TERMS OF USE FOR MY BANK-NOW

These Terms of Use from BANK-now AG ("**BANK-now**") regulate access to and use of My BANK-now and its features. BANK-now may change or limit use of the features offered in My BANK-now at any time.

The "**Customer**" is the individual who obtains a product from BANK-now and for whom My BANK-now is activated, as well as someone who uses My BANK-now as a customer.

The term "**IT system**" includes hardware and software used for access to and use of My BANK-now.

A. GENERAL PROVISIONS

1. Individual means of access

The Customer can gain access to My BANK-now and its features once they have verified their identity to BANK-now by entering the access details ("**means of access**") requested when using the service. BANK-now may change or make additions to these means of access at any time. The Customer acknowledges and accepts that all data relating to their means of access may be processed by third parties using servers located in Switzerland and abroad.

Where BANK-now applications that must be installed on the Customer's mobile device ("**apps**") are used, the Customer acknowledges that the mobile device's technology is used when carrying out biometric checks. BANK-now cannot influence or control this technology and is not able to see the biometric data stored on the mobile device. As a result, the Customer must ensure that they are the only individual whose biometric data is stored on the mobile device. The Customer must also protect their mobile device against access by third parties and deactivate access to My BANK-now immediately in the event that their mobile device is lost. Otherwise, the due diligence obligations set out in Section 5 apply.

2. Verifying and blocking access

BANK-now only uses the Customer's individual means of access (see Section 1) to verify their identity when using My BANK-now and its functions. No signature or identity document checks are carried out. **BANK-now considers anyone who uses individual means of access to access** My BANK-now **to be authorized to do so, irrespective of whether or not they are the actual Customer.**

This means that, once the verification check is complete, all requests submitted to BANK-now via My BANK-now **are considered to have been issued by the Customer and BANK-now considers itself to have been instructed to process these requests as part of the usual course of business.**

Any Customer can arrange for access to My BANK-now to be blocked (e.g. by calling BANK-now).

The Customer bears the risk of using their individual means of access until the blocking takes effect within the usual business period.

The individual means of access are not automatically rendered invalid by events such as death, incapacity or the cancellation of signatory powers. **The blocking of access must always be expressly mandated by the Customer or their legal successor.** BANK-now reserves the right to block or permanently deactivate access to My BANK-now on its own initiative in the event of non-use or prior notification (especially once two years have elapsed after the complete termination of the banking relationship with BANK-now).

3. BANK-now software (including apps)

The Customer may use the software specifically provided by BANK-now (especially apps) for the use of My BANK-now. To the extent permitted by law, BANK-now offers no guarantees that the software provided will be completely free of errors. Likewise, BANK-now offers no guarantees that all parts of the software will meet the Customer's requirements, nor that it will function without interruptions or errors in all applications and combinations with other programs and devices/network configurations selected by the Customer. In the event of defects or errors that impair or prevent proper functionality, the Customer must refrain from using the software and inform BANK-now immediately.

The use of software provided by BANK-now on devices not controlled by BANK-now, particularly **the use of apps on a mobile device, may result in third parties (e.g. device manufacturers, providers of app distribution platforms, network operators) being able to conclude that there is a banking relationship with BANK-now or gain access to bank customer information (e.g. if such customer information is stored on the device, or if the device is lost).**

By using the software provided by BANK-now, the Customer acknowledges that they do so at their own risk.

In order to use its software, BANK-now grants the Customer the non-exclusive, non-transferable, gratuitous right to download the software, install it on a mobile device that is in the possession of and under the control of the Customer, and use it to use My BANK-now and its features.

For security reasons, BANK-now is entitled to block the use of software provided by BANK-now on mobile devices, e.g. on devices with potentially damaging software or where intended user restrictions have been removed (known as "rooting" or "jailbreaking").

Provided that BANK-now acts with due care and diligence, it does not guarantee trouble-free, permanently uninterrupted access to its services. Furthermore, BANK-now is not liable for any damages resulting from

malfunctions, interruptions (incl. system-related maintenance work) or the overloading of BANK-now's machines or IT systems.

