

# SPECIAL CONDITIONS REGARDING THE USE OF EFG-PRIVATE NETWORK

As a supplement to the "General Conditions of EFG Bank" regarding the use of the banking services of EFG, the e-banking facility called "EFG-Private Network" is subject to the following special conditions:

## Access to the EFG-Private Network Services

1. All persons identified as users according to the "logon procedure" are authorised to have access to the EFG-Private Network services. The elements necessary for successful logon are:
  - The Username
  - The Password
  - The number displayed on the "SecurID" card
2. The password is determined by the client and/or by the person with authorised access, and indicated in the enrolment form of EFG-Private Network and/or in the Third Party Authorisation. The password must be modified by the authorised user when using the service for the first time.
3. On signature of the enrolment form, the client confirms that he/she is aware of the risks involved in the logon procedure (for example: fraudulent use or user blockage following errors), and that he/she assumes these risks. At the same time, the client confirms that he/she is aware of the risks involved with the use of public networks such as the Internet.
4. EFG is authorised to receive Internet orders through EFG-Private Network, which is considered to be "any other means of communication" according to article 6 of the General Conditions of EFG Bank.
5. Whoever has been duly identified according to the logon procedure described in point 1 is considered by EFG to be an "authorised user". Within the limits of the conditions stipulated in the enrolment form and/or in the Third Party Access form, and without any additional monitoring procedure by EFG, each user and/or the third party authorised user may have access to the EFG Private Network services.
6. The client confirms without reserve, and regardless of any regulations to the contrary, the validity of all transactions executed by EFG based on orders transmitted via EFG-Private Network by an authorised user. Furthermore, the client also confirms without reserve and regardless of any regulations to the contrary that he/she is bound by all instructions and communications transmitted to EFG via EFG-Private Network by an authorised user.
7. EFG reserves the right to deny, at its discretion, use of EFG-Private Network, or to request that the authorised user provide additional identification. EFG is under no obligation to justify such action.

## Stock Market Orders

8. The client and/or the authorised user is aware of the fact that the processing of stock market orders is dependent on various financial intermediaries, as well as the time difference and opening hours of the different stock exchange locations and EFG offices.
9. EFG declines all responsibility for any orders not executed within the fixed deadlines and for any damages incurred, except in the event of serious fault on the part of EFG.

## Due Diligence

10. The client and persons authorised by the client are under the obligation to keep secret the means of identification associated with the logon procedure in order to prevent fraudulent or abusive use. In particular, the different means of identification (e.g. Password and User ID) must be kept separately and should never be stored electronically. The client bears all responsibility for damage resulting from the abusive use of EFG-Private Network by persons authorised by the client. The client is equally responsible for ensuring that all persons authorised by him/her to have access to EFG-Private Network respect the general and special conditions of EFG.
11. The client is aware of the inherent risks involved with online services (confidentiality, computer viruses, third party access). The client commits to take all necessary security measures and assumes all risks connected to non-authorised, incorrect or fraudulent use of EFG-Private Network.
12. Should there be any doubt as to the confidentiality of the means of identification, it is the responsibility of the client and/or all authorised persons to immediately remedy the situation by informing EFG by telephone followed by a written confirmation.

13. The client or authorised person is under the obligation to inform EFG without delay of the loss, theft or disappearance for any other reason of the SecurID card so that EFG may take adequate measures.
14. If for any reason the client is unable to notify EFG in a timely manner of an impending risk or potential abuse of EFG-Private Network, it is his/her responsibility to block the access to the services (see below point 21).

### **Exemption from Responsibility of the Bank**

15. EFG assumes no responsibility for the accuracy and completeness of the data and information accessible to the client through EFG-Private Network (account and deposit information, transactions, market rates, exchange rates, etc.). Furthermore, EFG cannot guarantee that the information available reflects the reality of the situation at the moment of consultation, in particular taking into account the time necessary for the execution of transactions.
16. Except when otherwise stipulated, the information accessible to the client through EFG-Private Network does not constitute binding offers on the part of EFG.
17. EFG declines any responsibility for damages incurred by the client as a result of technical deficiencies (transmission errors, network overload, interference, maintenance, unauthorised third party access, etc.). Furthermore, EFG assumes no responsibility for damages caused to the client's or authorised user's equipment or the data stored therein.
18. EFG is not responsible for providing any material or equipment required for the use of the service, nor is EFG responsible for ensuring the proper installation or functionality of the said material and equipment. EFG declines any responsibility linked to the downloading or use of software by the client or authorised user.
19. If EFG has any doubt as to the reliability of the security measures, EFG has the liberty to interrupt the services of EFG-Private Network. EFG will not bear any responsibility for direct or indirect damages that may result from such interruption.
20. The use of EFG-Private Network services outside Swiss territory may be subject to foreign legislation (encryption methods, import and export restrictions etc.). It is the user's duty to obtain the necessary information and EFG declines any responsibility for damages caused by the use of EFG-Private Network services from other countries.

### **Blockage of Access to EFG-Private Network Services**

21. A user blocks access to EFG-Private Network services by inputting the wrong password 3 times. The access may only be reinstated through written request of the client.
22. EFG may also block the access to EFG-Private Network services without providing motives or preliminary warning, in the event that EFG considers that the measure is justified in its own opinion. EFG assumes no responsibility for any damage incurred, including loss of profit.

### **Banking Secrecy**

23. All client information is protected by the current Swiss legislation on banking secrecy, whereby the coverage is limited to Swiss territory. The client is aware of the fact that the Internet network is an open one and that any data transmitted may migrate beyond the borders.

### **Fees**

24. EFG may charge fees for certain EFG-Private Network services according to a rate variable at any time. The respective services and fees are communicated to the client in advance. EFG is authorised to debit the said fees from the client's account.

### **Amendment to the Services**

25. EFG may freely amend or update the present conditions as well as the services provided. All amendments are communicated to the client in writing or by electronic mail. In the event of the lack of written opposition by the client within 30 days from the date of the notification of the amendment, it is considered as approved. In the same way, the use of the EFG-Private Network services beyond the date of notification of an amendment to the conditions or services is in conjunction with the acceptance of the said amendment. It is the client's sole responsibility to inform the authorised user of these modifications.

### **Cancellation**

26. Both the client and EFG have the right to cancel in writing the use of EFG-Private Network at any time and without prior notice.

### **Governing Law and Jurisdiction**

27. All relations between EFG and the client and/or the authorised user shall be governed exclusively by Swiss law.
28. The place of performance of EFG's obligations and of the obligations of the client and/or the authorised user as well as the place for proceedings under the Swiss Federal Debt Collection and Bankruptcy Act against clients domiciled abroad is the address of EFG in Geneva.
29. Any dispute between EFG and the client shall fall exclusively within the jurisdiction of the courts of the canton of Geneva, subject to the right of appeal to the Swiss Federal Court. However, EFG reserves the right to bring action against the client and/or the authorised user in any other competent court, in particular at the client's place of domicile, in which case solely Swiss law remains applicable.
30. For the purpose of proceedings under the Swiss Federal Debt Collection and Bankruptcy Act or any action in court, the client, if domiciled abroad, hereby elects domicile at the address of EFG in Geneva.

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