

# Special Conditions for Digital Banking Services of Zürcher Kantonalbank (November 2019)

In order to improve readability, the Bank uses the male gender to refer to both male and female persons.

## 1 Scope/Order of precedence of provisions

1.1 These Special Conditions for Digital Banking Services (hereinafter «SC Digital») apply to the digital banking services of Zürcher Kantonalbank set out in section 2 (hereinafter «Digital Services» and «Bank»).

1.2 In addition to the SC Digital, there are special conditions for some Digital Services. Moreover, the agreements and conditions of the individual transactions carried out via Digital Services and the General Conditions apply. In the event of any inconsistencies between these provisions, the following order of precedence shall apply:

(1.) Special conditions of the Digital service, (2.) these SC Digital, (3.) agreements and conditions of individual banking transactions and (4.) the General Conditions.

## 2 Range of services

The Digital Services provided by the Bank enable clients to carry out their banking transactions online and to communicate with the Bank electronically. In particular, clients can access account and custody account information, execute payment orders and stock market transactions, exchange electronic notifications and documents and electronically sign agreements and declarations. Details of the services provided are described on the Bank's website [zkb.ch/efinance](http://zkb.ch/efinance), [zkb.ch/efinance-firmen](http://zkb.ch/efinance-firmen).

## 3 Access to Digital Services/identification

3.1 Technical access to the Digital Services is obtained via the terminal device of the Client or his proxy (hereinafter jointly «User»). The User shall select the access provider (such as an Internet provider, telecommunications service provider). The term «Terminal Device» comprises the hardware used for access (including mobile devices such as smartphones) as well as the software (in particular apps). The device of the User must always satisfy the requirements set out on the website of the Bank [zkb.ch](http://zkb.ch).

3.2 Persons who have identified themselves by entering a valid means of identification will gain access to the Digital Services. At present, the following shall be deemed to be means of identification:

- a) the user identification delivered by the Bank to the User (such as contract number, user name) and
- b) the personal password selected by the User and
- c) for individual Digital Services, any additional means of identification provided by or accepted by the Bank.

The type and functionality of the applicable means of identification are available in the instructions provided to the User by the Bank and at [zkb.ch](http://zkb.ch). The instructions shall be deemed to be accepted when the applicable means of identification are first used. The Bank reserves the right to replace or adjust the means of identification at any time for objective reasons. The Bank shall notify the User of this in advance in a suitable manner.

3.3 The Bank shall be entitled, as part of the registration or login procedure, to disclose the identification data of the User to third parties commissioned by the Bank.

3.4 Anyone who has verified their identity using the self-identification process described in 3.2 above shall be deemed by the Bank – and, if necessary, by providers of certification services – to be authorised to use the Digital Services. The Bank may therefore permit these persons to make queries or utilise the services, and it may accept orders or binding notifications from them, without any further verification of their authorisation. This shall also apply even if this person is not the actual authorised person. **The Client acknowledges and agrees unconditionally to any transactions, agreements and declarations carried within the scope of the Digital Services using his means of identification or those of his proxy.** These shall be binding for both the Client and for the proxy. **All instructions, orders and notifications received by the Bank in this manner shall be deemed to have been issued and authorised by the Client.**

3.5 In the case of reasonable doubt, particularly based on reasons of security, the Bank can refuse to execute services and insist that the User identifies himself by another means.

#### 4 Duty of care of the User

a) In connection with the means of identification

4.1 The User is obliged to change the password provided by the Bank **immediately upon receipt and to subsequently change it on a regular basis.** The password must not consist of any combinations that can easily be determined (such as telephone number, dates of birth, car number plate).

4.2 The User shall keep all means of identification secret and protect them against misuse by unauthorised persons. In particular, passwords shall not be stored unprotected on the Terminal Device of the User or recorded in any other manner. The means of identification shall not be handed over or otherwise made available to third parties. The User shall not reply to and shall immediately delete any notifications that are supposedly sent by the Bank

requesting the User to enter or provide his means of identification (such as requests by e-mail or e-mails that contain links to login pages, known as phishing e-mails). The User shall comply with the instructions for the respective means of identification.

4.3 If the User suspects that **unauthorised persons have gained knowledge of his means of identification**, the User shall immediately switch or change **the relevant means of identification.** If this is not possible, the User shall **immediately arrange to have access to the relevant Digital Services blocked or must block it himself** (cf. section 6).

b) In connection with the Terminal Device of the User

4.4 The User is obliged to minimise the risk of unauthorised access to his Terminal Device (such as through the Internet). In particular, the User shall ensure that his operating system and browser are up to date. Furthermore, the User shall take the customary security precautions for public electronic networks, such as the use of an anti-virus program and installation of a firewall. These must be continually updated. The User shall immediately install any software updates and security patches supplied by the respective providers. The User shall be responsible for staying informed about the required security precautions at [zkb.ch](http://zkb.ch), to implement the recommended measures and to update the Terminal Device to the latest state of the technology.

