



# NEUE BANK

## E-Banking General Terms of Use

For the sake of simplicity, the masculine form will be used throughout the text; the feminine form is of course likewise implied.

### 1. Service offered

1.1 The e-banking service offered by the NEUE BANK AG (hereinafter referred to as the "bank") allows the account holder to inspect and transact his/their business relationships via e-banking and, where needed, to make this possibility available to an authorised person. The bank reserves the right to change the service offered at any time.

1.2 The exchange of data governed by these terms of use extends to all banking transactions based on separate contracts or conditions of business of the bank (e.g. General Terms and Conditions of Business). Within the scope of the services desired by the account holder via e-banking, the following provisions take precedence to the extent they contain deviating rules.

### 2. E-banking access

2.1 Technical access by the user to the services is via internet using any provider as desired by the user. In this regard and in the following, "user" means the account holder and persons authorised by the account holder to use e-banking.

2.2 Access to the e-banking services is granted after entry of the following authentication details:

- a) contract number
- b) password
- c) changing authorisation number in accordance with the matrix/security card made available by the bank or other means of authentication (hereinafter referred to as the "means of authentication"). The authentication details are dispatched to the mailing address provided by the account holder.

2.3 Anyone providing authentication in accordance with point 2.2 is deemed authorised to use e-banking in relation to the bank. The bank may allow the user to make queries and place orders within the framework and scope of the authorisations selected pursuant to the e-banking agreement, even without further verification.

2.4 Orders and instructions via e-banking are deemed authored, authorised, and sent by the account holder or the user acting on the account holder's behalf, irrespective of limitations to the internal arrangements between the account holder and the user acting on the account holder's behalf and notwithstanding any Commercial Register entries, publications, or arrangements on the bank's signature documents to the contrary. The bank is therefore deemed to have executed properly if, pursuant to a correct verification of authentication according to point 2.2, the bank complies with the messages, instructions, and orders it receives within the framework of the e-banking agreement.

2.5 Without reservation, the account holder recognizes all transactions posted to his accounts and custody accounts referred to in the e-banking agreement as well as in any supplements that have been performed using e-banking in connection with his personal authentication or that of another user, especially without a written order.

### 3. Placing of orders

3.1 The user may use e-banking around the clock. The bank's execution of orders placed, especially of market and payment orders, is however dependent on the operating hours of the bank and other involved institutions and systems, such as markets, settlement systems, and clearing systems. Product-specific deadlines (cut-offs) and applicable lead time for execution (for financial instruments of issuers outside the EEA and North America, up to 48 hours or more) must in any event be taken into account. Trades placed outside the bank's business hours and exceeding CHF 250.000.- or counter value will be sent to the execution venue on the following working day.

3.2 Orders are placed by sending the relevant data. After the data is received by the bank, the bank processes the order. A placed order may be revoked only if direct contact is made on time, i.e. before the order has been executed. If an order (e.g. payment or market order, etc.) was placed with the bank electronically, and if it is ascertainable after placement of the order that the order has not been executed by the bank in accordance with the order or only partially so, the user is required to complain immediately to the bank in this regard.

3.3 Before sending the data, the user must check all the data for completeness and correctness. The risk of misrouting or return arising from entry of incorrect or incomplete information is borne by the account holder.

3.4 The bank has the right, at any time and without providing reasons, to refuse to give information and accept instructions, orders, and messages via e-banking and to demand written authorisation.

3.5 The bank processes the orders, instructions, and messages it receives via e-banking in the context of the overall client relationship. It therefore reserves the right especially to refuse execution of orders because of lack of funds or insufficient credit limit.

3.6 The bank does not accept orders or instructions via e-mail, since neither integrity nor authenticity can be ensured by that means.

3.7 The account holder notes and agrees that no advice is given for market orders placed via e-banking. The bank does not check whether market orders placed via e-banking are compatible with any investment goal and associated investor profile agreed between the account holder and an authorised person or the bank.

