

# TERMS OF BUSINESS

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## 1 Private eBanking Terms of Business

These Private eBanking Terms of Business govern the provision to You of the Private eBanking Service. The Private eBanking Service is the service We provide to enable You to access and view your Account(s) and to provide instructions to Us using a computer or other device linked to the Private eBanking Service.

These Private eBanking Terms of Business are divided into two parts as follows:

**Part A:** those that apply to all Your Accounts and services where You access them through the Private eBanking Service; and

**Part B:** those that apply in addition where you access the Private eBanking Service through an App on Your smartphone, tablet or similar device.

These Private eBanking Terms of Business apply together with the General Terms and Conditions, the Privacy & Cookies Policy, the User Authority Form and any other legal terms set out on the Private eBanking Website and the App. In the event of a conflict between these Private eBanking Terms of Business and any other above-mentioned document, these Private eBanking Terms of Business shall prevail.

## 2 Definitions

Capitalised terms used in these Private eBanking Terms of Business shall have the meanings ascribed to them below:

**Account** or **Accounts** means the eligible account or accounts referred to in Clause 4 below;

**Accepted** means that We have received, and will take steps to act on, Your Instruction to make a payment provided it is not Waiting Approval;

**Accept** shall be construed accordingly;

**App** has the meaning set out in Clause 22 below;

**App Services** means the Private eBanking Services set out in Clause 24 below;

**App Terms** means the terms of business set out under Part B below, as defined in Clause 22 below;

**Business Day** means any day except Saturdays, Sundays and public holidays in Geneva and Zurich;

**Client System** means the computer hardware and peripherals used by any User to use the Private eBanking Service;

**Device** has the meaning set out in Clause 22 below;

**Executed** means that We have completed acting on Your Instruction; this does not mean that the beneficiary bank has completed acting on Your Instruction;

**Execute** shall be construed accordingly;

**Instruction** or **Instructions** have the meaning set out in Clause 7(2) below;

**Loss** or **Losses** means losses, claims, liabilities, damages, costs and expenses, taxes, imposts and levies, whether direct or indirect, howsoever arising or caused;

**Mobile and Tablet App Terms** means the App Terms;

**Normal Banking Hours** means between 9am and 5pm CET on a Business Day;

**Private eBanking Charges** means the fees and charges payable by You in connection with Your use of the Private eBanking Service;

**Private eBanking Charges Schedule** means the schedule setting out the Private eBanking Charges;

**Private eBanking Helpdesk** means the helpdesk for the Private eBanking Service accessible by telephone as displayed on the Private eBanking Website and the App;

**Private eBanking Service** means the eBanking service provided by Société Générale Private Banking (Suisse) SA and governed by these Private eBanking Terms of Business, including some or all of the services referred to in Clause 3(b) below;

**Private eBanking Website** means Our website for the provision of the Private eBanking Service;

**Processed** means that We are taking steps to act on Your Instruction;

**Process** shall be construed accordingly;

**Secure USB Device** means the security device provided by Us or Our licensors to you containing software and identity management credentials that, together with your Security Codes, enables you to securely access the Private eBanking Service;

**Security Codes** means the activation codes, user identification and password to gain access to the Private eBanking Service, as modified from time to time;

**Supplied Software** means the software provided by us or Our licensors to enable you to use the Private eBanking Service;

**Tutorials** means the tutorials accessible through the Private eBanking Website and the App;

**User** means any individual who You authorised to access Your Account(s) and use the Private eBanking Service in respect of Your Account(s) in accordance with any User Authority Form; for the avoidance of doubt, depending on Your instructions under any User Authority Form, You may or may not be a User;

**User Authority Form** means the “User Authority Form”, “User Authority Form – Supplementary Form” and/or “User Authority Form – Amendment Form”, as applicable, completed and signed by You and/or the User and filed with Us from time to time;

**User Guide** means the user guide referred to in Clause 5 below;

**Virus** means, without limitation, any malicious code, Trojans, worms and viruses, lock, authorisation key or similar device that impairs or could impair the operation of the Supplied Software and/or Private eBanking Service;