4. Notification services

My BANK-now and its features give the Customer the option to be informed about specific events via electronic notifications (particularly emails). The system sends out these notifications **via unencrypted communication channels**. For technical reasons, BANK-now cannot guarantee that the notifications will actually reach the Customer in every case (e.g. due to delays, misrouting or service interruptions on the part of service providers). Furthermore, information may be changed, falsified or intercepted by third parties.

BANK-now reserves the right to **send electronic notifications** such as security updates and recommendations, incident messages, tips, confirmations of appointment requests, publications, and general and personalized information about its products and services **to the email address provided to BANK-now via unencrypted communication channels as part of its overall business relationship with the Customer** (including future relationships) without receiving specific instructions to do so**.** These notifications may indicate that the Customer has specific BANK-now products and services, which **may allow third parties such as network operators and service providers to conclude that a banking relationship exists.**

5. Due diligence obligations

The Customer must follow BANK-now's instructions relating to the use of My BANK-now, particularly instructions relating to security precautions. BANK-now may make these instructions available via the BANK-now website, within My BANK-now or in other appropriate ways.

The Customer is obliged to **store their means of access with particular care and separately from each other.** The means of access (particularly the user ID) **must not be passed on or otherwise made available to third parties under any circumstances.**

The Customer must not respond to any emails, text messages or other notifications from third parties pretending to be BANK-now and asking the Customer to disclose their means of access (e.g. by entering user ID on websites that can be accessed via a link). BANK-now must be informed immediately of any such incidents.

If the Customer accesses My BANK-now via the internet or other electronic networks, they are obliged to verify the accuracy of the BANK-now address selected and the veracity of the associated BANK-now server certificate (fingerprint) to help tackle errors and violations. In the event of irregularities, the Customer must not proceed with login and/or must terminate the connection immediately and contact BANK-now. The

individual means of access must only be entered and submitted on BANK-now's websites. The Customer must only log in via the BANK-now login page and must never log in via the website of a third-party provider.

It is possible that unauthorized third parties may attempt to gain access to **the Customer's IT system unnoticed.** As a result, the Customer is obliged to take the usual protective measures to minimize existing security risks (e.g. internet risks). In particular, the Customer must keep their operating system and browser up-to-date, i.e. by installing the security patches provided and recommended by the relevant providers. The Customer must take the usual security precautions for public electronic networks (e.g. by using a firewall and an antivirus program that is continually updated). The Customer is responsible for remaining fully informed and complying with the necessary security precautions.

6. Risks

The verification agreement (see Section 2) means that risks arising from (i) manipulations of the Customer's IT system, (ii) improper use of the individual means of access, (iii) a breach of due diligence obligations or (iv) interventions by unauthorized third parties into the transfer of data are borne by the Customer.

The Customer is aware of the risks of exchanging information and data via public and private data networks as well as the risks of using the software provided by BANK-now. Even though the data content to be transmitted via the internet on My BANK-now is automatically encrypted with the exception of the sender and the recipient, the risk of targeted manipulation of the Customer's IT system falls within the Customer's sphere of influence and must therefore be borne by the Customer. BANK-now therefore assumes no liability for damages caused by transmission errors, misrouting, technical defects and faults, operational downtime or illegal/improper interference with the IT systems of the Customer or a third party (including systems and transmission networks accessible to the general public), unless BANK-now has not acted with due care and diligence.

7. Displaying information

BANK-now takes due care and diligence when displaying information in My BANK-now. BANK-now will not assume any further guarantee or liability for the topicality, accuracy or completeness of this information. **The displayed information and notifications are considered provisional and non-binding unless** specific information would be expressly designated as binding as part of a feature.

8. Special terms of use and changes to terms and features

Certain features offered in My BANK-now require an additional agreement. BANK-now may present this agreement to the Customer in electronic form after they have logged in to My BANK-now. This also applies to adjustments or additions to the current terms of use, guidelines, any instructions regarding security precautions or additional agreements. The features in question are enabled as soon as the Customer successfully applies for them as appropriate and has electronically agreed to the corresponding feature-specific terms. This means that the terms are then binding for the Customer. Any agreements concluded electronically are treated the same as hand-signed agreements. The terms may be printed out and can be viewed in My BANK-now or on the BANK-now website. BANK-now may change its range of products and services at any time.

BANK-now is entitled to change the features offered on My BANK-now at any time without prior instructions or remove them (in whole or in part).

