



**LOMBARD ODIER**  
LOMBARD ODIER DARIER HENTSCH

# Lombard Odier Framework Conditions

## Terms and Conditions of Use for Electronic Access

With **Bank Lombard Odier & Co Ltd**  
(hereinafter referred to as "**Lombard Odier**" or the "**Bank**")



**Lombard Odier shall provide the Client a digital solution** available on its website or its mobile application, under the conditions listed below (hereinafter "**My LO**") to enable the Client or a duly appointed third party (each hereinafter referred to as the "**Authorised User**") to access the following services:

- a. **Account access:** solely for viewing the Account.
- b. **Provision of correspondence:** correspondence includes mail from Lombard Odier, tax documents, transaction notices, current accounts and valuations of the Client. Current accounts and valuations shall be provided at the frequency specified by the Client.  
  
Any document transmitted electronically shall be deemed to be an original document having the same legal effect as if sent by normal mail. Documents shall be deemed to have been delivered to the Client once they are placed in the Client's online mailbox. Accordingly, the time and date of receipt shall be the time and date on which the document is placed in the online mailbox, with all the resulting consequences set out in the General Terms and Conditions.
- c. **Communication with Lombard Odier:** communication includes messages transmitted by secure messaging between the Client and Lombard Odier.
- d. **Electronic signature service:** access to My LO allows the Client to benefit from an electronic signature tool (hereinafter the "**Electronic Signature**") for signing certain contractual documents from the Bank, in accordance with the supplementary conditions applicable to the Electronic Signature which are listed in these Terms and Conditions of Use for Electronic Access.
- e. **Payment services:** option available to eligible Clients to place payment orders debiting the Account.

**For monitoring or statistical purposes, Lombard Odier is authorised to obtain information about access to My LO by the Client / Authorised User.**

**Under the General Terms and Conditions, Lombard Odier is authorised to send correspondence or any other communication by post to the Client's domicile or registered office address, or to use any means of communication allowing it to reach the Client, in particular in the event of a prolonged absence of connection or for any other reason at the discretion of Lombard Odier.**

**Lombard Odier reserves the right to amend these Terms and Conditions of Use for Electronic Access at any time by communicating such amendments to the Client. In this case, the Client undertakes to inform the third-party Authorised User. In the absence of any written objection within 30 days of the notification from Lombard Odier, the amendments are deemed to have been approved.**

## A. Terms and conditions applicable to electronic access

### 1. Log in

Electronic access is made available via My LO as follows:

- An identification number will be handed to the Client / Authorised User or sent to the effective address of domicile / registered office of the Client / Authorised User, subject to other written instructions from the Client / Authorised User.
- The Client / Authorised User will then receive a password for logging on to My LO. The password will be handed to the Client / Authorised User, sent to the effective address of domicile of the Client / Authorised User or communicated electronically to the Client / Authorised User. The Client accepts this method of transmission, both for himself and the third parties concerned.

The Client / Authorised User agrees to keep the identification number and the password communicated in this way (hereinafter jointly referred to as the "**Security Codes**") secret and strictly confidential, and to take appropriate steps to ensure that they are not disclosed to any unauthorised person.

The Client / Authorised User shall be entitled to use the technical support service provided by Lombard Odier during the business hours indicated on My LO.

### 2. No verification of access to My LO / Risks for the Client

**The Client / Authorised User understands and accepts that Lombard Odier shall consider anyone who accesses My LO by means of the Security Codes to be the Client / Authorised User. The Client / Authorised User is therefore informed and accepts that the Bank does not verify access to My LO, and that, in addition, the Bank considers any action by the Client / Authorised User on My LO as having actually come from the Client / Authorised User, irrespective of who is actually accessing the Account via My LO.**

**To the extent permitted by law, Lombard Odier shall not be liable for any loss or damage that may arise from disclosure of the Security Codes to third parties or from misuse of the Security Codes by third parties (including unauthorised access to My LO).**

