

1. Scope of application

These Terms and Conditions for the Use of E-Banking (hereinafter «Terms and Conditions») apply to the e-banking services offered by Hypotheskarbank Lenzburg AG (hereinafter «HBL») and described in the prospectus or on the Internet (hereinafter «Service»). They apply in addition to the General Terms and Conditions (GTC).

2. Access to e-banking services

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

- personal e-banking contract number;
- personal password;
- 2-factor authentication with the HBL Mobile Banking application (HypBanking App, hereinafter «App»), the FinSign app or an additional code according to a legitimization method provided by HBL.

HBL reserves the right to introduce new methods of identification.

2.2. The bank client (hereinafter «Client») is obliged to change the password communicated to them by HBL to a personal password in accordance with HBL's instructions immediately upon receipt. It is expressly recommended to periodically change the password.

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 to the Client in the declaration of participation in E-Banking via the Internet (hereinafter «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 HBL or the respective third-party provider shall apply to the payment cards.

4. Stock exchange orders

4.1. Information on financial instruments is also available via the Service. This information constitutes neither an invitation nor an offer or a recommendation to buy/sell investment financial instruments or to engage in other transactions and legal transactions. All stock exchange orders placed by the Client are deemed to be Execution Only services unless expressly agreed otherwise in text form.

4.2. The information used in the Service comes from sources that HBL considers to be reliable. HBL assumes no liability or responsibility for the accuracy, completeness and timeliness of the information provided. HBL disclaims any liability for damages or consequential damages in this respect, provided it has exercised the usual care.

4.3. 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.

4.4. 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. HBL bLink service

5.1. As part of the HBL bLink services, HBL offers the option of exchanging account or custody account-related data or information with third-party service providers (hereinafter «HBL bLink Service»).

5.2. The Client acknowledges that all users (including authorized representatives) who have valid identification features to use the Client's HBL e-banking can activate the HBL bLink Service.

5.3. Upon activation of the HBL bLink Services, all accounts and custody accounts managed under the Client's business relationship and available in HBL's e-banking become subject to the HBL bLink Service. The selection of third-party service providers and the bLink Service used is made by the user.

5.4. By using these HBL bLink Services, the Client agrees to the supplementary «Conditions for the use of HBL bLink»

6. Chat function

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

6.2. 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.

7. Duties of care of the e-banking Client

7.1. The Client is 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 shall bear all risks arising from the disclosure of their identification features.

7.2. The obligation to maintain secrecy within the meaning of Section 7.1. 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.

7.3. 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, the password shall be changed immediately, and, if necessary, a new means of identification shall be requested from the bank.

7.4. 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.

8. Liability and safety

8.1. 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.

8.2. The Client bears sole responsibility for the protection of his end devices used for the Services (cell phone, computer, etc.). In order for the Client to be able to use the full functionality of the Service with the best possible security, the Client is obliged to minimize the risk of unauthorized access by third parties. To this end, the Client must keep their end devices up to date with the latest technology and always install available updates for their operating system and browser, as well as take the usual security precautions, such as the use of virus protection, anti-spyware protection, firewall, etc.

8.3. 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 third parties 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.
- To increase their own security, the Client shall be obliged to only use software from trustworthy sources.

8.4. HBL assumes no responsibility and gives no guarantee for the availability, function, operation and maintenance of the Service at all times.

8.5. 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.

8.6. 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.

8.7. HBL shall not be liable for losses incurred 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.

8.8. If security risks are identified, HBL reserves the right at any time to interrupt the 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.

8.9. 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.

8.10. 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.

9. Software and copyright

9.1. The Client requires HBL software for the use of e-banking via the Internet or App. 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 Client as functioning properly. For the use of the HBL software, HBL grants the Client the non-exclusive, non-transferable, free-of-charge right to download the software, install it on an end device owned by the Client for private use and use it as part of the Service.

9.2. The Client is thus prohibited from copying or otherwise reproducing the HBL 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 the Service. HBL software may contain software licensed from third parties. The Client recognizes and accepts not only the rights of the HBL software but also any existing rights of third parties to their software. If the licence rights are infringed by a Client 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 HBL software, the Client shall be liable for the resulting damage.

9.3. The sole copyright for all contents of the presentation/design and structure of the HBL software, the graphics, logos, etc., contained therein lies with HBL (all rights reserved). Any further use or other disclosure is prohibited.