**We** means Société Générale Private Banking (Suisse) SA;

**Our** and **Us** are to be construed accordingly;

**Waiting Approval** means that the Instruction requires additional approval before We can Accept it (for example, the other joint account holder may need to approve it, if a third party has made the Instruction it may require Your approval, or if an Instruction is made through the App Services it may require Your approval through the Private eBanking Website);

**You** means the Client as defined in the General Terms and Conditions and Conditions and either joint account holder in the case where an account is held jointly;

**Yours** and **Yourself** are to be construed accordingly.

## | PART A: Private eBanking Service Terms and Conditions of Use

### 3 Setting Up and Using the Private eBanking Service

#### (a) Use of the Private eBanking Service

- (i) In order to access the Private eBanking Service, You first need to have an Account with Us. You then need to sign up and be approved for the Private eBanking Service in accordance with Our registration requirements as applicable from time to time. Please contact Us to do so.
- (ii) Once registered, We will send You Your Security Codes and Secure USB Device enabling Us to identify You and for You to access the Private eBanking Service.

#### (b) Private eBanking Services

You can use the Private eBanking Service to carry out the operations set out below. Please note that this list is not exhaustive:

- view the balance on Your Account(s);
- view transactions on Your Account(s);
- execute cash transfers between Your Accounts;
- submit an order to make payments to someone else’s bank account which may be outside Switzerland;

- set alerts and notifications by email or SMS;
- download accounts' statements and portfolio valuations.

As set out in Clause 4 below, not all accounts are capable of receiving the services referred to in this sub-clause 3(b). Please contact Us to determine which of Your accounts are capable of receiving such services.

(c) Seeing the Accounts of other Account holders

Provided relevant User Authority Forms are executed by the relevant account holder, You can set up the Private eBanking Service to view and operate Accounts of other account holders and/or allow third party individuals to view and/or operate Your Accounts. Please refer to Clause 17 below for more information.

(d) Cross Border

In accordance with Swiss cross border regulations, We restrict access to Private eBanking Services to residents of certain jurisdictions only. Therefore, You may not be eligible to use the Private eBanking Services even if You hold an eligible Account pursuant to Clause 4 below. We further reserve the right to terminate Your access to Private eBanking Services at any time without notice for regulatory compliance purposes. In no circumstances are Private eBanking Services available to United States citizens or to any person located within the United States.

#### 4 Eligible Accounts

The Private eBanking Service can be used only with certain types of bank accounts. We can advise You as to which account(s) is/are eligible for use with the Private eBanking Service.

By applying for Private eBanking Services, You agree that Private eBanking Services will be made available to You in relation with Your Accounts including Accounts which you hold with another person. Subject to Clause 3 above, Private eBanking Services may also be made available to You in relation with Accounts of third parties in accordance with any relevant User Authority Form issued by any such third party pursuant to Clause 17 below.

#### 5 User Guide

A User Guide in relation to the operation of the Private eBanking Service will be included in Your welcome pack and will include (among other things) information about how to access the Private eBanking Service. It is important that You follow all relevant guidance when accessing and operating the Private eBanking Service.

We may from time to time advise You of changes to the way in which You should access or operate the Private eBanking Service and it is important that You take account of any such changes.

#### 6. Your Responsibility for Security

In order to help preventing unauthorised persons accessing information concerning the Accounts and giving instructions on the Accounts, it is very important that You follow the security procedures set out in this Clause.

(a) General

Once You have logged on to the Private eBanking Service, You must not leave Your computer or other device unattended or let anyone else use Your computer or other device.

Once You have finished using the Private eBanking Service, You must log out of the portal and, in particular, ensure that the Private eBanking Service is not running in the background whilst logged in.

You must follow all security measures relating to the use of Your computer or Device or operating system as provided by Your computer or Device or operating system manufacturer/provider.

We are not obliged to monitor Your use of the Private eBanking Service for any failure by You to carry out Your obligations under these Private eBanking Terms of Business, including Your security duties under this Clause, or to notify You of any such failure.