3.8 The user checks all market orders for compatibility with the financial status of the account holder and, by placing the order, confirms that he is familiar with the practice and customs of market transactions, especially the structures and risks of the various types of transaction.

Otherwise, the user must consult a client advisor of the bank and obtain relevant clarification. If market orders are placed without having received prior relevant advice by the bank and without having studied the current sales documents, especially any public prospectuses, the user and/or the account holder bear the risk. The bank does not assume any liability for such orders.

3.9 The bank is entitled to refuse or cancel market orders if they are not in accordance with the relevant norms governing the transaction and market location in question.

3.10 The account holder is aware that e-banking is not suitable for speculating with equities and derivatives over the course of a day or for taking advantage of short-term price fluctuations (day trading). The account holder accepts that securities bought via e-banking may, due to the way the system is set up, not be sellable again on the same day.

3.11 Any information available to the user by e-banking does not constitute (investment) advice, submission of an offer, or a request to conclude certain transactions with the bank, but rather serves information purposes exclusively (e.g. to facilitate the investment decisions made by the user independently).

#### **4. Obligations of the user**

4.1 The user receives his contract number, his initial password, and the means of authentication from the bank by post. The user is required to keep the password and the means of authentication separate from each other, to keep them secret, and to protect them from misuse by unauthorised parties.

4.2 The user is required to change the initial password sent to him by the bank immediately after receiving it and to do so again later at regular intervals. In particular, the user may not record his password once he has changed it. The password may be between 8 and 30 characters (digits and/or letters). Passwords may not consist of easily determinable codes such as telephone numbers, birth dates, car numbers, names of persons close to the user, etc.

4.3 The obligation to keep the password and the means of authentication secret applies to every individual user separately. The bank is not liable for any losses arising from the fact that the user or other third parties misuse the authentication details of other users.

4.4 If there is a suspicion that an unauthorised party might have gained knowledge of the password or other authentication details of the user or if the means of authentication are no longer in the user's own possession, then the user is required to communicate this without delay to the bank during the usual business hours and to confirm it in writing immediately. The bank without delay arranges for the personal authentication details to be blocked. Any associated costs are borne by the account holder.

4.5 The user may and - in the event of risk of misuse - must however himself block his own access to e-banking at any time, also outside the bank's business hours, by entering a wrong password three times in a row or by having the bank block his authorisation (see point 6).

4.6 The user is required to minimize the security risks arising through use of the internet by employing appropriate security measures (especially password protection, anti-virus programs, firewalls, etc.) corresponding to the current state of technology. The user also is required to take note of the security information provided on the websites of the services used or made available to him in other form and, where appropriate, to take the recommended security measures within a useful time period.

4.7 The user must without delay inform the bank of any recognizable malfunctions and irregularities.

#### **5. Exclusion of warranty and liability**

5.1 The account holder bears all risks arising from any disclosure of his authentication details or those of other users. The account holder bears all consequences of the authorised or improper use of these authentication details.

5.2 The bank is not liable for any losses and/or any loss of profits incurred by the account holder as a result of transmission errors, technical defects, interruptions of transmission, delays, omissions, malfunctions of any sort, or unlawful interference by third parties in telecommunication facilities or the internet as well as as a result of using the open network, through interruptions and time lags, especially in the processing of orders, due to network overload, malicious blockage of electronic access by third parties or inadequacies on the part of the network operator. The bank accordingly excludes all liability for any losses that may arise from the use of the internet and additional peripheral devices.

5.3 The bank assumes no liability for the correctness and completeness of the data, information, and messages it transmits. In particular, all information concerning accounts and custody accounts (balances, statements, transactions) and generally available information such as market prices and currency exchange rates are deemed preliminary and non-binding. Only the official bank statements and receipts and other documents prepared by the bank are legally binding, but not the statements, reports, and compilations printed out from the e-banking system. E-banking data do not constitute binding offers, unless they are expressly labelled as such.