Consequently, the Client understands and accepts that they bear risks resulting, in particular, from (i) manipulation of the Client / Authorised User's IT system, (ii) fraudulent use of the Security Code, (iii) violation of due diligence requirements and (iv) intervention by unauthorised third parties in data transmission. The Client and all Authorised Users are aware of the risks involved in data and information exchange via public and private data transmission networks, and in using equipment or applications provided by Lombard Odier, as described in these Terms and Conditions of Use for Electronic Access. The risk of targeted manipulation of the Client's or Authorised User's IT systems falls within their field of influence and must be borne by them. Thus, barring any gross negligence by Lombard Odier, any responsibility of the Bank is excluded for damage due, in particular, to transmission errors, routing errors, technical faults or incidents, breakdowns or illegal or abusive intervention in the IT systems of a Client / Authorised User or a third party (including transmission systems and networks accessible to all).

### 3. Terms and conditions relating to the secure messaging services

Lombard Odier shall process any communications and instructions issued by the Client / Authorised User via My LO in accordance with the existing contractual terms between Lombard Odier and the Client / Authorised User.

The Client / Authorised User is informed and accepts that the Bank does not in any way undertake to process the messages received through My LO at any given time. Furthermore, the Client acknowledges and understands that any urgent instruction must be communicated to the Bank by telephone, and not through My LO.

The Client acknowledges and is informed that the Bank shall not grant any special privilege, with respect to speed of execution for example, to any orders transmitted through My LO.

Barring any gross negligence on its part, Lombard Odier shall not be liable for any loss or damage (including loss or damage resulting from a decline in prices) arising from a delay in processing instructions or orders issued.

Furthermore, the Client acknowledges and accepts that Lombard Odier shall consider any communication received through My LO as being issued by the Client / Authorised User. Lombard Odier reserves the right, however, to ask for additional information (including an instruction signed by the Client) before executing instructions. Lombard Odier shall not be liable for the consequences of any delay in execution that may arise if it deems such additional information from the Client / Authorised User to be necessary.

### 4. The Client / Authorised User as a legal entity

The Authorised User, who is a legal entity, (hereinafter the "**Legal Entity Authorised User**"), is responsible for managing access to My LO, as well as compliance with these Terms and Conditions of Use for Electronic Access by its corporate bodies and any auxiliaries and authorised representatives (hereinafter "**Authorised Representatives**"). It should be noted that any mention in these Terms and Conditions of Use for Electronic Access of the "Client / Authorised User" also includes the Legal Entity Authorised User. The term Legal Entity Authorised User is only used in connection with the provisions relating to legal entities specifically.

### 5. Access granted to Lombard Odier

For reporting purposes, the Client authorises Lombard Odier's employees to temporarily download data from his Account via My LO, including from outside Switzerland. The Client releases Lombard Odier from any liability in this regard.

### 6. Local restrictions with respect to the scope of services

Depending on the local regulations in force at the domicile of the Client / Authorised User, Lombard Odier reserves the right not to provide certain types of My LO services without giving advance notice.

The Bank also reserves the right to limit or suspend My LO services at its discretion without prior notice.

### 7. Financial information on the website or mobile application

Lombard Odier shall be entitled to provide, at the request of the Client / Authorised User, general financial information that is not personalised.

Such information has been prepared by Lombard Odier or Group companies (hereinafter the "**Lombard Odier Group**") and derive from carefully selected sources. Lombard Odier has taken all reasonable care to ensure that this information is reliable, accurate and complete. Nonetheless, Lombard Odier cannot guarantee the exactness, exhaustiveness or appropriateness of said information with respect to the Client's / Authorised User's needs. Prices made available, such as stock market prices and exchange rates, shall be purely indicative and shall not be legally binding upon Lombard Odier.

Lombard Odier shall not be held liable for opinions communicated. Such opinions reflect Lombard Odier's judgement on the date on which they were issued and are subject to change at any time without notice. **They do not take into account the specific investment objectives, financial situation or particular needs of the Client / Authorised User.** In no circumstances should they be construed as an offer or solicitation for the purchase or sale of any security. Lombard Odier accepts no liability whatsoever for any direct or indirect loss arising from the use of the information.

