

# Conditions for BKB-E-Banking

## 1. E-Banking services

- 1.1 The services offered by Basler Kantonalbank (hereinafter referred to as "Bank") in E-Banking are described in the "Information on E-Banking". This forms an integral part of these conditions. The "Information on E-Banking" can be called up over the Internet from the appropriate entry page. The Bank reserves the right to amend these at any time.
- 1.2 Stock exchange orders cannot be transacted round the clock. Transaction times are given in the "Information on E-Banking".
- 1.3 The data exchange provided for in these conditions relates to banking business which is based on separate agreements or terms of business. The following provisions take precedence over any differing conditions in the said agreements or terms of business in the terms of reference of the services via E-Banking requested by the customer.
- 1.4 With use of the service "E-Documents," bank documents for bank/custody accounts are delivered to the customer electronically via E-Banking. Existing mailing or archiving instructions are superseded, whereby for example bank/custody account statements, payment advices, trading invoices, and other notices/communications (hereinafter referred to as bank documents) are made available only electronically instead of in paper form within the scope of E-Banking. Final account settlement statements and tax certificates will continue to be mailed. **The Bank's obligations of reporting and accountability to the client are thereby fulfilled.**

## 2. Means of Identification (Self-Identification)

- 2.1 Access to E-Banking services is received by users who authenticate themselves by input of the identification means valid for these services. Users are defined as those persons authorized by the client for use of E-Banking in the E-Banking agreement (i.e., the client and/or authorized persons/users). After input of the valid identification number and the valid password, the Bank is authorized within the framework of the two-step E-Banking procedure to disclose the name of the client/contractual partner to the user.
- 2.2 Required as means of identification for E-Banking are:
  - a) the identification number provided to the user by the Bank;
  - b) the personal, freely selected password of the user;
  - c) the additional single-use code that was duly provided to the user by the Bank either as a matrix card or as an mTAN (mobile transaction number) to a mobile telephone number selected and activated by the user and that must be input after input of the valid identification number and the valid password.

The Bank reserves the right to introduce other methods of proving identity at any time.
- 2.3 The client or user is under an obligation to change the initial password allotted to him by the Bank without delay on receipt.
- 2.4 Every person who proves identity in accordance with subsection 2.2 hereto (self-identification) is deemed, with regard to the Bank, to be the person authorized to use E-Banking. The Bank may accordingly allow him within the scope and extent of the services and type of authorization selected in the E-Banking agreement/s, regardless of his legal relationship to the customer and irrespective of entries in the Public Trade Register, publications or rules on the Bank signature documents to the contrary, as well as without further examination of his authorization and irrespective

of the legal relationship of the Bank to the customer, to make or allow inquiries, dispositions, or electronic retrieval of documents, as well as accept from him, orders and notifications, via E-Banking.

- 2.5 Furthermore, the Bank has the right at any time and without stating reasons to refuse the provision of E-Banking services and to require that the user or the authorized person prove his identity in another form (by signature or personal appearance).
- 2.6 The customer accepts without reservation all transactions posted within the scope of the agreed E-Banking services by the user under use of his identification means via E-Banking to the bank/custody accounts. Likewise, all instructions, orders and notifications which reach the Bank by this means are deemed to be given and authorized by the customer and electronically provided documents as rightfully retrieved from the authenticated user.

## 3 Duties of the customer/user to take care

- 3.1 The customer or user is obligated to change the initial password assigned by the Bank immediately after receipt and to change it regularly thereafter. The password should not consist of easily determined combinations (such as telephone numbers, dates of birth, car registration numbers, etc.).
- 3.2 If the user receives the requested activation code for activation of the mobile telephone selected for authentication via mTAN, then he is obligated to perform the activation without delay and according to the instructions provided.
- 3.3 The customer or user are under an obligation to keep all identifying information secret and protect them against improper use by unauthorized persons. In particular, the password must not be recorded or stored without protection on the end device of the user (computer or mobile telephone) or otherwise recorded. Likewise, the identifying information must not be disclosed or otherwise made available to third parties. The customer acknowledges that the Bank will never request by email that he provide his proof of identification characteristics for E-Banking.
- 3.4 The customer bears all risks which arise from use (including misuse) of his identification characteristics or those of the authorized persons unless the Bank shall be responsible for gross negligence. He is also liable for damages arising from the misuse by authorized users of the identification characteristics of other authorized users.
- 3.5 If there is cause for suspicion that unauthorized third parties have gained knowledge of one or more identification characteristics of an authorized user, the user must change the relevant identification characteristics immediately. If this is not possible, the user must immediately request that access to the relevant services be blocked, or block access to the services himself, by undertaking the appropriate steps on the relevant internet pages of the Bank.
- 3.6 If there is cause for suspicion that unauthorized third parties have gained access to the computer of the user, the user is also obligated to contact without delay the Bank's hotline service by telephone during the support times published on the internet pages of the Bank.
- 3.7 The user of E-Banking is required to examine all data entered by him for completeness and correctness. Responsibility concerning data communicated by the user remains with the customer.