5.4 Furthermore, the bank expressly excludes any liability for the user's terminal equipment as well as for technical access to e-banking. The bank also refuses all liability for any software it delivers e.g. by way of data carrier, download, etc., unless it receives a complaint within one week of delivery. All liability is excluded for any losses arising from and during the transport of software via internet. The bank also does not guarantee that the e-banking program meets the expectations and wishes in all points or that it works flawlessly in connection with other programs chosen by the user. The bank does not assume any liability for any losses or malfunctions during the operation of e-banking due to computer viruses in the user's system.

5.5 In its determination of security risks, the bank reserves the right at all times to interrupt e-banking for the protection of the account holder until the risks have been removed. The bank is also entitled to interrupt e-banking for other maintenance work.

5.6 The bank is expressly released from liability for losses suffered by the account holder as a result of malfunctions, interruptions referred to in point 5.5, especially in processing or in the case of overloaded IT systems of the bank, unless the bank is grossly negligent. The bank is in no event liable for loss of profit or consequential losses.

5.7 The bank cannot verify who receives and uses the means of authentication. Especially in the case of legal persons and/or delivery to a business address, it is the sole responsibility of the account holder to monitor receipt of the means of authentication and the use thereof. The account holder must bear the risks arising from manipulations of his computer or of another user's computer by unauthorised parties.

5.8 The bank assumes no liability for losses incurred by the account holder due to the account holder's lack of legal capacity or that of another user.

5.9 The bank assumes no liability for slight negligence. In particular, the bank excludes liability for slight negligence:

- for orders not executed or not executed on time and resulting losses;
- for losses caused by its assistants in the performance of their duties.

5.10 The bank assumes no liability for the failure to execute orders or the delayed execution of orders or the resulting losses, especially due to price losses, unless it is grossly negligent.

## **6. Blocking of e-banking access**

6.1 The account holder may have his access or that of another user to the relevant e-banking services of the bank blocked. Access to the accounts and custody accounts via e-banking is automatically blocked if three attempts have been made to access the services with a wrong password and/or a wrong authentication number.

6.2 The bank is entitled to block the access of a user to individual or all services without providing reasons and without prior cancellation.

## **7. E-banking authorisations**

7.1 The authorisation of users by the account holder to make use of e-banking persists until the bank receives a revocation in writing. It is expressly stipulated that a granted authorisation does not expire upon the death or loss of legal capacity of the account holder, but rather remains in effect until revoked in writing and notwithstanding any Commercial Register entries and publications to the contrary. This provision is subject to point 6.2.

7.2 The revocation or the amendment of the signature rights of a user on the account holder signature forms deposited at the bank do not bring about any change concerning authorisation granted by the account holder to use e-banking, unless expressly indicated. Rather, such a change requires express revocation according to point 7.1.

## **8. Banking secrecy**

The account holder notes that due to the design of the internet, its use as a transmission medium may result in client-specific data being transmitted in an uncontrolled manner to third countries, even if the sender and the recipient are located in the same country (e.g. Liechtenstein). Liechtenstein banking secrecy applies solely to data located in Liechtenstein. Foreign legal orders often have no protection of the account holder's or authorised persons' privacy comparable with the banking secrecy of the bank maintaining the account. Senders and recipients are transmitted without encryption over the internet. It may therefore be possible for third parties to draw conclusions about existing banking relationships. Likewise, the account holder accepts that information of the bank for which the user requests separate transmission via e-mail, text message, etc., is generally transmitted without encryption, so that banking secrecy is not preserved and/or cannot be guaranteed.

## **9. Security on the internet**

9.1 When the e-banking system was developed, special attention was paid to the aspects of security. A multi-level security system was developed which also uses cryptographic procedures of a high standard. Because of encryption, unauthorised parties are as a general rule not able to see confidential user data. But despite the security precautions, which correspond to the most current level of technology, absolute security cannot be guaranteed on the side of either the bank or the user. The account holder notes that especially his computer workplace or that of another user may constitute a vulnerability for e-banking.

