.4. The Client shall bear full responsibility for all consequences resulting from the use – including misuse – of his identification features or those of his authorised representatives.

7. Liability and safety

7.1. Absolute security cannot be guaranteed, even with all state-of-the-art security precautions, on the part of HBL as well as on the part of the Client. The Client's terminal device is part of the system, but is outside HBL's control and can become a weak point in the system. Despite all security measures, HBL cannot assume any responsibility for the Client's terminal device, as this is not possible for technical and other reasons (e.g. transmission errors, operational failures, unlawful interference with the Client's IT systems, see the risks in Section 7.2.).

7.2. The Client acknowledges in particular the following risks:

- Insufficient knowledge of the system and inadequate security precautions on the end device on the part of the Client may facilitate access by unauthorised persons. It shall be the responsibility of the Client to inform themselves about the necessary security precautions.
- The network operator (e.g. internet provider) cannot exclude the creation of a traffic characteristic of the Client, i.e. the operator has the ability to trace when and with whom the Client has been in contact.
- There is a latent risk that a third-party may gain undetected access to the Client's terminal device during e-banking use (e.g. Java or ActiveX application).
- There is also a risk that viruses could be transmitted to the terminal when using an electronic network (e.g. Internet) and when making contact with the outside world. So-called virus scanners can support the Client in their security precautions.
- To increase their own security, the Client shall be obliged to only use software from trustworthy sources.

7.3. HBL shall not be liable for the accuracy and completeness of the e-banking data transmitted by it. In particular, details of accounts and safekeeping accounts (balances, statements, transactions, etc.) as well as generally accessible information such as stock exchange or foreign exchange rates are deemed to be provisional and non-binding. HBL e-banking data do not constitute binding offers unless they are expressly identified as binding offers.

7.4. HBL does not provide technical access to its services. This shall be the sole responsibility of the Client. HBL therefore accepts no liability whatsoever, neither for network operators (e.g. Internet providers) nor for the Client's terminal equipment.

7.5. HBL shall not be liable for losses incurred by the Client or their authorised representatives as a result of transmission errors, technical defects, interruptions, malfunctions, unlawful interference with network equipment, network overload, wilful blocking of electronic access by third parties, Internet malfunctions, interruptions or other inadequacies on the part of network operators. In general, HBL excludes liability for damages resulting from the use of the Internet.

7.6. HBL shall not be liable for the consequences of disruptions and interruptions, in particular in the processing in HBL's IT systems (e.g. caused by unlawful interventions in the operational banking system), provided that the usual care is exercised. If security risks are identified, HBL reserves the right at any time to interrupt the e-banking services in order to protect the Client until the disruption or interruption has been rectified. HBL shall not be liable for any damages resulting from this interruption.

7.7. Furthermore, HBL expressly excludes liability for any software supplied by it (e.g. by CD or download) and the consequences arising from and during the transport of the software via the Internet. Should HBL provide a list of possible providers or software suppliers, this shall be merely a recommendation. If any problems or damages result from such a selection, HBL expressly excludes liability and any support obligation.

7.8. HBL's liability for damages incurred by the Client as a result of the non-fulfilment of contractual obligations, as well as for indirect and consequential damages such as loss of profit or claims by third parties, shall be excluded.

8. IT equipment for e-banking via the Internet

8.1. The authorised user requires software for the use of e-banking via the Internet. To the extent that HBL is the software supplier, any defects must be reported within one week of receipt, otherwise the software shall be deemed to have been accepted by the authorised user as functioning properly.

8.2. The authorised user shall be granted a non-exclusive, neither transferable nor assignable right to use the software supplied by HBL. The authorised user is thus prohibited from copying or otherwise reproducing this software in whole or in part in its original or modified form or mixed with other software or integrated into other software for any purpose other than that intended within the scope of HBL e-Banking.

8.3. If the licence rights are infringed by an authorised user or a third-party for whom the Client shall be responsible or for whom the infringement was only possible due to negligent handling of the software, the Client shall be liable for the resulting damage. In this case HBL may consider termination of the e-banking access.

8.4. HBL does not warrant that the software supplied by HBL is absolutely error-free. Nor does it guarantee that the software will correspond in all respects to the authorised user's expectations or that it will work without error in all applications and combinations with other programmes selected by the authorised user. Furthermore, it is noted that there is no such thing as error-free software.

8.5. Any liability of HBL for damage caused to the authorised user by defects or errors in software shall be excluded to the extent permitted by law.

8.6. Updates and other changes to the software and its documentation do not require the consent of the authorised user. The authorised user shall be notified of and provided with new releases; they shall be obliged to implement these if they have been informed that the new release is necessary for the functioning of the system.