4.5 If the User suspects that **unauthorised third persons** have gained access to his **Terminal Device**, he is required to **immediately report this to the Bank's hotline (section 22).**

c) In connection with data entries

4.6 The User shall be responsible for the completeness and accuracy of the data he enters. The User shall remain responsible until the data has been received by the Bank's system.

4.7 If the User has issued an electronic order to the Bank (such as a payment or stock market order) and if, after issuing the order, the User can establish that the Bank has not executed the order or has only partially executed the order in accordance with the instructions, the User shall file a complaint with the Bank at once. If the status of an order is unclear, the User can contact the client advisor or the hotline of the Bank (section 22).

## 5 Transaction confirmation

To increase security, the Bank can request a transaction confirmation from the User to confirm his order. **In such cases, the User is required to review the accuracy of the information transmitted by the Bank.** If in the view of the User this information is correct, he shall confirm the order. Only after confirmation has been given shall the order be deemed as issued. **If in the view of the User the information transmitted by the Bank is not correct, the User shall terminate the transaction and inform the bank** (section 22). **If no transaction confirmation is given, the order shall be deemed to have not been issued.** The order shall in this case **therefore not be processed by the Bank.**

## 6 Block by the User

6.1 The User can arrange to have access to the Digital Services of the Bank blocked. The block can be requested through the Bank hotline (section 22). In addition, the User **himself** can **block** access to the Digital Services **at any time** by entering his means of identification incorrectly a number of times until the block is displayed.

6.2 The block may only be lifted on request from the User.

## 7 Risks

7.1 In accordance with section 3.4, **the Client shall bear any damage resulting from the misuse of his means of identification or that of his proxy**, such as in the case of unauthorised access by a third party or due to fraud, **provided the User failed to exercise due care.** If neither the Bank nor the User failed to exercise due care, the damage shall be borne by the party in whose sphere of influence the misuse or fraudulent activity took place. **The Client shall also bear the consequences of any breach of the duty of care by the**

## User pursuant to section 4 or a transaction confirmation issued by the User in breach of his duty to conduct a review pursuant to section 5.

By using the Digital Services, the Client also accepts the following risks:

7.2 The public and private data transmission networks for information exchange as well as the Terminal Device of the User are a part of the overall system. However, they are outside the Bank's control and may become a weak point in the system. In particular, they can be subject to interference by unauthorised third parties and, in addition, transmission errors, delays and system interruptions or breakdowns. For example, information transmitted by the Bank by means of e-mail, text message or push notifications may be misdirected or delayed. **The Bank shall not be liable to the Client in any such case.**

## 8 Stock market orders

8.1 The User can in principle enter stock market orders at any time, provided that they are issued within the scope of the Digital Services. **However, stock market orders may not be processed around the clock and they may not always be processed immediately after being entered. The processing depends on factors including the trading days and trading hours of the stock exchange in question as well as the working times and processing times of the unit responsible for processing the order or the branch where the account is held.** Further information may be found in the description of the range of the Digital Services (section 2).

8.2 The Bank shall be authorised to **reject**, cancel or unwind stock market orders issued by the User if they do not comply with the standards governing the relevant transaction or the relevant stock exchange.

## 9 Secure communications channel

9.1 As part of the Digital Services, the Bank provides a protected communications channel for the mutual exchange of information between the User and the Bank («Messages»).

9.2 **The User acknowledges and accepts that the Messages are neither available for stock market or payment orders nor generally for any messages that are time-critical.** The User must use the standard functions for these or the channels intended for these purposes. The Bank processes Messages only during normal business hours.

## 10 Electronic acceptance of special provisions/ legal information and risk disclosure statements

10.1 There are special provisions for individual Digital Services that must be accepted before the service in question is used. The Bank may submit these provisions to the User in electronic form. These provisions may include an extension of the range of services of the Digital Services. The User may decide to use the relevant service in accordance with the applicable provisions by accepting the provisions electronically. Once the User has accepted these provisions, they shall be binding both for the Client (as an account or custody account holder) and for the proxy. In terms of their probative value, any provisions accepted electronically and declarations given electronically shall rank equally with agreements signed by hand.