You must comply with any other requirements which are designed to protect the security of Your use of the Private eBanking Service and which are set out in the User Guide and any other material We

provide to You (such as and the Tutorials) or which are otherwise notified by Us to You from time to time.

(b) Secure USB Device

In order to identify You as a User and enable You to access the Private eBanking Service, We will provide You with a Secure USB Device. You must take all reasonable steps to ensure that Your Secure USB Device is kept safe so as to prevent fraudulent use thereof.

(c) Security Codes

In order to identify You as a User and enable You to Use the Private eBanking Service We will provide You with Security Codes and then You will need to set Your own Security Codes.

If You choose to authorise another person to operate Your Accounts in accordance with Clause 17 below, We will provide any such person with his/her own Security Codes and Secure USB Device enabling any such person to use the Private eBanking Service.

(d) Use of Security Codes

In relation to each of Your Security Codes:

- (i) You must change Your Security Codes each time We require You to do so and You must not choose a Security Code which is the same as that which it is replacing;
- (ii) whenever You choose a Security Code, this needs to be a combination of numbers and letters but not those which are likely to be guessed by anyone trying to access the Private eBanking Service by attempting to impersonate You (e.g. any part of Your own or a family member's birth date, a child's name or initials or any part of Your telephone number);
- (iii) You must take all reasonable steps to ensure that Your Security Codes are kept secret so as to prevent fraudulent use;
- (iv) You must not disclose details of any part of Your Security Codes to any other person; and
- (v) You must not record any part of Your Security Code in a way in which it is capable of being recognised as a means of accessing the Private eBanking Service by any other person. If any part of Your Security Code is provided by Us to You in writing, You must read it and then destroy it immediately.

(e) Misappropriation of Security Codes or loss of Secure USB Device

If You become aware that Your Security Codes (or any part of it) is known to someone else or You lose the Secure USB Device, You must notify Us immediately.

To notify Us during Normal Banking Hours, please call Us. To notify Us outside Normal Banking Hours or where You are unable to contact Us, please call the Private eBanking Helpdesk using the details contained in the User Guide. We may suspend Your use of the Private eBanking Service until replacement Security Codes have been received by You and activated.

(f) Unauthorised transactions

If You become aware of any transactions on your Accounts (or any of them) which have not been validly authorised (and it is, therefore, possible that your Security Codes may be known to someone else), You must notify Us immediately.

To notify us during Normal Banking Hours, please call Us. To notify Us outside Normal Banking Hours or where You are unable to contact Us, please call the Private eBanking Helpdesk using the details contained in the User Guide.

(g) Unauthorised access

- (i) Save where You have expressly authorised another person to access and operate Your Accounts through the Private eBanking Service, You must not allow anyone to operate the Private eBanking Service on Your behalf using Your Security Codes.
- (ii) You must not leave the Client System unattended while You are connected to the Private eBanking Service.
- (iii) You must not access the Private eBanking Service from any computer or electronic device which is not connected to a secure network. It shall be Your responsibility to ensure that such network is secure and that nobody other than Yourself, or those authorised by You to use the Private eBanking Service, is able to observe or copy Your Security Codes or otherwise access the

Private eBanking Service by attempting to impersonate You. We shall not be liable for any Losses suffered or incurred as a result of a breach of this sub-clause 6(g)(iii). In addition, if (a) your anti-virus software is not up to date; or (b) You are aware that the Client System and/or the Device has been compromised (e.g. hacked), You must not use the Private eBanking Service and, importantly, You must not make any transactions, and You must notify Us immediately.

To notify Us during Normal Banking Hours, please call Us. To notify Us outside Normal Banking Hours or where You are unable to contact Us, please call the Private eBanking Helpdesk using the details contained in the User Guide.

- (iv) We will automatically log You out of the Private eBanking Service after 20 minutes of inactivity. You can adjust the time period before We automatically log You out up to a maximum of 60 minutes.

If You become aware of any access to Your Private eBanking Service that was not done by You or someone formally authorised by You (and it is, therefore, possible that Your Security Codes may be known to someone else), You must notify Us immediately.

To notify Us during Normal Banking Hours, please call Us. To notify Us outside Normal Banking Hours or where you are unable to contact Us, please call the Private eBanking Helpdesk using the details contained in the User Guide.