Lombard Odier may have investment agreements or other agreements with some or all of the issuers mentioned and may trade in any of the securities mentioned, either for its own account or for the account of its clients.

Some of the information made available is provided by third parties, such as financial or stock market data providers. **Lombard Odier accepts no liability for any inaccuracy, error or omission contained therein.**

The Client / Authorised User hereby acknowledges that, for technical reasons, there may be a time lag between the time that stock prices are shown and the actual time of listing on the relevant stock market. **Lombard Odier accepts no liability in respect of any loss or damage suffered by the Client / Authorised User due to or in connection with any such delay.**

Before making any investment decision, the Client / Authorised User should consult his advisors and take note of the legal documentation on the investment concerned and in particular the fund prospectuses.

## 8. Risks associated with Internet use / Security / Waiver of banking secrecy

The services shall be made available in My LO via the Internet.

Connecting to the Internet involves the risk of inadvertently downloading viruses and cookies, or enabling third parties to surreptitiously access the Client's / Authorised User's computer or smartphone and the data contained therein. The Client / Authorised User bears sole responsibility for taking the appropriate steps to prevent access by any unauthorised person to his computer or smartphone, in particular by protecting it with a password and using any appropriate means to prevent the destruction or loss of data or information stored on his computer.

Likewise, no security measure, even with the most state-of-the-art technology, would be able to guarantee absolute security for both the Bank and for the Client / Authorised User. The terminal (the user's computer or another type of device that allows the user to access My LO) is not under the control of the Bank and may constitute a weak point in the system. In particular, there is a latent risk of a third party accessing the Client's / Authorised User's terminal without the latter's knowledge while the Client / Authorised User is using My LO services. Furthermore, the Client / Authorised User understands and accepts that, despite all the security measures, the Bank cannot, for technical reasons, assume liability with regard to this terminal.

As a result of connecting to the Internet, third parties may also infer the existence of a banking relationship with Lombard Odier. Therefore, the Client / Authorised User shall release Lombard Odier from its obligation to maintain banking secrecy as specified in these Terms and Conditions of Use for Electronic Access.

Banking secrecy shall apply only to information, including IT data, stored in Switzerland. The information may pass through foreign countries, even if the Client / Authorised User and the Bank are based in Switzerland. In such event, local laws and regulations may apply, and it may be possible for local authorities to access the IT systems of the Client / Authorised User and the data contained therein. It is the responsibility of the Client / Authorised User to be aware of the applicable local laws and regulations. Lombard Odier accepts no liability in this regard.

## 9. Client's disclosure obligations

The Client / Authorised User understands and accepts that, if there is reason to think that a non-authorised third party has knowledge of the Security Codes and is using My LO maliciously, they must immediately alert the Bank to this fact.

Likewise, the Client undertakes to immediately inform the Bank of any change to an Authorised User with access rights to My LO. Similarly, the Legal Entity Authorised User undertakes to immediately inform the Bank of any change with regard to an Authorised Representative with access rights to My LO (revoking access rights of an Authorised Representative, for example).

Once this has been done, the Bank will amend the My LO access in question as quickly as possible. The Client – or the Legal Entity Authorised User, as the case may be – acknowledges and accepts that any action resulting from My LO access prior to the Bank having amended said My LO access will be binding upon the Client – or the Legal Entity Authorised User – even if the latter has already informed the Bank of a change.

## 10. Copyright

Unless otherwise stipulated, all the information available on My LO is protected by copyright, the holder of which (who has exclusive rights or licence) is an entity of the Lombard Odier Group. On no account shall the information available on My LO be construed as a licence or right to use any information or content thereon (including all texts, charts, images, registered trademarks, service marks or logos of the

Lombard Odier Group). The Client / Authorised User shall not acquire any rights in or to any software or material by downloading or otherwise copying it from My LO. The Lombard Odier Group reserves all its intellectual property rights with respect to the information available on My LO.