10.2 The Bank provides legal notices or risk information for individual Digital Services or published information. Once these legal notices and risk information are displayed, they are binding for both the Client and for the proxy. If the Client does not accept these, the Client must refrain from using the service or information concerned.

## 11 Electronic provision of correspondence, statements and contract documents

11.1 The Client authorises the Bank to make available to the User correspondence and statements, such as account and custody account statements, credit and debit advice statements, confirmations, statements and other notices, and contract documents (**«Correspondence, Statements and Contract Documents»**) in electronic form. If such a document is not or not yet available electronically or cannot be delivered electronically for other objective reasons, the Client will receive it in paper form. Information on the electronic availability of

Correspondence, Statements and Contract Documents is published at [zkb.ch/bankbelege](http://zkb.ch/bankbelege) and can be obtained at the Bank.

11.2 Upon request, the Bank can send the Correspondence, Statements and Contract Documents to the Client by post. The Client accepts that the Bank shall charge a fee for the postal delivery. The fee is published at [zkb.ch/terms](http://zkb.ch/terms) (price summary and conditions).

11.3 **Correspondence, Statements and Contract Documents shall be deemed as delivered to the Client as soon as they are available in the Digital Services for the first time.** The Client is responsible for taking notice in good time of these electronically provided documents.

11.4 The Client acknowledges and accepts that the Bank **has met its notification and accountability obligations** towards the Client **by providing** the Correspondence, Statements and Contract Documents **electronically**.

## 12 Electronic signature of agreements and declarations

12.1 The Bank can make available to the User a sign function for the electronic signature of agreements and declarations («Sign»). This function allows the User to sign electronic agreements and statements with qualified or regulated electronic signatures. By signing in this way, the User confirms that he agrees to the content of an agreement or declaration. **Electronically signed** agreements and declarations have **the same effect as handwritten signatures and embody the original of the agreement or declaration**.

12.2 The Bank makes electronically signed agreements and declarations available to the User in the Digital Services.

12.3 The User authorises the Bank to make available to the provider of certification services commissioned by the Bank the information required for issuing certificates (such as surname, first name and mobile number).

### 13 Foreign legislation/import and export restrictions

- 13.1 For Users domiciled abroad or Users with a foreign nationality, the range of the Digital Services may be subject to legal restrictions. This can result in a limitation of the services offered.
- 13.2 The User acknowledges and accepts that by using the Digital Services, he may, under certain circumstances, violate existing import and export restrictions (particularly in relation to the means of identification and the encryption algorithms contained therein), or other foreign laws. It is the responsibility of the User to obtain information in this respect. In case of doubt, the User must refrain from using the Digital Services and from importing/exporting the means of identification.

### 14 Exclusion of warranty and liability

- 14.1 The Bank makes no warranty that access to the Digital Services will function smoothly at all times and without interruption. The Bank reserves the right to interrupt the Digital Services temporarily or permanently, in particular to avert security risks or in connection with foreign legislation and import and export restrictions (section 13). The Bank shall likewise be entitled to interrupt the Digital Services for maintenance work. The Bank shall be liable for any damage arising from these malfunctions, interruptions or blocks, provided it failed to exercise customary due care. If the Bank exercised customary due care, such loss or damage shall be borne by the Client. In the event of a malfunction, an interruption or a block, the User must transmit his orders or messages to the client advisor or the Bank branch directly via the alternative channels that are available.
- 14.2 The Bank shall exercise customary due care when displaying and transmitting the data, information, notices, etc. (hereinafter «Data»). **The Bank excludes any further warranty and liability for the accuracy, completeness or up-to-date-ness of the Data. Information on accounts and custody accounts (balances, statements, transactions, etc.) as well as publicly accessible information such as stock market prices and foreign exchange rates shall be deemed to**

**be provisional and non-binding unless they are expressly specified as being binding. Data contained in the services shall only constitute binding offers if specified as such.**

The Bank obtains some Data from third parties (such as financial information). Details are available at [zkb.ch](http://zkb.ch). The Bank has carefully selected these data providers. The Bank disclaims any liability for the Data obtained from third parties. In particular, rates or prices shown may be subject to a time delay.

- 14.3 The User is obliged to examine the hardware and software provided by the Bank for the use of the Digital Services immediately upon receipt and to file a complaint immediately if there are any defects. For complaints received in a timely manner, the Client shall only be entitled to replacement of the defective hardware or software. The Bank also excludes any warranty or liability for error-free performance of the hardware and software, for their usability outside the Digital Services or for their applicability in combination with other systems of the User or third parties. If defects in the hardware or software are discovered, the User shall immediately refrain from using the Digital Services and notify the Bank.
- 14.4 In those areas in which the Bank is responsible for providing its services with customary due care, the Bank shall, as a rule, only be liable for any direct damage incurred by the Client. The Bank excludes liability for any indirect or direct damage incurred by the Client.