## Conditions for BKB-E-Banking

### 4 Exclusion of liability of the Bank and its employees

- 4.1 The Bank accepts no guaranty for completeness and correctness of E-Banking data communicated by it. In particular, details of bank accounts and custody accounts (balances, statements, transactions, etc.) as well as generally accessible information, such as stock-exchange prices and currency rates, are deemed to be provisional and non-binding. E-Banking does not present any binding offers unless they are expressly designated as being binding.
- 4.2 The Bank does not arrange technical access to its services. This is the sole responsibility of the customer or user. More particularly, he acknowledges that the Bank does not distribute the special software necessary for Internet access and for the use of E-Banking. The Bank accordingly accepts no guarantee for either the network operator (service provider) or for the necessary software.
- 4.3 E-Banking transactions are conducted over public telecommunications networks not specially protected (telephone, Internet [public net], etc.). The Bank excludes liability for losses arising from use of these networks. More particularly, the Bank accepts no liability for damage incurred by the customer or user as a consequence of communication faults, technical defects, interruptions in the telephone network or the Internet, illegal tampering with network installations, overloading in the networks, wilful blocking of electronic accesses by third parties, breakdowns or other deficiencies on the part of the network operator.
- 4.4 The Bank cannot accept any liability for the terminal unit of the customer or user in spite of all security precautions, given its non-feasibility from a technical standpoint (see section 8 hereto concerning risks).
- 4.5 Furthermore, the Bank expressly excludes liability for software possibly recommended or supplied by it (for example, on floppy disk, CD or via download), as well as the consequences arising from and during transfer of the software via Internet. Installation of software and its updating entails the corresponding written consent of the customer/user.
- 4.6 The Bank on exercise of the usual degree of care accepts no liability for the consequences of faults and interruptions more particularly in operating E-Banking (for example, caused by illegal access to the system).
- 4.7 The Bank reserves the right at any time to interrupt E-Banking for the protection of the customer/user on discovery of security risks, until their elimination. The Bank accepts no liability for any losses arising from such interruption.
- 4.8 The liability of the Bank for damages arising from non-performance of its duties as well as for indirect damages and consequential loss, such as loss of profits and third-party claims, is excluded, provided that the breach of its duties is connected with the use of E-Banking.
- 4.9 The Bank accepts no liability in the event of minor negligence for damage caused by contractors in performance of their work.

### 5 Block

- 5.1 The customer may have his access, or that of his users, to E-Banking blocked. The block can be demanded only during the time stipulated in the "Information on E-Banking" at the branch stated there, and this must be confirmed without delay in writing. Moreover, the customer and user may automatically block their own access to E-Banking in particular on suspicion of misuse, in that they enter an incorrect additional code or an incorrect password three times in succession.

- 5.2 The block can be removed only with the written consent of the customer.

- 5.3 The Bank may likewise block access of the customer and/or user to individual or all services at any time without stating reasons and without prior notification if this shall in its own judgment appear to it to be indicated for practical reasons.

### 6 Authorization conditions

- 6.1 Entitlement of users to use E-Banking is valid until written revocation addressed to the Bank. It is expressly stipulated that authorization granted does not terminate in the event of death or on any loss of capacity to act, but remains in force until revocation notwithstanding entries in the Public Trade Register and publications to the contrary.
- 6.2 Deletion of any right of signature of the authorized person in the signature documents of the customer deposited with the Bank does not automatically effect cancellation of his authority to use E-Banking. This must be expressly revoked in accordance with sub-section 6.1 hereto. No action may be instituted against the Bank for any losses if the customer shall fail to fulfill this obligation.

