

## E-Banking Application Corporate clients

### The undersigned client (principal)

<b>Company name</b>	_____	<b>Last name, first name</b>	_____
<b>Street, no.</b>	_____	<b>E-Mail</b>	_____
<b>ZIP code, place</b>	_____	<b>Telephone</b>	_____

### Grants a power of attorney to (authorized person):

<b>Company name</b>	_____	<b>Last name, first name</b>	_____
<b>Street, no.</b>	_____	<b>Date of birth</b>	_____
<b>ZIP code, place/country</b>	_____	<b>Place of citizenship</b>	_____
<b>E-Mail</b>	_____	<b>Telephone</b>	_____

### Submits application for:

 I apply for the free of charge E-Banking

 to be added to the existing contract  
 contract no.: \_\_\_\_\_

 **For all accounts**

The authorized person may use all E-Banking services offered by the bank with respect to **all present and future accounts and/or custody accounts** of the principal.

 **For specific accounts only**

The authorized person may use all E-Banking services offered by the bank only with respect to **the accounts and/or custody accounts specified below** of the principal.

>> In such cases, the identification is not performed by an examination of signatures on the part of Zuger Kantonalbank but by self-authentication on the part of the authorized person pursuant to the conditions for the E-Banking of Zuger Kantonalbank.

### Please indicate the accounts/custody accounts, as desired:

<b>Acct./custody acct. no.</b>	_____	<b>Description</b>	_____
<b>Acct./custody acct. no.</b>	_____	<b>Description</b>	_____
<b>Acct./custody acct. no.</b>	_____	<b>Description</b>	_____

### Special requirements for the authorized person

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Joint signature with salary details    | <input type="checkbox"/> Payment entry with salary    | <input type="checkbox"/> Account inquiries only |
| <input type="checkbox"/> Joint signature without salary details | <input type="checkbox"/> Payment entry without salary | <input type="checkbox"/> Electronic QR data     |

### E-Banking access:

- 
- Cronto App
- 
- 
- Keyfile

 Cronto Device (CHF 50.00)

Debit account Cronto Device: \_\_\_\_\_

In addition to the other provisions governing the relationship between the client and Zuger Kantonalbank (general terms and conditions, custody account regulations), the conditions for the E-Banking of Zuger Kantonalbank apply, all of which form integral parts of this declaration. Further, all legal relations of the client with the bank are subject to Swiss law. Place of performance, place for debt collection proceedings for clients not resident in Switzerland and, subject to mandatory legal provisions to the contrary, exclusive place of jurisdiction for all types of proceedings is Zug. Zuger Kantonalbank nonetheless also has the right to instigate proceedings against the client at the competent court at the client's place of residence as well as at any other competent court. The principal and the authorized person confirm to each have received a copy of the conditions for the E-Banking of Zuger Kantonalbank and to have acknowledged and approved their content.

 \_\_\_\_\_  
 Place, date

 \_\_\_\_\_  
 Signature principal

 \_\_\_\_\_  
 Signature authorized person

>> **Please send this application to:** Zuger Kantonalbank, E-Banking, Postfach 1158, 6301 Zug



# Conditions for the E-Banking Services

As at January 2017

(Use of the masculine gender is taken to refer to both genders)

## 1. Scope of Application/Service Offering

1.1 The conditions for the electronic banking ("E-Banking") services of Zuger Kantonalbank (hereinafter referred to as "Bank") apply to all present and future E-Banking services requested by the client or by the authorized person (hereinafter collectively referred to as "User"), unless otherwise agreed in additional conditions for the relevant E-Banking services.

The data transfer governed by these conditions relates to banking transactions etc. which are based on separate agreements and conditions (e.g. the Bank's General Terms and Conditions, Custody Account Regulations, etc.). Within the scope of application of the E-Banking services, these conditions shall prevail if there are inconsistencies with potentially conflicting provisions of the mentioned agreements and conditions of the Bank.

## 2. Access/Verification of Identity

2.1 Users may access the E-Banking services of the Bank by logging in to Zuger Kantonalbank's website or by using software personally selected and acquired by the User from third parties or the Bank. Acquisition, installation and configuration of the provider (e.g. internet access provider, telecommunication service provider), the terminal device (e.g. computer or mobile phone), the hardware and software are the responsibility of the User.

2.2 Access to the E-Banking services will be granted to anyone who has authenticated himself at the time of each use. Identification features serving this purpose are:

- a) the contract number provided to the User by the Bank (1st identification feature),
- b) the User's personal, individually selectable password (2nd identification feature), and
- c) an identification attribute as password supplement provided by the Bank (3rd identification feature).