All stock market data supplied to the Client / Authorised User is provided for private and personal use only. The Client / Authorised User undertakes not to reproduce or distribute such market data to any third party. Furthermore, he agrees not to communicate or transmit the password to any third party so as to enable such third party to access said data.

## 11. Personal data

When My LO is used, the Client's / Authorised User's personal data – such as the IP address, the geographical location, the date and time of access to the Site, the URL visited, the originating site, the browser type, the operating system and the type of electronic device used, the surname, first name, email and telephone number (hereinafter "**Personal Data**") – may be collected and processed by the Bank, by a third party provider of the software necessary to provide the services, or even by other legal entities either within or outside of the Lombard Odier Group (collectively referred to as "**Authorised Recipients**").

Personal Data may be used to improve the Bank's service. The Client / Authorised User understands that when accessing or using My LO, Personal Data is used and/or processed to communicate with him, to transmit financial information and, generally, to provide him with the services required.

Personal Data is subject to security measures that meet market standards.

In all other respects, the provisions of the Bank's Privacy Notice (available on the Bank's website) shall apply. The Client / Authorised User undertakes to send the information contained in these Terms and Conditions and in the Privacy Notice to anyone whose personal data may be processed through My LO (a "Related Person" under the terms of the Privacy Notice).

## 12. Exclusion of liability on the part of Lombard Odier

Lombard Odier shall not assume, to the fullest extent permitted by Swiss law:

- any liability regarding the accuracy and completeness of communication transmitted electronically and data provided via My LO. In particular, the Bank cannot be held responsible if the information available (balance, extracts, transactions, etc.) does not reflect reality at the moment of viewing, particularly given the time that might elapse between the recording, execution and accounting of transactions for the Client's / Authorised User's Account(s);
- any liability for any loss or damage that may be suffered by the Client / Authorised User due to transmission errors or delays, network failures or overloads, malfunctions (including bugs and viruses), Internet access being blocked by malicious or fraudulent acts of a third party, system malfunctions on the part of Internet service providers, software defects, or IT system defects. In particular, the Bank does not guarantee unlimited access to electronic channels or unrestricted use of My LO. Likewise, the Bank cannot ensure absolute provision of the Internet or telephone networks;
- any liability relating to the operation of My LO or the transmission, processing or storage of any data (including Personal Data) by the Authorised Recipients.

The Client / Authorised User undertakes to indemnify the Bank for any damage and/or any claim made against it by third parties regarding, or in connection with, any access by the Client / Authorised User to My LO (including any document on which the Electronic Signature is affixed, as well as, where appropriate, any payment made through My LO Payment (see sections B and C, respectively)), barring gross negligence by the Bank.

## 13. Archiving

The Client / Authorised User acknowledges and accepts that they are responsible for retaining and archiving messages exchanged with the Bank through My LO, as well as any document (i) provided by the Bank or (ii) sent by them to the Bank via My LO.

## 14. Termination

The Client / Authorised User and Lombard Odier may terminate this contractual relationship at any time.

If the agreement is terminated, and in the absence of any other written instructions, correspondence shall be sent to the Client's domicile / registered office. In principle, access shall be deactivated at the time of termination of the agreement or of the relationship with Lombard Odier.

## 15. General Terms and Conditions

For all other matters, the General Terms and Conditions of Lombard Odier shall apply, in particular regarding data protection, the applicable law and place of jurisdiction.

## B. Supplementary conditions applicable to the Electronic Signature

Lombard Odier provides the Client / Authorised User with the option to use an electronic signature tool (hereinafter the **"Electronic Signature"**) for signing certain contractual documents of the Bank, in accordance with the supplementary conditions applicable to the Electronic Signature, which are listed below.

**For any other matters, the Conditions applicable to electronic access (see section A above) shall apply.**

### 1. Validity of the Electronic Signature

Any Electronic Signature shall be irrevocably understood as acceptance, by the Client / Authorised User, of the provisions, obligations, information, data, facts and evidence, of any kind, contained in or resulting from the document to which the Electronic Signature is affixed. The Client / Authorised User therefore understands and accepts that the Electronic Signature has the same force and effect as a handwritten signature, unless otherwise provided by the law.