### 7 Banking secrecy

- 7.1 Generally  
Reference is expressly made to the fact that Swiss banking secrecy is limited solely to data existing in Switzerland.
- 7.2 E-Banking communications over the Internet  
The customer also accepts that data are communicated through an open network, the Internet, which is accessible to everyone. Data are therefore regularly and without control communicated across borders. This also applies to data communication where the sender and the recipient are both located in Switzerland. Although the individual data packages are communicated in an encoded form, consignor and consignee on the other hand remain in each case non-encoded and can also be read by third persons. Consequently, a conclusion may be drawn as to an existing banking relationship.

### 8 E-Banking security

- 8.1 E-Banking  
Especially important was attached to security during the development of E-Banking. A multi-step security system was developed for the security of the customer, which, among other things, has recourse to cryptographic procedures of a very high technical standard. In principle, because of the encoding operation, it is not possible for any unauthorized person to examine confidential customer data. However, absolute security cannot be guaranteed either by the Bank or by the customer, even with security precautions meeting the highest, most technically advanced standards. The user acknowledges in particular that his computer constitutes the weak link in the chain for access to E-Banking via the Internet.

#### 8.2 Internet

The customer acknowledges in particular the following risks:

- Insufficient knowledge of the system and deficiencies in system precautions may facilitate an unauthorized access (for example, insufficiently protected data saving on the hard disk, file transfers, screen radiation, etc.). It is incumbent upon the customer/user to gather information concerning the necessary security precautions.

## Conditions for BKB-E-Banking

---

- Nobody can prevent the compilation of a traffic characterization by the customer's/user's Internet provider; that is, the provider has the means to acquire knowledge of the times of contact and the persons contacted by the customer.
- A prevailing risk is that a third person may gain access unnoticed to the customer's/user's computer during use of the Internet (for example, through a Java or ActiveX application).
- A prevailing risk is that computer viruses may be spread within the computer by use of the Internet, given the computer's contact with the outside world either through computer networks or disks. Virus scanners can assist the customer/user in his security precautions.
- It is important that the customer work only with software procured from a trustworthy source.

### 9 E-mail

The customer accepts that data are communicated via e-mail without protection. Messages and orders forwarded by e-mail are therefore not binding on the Bank. The Bank for its part only sends general and publicly accessible information by e-mail.

### 10 Import and export restrictions

- 10.1 The user of E-Banking acknowledges that in some circumstances he may be infringing the provisions of foreign law by using E-Banking outside Switzerland. It is the customer's responsibility to seek information on this point. The Bank shall accept no liability in this respect.
- 10.2 The customer/user acknowledges that there may be import and export restrictions for encoded algorithms, which, if applicable, he may be infringing in the event of his using E-Banking services outside Switzerland.

### 11 Customer data and marketing

The customer/user is agreeable to use by the Bank of customer data from E-Banking for internal marketing purposes.

### 12 Termination

The E-Banking agreement may be cancelled at any time by either party in writing.

### 13 Reservation of particular statutory provisions

Any statutory provisions regulating operation and use of the Internet remain reserved and also apply to the present connection to E-Banking as of commencement.

### 14 General Business Conditions and further provisions

14.1 The Bank's General Business Conditions also apply to the use of E-Banking.

14.2 In addition the following apply:

- Information on E-Banking,
  - Safe Custody Regulations of the Bank,
  - Existing agreements on previous E-Banking services of the Bank,
- as well as further conditions regulating the business relationship between customer and Bank, all of which form an integral part of the Application for subscription to E-Banking.

### 15 Partial invalidity

Voidness, illegality or unenforceability of individual or many provisions contained in these conditions shall not affect the validity of the remaining provisions.

### 16 Amendment of the conditions for E-Banking

The Bank may amend the conditions for, and the offer of E-Banking, at any time. It shall notify the customer/user in such good time that he, for example, may block new services for his E-Banking access. Amendments shall be deemed to be approved if the customer/user shall not make any comment on the amendments to the conditions and/or services within a period of one week following notification.

Version: April 2011