The Bank will allocate the **first password to the User, who must change it immediately upon receipt**. See also sections 5.1 and 5.2.

2.3 Anyone who authenticates himself in accordance with section 2.2 is considered by the Bank as authorized to use the E-Banking services. The Bank is therefore authorized, irrespective of this person's legal relationship with the client and regardless of any commercial registry entries, publications or provisions on the signature documents to the contrary and without further examination of this person's authorization, to allow this person, within the framework and scope of the E-Banking services and transaction type selected by the User, to e.g. run inquiries with respect to, and to dispose over, the accounts/custody accounts or to accept orders and notifications from this person via E-Banking. However, the Bank is entitled, at any time and without disclosing a reason, to refuse to provide information or accept instructions, orders and notifications and to insist that the User authenticate himself in another form (e.g. by signing or appearing in person).

2.4 **The client acknowledges without reservation all booked transactions which were effected by the use of the E-Banking services in conjunction with the identification features of the client or the persons authorized by him but without a written order. Likewise, all instructions, orders and notifications communicated to the Bank in this way are deemed to be made and authorized by the User.**

## 3. Stock Exchange Orders

3.1 Stock exchange orders can only be processed during stock exchange operating hours.

3.2 The processing of the orders given to the Bank by the User depends on technical conditions, the business hours of the Bank, and the trading hours of the relevant stock exchange. In addition to the events set out in section 6, **the Bank does not assume any liability, in particular any liability for losses due to market fluctuations, in connection with stock exchange orders not executed on time, provided the Bank has exercised the degree of due diligence usual in banking transactions. The same exclusion of liability applies for the event that a stock exchange order may not or only belatedly be executed for other reasons, in particular due to insufficient creditworthiness of the client.**

3.3 A User placing a stock exchange order is obliged to observe the respective laws and regulations applicable to the relevant transaction and at the relevant stock exchange. The User acknowledges that the Bank does **not provide any personal advice** for stock exchange transactions executed through the E-Banking services. He confirms having received the brochure "Special risks in securities trading" and undertakes to consult the currently valid brochure "Special risks in securities trading". He declares that, within the framework of the orders placed, he is familiar with the conventions of the stock exchange business and confirms in particular that **he knows the risks associated with the different types of transactions**. The client acknowledges that the Bank will not provide him with additional information and documents relating to investment instruments and asset classes.

3.4 The Bank is entitled to reject or cancel stock exchange orders which contradict the respective laws and regulations applicable to the relevant transaction and at the relevant stock exchange.

3.5 Disclosure of transaction, portfolio and client data with a non-Swiss dimension

In connection with foreign custody account assets and account assets kept abroad, the User and/or the Bank may be obliged pursuant to applicable foreign law to disclose transaction, portfolio and client data (in particular, name/company name, address, IBAN and custody account/account number) to foreign stock exchanges, brokers, banks, transaction registers, central and third-party depositories, issuers, authorities and their representatives as well as other third parties. This may result in a conflict between such foreign disclosure requirements and Swiss law (bank-client confidentiality) which the Bank is obliged to observe.

**The User hereby releases the Bank, its employees and agents from these confidentiality obligations in this connection and waives bank-client confidentiality.**

The User also agrees to sign special declarations that are requested from time to time for the deposit or the execution of transactions with custody account assets. Otherwise, the Bank can refuse the deposit or the execution of the transactions or take other measures such as liquidating the custody account assets concerned.

### 3.6 Notification Duties

The User is responsible for complying with possible notification duties towards companies, authorities, stock exchanges and other third parties as well as possible obligations to submit a take-over offer. The Bank is not obliged to draw the User's attention to such obligations. The Bank is entitled, having given notice to the User, to fully or partially refrain from performing administrative actions that could result in notification duties for the Bank.

## 4. Transaction Confirmations

The Bank reserves the right to request from the User a transaction confirmation to confirm his order. **In these cases, the User is obliged to compare the data transmitted by the Bank with his data (e.g. on the original document) and to verify its accuracy.** If, in the opinion of the User, the data transmitted by the Bank is correct and if the User wishes to place the order with the Bank, it has to confirm such order to the Bank. **If, in the opinion of the User, the data transmitted by the Bank is not correct, the User is obliged to cancel the transaction. Until a transaction confirmation has been received from the User, the order is deemed not to have been placed and is thus not to be processed by the Bank.**

## 5. Duty of Care of the User

### a) In connection with the identification features

5.1 The User is obliged to **change the first password communicated by the bank promptly upon receipt and to change it on a regular basis thereafter.** The password must not consist of easily identifiable combinations (such as telephone numbers, birth dates, vehicle license plates, etc.).

