

# Special Terms and Conditions of Use for the Online Meeting Service of Zürcher Kantonalbank (July 2020)

In order to improve readability, the Bank uses the male gender to refer to all gender identities.

## 1 Scope

The following Terms and Conditions of Use apply to the Online Meeting Service of Zürcher Kantonalbank (hereinafter "Bank"). Moreover, the other agreements and conditions concluded between the Client and the Bank apply.

By accessing the Online Meeting Service, the Client or his authorised representative (hereinafter collectively referred to as "User") accepts the following Terms and Conditions of Use.

## 2 Range of services

The Online Meeting Service is a digital service provided by the Bank. The Online Meeting Service allows the User to communicate with the Bank through an electronic channel, as well as to view documents together electronically, such as via screen sharing, video call or chat. Details of the range of services are described on the Bank's website [zkb.ch/efinance](https://zkb.ch/efinance) and [zkb.ch/efinance-firmen](https://zkb.ch/efinance-firmen).

## 3 Access to the Online Meeting Service / identification

- 3.1 Technical access to the Online Meeting Service is obtained via the User's terminal device. 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 User's device must always satisfy the requirements set out on the Bank's website [zkb.ch](https://zkb.ch)
- 3.2 Persons who have identified themselves by entering a valid means of identification will gain access to the Online Meeting Service.

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](https://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 In the case of reasonable doubt, particularly based on reasons of security, the Bank can refuse to execute services and insist that the User identify himself by another means.

## 4 Duty of care of the User

- a) In connection with the means of identification
- 4.1 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 User's Terminal Device 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 provided with the respective means of identification.
- b) In connection with the User's Terminal Device
- 4.2 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 latest security measures at [zkb.ch](https://www.zkb.ch), implementing the recommended measures and updating the Terminal Device to the latest state of the technology.

- 4.3 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 15)**.

c) In connection with data entries

- 4.4 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.

## 5 Risks

- 5.1 **The Client shall bear the consequences of any breach of the duty of care by the User pursuant to section 4.**

By using the Online Meeting Service, the Client also accepts the following risks:

- 5.2 The public and private data transmission networks for information and data exchange as well as the User's Terminal Device 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. **The Bank shall not be liable to the Client in any such case.**

## 6 Secure communications channel

- 6.1 As part of the Online Meeting Service, the Bank provides a protected communications channel for the mutual exchange of information between the User and the Bank ("Messages").

- 6.2 **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.

## 7 Foreign legislation

- 7.1 For Users domiciled abroad or Users with a foreign nationality, the range of the Online Meeting Service may be subject to legal restrictions. This can result in a limitation of the services offered.
- 7.2 The User acknowledges that he may violate foreign laws by using the Online Meeting Service. It is the responsibility of the User to obtain information in this respect. In case of doubt, the User must refrain from using the Online Meeting Service.

## 8 Exclusion of warranty and liability

- 8.1 The Bank makes no warranty that access to the Online Meeting Service will function smoothly at all times and without interruption. The Bank reserves the right to interrupt the Online Meeting Service temporarily or permanently, in particular to avert security risks or in connection with foreign legislation (section 7). The Bank shall likewise be entitled to interrupt the Online Meeting Service 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.
- 8.2 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-dateness 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](https://www.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.

- 8.3 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 loss or damage incurred by the Client. The Bank excludes liability for any indirect or direct loss or damage incurred by the Client.

## 9 Power of attorney provisions

- 9.1 **The Client is obliged to inform his proxies about the content of these Terms and Conditions of Use and to ensure that they comply with all duties under these Terms and Conditions of Use** (particularly section 4 and 7.2).
- 9.2 A power of attorney granted to a proxy to use the Online Meeting Service shall be valid until receipt by the Bank of a revocation (section 15). 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 agreement between the Bank and the proxy to use the Online Meeting Service in connection with the account or custody account of the Client.

## 10 Rights to programs, functions and brands

- 10.1 All programs and functions that are accessible via the Online Meeting Service 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 Online Meeting Service 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.

- 10.2 "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 these Terms and Conditions of Use or of the programs and functions grants a license or the right to use a registered trademark or logo.

## 11 Amendment of the Terms and Conditions of Use and the range of services

The Bank reserves the right **to amend** these Terms and Conditions of Use and the range of services (section 2) for the Online Meeting Service. The User will be notified of any such amendments by way of an electronic notice 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 amendment shall be deemed to be accepted in any case if the User continues to use the Online Meeting Service after the amendment takes effect. The Bank reserves the right to make changes to the range of services for which no prior notice can be given for objective reasons.

## 12 Termination

The Client and the Bank may terminate the Online Meeting Service of the Bank at any time and without notice.

## 13 Severability

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

## 14 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 or domicile of the defendant. Mandatory provisions of law on the place of jurisdiction remain reserved.

## 15 Contacts

The Bank's **hotline number** and **correspondence address** for the Online Meeting Service are available on the Bank's website ([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 +41 (0)844 840 140  
E-mail [online@zkb.ch](mailto:online@zkb.ch)  
Website [www.zkb.ch](https://www.zkb.ch)