



NEUE BANK

LIECHTENSTEINER PRIVATBANK

Gegründet 1992

Terms of Use for NEUE BANK AG Mobile Banking

By accessing the information, services, and contents made available via the Mobile Banking application ("App") of NEUE BANK AG ("Bank"), the User and/or the person(s) authorised by the User (hereinafter "User") declares that the User has understood and recognises these Terms of Use. Otherwise, use of the App shall not be permitted.

The following Terms of Use supplement other agreements concluded between the User and the Bank, especially the E-Banking Agreement and the General Terms of Use for E-Banking (including the duty of care referred to therein relating to the safekeeping and management of access data). All of these agreements constitute integral parts of these Terms of Use.

1. Addressees

The information, services, and contents (hereinafter "information") made accessible by using the App is addressed solely to Users residing or domiciled in the European Economic Area (without Croatia). In particular, the information accessible via the App is not intended for persons subject to a legal order that prohibits the publication of or access to such information (due to the nationality of the person, the person's residence, or other reasons). Persons to whom such restrictions apply are not permitted to access the information. This applies in particular to persons residing in the United States or Canada.

2. No offer / no advice

The information published in this App does not constitute investment advice, an invitation, an offer, or a recommendation to buy or sell investment instruments, to carry out certain transactions, or to conclude any other legal transaction. It is for information purposes only and in no way replaces personal advice by qualified specialists.

If the User is interested in a specific investment product, the Bank recommends that before making the investment decision, the User carefully study the complete product documentation as well as the information brochure entitled "Risks in Securities Trading" published by the Liechtenstein Bankers Association and also to have a specialist of the User's choosing examine the consequences, including under tax law.

3. Personal data / Data security

The Bank does not use the App to collect any personal data, unless the User expressly makes the data available by way of a form or otherwise. **In such cases, the Bank may use the personal information to market products and services that the Bank believes may be of interest to the User.**

The App is based on the most recent security standards. **Nevertheless, use of the App means that the User's data is transmitted via an open network accessible to everyone (internet).** In some cases, the data may also circulate **across borders, even if the sender and the recipient are located in the same country.** This entails the risk that third parties may gain possession of certain data. The User assumes all risks that may arise from the transmission of such information or orders, especially those originating from transmission errors or misunderstandings.

Through the use of the App, app providers (e.g. Apple, Google) gain possession of personal data that may be used by these companies. Please observe the data protection and business conditions of the relevant providers.

4. Access

Access to the information and functions of the App is granted to persons who have provided valid **identification details** for use of the App. Identification details are currently the **contract number** provided to the User by the Bank and the User-defined personal **password**. The Bank reserves the right to exchange or adjust the identification details at any time for objective reasons; the Bank communicates these changes to the User in advance in an appropriate manner. A person providing the valid identification details (self-identification) is considered by the Bank to be authorised to use the information and functions of the App. The Bank may thus, for example, allow that person to make or request queries and may accept orders and legally binding communications from that person within the scope of the services procured by the User **without further verification of the person's authorisation**; this also is the case if the person is not a person who is in fact authorised. **Without reservation, the client recognises all transactions performed within the scope of the App's functions by way of the User's identification details or those of an authorised person.** Similarly, all instructions, orders, and communications received by the Bank in this way are considered authored and authorised by the client.

5. Duty of care of the User

The Bank takes the measures customary in the banking industry to ensure the best possible security of the App. However, it is indispensable that the User fulfils the required duty of care to ensure effective protection from abuse. This includes:

- **Changing the password:** The User is required to **change the password regularly**. The password may not be composed of easily determinable combinations (e.g. telephone number, date of birth, number plate, etc.);
- **Confidentiality of identification details:** The User is required to ensure that all **identification details are kept confidential** and are **protected against abuse by unauthorised persons**. In particular, the User must activate the lock code on the User's mobile end device (e.g. smartphone lock, screen lock) and log out by way of the "Logout" link after using the App. The identification details may not be stored unencrypted on the User's mobile end device or otherwise be recorded. The identification details may also not be given or made available to third parties (in particular no use permitted in connection with apps provided by third parties and no



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communication permitted to third parties requesting the User to divulge the identification details – the Bank will never ask the User to divulge the identification details outside the App);