## **7 Your Authority to Us to Carry Out Your Instructions / Authenticated Instructions and How These are Carried Out**

### **(1) Your authority to Us**

When using the Private eBanking Service, You agree that for the purposes of granting authorisation to Us to carry out Your instructions:

- (a) in the case of using the Private eBanking Service on Your smartphone, tablet or similar device, the use of Your Security Codes is sufficient identification of You when You are using the Private eBanking Service and in all other cases that the use of Your Security Codes and Secure USB Device is sufficient identification and sufficient authentication of instructions;
- (b) if You hold any Accounts jointly with another person, Your signing of the User Authority Form in connection with that joint Account will evidence whether either, both or none of the joint Account holders may use the Private eBanking Service, and the use of the relevant Security Codes and/or Secure USB Device as set out in (i) above is sufficient identification and sufficient authentication of instructions;
- (c) if You have authorised another person to use the Private eBanking Service in connection with your Accounts, the use of that person's Security Codes and/or Secure USB Device as set out in (a) above is sufficient identification and sufficient authentication of instructions. We are entitled to act on the electronic instructions of that person when such person uses the Security Codes and/or Secure USB Device (as set out in (a) above) without obtaining any further written or other confirmation from You even if those instructions are not actually given by You or, as the case may be, a joint Account holder or another person authorised to use the Private eBanking Service in connection with your Account(s). We will have no liability to You under any circumstances, for acting on the instructions of a person You have authorised under a User Authority Form, unless such person acts outside the authority You defined under the User Authority Form and We acted on those instructions. Please note there are different levels of authority You can give to another person – these are set out in the User Authority Form;
- (d) We may carry out certain checks on transactions on Your Accounts as part of Our financial crime prevention measures or in connection with sanctions or embargoes. In connection with this, We may ask You to re-confirm a payment and will inform You when this is the case. Our financial crime prevention measures may lead to a payment being delayed and We will only make the payment where We are satisfied that appropriate internal checks have been completed in relation to the payment.

### **(2) How payments are carried out**

You can select to carry out a number of different types of payments through the Private eBanking Service including:

- internal transfers
- external domestic transfers
- external international transfers

- red Swiss postal payment slips
- orange Swiss postal payment slips

We call these 'Instructions'.

'Domestic' Instructions refer to payments within Switzerland. 'International' Instructions refer to payments between the domestic location and a non-domestic location.

Clause 2 of the General Terms and Conditions applies to these Instructions save as set out below:

- (i) Your Instructions will be Accepted on the next Business Day if You submit them to Us after the cut-off time displayed on the payment screen of the Private eBanking Website or App. If You do not submit Your Instruction before the cut-off time, We are not liable for any resulting delay in processing Your Instruction.
- (ii) We may be unable to Process or Execute any international payment should any payment restrictions, such as sanctions, exist with respect to the country into which payment is being made or in relation to the currency being used. We may also be unable to Accept any Instructions or Process them if there are any financial crime concerns in relation to the recipient of the payment.
- (iii) When You select a 'payment date', this is the day Your Instruction will be sent to Us to act upon. It may not be the day We accept it (if it is Waiting Approval) or the day We Process it.
- (iv) If You wish to effect a transaction in a foreign currency available through the Private eBanking Service, You must select the code for the currency in which payment is to be made. Should You have any questions concerning the association of such codes to currencies, please contact Us.

## 8 Acting on Your Instructions

Please refer to Clause 2 of the General Terms and Conditions for the circumstances in which We will act on Your instructions.

### (a) Unauthorised overdrafts

You agree that You will not use the Private eBanking Service to create an unauthorised overdraft on any Account and We may refuse to accept any Instruction which would have that effect. It is Your responsibility to ensure that unauthorised overdrafts are not created and You must not rely on the operation of the Private eBanking Service to prevent this occurring. In particular, You should note that cheques or other payment Instructions You have given (including debit instructions which You give through the Private eBanking Service) are not processed automatically so may take time to clear and may not, therefore, always be immediately reflected in the balance on Your Accounts.