9.2 In particular, the account holder notes the following risks:

- The bank cannot guarantee either unrestricted access to the relevant services or unrestricted use of such services. Nor can the bank guarantee unrestricted availability of the internet.
- Insufficient knowledge of the system and lack of security precautions may facilitate unauthorised access (e.g. insufficient protection of data stored on the hard disk, file transfers, residual screen images, etc.). It is the responsibility of the account holder and/or another user to obtain precise information on the requisite security precautions and to comply with them.
- By compiling traffic characteristics, the internet provider of the user has the possibility of tracing when the user entered into contact with whom.

- There is a latent danger that a third party gains unnoticed access to the user's computer during use of the internet (e.g. using trojans, viruses, etc.).
- There is a permanent danger that computer viruses may spread on the computer of the user during use of the internet as soon as the computer makes contact with the outside world, whether via computer networks or data carriers. Virus scanners may support the user's security precautions and are urgently recommended.

9.3 Beyond this, the importance of using software exclusively from trustworthy sources must be noted.

## **10. Cancellation/dissolution with immediate effect**

The e-banking agreement is valid for an indefinite period and may at any time be cancelled in writing and with immediate effect by either party, without indicating reasons. The bank is however entitled to delete access to e-banking without cancellation if the e-banking services have not been used for a period of at least 12 months.

## **11. Reservation of legislative provisions**

These General Terms of Use are subject to legislative provisions that may affect the operation and use of e-banking. In this regard, supplemental reference is made to the disclaimer on the bank website ([www.neuebankag.li](http://www.neuebankag.li)).

## **12. Partial invalidity**

The invalidity, illegality, or lack of enforceability of individual or multiple provisions of the e-banking agreement and these General Terms of Use do not affect the validity of the other parts of the agreement. The provisions not applicable in this way are to be replaced by new provisions that are as close as possible in terms of their legal and economic purpose.

## **13. Foreign legal orders**

The account holder notes that when using e-banking from a foreign country, the account holder and/or another user may in some cases be violating rules under the law of his domicile, such as import and export restrictions on encryption algorithms, or other foreign law, and/or the use of e-banking of the bank may be prohibited. It is the responsibility of the account holder and/or another user to obtain information in this regard. The bank refuses all liability in this regard.

## **14. Exclusion of certain persons**

14.1 When using the e-banking service in a foreign country, the user must comply with any local restrictions (e.g. import and export restrictions for encryption algorithms). It is the responsibility of the user to obtain information on the relevant applicable (foreign) laws and regulations and to comply with them. The bank refuses all liability arising from such breaches of duty by the user.

14.2 The bank is entitled without prior notice to modify or limit the e-banking services for users in foreign countries.

## **15. Amendments**

Amendments of e-banking provisions are notified to the account holder in writing or via e-banking itself. The amendments are deemed accepted as soon as an e-banking service is used again despite the amendments or if no written objection has been received by the bank without 30 days after their disclosure.

## **16. Client data**

The account holder agrees that the bank may use his data for bank-internal statistical purposes.

### **17. Integral part**

The following documents constitute an integral part of the General Terms of Use:

- General Terms and Conditions of Business
- General Provisions for Payment Services
- Terms and Conditions (Market Commissions, Accounts and Investments, Asset Management Fees, Payment Transaction Conditions)

The bank reserves the right to introduce fees at any time for provision of e-banking and to adjust such fees to market conditions.

### **18. Place of jurisdiction and applicable law**

The exclusive place of jurisdiction for all disputes arising from this legal relationship and the place of performance are Vaduz.

The bank is however authorised to assert its rights also at the place of residence/domicile of the account holder or a user or at any other competent court. Exclusively Liechtenstein law is applicable to this legal relationship.

The account holder hereby confirms receipt and acceptance of the General Terms of Use. The account holder expressly agrees to include all users referred to in the e-banking agreement in these contract terms, to instruct them accordingly, and to accept all violations by such users as enforceable against the account holder.