9. Blocking

9.1. The Client may have their access or the access of authorised representatives to HBL's client-related e-banking services blocked. The blocking may only be requested during normal business hours and only at HBL's head office (Lenzburg) and must be confirmed to HBL in writing without delay. In addition, the Client and any of the authorised representatives may at any time independently block their own access to their client-related e-banking services of HBL after establishing a connection with HBL by entering the password incorrectly three times in a row.

9.2. The blocking can only be lifted by a written request from the Client to HBL's head office (Lenzburg).

9.3. HBL shall also be entitled to block the Client's and/or one or all authorised representatives' access to individual or all Client-related services at any time and without stating reasons and without prior notice if, at its own discretion, it deems this to be appropriate for factual reasons and based on a comprehensive consideration of interests.

10. Proxy provisions

10.1. The appointment of authorised representatives to use HBL's customer-related e-banking services shall remain valid until revoked and sent to HBL's head office (Hypothekbank Lenzburg AG, P.O. Box, 5600 Lenzburg 1). The revocation must be made in writing. It is expressly stipulated that an authorisation granted shall not expire upon the death or possible loss of the Client's capacity to act, but shall remain in force until revoked in writing, notwithstanding any entries in the Commercial Register and publications to the contrary.

10.2. The revocation of an authorised representative's right to sign on the Client's signature documents deposited with HBL shall not automatically result in the cancellation of the Client's authorisation to use e-banking; rather, an express written revocation shall be required within the meaning of Section 10.1.

11. Bank client secrecy/data protection

E-banking services are offered via the Internet. Data is transmitted abroad, even if both the Client and HBL are located in Switzerland. Even if the data packets are transmitted by HBL in an encrypted format, the Client and HBL are identifiable via their IP address. This makes it possible to draw conclusions about an existing HBL-Client relationship. By using the e-banking services (i) the Client accepts the risks mentioned herein, in particular in connection with the Internet (see also Section 7.1 and 7.2), and (ii) the Client releases HBL to the corresponding extent from the duty to maintain the bank client- and data protection secrecy. By using e-banking services, the Client expressly agrees to the transfer of data abroad and, if applicable, to countries with inadequate data protection and acknowledges in this respect that data transferred abroad is no longer protected by Swiss law and that foreign laws as well as official orders may require the transfer of such data to authorities and other third parties.

12. Foreign legal systems/import and export restrictions

12.1. The Client or the authorised representative acknowledges that the use of e-banking from abroad may violate the rules of foreign law. It shall be the Client's responsibility to get informed about it. HBL declines any liability in this regard.

12.2. Should the Client use e-banking from abroad, they acknowledge that there may be import and export restrictions on the encryption algorithms which they may be in breach of if they use e-banking applications from abroad.

13. Changes to the contract or the operating instructions in e-banking

HBL reserves the right to amend the present Terms and Conditions, the e-banking instructions and the e-banking offer at any time. The Client will be notified of such changes for them and for the authorised representatives by circular letter or other suitable means. It shall be deemed approved without written objection within one month of notification, but in any case, with the next use of the electronic aids.

14. Cancellation

Termination of individual or all of the aforementioned services of HBL may be executed at any time by the Client, their authorised representative or by HBL by registered letter. After termination, the electronic aids provided by HBL must be returned without request and without delay. Despite termination, HBL shall remain entitled to process all transactions initiated before the return of the electronic aids in a legally binding manner for the Client.

15. Reservation of legal regulations

Any legal provisions governing the operation and use of e-banking remain reserved and also apply to HBL's e-banking as soon as they come into force.

16. Partial nullity

Should parts of the present Terms and Conditions be void or legally ineffective, the remainder of the provisions shall continue to apply. The parties shall then interpret and structure the provisions in such a way that the regulatory purpose intended by the void or legally ineffective parts is achieved as far as possible.

17. General Terms and Conditions and Privacy Policy

The "General Terms and Conditions" and HBL's Privacy Policy shall also apply in their currently valid version to the use of e-banking services. In the event of any contradictions, these Terms and Conditions for the Use of E-Banking via the Internet shall take precedence.

18. Correspondence delivery

The Client authorises HBL to transmit the correspondence to be delivered electronically via e-banking. The electronic delivery of documents shall have the same legal effect as documents physically delivered by post. The Client must check the documents for completeness and accuracy. Complaints must be made immediately after delivery, at the latest within one month. Otherwise, the documents shall be deemed approved. The Client shall be responsible for taking note of the documents addressed to them in a timely manner.

19. Confirmation of no mail

The Client may retrieve all electronically prepared documents via e-banking at any time. They are aware of the consequences of the delivery of correspondence via e-banking on the Internet and accept that the delivery of correspondence via e-banking shall be valid until the express revocation or termination of the e-banking contract. The order for the delivery of correspondence includes, unless otherwise instructed by the Client, all existing and future Client accounts as well as authorised accounts.

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