

Terms of Use for the Multibanking with eBanking of Zürcher Kantonalbank (June 2024)

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

1. Scope

These Terms of Use (hereinafter “Terms”) apply to the services of Zürcher Kantonalbank (hereinafter “Bank”) listed in Section 2. They supplement the Special Conditions for Digital Banking Services of Zürcher Kantonalbank (hereinafter “SC Digital”). In the event of any inconsistencies, these Terms shall take precedence over the SC Digital.

These Terms govern the banking services that are based on separate contracts or terms and conditions. Within the scope of the Services, these Terms shall take precedence over any deviating provisions contained in the aforementioned contracts or terms and conditions. They shall also take precedence over the General Conditions.

2. Range of services

The Bank offers multibanking as a service (hereinafter “Services”). This enables the Client or his proxy (hereinafter jointly “Users”) to instruct the Bank to receive data from external service providers or third-party banks (hereinafter “Third Party Providers”) and to transmit orders to Third Party Providers. This is done using interfaces (e.g., API or EBICS), which are provided by the Bank. The Third Party Provider is selected by the User. The data may be exchanged either via a direct interface or indirectly via a platform of a third-party operator (e.g., SIX BBS AG, hereinafter “Platform”). The Bank designates the eligible Platforms.

The Service is used to exchange data for the provision of applications under the Digital Services (e.g., eBanking, mobile banking). These applications include, for example, receiving and displaying third-party bank data (e.g., account information) or transmitting orders (e.g., payment orders debited to an account held with another Third Party Provider). The applications provided by the Bank are

described on the Bank’s relevant website at zkb.ch/multibanking-ebanking.

Once the data has been released by the Third Party Provider for exchange, the Bank’s obligation is limited to transmitting orders issued by the User to the interface of the Third Party Provider or the Platform and receiving responses. If the Bank receives information from Third Party Providers or the Platform, it will display it to the User in the Digital Services (e.g., in eBanking).

The Bank reserves the right to make changes to the offered Services at any time (cf. Section 18 SC Digital), in particular, in order to introduce new applications or discontinue existing ones.

3. Identification key

The Bank will exchange an electronic identification key after the data has been released by the Third Party Provider. The Bank will link this identification key with the valid eBanking means of identification (see Section 3.2 SC Digital).

4. Duty of care

The Client is obliged to check a payment order before it is transmitted to the Third Party Provider and when it is possibly released in the Third Party Provider’s systems.

Furthermore, it is the Client’s responsibility to check the execution of payment orders by the Third Party Provider and to inform him immediately in the event of any discrepancies.

5. Data processing

The Bank reserves the right to reject certain banking services (e.g., account, safe custody account) if they do not comply with its internal requirements (e.g., sanctions or anti-money laundering regulations). The User acknowledges and agrees that the Bank may use the received data for the purpose of providing comprehensive support



and advice, as well as verifying it and using it within the scope of its regulatory and legal obligations. Further information on data processing is available at <https://www.zkb.ch/en/legal/data-protection.html>.

The Bank also checks payment orders for compliance with report format requirements on a best effort basis. The Bank reserves the right to reject or not forward improper payment orders.

In all of the above cases, the Bank shall inform the User of any rejection within a reasonable period of time and in an appropriate manner.

6. Exclusion of warranty and liability

The Bank shall provide its services with customary due care. However, the Bank has no influence on and no monitoring function over the provision of services by the Platform providers, the Third Party Providers or any associates engaged by them. The User acknowledges this and agrees to it. This applies, in particular, to the correct use of the means of identification issued by the Third Party Provider and the contractual use of data by the Third Party Provider.

The Bank therefore expressly excludes any warranty or liability consequences for any parties outside its control and their actions or omissions. Otherwise, the provisions of SC Digital shall apply.

7. Fees and conditions

The Bank is entitled to charge a fee for the Service. The amount of this fee is specified in the Bank's price summary (available at [zkb.ch/en/legal/terms-conditions.html](https://www.zkb.ch/en/legal/terms-conditions.html)).

The Bank notes that the Third Party Provider may charge the User additional fees for the provision of the Services.

The Bank reserves the right to adjust the price lists at any time, especially in the event of changes in the market conditions or for other objective reasons. Any changes shall be made in good faith, and shall be appropriately communicated to the Client in advance.

The Bank has the right to debit any fees directly to an account of the Client.

8. Terminate exchange of data

If the Client wishes to terminate the exchange of data with a Third Party Provider selected by the Client, the

Client must revoke this directly with the Third Party Provider. In this case, the Bank will delete the received data, subject to its documentation and archiving obligations.

9. Contacts

The hotline for support, the interruption or deactivation of the service are specified on the Bank's website ([zkb.ch/kontakte](https://www.zkb.ch/kontakte)). The hotline is available during the service hours indicated on the website.