9.4. 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 Client's expectations or that it will work without error in all applications and combinations with other programs selected by the Client. Furthermore, it is noted that there is no such thing as error-free software. Any liability of HBL for damage caused to the Client by defects or errors in software shall be excluded to the extent permitted by law.

9.5. Updates and other changes to the software and its documentation do not require the consent of the Client. The Client 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.

10. Blocking

10.1. The Client may have his e-banking access or that of his authorised representatives to the Client-related Services of HBL blocked and revoked at any time and without giving reasons.

10.2. For this purpose, the Client must contact HBL via the channels provided by HBL and duly legitimise himself.

10.3. In addition, the Client and any of his authorised representatives may block their own e-banking access at any time by entering an incorrect password three times in succession when establishing a connection.

10.4. HBL shall also be entitled to block the Client's and/or one or all authorised representatives' e-banking 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.

11. Proxy provisions

11.1. The appointment of authorised representatives to use HBL's Client-related 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.

11.2. 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 11.1.

12. Bank client secrecy/data protection

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 Services, (i) the Client accepts the risks mentioned herein, in particular in connection with the Internet (see also Section 8.1 and 8.3), and (ii) the Client releases HBL to the corresponding extent from the duty to maintain the bank client- and data protection secrecy. By using the 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.

13. Foreign legal systems/import and export restrictions

The Client or the authorised representative acknowledges that the use of the

Service 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. Should the Client use the Service 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 the Service from abroad.

14. 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.

15. 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.

16. Electronic correspondence delivery

The Client authorises HBL to provide all correspondence electronically via e-banking. The Client waives the right to have documents delivered by post. The electronically delivered documents shall have the same legal effect as documents physically delivered by post.

The Client can access all electronically prepared documents sent to them at any time via e-banking. As soon as electronic documents are available to the Client or its authorized representative via e-banking, they are deemed to have been delivered. The Client is responsible for taking note of the delivered documents in a timely manner and for checking the documents for completeness and accuracy. Complaints must be made immediately after delivery, at the latest within 30 days. Otherwise, the documents shall be deemed approved.

HBL is entitled to send documents to the Client by post, either in physical form only or in both physical and electronic form, without giving any reason.

The Client may revoke the electronic delivery of correspondence in writing at any time. Unless otherwise instructed by the Client, revocation shall apply to all existing and future accounts and/or custody accounts of the Client as well as authorized accounts and/or custody accounts. Upon termination of the e-banking agreement, the electronic delivery of correspondence by HBL shall cease.

17. HBL Mobile Banking application (HypBanking App)

17.1. If access is provided via the HypBanking App (App), the following additional conditions apply (sections 17–19).

17.2. The App enables the Client to access his Client-related Services in e-banking via a mobile device, to retrieve information on transactions and other activities via an encrypted communication channel and to transmit transactions (such as payments or securities trading orders) to HBL via this channel.

17.3. The information provided by HBL via the App is provisional and non-binding and may differ from the information displayed in HBL e-banking via the Internet.

18. Download and use of the App

18.1. The prerequisite for using the App is a completed declaration of participation.

18.2. HBL does not charge any fees for downloading and using the App but reserves the right to introduce compensation/fees for these Services at a later date.

18.3. The Client's network operator may incur costs for downloading and using the App (including roaming). Information on any costs incurred must be clarified directly with the relevant network operator.

18.4. HBL reserves the right to change or delete the information contained in the App at any time or to discontinue the service altogether or to change the App at any time and without prior notice, or to delete it or have it deleted from the user's end device.

19. Supplementary to bank client secrecy/data protection

The Client acknowledges that by downloading, installing and using the App and/or due to the loss of the end device and the associated reference points to third parties (e.g. Apple, Google, network operators, device manufacturers), a client relationship with HBL can be inferred. In this respect, the protection of bank client secrecy can no longer be guaranteed. HBL is authorised to use all information processed in connection with the use of the App (e.g. personal data, geodata, device information, etc.) within the scope and for the purpose of providing the Service via the App and its ongoing improvement. HBL grants the Client the right to revoke this authorisation.

20. Entry into force and amendments

These Terms and Conditions replace all previous versions and come into force immediately. HBL reserves the right to amend these Terms and Conditions at any time. These shall be notified to the Client by circular or other suitable means and shall be deemed to have been approved without objection within 30 days. Any statutory provisions governing the operation and use of e-banking remain reserved and shall also apply to the Services of HBL from the date of their entry into force.

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