9. Prices, fees, and terms and conditions

The prices for using My BANK-now and its features are disclosed in an appropriate manner. Any VAT and other duties to be paid will be charged in addition to the agreed prices. The Customer will be charged the agreed prices immediately, monthly, quarterly or annually at the discretion of BANK-now.

Fees for data transfer via the internet (including roaming) apply according to the contract agreed with the relevant network operator.

Due to changing market conditions and/or costs, BANK-now reserves the right to change the terms and conditions (prices, fees, possible discounts, type and scope of services rendered) for My BANK-now and its features at any time. Changes will be announced in advance and in an appropriate manner. These changes will be deemed to have been approved unless a written objection is received within one month of the announcement and, in any event, upon first use of the affected services. Upon receiving notification, the Customer has the option to terminate the service affected by the change in My BANK-now if they have any objections.

10. Data protection and cookies

The Terms of Use and Privacy Policy available on the relevant website apply.

BANK-now collects individual cookie data on the Customer about their use of My BANK-now to ensure that it can keep improving My BANK-now and its features, continue developing its products and services to meet the need and interests of customers (e.g. making it faster to resolve technical errors, easier to find

content and facilitating personalized tips and offers for using BANK-now products and services) and identify any security risks. This enables BANK-now to individually identify the Customer as a person. BANK-now may transmit this cookie data to UBS Group companies in Switzerland.

BANK-now is entitled to record any telephone conversations with BANK-now.

11. Termination

The Customer and BANK-now may terminate the use of My BANK-now or – where available – individual features offered by My BANK-now with immediate effect.

I. Feature-specific provisions

The following feature-specific provisions apply in addition to the aforementioned general provisions.

12. Inbox and chat function

BANK-now and the Customer may exchange messages ("**messages**") via the inbox or chat function, including information and assistance on BANK-now products and services.

Any communications directed at the Customer are deemed to have been received at the time they are electronically retrievable in My BANK-now. This means that the Customer bears full responsibility for acknowledging any messages addressed to them in a timely manner.

Any messages sent to BANK-now are processed by the relevant BANK-now department during normal business hours on bank working days **without any priority treatment as part of existing business processes**. As a result, **no time-critical or time-limited messages** should be sent to BANK-now via the inbox or chat function.

Options for storing messages are limited in time and scope and may not be used to meet any existing statutory retention obligations. BANK-now is authorized to delete any opened and unopened messages that are more than 15 months old or exceed the maximum total storage capacity.

13. Delivering correspondence and sending corporate action instructions in electronic form

By issuing appropriate instructions, the Customer authorizes BANK-now – where offered – to send correspondence (especially account statements, confirmations and/or certificates) and other documents stated in the list available separately on the BANK-now website (collectively referred to as "**documents**") that are to be sent by post according to the applicable terms governing the banking relationship to the Customer **in electronic form** (e.g. as digital bank documents) via My BANK-now and its features, based on these terms of use and the associated features. **This applies to all products and services included in the banking relationship in question; this also includes documents on any products and services excluded from access via My BANK-now, as well as documents relating to banking relationships to be sent to the Customer in accordance with shipping instructions.** If a specifically designated document needs to be sent by post in individual cases, a copy of this can be requested from BANK-now at any time for a reasonable processing fee.

BANK-now will re-send the documents to the stated address at the Customer's instructions or in justified cases. This change may **have an impact on costs**.

Documents sent electronically have the same legal effects as those delivered by post and constitute originals (or originals of electronically-sent copies, duplicates, etc.).

The Customer must carefully review the completeness and accuracy of any documents they receive. Any complaints must be made immediately upon receipt and no later than within the ordinary course of business or by a specified deadline, otherwise they will be deemed accepted.

A document is deemed to have been properly received by the addressee at the time it is available electronically via My BANK-now and its features. This means that the Customer bears full responsibility for acknowledging any documents addressed to them in a timely manner.

Generally speaking, there is no fixed time limit for storing the delivered documents. However, BANK-now reserves the right to limit the time and scope of options for storing the sent documents. Furthermore, it should be expressly noted that the Customer should not use the storage in My BANK-for archiving purposes in light of the formal legal requirements governing electronic archives.