**As of the entry into force of these Terms and Conditions of Use for Electronic Access, and subject to acceptance by the Bank, any document requiring the written form (including for modification) is deemed to have been validly signed by the Client / Authorised User if the Client's / Authorised User's Electronic Signature is affixed to it.**

In addition, the Client / Authorised User is informed and accepts that the Bank considers any action from the Account through access to My LO as having actually come from the Client / Authorised User, irrespective of who is actually accessing the Account.

### 2. Legal Entity Authorised User: No verification of the powers of Authorised Representatives

The Legal Entity Authorised User acknowledges and understands that the Bank considers any Authorised Representative having an access to My LO linked to the Legal Entity Authorised User as being duly authorised to represent, and duly representing, the Legal Entity Authorised User.

The Authorised Representatives are deemed to have the power to act for the Legal Entity Authorised User, notwithstanding any restrictions with regard to power of representation that could arise from an official register or another document in possession of the Bank.

Furthermore, the Legal Entity Authorised User is informed and accepts that the Bank does not verify the identity and/or the powers of representation of the Authorised Representatives having an access to My LO linked to the Legal Entity Authorised User.

### 3. Declarations and guarantees of the Client / Authorised User

The Client / Authorised User declares and guarantees that each document signed by Electronic Signature constitutes a valid, legal, enforceable and binding obligation on the part of the Client.

The Client / Authorised User confirms that the data entered for identification purposes (e.g. surname, first name, date of birth, nationality) is still correct and complete at the time of signing by Electronic Signature.

The Client / Authorised User confirms that they have checked the accuracy of the document signed by means of Electronic Signature. Any errors and incorrect or incomplete information must be immediately reported to Lombard Odier.

The Client / Authorised User recognises and confirms that the Bank uses the declarations and guarantees provided by the Client / Authorised User as a basis when agreeing (i) to provide the Electronic Signature to the Client / Authorised User and (ii) to act on the basis of documents signed by Electronic Signature.

### 4. No liability on the part of the Bank

The Bank shall not be liable for any loss or damage resulting from use of the Electronic Signature incurred by (i) the Client / Authorised User, (ii) the Authorised Representative, and/or (iii) any third party that has access to a document signed by Electronic Signature, except in cases of gross negligence.

In addition, the Bank under these Terms and Conditions of Use for Electronic Access shall accept no liability whatsoever for any decisions, actions and/or omissions resulting from untrue, incorrect, incomplete and/or obsolete documents intended to be, or having been, subject to an Electronic Signature by the Authorised User or, in the case of a Legal Entity Authorised User, by one of the Authorised Representatives.

The Client / Authorised User undertakes to immediately inform the Bank of any event that casts doubt on the validity and integrity of their Electronic Signature (or, in the event of a Legal Entity Authorised User, one or more of its Authorised Representatives), such as, for example, loss or theft of the Security Codes.

The Client / Authorised User undertakes to indemnify the Bank for any loss or damage and/or any claim made against it by third parties regarding, or in connection with, the Electronic Signature.

## C. Supplementary conditions specific to the My LO Payment function (if applicable)

Lombard Odier also gives the Client / Authorised User the option of accessing payment services enabling them to place payment orders debiting the Account (hereinafter "**My LO Payment**") in accordance with the supplementary conditions specific to the My LO Payment function set out below. A Client / Authorised User benefiting from this service is designated as an "**Authorised User Plus**".

**For any other matters, the Conditions applicable to electronic access (see section A above) shall apply.**

### 1. Payment order entry

The Authorised User Plus may place payment orders debiting the Account.

Payment orders are validated by the Authorised User Plus in accordance with the validation procedures set up by the Bank, and then directly executed by the Bank as soon as possible, **without any verification**.

The Bank reserves the right to contact the Authorised User Plus directly in order to verify the validity of the transmitted order. In this respect, the Client / Authorised User Plus undertakes to provide the Bank with the Authorised User Plus' contact telephone number and to inform the Bank of any changes thereto.