5.2 The User is obliged to keep all identification features pursuant to section 2.2 confidential, to store them with particular care and separately from each other and to protect them from misuse by unauthorized persons. In particular, a password must not be recorded or stored on a terminal device of the User without protection or in another easily accessible way. In addition, the identification features must not be provided to third parties or otherwise made accessible, e.g. in emails that are allegedly from the Bank and that ask the User to enter his identification features or that contain links to login pages (phishing emails) must immediately be deleted. The Bank never asks the User via email to enter or update personal data online.

5.3 **If there is reason to suspect that unauthorized third parties have obtained knowledge of the User's E-Banking password, the User must change the E-Banking password immediately. If this is not possible, the User must immediately have the access to the relevant E-Banking services blocked by the Bank or must block access himself by entering an incorrect password or additional password multiple times.**

5.4 **The client has sole responsibility for all risks arising from the disclosure or use – including misuse – of his identification features or those of persons authorized by him.**

### b) In connection with the User's terminal device

5.5 The Authorized User is obliged to minimize the security risks resulting from unauthorized access to his terminal device (e.g. computer, mobile phone) by implementing suitable security precautions. In particular, the operating system and browser must be kept up-to-date, i.e. the software updates and security fixes provided or recommended by the relevant providers must be immediately installed by the User and alerts must be observed. In addition, the customary security precautions, such as the use of antivirus software and the installation of a firewall, must be used and always updated.

5.6 If there is reason to suspect that unauthorized third parties have gained access to the User's terminal device, the User is obliged to terminate access to the E-Banking services immediately and not to restore such access and, if necessary, to shut down the terminal device until such time as further risk exists. The Bank must be informed immediately.

5.7 Acquisition, installation and configuration of the provider (e.g. internet access provider, telecommunication service provider), the terminal device (e.g. computer or mobile phone), the hardware and software is the User's responsibility.

5.8 If the User uses hardware or software of a third party on his terminal device to gain access to E-Banking via the internet, he undertakes not to violate the rights of the licensor of the hardware or software and in general terms not to use the hardware or software for or in connection with illegal activities. In particular, copy-rights, trademarks and additional intellectual property rights must be respected. The User is not permitted to use the software or hardware in another manner or for another purpose than within the framework of the Bank's E-Banking services. No code (source code, object code or activation code) must be processed or used for other purposes, e.g. by reverse engineering, conversion or differentiation.

### c) In connection with data inputs

5.9 The User shall verify the completeness and accuracy of any and all data he inputs. The client remains responsible for all data sent by the User until acceptance of the same by the Bank's E-Banking system.

5.10 If the User has placed an order (e.g. a payment transfer order, stock exchange order, etc.) with the Bank via the E-Banking services and if, after placing such order, the User becomes aware that the Bank has not or only partially executed the order in accordance with the instructions given, the User is obliged to immediately file a complaint with the Bank.

## 6. Exclusion of the Bank's Liability

6.1 **The Bank assumes no responsibility for the accuracy or completeness of the data, information and messages, etc. (hereinafter referred to as "Data") transmitted by it in the context of the respective E-Banking services. In particular, information concerning accounts and custody accounts (balances, statements, transactions, etc.), as well as generally accessible information such as stock exchange quotations and foreign exchange rates, are deemed to be preliminary and non-binding. Data included in the E-Banking**

**services shall not constitute a binding offer, unless it is expressly identified as such.**

6.2 The services are provided via an open, publicly accessible network (e.g. internet, telephone network). **The Bank does not assume any liability for any damages arising from the use of the open network. In particular, the Bank shall not be liable for damages incurred by the User as a result of errors in transmission, technical defects, disruptions, interruptions and delays (in particular in relation to processing), illegal interventions in installations of the network and/or telecommunication service providers, capacity overload with regard to the installations of the network and/or telecommunication service providers, deliberate blocking of electronic accesses by third parties, disruptions, interruptions or other shortcomings of the network and/or telecommunications service providers.**

6.3 The Bank can guarantee neither unrestricted access to the required E-Banking services nor unlimited use of these services. Furthermore, the Bank cannot guarantee unlimited availability of the internet. Provided that it exercises the degree of due diligence usual in banking transactions, the Bank is not liable for the results of disruptions and interruptions in the execution of its E-Banking services (e.g. caused by illegal intrusion into the banking system), etc.