### 15 Power of attorney provisions

- 15.1 The Client is obliged to inform his proxies about the content of these SC Digital and to ensure that they comply with all duties under these SC Digital (particularly section 4 and 13.2).

15.2 A power of attorney granted to a proxy to use the Digital Services shall be valid until receipt by the Bank of a revocation (section 22). It shall not lapse upon the death or loss of capacity of the Client, but shall remain in force until revoked in writing, irrespective of any entries in the commercial register or publications to the contrary. Any revocation shall simultaneously terminate the contractual agreements between the Bank and the proxy to use the Digital Services in connection with the account or custody account of the Client.

## 16 Bank-client confidentiality

16.1 When data is transmitted over an open network which is accessible to anyone (such as the Internet, text messaging), data may be transmitted across national borders, even if the sender and the recipient are located in Switzerland. **Information that the User requests from the Bank – outside of the Digital Services – via e-mail, text message etc. (such as notifications) is generally transmitted in unencrypted form. This means that such information is not protected by Swiss law (Swiss bank-client confidentiality and data protection legislation).** Even if a transmission is encrypted, the sender and recipient are still unencrypted. It may therefore be possible for third parties (such as an Internet provider) to infer that a banking relationship exists.

16.2 **The downloading, installation and use of apps** such as «eBanking Mobile» on a Terminal Device create points of contact to third parties (including to the operator of the App Store). From this it could be deduced that a client relationship exists between the Client and the Bank. Third parties (such as Apple, Google and network operators) could infer the existence of a business relationship to the Bank. Data may also be transmitted across national borders, even if the User is located in Switzerland. The User acknowledges and accepts this and releases the Bank insofar from the obligation to maintain bank-client confidentiality.

## 17 Rights to programs, functions and brands

17.1 All programs and functions that are accessible via Digital Services belong exclusively to the Bank or third parties (in particular, copyright, trademark,

design and other rights). The Bank grants the User a non-exclusive, non-transferable and free of charge licence to use the Digital Services in accordance with its intended use. The full or partial republication, modification, linking, transmission, reverse engineering, decompilation, full or even partial reproduction or decomposition of the programs and functions or the source code shall be prohibited without the express prior written consent of the Bank. Any breach of these requirements by the User shall result in the right of use being withdrawn and the User shall be liable to the Bank and/or any third parties for damage caused by the User arising from the breach of the above provisions.

17.2 «Zürcher Kantonalbank», «ZKB» and the Zürcher Kantonalbank logo are registered trademarks of the Bank. «Apple», «iPhone» and «App Store», «Google» and «Android» are registered trademarks of Apple and Google respectively. No part of this SC Digital or of the programs and functions grants a license or the right to use a registered trademark or logo.

## 18 Amendment of the provisions and the range of service offer

The Bank reserves the right **to amend** the SC Digital, the special conditions and the range of services (section 2) for the Digital Services. The Client and his proxies will be notified of any such amendments by way of an electronic notice or message in the Digital Services or in another appropriate manner. Any such amendment shall be deemed to be accepted unless an objection is raised within 30 days of notification. The Bank reserves the right to make changes to the range of services for which no prior notice can be given for objective reasons.

## 19 Termination

The Client and the Bank may terminate any or all of the Digital Services of the Bank at any time and without notice (section 22).

Without instructions to the contrary from the User, the Bank shall be entitled, but not obliged, to process pending orders during the period of termination.

## 20 Severability

In the case of the invalidity, illegality or lack of enforceability of one or more provisions, the remaining provisions remain valid without change.

## 21 Applicable law and place of jurisdiction

All legal relations between the User and the Bank shall be governed by substantive **Swiss law**. The place of performance and debt enforcement for Users residing/domiciled abroad shall be Zurich 1. The exclusive **place of jurisdiction** for all types of proceedings shall be **Zurich 1** or the place of residence/domicile of the defendant. Mandatory provisions of law on the place of jurisdiction remain reserved.

## 22 Contacts

The Bank's **hotline number** (including blocking) and **correspondence address** for the Digital Services are available on the website of the Bank ([zkb.ch](https://www.zkb.ch)). The hotline is available during the service hours indicated on the website.

### Hotline

P.O. Box, 8010 Zurich

Hotline (incl. blocking) +41 (0)844 840 140

E-mail [online@zkb.ch](mailto:online@zkb.ch)

Website [zkb.ch](https://www.zkb.ch)