The Bank is nevertheless authorised to not execute certain orders at its own discretion (and to request, where appropriate, a written instruction signed by the Client and/or the Authorised User Plus), notably if the necessary funds are not freely available or if the Bank considers that the payment could be fraudulent.

### 2. Payment limit and frequency

The Authorised User Plus may make electronic payments in accordance with the limits / frequencies specified by the Bank, which are set out in My LO.

The Bank reserves the right to change the limits and frequencies at its sole discretion and without notice.

### 3. Declarations and guarantees of the Authorised User Plus

The Authorised User Plus declares and guarantees that each payment order made on the Account through access to My LO constitutes a valid and legal instruction of the Authorised User Plus.

The Authorised User Plus confirms that the data entered for identification purposes (e.g. surname, first name, date of birth, nationality) is still correct and complete at the time of the payment order.

The Authorised User Plus confirms that they have checked the accuracy of any payment order that they enter. The errors and the incorrect or incomplete information must be immediately reported to Lombard Odier.

The Authorised User Plus recognises and confirms that the Bank uses the declarations and guarantees provided by the Authorised User Plus as a basis when agreeing (i) to provide the My LO Payment functionality to the Authorised User Plus and (ii) to act on the basis of payment orders made on the Account through access to My LO.

### 4. Exclusion of liability of Lombard Odier

Lombard Odier is not liable for any damages resulting from a payment delay, improper execution or non-execution of a payment order, except in the event of gross negligence on its part.

In addition, under these Terms and Conditions of Use for Electronic Access, the Bank shall accept no liability for payments resulting from untrue, incorrect, incomplete and/or obsolete instructions transmitted through access to the Authorised User's My LO.

### 5. Changes to the scope of service / Termination

Changes to the scope of the services or termination of the My LO Payment function will not affect access to My LO or any transfer instructions already transmitted.



## D. Terms and conditions applicable to the mobile application: End User Licence Agreement (EULA)

The product(s) transacted through the mobile application (hereinafter the "**Application**") are licensed to you (hereinafter the "**End User**") for use only under the terms of this end user licence agreement (hereinafter "**EULA**"). The licensor, Bank Lombard Odier & Co Ltd (hereinafter the "**Application Provider**"), reserves all rights not expressly granted to the End User. The product(s) that are subject to this licence is/are referred to in this licence as the "**Licensed Application**".

- a. **Scope of Licence:** This licence granted to the End User for the Licensed Application by the Application Provider is limited to a personal, non-transferable and non-sublicensable licence to use the Licensed Application on any mobile device (such as a smartphone or tablet) that the End User owns or controls. This licence does not allow the End User to use the Licensed Application on any mobile device that the End User does not own or control, and the End User may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. The End User may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. The End User may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Licensed Application, any updates or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). The terms of the licence will govern any updates provided by the Application Provider that replace and/or supplement the original Licensed Application.
- b. **Consent to Use of Data:** The End User agrees that the Application Provider may collect and use the End User's personal data, technical data and related information, including but not limited to technical information about the End User's device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to the End User (if any) related to the Licensed Application. The Application Provider may use this information to improve its products or to provide services or technologies to the End User. The End User is also aware that by using a mobile device, the manufacturer may collect information such as occupation, language, postcode, area code, unique device identifier, location and the time zone in which the mobile device is used so that the manufacturer can better understand the user's behaviour and improve its products, services and advertising. For additional information, please refer to the manufacturer's privacy policy on the Internet (e.g. <http://www.apple.com/privacy/> or <http://www.google.com/policies/privacy/>). In addition, the Application Provider shall be authorised to use the End User's personal data for the purpose as set forth in the general terms and conditions for electronic access (hereinafter the "**Terms and Conditions for Electronic Access**") concluded with the Application Provider or any corporate entity of its group, i.e. in order for the End User to benefit from electronic access as defined in the Terms and Conditions for Electronic Access.
- c. **Termination:** The licence is effective until terminated by the End User or the Application Provider. It will terminate automatically upon termination of the Terms and Conditions for Electronic Access. The End User's rights under this licence will terminate automatically without notice from the Application Provider if the End User fails to comply with any term(s) of this EULA or of the Terms and Conditions for Electronic Access concluded with the Application Provider or any corporate entity of its group, or if the End User otherwise sells or disposes of the mobile device on which the Licensed Application is installed. In case of conflict between the Terms and Conditions for Electronic Access and the EULA, the Terms and Conditions for Electronic Access shall prevail. Upon termination of the licence, the End User shall cease all use of the Licensed Application and destroy all copies, full or partial, of the Licensed Application.
- d. **Access and conditions of the licence:** The End User's use of the Licensed Application means that the End User agrees with the terms of this EULA and with the Terms and Conditions for Electronic Access.

