

1. Scope

These terms and conditions for unencrypted information exchange via email (hereinafter referred to as «Terms and Conditions») apply to email communication between the bank client and any persons authorized by them (hereinafter collectively referred to as «Client») and Hypothekarbank Lenzburg AG (hereinafter referred to as «HBL»).

By providing their email address(es) to HBL, the Client agrees that HBL may use this email address to exchange information with the Client, i.e. send information relating to the Client's business relationship (including future banking relationships) to the specified email address without restriction and to process information received from this email address. This includes, in particular, inquiries, instructions, orders, electronic communications (e.g., security recommendations, event notifications, tips, publications), general and personalized product and service information and other marketing material, as well as the sending of bank documents. These Terms and Conditions supplement and apply in addition to the General Terms and Conditions (GTC).

2. Risks associated with the use of unencrypted email communication

The Client acknowledges that emails are usually transmitted across borders via open facilities that are accessible to anyone and that the exchange of information by email therefore involves **certain risks**, in particular:

- lack of confidentiality and, depending on the legal system of the States involved in the transmission, an inadequate level of data protection;
- alteration or falsification of the sender's address or the content of the email by third parties;
- misuse resulting in damage due to the interception of emails by third parties;
- system interruptions and other transmission disruptions that can cause delays, mutilation, misdirection, or deletion of emails and attachments;
- Malicious software that is spread unnoticed by third parties via emails and can cause considerable damage.

3. Consent by and responsibility of the Client

The Client accepts the risks associated with the exchange of information by email, including the **risk of disclosure of the banking relationship and related confidential information to third parties, and releases HBL from all applicable legal and contractual confidentiality obligations in this regard**.

All information that reaches HBL electronically at the email address provided is deemed to have been written, authorized, and legally validly issued by the Client. If the Client provides an impersonal functional address for the exchange of information (e.g., info@name.ch) to which several people on the Client's side may have access, it is the sole responsibility of the Client to manage access to this email address and to grant access only to those persons who have knowledge of the banking relationship and are authorized to communicate with HBL.

In the case of time-critical information or orders, the Client must, where appropriate, choose a different communication channel if necessary to ensure prompt processing.

It is the Client's responsibility to inform themselves about the security measures customary for public electronic networks and to implement these (e.g. by installing a firewall and using an anti-virus program, which must be updated regularly), and to use the email address exclusively on devices that are protected against electronic attacks and unauthorized use. In case of any doubt about the origin of an email, the Client is obliged to contact HBL by telephone.

The Client undertakes to notify HBL of any changes to the email address(es) provided. Notification must generally be made in writing, although HBL has the right (but not the obligation) to accept notification in another form (e.g. by telephone).

The Client acknowledges that HBL's email addresses authorized to receive and send emails are always structured according to the pattern `firstname.lastname@hbl.ch`.

4. Disclaimer

HBL excludes any liability for damages resulting from the use of email for the exchange of information, to the extent permitted by law.

HBL accepts no liability for damages incurred by the Client as a result of transmission errors, technical defects, interruptions, malfunctions, illegal interference with network facilities, network overload, deliberate congestion of electronic access points by third parties, internet malfunctions, interruptions, or other shortcomings on the part of network operators.

HBL is entitled to demand at any time and without giving reasons that the Client identify themselves by means of their own signature or in another form, or that the instructions and orders be submitted to HBL in writing in the original. HBL also reserves the right to discontinue the exchange of information with the Client by email at any time and without giving reasons.

5. Revocation

Any Client may revoke their consent to the use of their email address provided to HBL at any time. The revocation must be made in writing, whereby HBL has the right (but not the obligation) to accept a revocation in another form (e.g., orally). The declaration of consent shall not expire in the event of incapacity, bankruptcy, declaration of missing person, or death of the Client.

6. Entry into force and amendments

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

HBL/07/01/2025