**6.4 The Bank assumes no responsibility for the terminal device of the User, technical access to the E-Banking services or the software required for such access. Furthermore, the Bank is not liable for potential defects of software provided by it, e.g. by disk, download, etc.**

6.5 Online communication is carried out via an open telecommunication network. The Bank excludes any liability for all damages resulting from the use of the telecommunication network (see section 1.1.2).

6.6 The Bank reserves the right to interrupt the E-Banking services for the protection of the User at any time if it detects security threats. The Bank is not liable for any damages resulting from such interruption.

6.7 The Bank assumes no liability for damages incurred by the client as a result of his own legal incapacity or the legal incapacity of persons authorized by him, unless the Bank should have recognized this incapacity by exercising the degree of due diligence usual in banking transactions. Furthermore, the Bank also assumes no liability for indirect and consequential damages such as lost profits, claims by third parties, or damages arising from the client's noncompliance with contractual obligations.

6.8 The Bank assumes no liability in cases of simple negligence. In particular, the Bank excludes any liability in cases of simple negligence for the non-execution or belated execution of orders and resulting damages; for damages caused by any of the Bank's agents in the exercise of their duties if and to the extent that the Bank has exercised the degree of due diligence usual in banking transactions.

## 7. Blocking

7.1 Each User can, within the scope of his authorization and during the Bank's regular office hours, request that access to the E-Banking services be blocked.

7.2 In addition, each User can block his own access to the E-Banking services at any time by entering an incorrect pass-word or additional password multiple times.

7.3 The blocking can be lifted by the client by telephone or by giving written consent.

7.4 Furthermore, the Bank is authorized at any time to block the access of one or all the Users to certain or all E-Banking services without disclosing a reason and without prior notice.

## 8. Authorizations

8.1 The User's authorization to use the E-Banking services is valid until revoked in writing. It is expressly agreed that an authorization granted does not expire if the client dies, is missing or loses his legal capacity but remains in effect until revoked in writing, irrespective of commercial registry entries and publications to the contrary. If the Bank becomes aware of a client's death, it reserves the right to limit the access of authorized persons at any time.

**8.2. The deletion of the User's signing authorization on the signature documents deposited with the Bank does not automatically result in the revocation of his authorization to use the Bank's E-Banking services; rather, an express written revocation in the sense of section 8.1 is required.**

## 9. Banking Secrecy/Data Protection

9.1 The User acknowledges that Swiss banking secrecy is limited in application to Swiss territory and that, as a consequence, no data to be transmitted and/or stored abroad is protected.

9.2 Furthermore, the User acknowledges that data is transported via an open, publicly accessible network. As a consequence, data is transmitted across borders on a regular basis and in an uncontrolled manner. This applies also to data transfers where both the sender and the recipient are located in Switzerland. The data itself is transmitted encrypted. However, the sender and the recipient remain unencrypted. They can also be read by third parties. Therefore, it is possible for third parties to conclude that a banking relationship exists. **In addition, the User acknowledges that banking information which he asks to be sent separately by email or text message etc. is usually transferred by way of non-encrypted transmission and that banking secrecy and data privacy are therefore not maintained.**

## 10. Foreign Laws/Import and Export Restrictions

10.1 The User acknowledges that it may violate foreign laws when using the Bank's E-Banking services from abroad. The User is responsible for informing himself accordingly. The Bank assumes no liability in this respect.

10.2 Should the User use the Bank's E-Banking services from abroad, it acknowledges, in particular, that there may be import and export restrictions for the encoding algorithms against which it may infringe if it uses these services from abroad.

## 11. Security/Assumption of Risk

11.1 Due to the encryption used by the Bank, it is generally impossible for unauthorized persons to view the confidential client data. However, despite state-of-the-art security precautions, absolute security in all cases

cannot be assured on the part of the Bank as well as on the part of the User. **The terminal device (computer, mobile phone etc.) and/or the network of the User are a part of the complete system. They are, however, outside the control of the Bank and can become a weak point in the system.**

11.2 The User acknowledges the risks stated hereinafter and undertakes to acknowledge the security information set out below and published on the web pages for the respective services or otherwise disclosed to the user and to take any recommended security precautions within a reasonable period of time:

- Insufficient system know-how and inadequate security precautions (e.g. inadequately protected storage of data on the hard drive, data transfer) can facilitate unauthorized access by third parties. There is a constant risk that the computer will be infected with a virus when outside contact is maintained, whether via computer networks (e.g. the internet) or via data carriers. The use of anti-virus programs and firewalls can reduce this risk and the User undertakes to install them. The User is responsible for informing himself about the necessary security precautions.
- The User must work only with software from a trustworthy source.
- It cannot be excluded that internet providers develop a traffic pattern whereby the provider can determine when the User has been in contact with whom.
- It is possible that third parties may gain unnoticed access to the User's terminal device during use of the internet. Therefore, the precautions pursuant to bullet point 1 of this list as well as pursuant to sections 5.5 and 5.6 are to be taken (particularly installation of a suitable firewall).
- The availability of the internet cannot be guaranteed. In particular, errors in transmission, technical defects, disruption, illegal interventions in network equipment, capacity overload of the network, deliberate blocking of electronic access points by third parties, interruptions, and other deficiencies on the part of the network providers may occur.

11.3 The Bank does not arrange for technical access to its E-Banking services. This is the sole responsibility of the User.

## 12. Fees and Additional Conditions

The Bank may apply fees and additional conditions for E-Banking services. The Bank reserves the right to modify them at any time and to communicate such modifications by circular or by other appropriate means, e.g. as an electronic notification in the E-Banking service, and is deemed to be accepted unless a written objection is received within 30 days but in any event upon the next use of the E-Banking services.

## 13. Client Data

The User acknowledges that the Bank processes client data from E-Banking for its own marketing purposes.

## 14. Termination

Both parties may terminate the E-Banking services in writing at any time. In addition, the Bank may block access without termination if the E-Banking services have not been used during a period of at least 12 months.

## 15. Precedence of Statutory Regulations

Potential statutory regulations governing the operation and/or the use of the internet and/or the respective E-Banking services are reserved and shall, upon their enforcement, apply also to the Bank's E-Banking services.

## 16. Partial Invalidity

The invalidity, illegality or unenforceability of one or more provisions of these conditions does not affect the validity of the remaining provisions.

## 17. Special Conditions Offline Regarding Payment Software

17.1 The User requires offline software for the transmission of payments or in connection with the retrieval of various data from the E-Banking services. To the extent the Bank is the offline software provider, complaints regarding potential defects must be raised within a week after receipt, in the absence of which the software is deemed to be accepted by the User as being properly functional. Installation and configuration of the offline software is in the User's responsibility.

17.2 The User is responsible for the creation of interfaces between the E-Banking offline software used and the User's personal applications. Furthermore, the User shall make, or arrange for, any potentially desired special installations, e.g. for the use of the E-Banking software on a network, at his own cost. The User is responsible for damages resulting from such additional installations. The Bank is discharged from any liability in this respect.

17.3 The User is granted a non-exclusive, non-transferrable, and non-assignable right to use the offline software provided by the Bank. As a consequence, the User shall not copy or otherwise reproduce this software fully or partially in original or modified form or combined with other software or integrated into other software for any purpose other than as envisaged within the framework of E-Banking with the Bank.

17.4 Should the license rights be violated by a User or a third party for which the User is responsible or of which the violation was only made possible because of a negligent handling of the software, the User shall be liable for all resulting damages. In this event, the Bank will consider terminating access.

17.5 The Bank cannot guarantee that the offline software it provides is free of defects. Nor does it guarantee that all parts of this offline software conform to the User's expectations and function flawlessly in all applications and combination with other applications selected by the User. Furthermore, it should be stated in general terms that offline software completely free of defects does not exist.

17.6 Should any defects or malfunctioning of software, whether provided by the Bank or by third parties, reduce or exclude operability, the User shall refrain from using it and shall immediately inform the Bank and the software provider, as the case may be. It is prohibited to undertake or to have unauthorized third parties undertake any alterations/repairs.

17.7 To the extent permitted by law, all responsibility of the Bank for damages incurred by the User as a result of defects or malfunctions of offline software is excluded.

17.8 Updates or other modifications of the offline software and the documentations do not require consent by the User. New releases will be made available to the User, who is obliged to implement them if the new release is required for the operability of the system.

#### **18. Modification of the Conditions**

The Bank reserves the right to modify these conditions at any time. Such a modification will be communicated by circular or by other appropriate means, e.g. as an electronic notification in the E-Banking services, and is deemed to be accepted if no written objection is received within 30 days from notification but in any event upon the next use of the E-Banking services.