The End User agrees that the Licensed Application may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that the End User will not use such proprietary content, information or materials in any way whatsoever except for the permitted use of the Licensed Application. No portion of the Licensed Application may be reproduced in any form or by any means. The End User agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Licensed Application, in any manner, and the End User shall not exploit the Licensed Application in any unauthorised way whatsoever.

In addition, the Licensed Application that may be accessed from, displayed on or linked to from a mobile device is not available in all languages or in all countries. The Application Provider makes no warranty that the Licensed Application is appropriate or available for use in any particular location. To the extent The End User chooses to access the Licensed Application, the End User does so at the End User's own initiative and own risk. The End User is responsible for compliance with any applicable laws, including but not limited to applicable local laws. The Application Provider, and its licensors, reserve the right to change, suspend, remove or disable access to the Licensed Application at any time without notice. In no event will the Application Provider be liable for the removal of or disabling of access to the Licensed Application. The Application Provider may also impose limits on the use of or access to the Licensed Application, in any case and without notice or liability.

As the data may cross national borders due to the nature of the Internet, the End User expressly acknowledges and agrees that confidentiality and other banking secrecy rules do not apply to the End User's data or to any data, content, information, including computer data, and material related to the Licensed Application.

As the End User is able to access data through the Licensed Application from any location, which may lead to an application of local laws and regulations, respectively intervention of local authorities on computer systems, the End User shall check the local laws and regulations. The Application Provider assumes no responsibility in this respect.

The End User expressly acknowledges and agrees that the offer of the Licensed Application may be restricted by the Application Provider in any jurisdiction in which the offer would or could be illegal and that the Application Provider may rely on any locally licensed or approved corporate entity of its group in order for the End User to benefit from electronic access as defined in the Terms and Conditions for Electronic Access.

- e. **NO WARRANTY:** The End User expressly acknowledges and agrees that use of the Licensed Application is at the End User's sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with the End User. To the maximum extent permitted by applicable law, the Licensed Application and any services performed or provided by the Licensed Application are provided "as is" and "as available", with all faults and without warranty of any kind. The Application Provider hereby disclaims all warranties and conditions with respect to the Licensed Application, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment and non-infringement of third party rights. The Application Provider does not warrant against interference with the End User's enjoyment of the Licensed Application, that the functions contained in or services performed or provided by the Licensed Application will meet the End User's requirements, that the operation of the Licensed Application will be uninterrupted or error-free, or that defects in the Licensed Application or services will be corrected. No oral or written information or advice given by the Application Provider or its authorised representative shall create a warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on the applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to the End User.
- f. **LIMITATION OF LIABILITY:** To the extent not prohibited by law, in no event shall the Application Provider be liable for personal injury or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses arising out of or related to the End User's use of or inability to use the Licensed Application, however caused, unless due to fraudulent intent or gross negligence. Some jurisdictions do not allow the limitation of liability for personal injury or of incidental or consequential damages, so this limitation may not apply to the End User.
- g. **Applicable law; jurisdiction:** This licence and the End User's use of the Licensed Application are governed by the laws applicable to the Terms and Conditions for Electronic Access, excluding its conflicts of law rules.

The End User hereby consents to the exclusive jurisdiction and venue of the competent courts according to the Terms and Conditions for Electronic Access to resolve any disputes arising under this EULA.



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