- **Change and blocking of identification details:** The User is required to immediately **change the identification details** if there is reason to fear that **unauthorised third parties have gained knowledge** of one or more identification details of the User. If this is not possible, the User must contact the Bank to have access to the App blocked or must block access himself or herself by way of the settings menu in E-Banking. In emergencies, access may also be blocked by entering a wrong password multiple times in E-Banking;
- **Security measures:** The User is required to **minimise the risk of unauthorised access to the User's end device** (e.g. via public electronic networks such as the internet) **by employing suitable protection measures**. In particular, operating systems and browsers must be kept up to date, e.g. the software updates and security patches made available or recommended by the providers must be installed immediately. The updates of the App made available by the Bank must also be downloaded and installed as soon as they are available. The usual security precautions for public electronic networks must also be taken, e.g. no malicious third-party software may be installed on the mobile end device. The User is in particular not permitted to run the App on a mobile end device whose security configuration has at least potentially been manipulated (e.g. by jailbreaking, especially unauthorised removal of usage restrictions on devices whose manufacturers have blocked certain functions by default). It is the responsibility of the User to continuously obtain information about the **security precautions** corresponding to the current state of technology as well as to read the security notices provided on the Bank's website (www.neuebankag.li) and to take the recommended security measures;
- **Notification of the Bank:** The User is required to immediately notify the Bank if there is reason to fear that **unauthorised third parties have gained access** to the end device.

7. Risks

Pursuant to the identification agreement set out in clause 4, the client shall bear all the consequences arising from the use – including abuse – of the User's identification details or those of a person authorised by the User (e.g. in the event of unauthorised access by third parties, unless the Bank has breached the duty of care customary in the banking industry. The client shall also bear the consequences arising from breach of the User's duty of care pursuant to clause 5.

Public and private data networks for the exchange of information and data as well as the User's mobile end device are part of an overall system that is beyond the control of the Bank. They may become a vulnerability within the system. In particular, they may be vulnerable to access or intervention by unauthorised third parties, or transmission errors (e.g. during the transmission of a market order), delays, system interruptions, or system breakdowns may occur. Moreover, loss of the mobile end device may result in unauthorised access to the client's data. **The client cannot derive any claims against the Bank from such occurrences.**

8. External links

Clicking on a link may result in leaving the App. The Bank assumes no liability for the contents, products, services, or objects offered on the linked pages. Use of the links is at the User's own risk.

9. Warranty

The Bank is unable to warrant that access to the information and functions of the App is free from malfunction and interruption at all times. The Bank reserves the right to interrupt the information and functions temporarily in order to defend against security risks or perform maintenance. The client bears any losses arising from a malfunction or interruption, unless the Bank breached the care customary in the banking industry.

When displaying and transmitted the data, information, communications (hereinafter "data") transmitted as part of the services offered, the Bank applies the care customary in the banking industry. **The Bank excludes any warranty or liability for the correctness, completeness, and timeliness of the data that goes beyond this. In particular, information pertaining to accounts and custody accounts (balances, statements, transactions, etc.) as well as generally available information such as market prices or foreign exchange rates are preliminary and non-binding, unless they are expressly labelled as binding. Similarly, the data contained in the services constitute binding offers only if they are labelled as such.**

The Bank excludes any warranty or liability for freedom from defects of the software, for the ability to run the software on the mobile end device of the User, or usability of the software in combination with the other applications of the User or with the network or system operator used by the User. If errors are found in the software, the User shall immediately refrain from accessing the information and functions and inform the Bank.

In areas where the Bank is responsible for providing its services with the care customary in the banking industry, the Bank as a rule is liable only for direct and immediate losses of the client. Liability for indirect or collateral losses of the client is excluded.

3. Copyright

All information and functions that can be accessed via the App are fully and exclusively the property of the Bank (in particular copyrights, trademarks, design rights, and other rights) unless otherwise specified. The Bank grants the client a non-exclusive, non-transferrable, free-of-charge licence to download, install, and use the App within the scope of the information and functions. Any



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publication in whole or in part, modification, linking, use, transmission, copying in whole or even in part of the App or of the information, functions, and logos is prohibited without prior written consent of the Bank.

10. Costs

The App and the information provided are free of charge. The User may, however, incur costs for data transfer. The Bank recommends that the User clarify this question with the User's internet or mobile network provider.

11. Changes and amendments

The Bank reserves the right to change these Terms of Use, the App, and the contents of the App or to discontinue the App. Changes are communicated to the User in an appropriate manner and shall be deemed approved within one month if no written objection is made.

12. Governing law and place of jurisdiction

Access to the App and these Terms of Use are subject exclusively to Liechtenstein law. If a legal relationship arises for the Bank due to use of the App, Liechtenstein law shall likewise be exclusively applicable. To the extent permitted by the law, the seat of the Bank is the regular place of jurisdiction and performance. However, the Bank is also entitled to take legal action against the User before any other competent court.