### (b) Irreversible payments

You agree that, upon receipt of payment Instructions given under the Private eBanking Service (as set out in Clause 7 above) in relation to any Account, We shall be entitled to debit that Account with the amount of the payment and any Private eBanking Charges payable to Us (or third parties if applicable) in respect of the transaction to which the Instruction relates. You acknowledge that, once an Instruction has been given through the Private eBanking Service, unless the Instruction is for a future payment date, it shall be irreversible and We shall be under no obligation to take any steps to reverse it. You agree that We shall not be obliged to accept any Instruction on the Private eBanking Service which is conditional or reversible or which requires that any party receives payment from Us sooner than We are able to effect such payment in accordance with Our normal banking practices. After You have given an Instruction to Us, only if it relates to a payment to be made in the future, You may subsequently contact Us to cancel it, but We shall do so only to the extent that We are able to in accordance with the rules and established practices of the banking system. You shall be liable for any resultant costs incurred by Us or Losses which You incur.

### (c) Alterations to Instructions

You must not use any electronic mail message service or any free-form message section of a specific electronic form to qualify or amend Instructions that You give through the Private eBanking Service. We are entitled to refuse to carry out any Instruction where We reasonably consider We are justified in doing so including (without limitation) where We reasonably consider the instruction ambiguous, suspicious, unclear, in conflict with an existing instruction, impossible to effect or would result in an unauthorised overdraft.

### (d) Cancellation requests

If You request the cancellation of a standing order, please inform the person You are paying that You have cancelled the standing order and arrange an alternative payment method.

If You request the cancellation of a standing order, and Your cancellation request is made after the cut-off time as shown on the payment screen, We may not be able to stop the payment of the standing order where it is scheduled for the next Business Day and We will not be liable to You for making this payment.

The Private eBanking Service does not have a facility to enable You to inform Us if You need a particular instruction to be carried out by a certain time. If You need an instruction carried out by a certain time, please call Us. Additional fees may apply in these circumstances.

## 9 Joint Accounts

Please refer to the Joint Account Agreement for how We accept instructions in relation to joint Accounts.

For the purposes of the Private eBanking Service, You agree that, in respect of any Account with Us which You hold jointly with another person, the person which either of the joint Account holders has told Us may use the Private eBanking Service in connection with that Account can:

- (a) operate and give instructions in respect of that Account using the Private eBanking Service and that the General Terms and Conditions shall apply to such use. This shall apply whether or not You have requested and received the Security Codes and are registered to use the Private eBanking Service Yourself; and
- (b) validly give instructions through the Private eBanking Service in respect of that Account. The authority You give Us in this Clause overrides any existing arrangements in respect of the authority as to who may operate any joint Account (including any provision that no joint Account holder acting on their own may issue an instruction); and
- (c) only make a payment which requires two signatories where another joint Account holder has also authorised Us to make the payment. We are not liable for any delays in processing and executing a payment resulting from the failure of one or more of the joint Account holders to correctly authorise a payment requiring two signatories to authorise it.

## 10 Availability of the Private eBanking Service

### (a) General Availability

The Private eBanking Service will generally be available for use 24 hours per day. Bank personnel is generally available during Normal Banking Hours. The Private eBanking Helpdesk is available between 9am-6pm CET on Business Days.

### (b) Suspension of Private eBanking Service

We may have to suspend the Private eBanking Service wholly or partly if We have to address technical or security problems and will use reasonable endeavours to restore the service as soon as reasonably practicable thereafter. We will notify You in advance if this occurs, unless the problem is urgent or there is an emergency (in which case We will notify You as soon as reasonably practicable thereafter). We will not be liable to You for the unavailability of the Private eBanking Service during such suspension.

Your use of the Private eBanking Service may, wholly or partly, be suspended if:

- (i) We have concerns about the security of the Private eBanking Service;
  - (ii) We suspect Your use of the Private eBanking Service has been fraudulent or is being conducted in an unauthorised way;
  - (iii) We are required by law or regulation to do so.
- (c) Change of Private eBanking Service

You acknowledge that We may change the functionality of the Private eBanking Service, including its features and how it works, without having recourse to You or to obtain Your prior consent.