#### **19. Applicable Law and Jurisdiction**

All legal relations between the User with the Bank are subject to Swiss law (to the exclusion of conflict of laws provisions). Jurisdiction is determined in accordance with the mandatory legal provisions. If no such provisions apply, Zug is the exclusive place of jurisdiction for all types of proceedings as well as the place of performance and the place for debt collection proceedings for Users not resident or domiciled in Switzerland. The Bank nonetheless also has the right to instigate proceedings against the User at the competent court or the competent authority at the User's place of residence/domicile as well as at any other competent court.

### **Special Conditions for the Electronic Delivery of Bank Records via E-Banking**

#### **1. Scope of Application**

In addition to the E-Banking conditions, the following special conditions apply for the electronic delivery of bank records via E-Banking. They form part of the conditions for the E-Banking services.

#### **2. Service Offering**

The bank records electronically made available by the Bank via E-Banking from time to time are described on the respective web pages of the Bank.

The client instructs the Bank in writing or by selecting the E-Banking setting provided for that purpose to electronically deliver to him or his authorized person (hereinafter collectively referred to as "User") the bank records relating to the selected banking transaction(s) into his E-Banking mailbox. In this event, the Bank is entitled to electronically deliver to the User, with immediate effect, the respective bank records into his E-Banking mailbox.

The Bank reserves the right to modify the range of services offered at any time. The electronic delivery of bank records governed by these conditions relates to banking transactions, etc., that are based on separate agreements or conditions (e.g. General Terms and Conditions, Custody Account Regulations). Within the scope of application of the electronic delivery of bank records via E-Banking, the present conditions prevail if there are inconsistencies with potentially conflicting provisions of the above-mentioned agreements or conditions of the Bank.

#### **3. Place of Performance and Receipt of the Bank Records**

3.1 The User's E-Banking mailbox shall be deemed to be the place of performance for the electronic delivery of bank records. The User thus expressly acknowledges that the Bank shall in particular fulfill its notification and accountability obligations by the electronic delivery of bank records into the User's E-Banking mailbox. The Bank is, however, enti-

pled to deliver the bank records at any time and without stating a reason only or also in hardcopy form. The electronic bank records shall be deemed duly received on the day on which they have been made available via E-Banking. The related time periods, in particular the time period for filing objections, shall commence on the receipt of the individual bank record.

#### **4. Objections**

The User undertakes to file any objections to electronic bank records immediately upon receipt of the respective bank record, but at the latest within 30 days of their receipt. Otherwise, the respective bank records are automatically deemed approved. This express or implicit approval includes the acceptance and novation of all positions contained therein as well as of possible reservations of the Bank. If the balance on the electronic bank record is shown as debit to the account holder, it shall be deemed accepted by the latter as being owed to the Bank even if the account relationship is continued.

If the electronic delivery of an expected electronic record does not take place, the objection must be filed in such a way as if the electronic record had been delivered to the User in the ordinary course of electronic business. In the event of a belated objection, the client shall be liable for any damage resulting therefrom.

#### **5. Recording and Storage of Bank Records**

Within the framework of potential statutory provisions, the client is, in particular, himself responsible for the content, recording and storage of the electronic bank records. **The User acknowledges that individual electronic bank records are made available for at least 90 days as of their receipt in the User's E-Banking mailbox and are no longer available electronically upon expiry of this period. Possible reordering may incur costs.**

#### **6. Deactivation**

The client may instruct the Bank at any time to deliver the bank records of one or more banking transactions to him or his authorized person exclusively in hardcopy form again. In this event, the Bank will, within a reasonable period of time, deliver the bank records to the User in hardcopy form again. The client acknowledges that the electronic bank records already made available by the Bank to the User are deemed to have been received.

#### **7. Conditions/Fees**

The ordering of additional bank records in hardcopy form or electronically is subject to fees. The fees for these services to be performed by the Bank are charged in accordance with the currently applicable price list. Modifications and adjustments of these fees will be communicated by appropriate means, e.g. as an electronic notification in E-Banking, and are deemed to be accepted if no written objection is received within 30 days from notification but in any event upon the next use of the E-Banking services

#### **8. Modification of the Conditions**

The Bank reserves the right to modify these conditions at any time. Such modification will be communicated by circular or by other appropriate means, e.g. as an electronic notification in E-Banking, and is deemed to be accepted if no written objection is received within 30 days from notification but in any event upon the next use of the E-Banking services.

Effective as of 1 January 2017