### (d) Incorrect log-in attempts

If You enter Your log in details incorrectly 3 consecutive times, Your Secure USB Device will lock. When this occurs, You need to contact Us for assistance.



## 11 Software and Hardware Used to Access the Private eBanking Service

(a) Compatibility of software

We, or a third party chosen by Us, will provide You with the Supplied Software and the Secure USB Device to enable You to access and operate the Private eBanking Service. It is Your responsibility to ensure that the Supplied Software and the Secure USB Device is compatible with any Client System and You should back up all of Your important data before installing any Supplied Software or connecting the Secure USB Device to Your computer.

(b) Protecting against computer Viruses

You must take all reasonable practicable measures to ensure that any Client System through which You access the Private eBanking Service is free of any computer Virus and otherwise adequately maintained to help ensure that You can use the Private eBanking Service safely and without interruption. As the Private eBanking Service can be accessed through the Internet and this is a public system over which We have no control and which is susceptible to Viruses, security breaches and other incursions by unauthorised third parties, any computer or other device you use to access the Private eBanking Service must have adequate, up to date anti-Virus protection software installed on all such devices.

(c) Use of other people's equipment

You must not access the Private eBanking Service using any computer or other device which You do not own, unless You have first obtained the permission of the owner. You will be responsible for all Losses suffered or incurred by Us as a result of Your breach of this requirement. We cannot accept responsibility for computers and other equipment (such as mobile or tablet devices or routers or other networking equipment) which You use to access the Private eBanking Service.

(d) Access through the services of third parties

We are not liable for the services of third parties which are used to access the Private eBanking Service which are beyond Our reasonable control (such as the services of Your email or Internet service provider or the network operator of Your mobile phone). We cannot guarantee the availability of such services and shall not be liable for any Loss which You suffer as a result of Your reliance on them to access the Private eBanking Service.

You must comply with all terms of business applying to any such service and pay any charges in connection with each such service. You must compensate Us for any Loss We suffer as a result of You using any such services.

(e) Ownership of Supplied Software, Secure USB Device

Where We provide the Supplied Software and the Secure USB Device, We grant You a non-exclusive, non-transferable, terminable licence to use the Supplied Software and the Secure USB Device for the purposes of accessing the Private eBanking Service and for no other purpose. You acknowledge that the Supplied Software and the Secure USB Device and all other material and information We provide to You (such as the User Guide and the Tutorials) contains proprietary information which is valuable to Us and You acknowledge that We own the Secure USB Device.

You must keep all such material and information confidential at all times and upon the termination of Your use of the Private eBanking Service You must promptly return to Us or destroy all such material as directed by Us. You agree that You will not use such material other than in connection with Your operation of the Private eBanking Service and that You will not take copies of them, sell, assign, lease, sub-license or otherwise transfer or disclose them to any third party and further that You will not attempt to decompile or reverse engineer any of the Supplied Software or the Secure USB Device. However, You may make a copy of the Supplied Software if it is necessary so as to allow You to access the Private eBanking Service from a different Client System from which You shall access the Private eBanking Service.

(f) Accessing the Private eBanking Service from abroad

We use encryption techniques which may be illegal in jurisdictions outside Switzerland. If You wish to use the Private eBanking Service when You are outside Switzerland, it is Your responsibility to ensure that Your ability to use the Private eBanking Service is permitted by the local laws of any country from which You effect such access and We shall not be liable for any Losses suffered by You

as a result of Your not being able to use the Private eBanking Service in such other countries. This includes obtaining the approval of any authority which may be required for the export to such country of the Supplied Software and the Secure USB Device and, in particular, the encryption software which they may contain.

Where You use the Private eBanking Service in a country where such use is not permitted or otherwise authorised, and such use contravenes the local laws of the country from which access is effected, We shall not be liable for Loss or damage suffered by You or anyone else as a result of such use.

(g) Accuracy of information

We will take reasonable care to ensure that any information provided to You through the Private eBanking Service is an accurate reflection of the information that We have in our computer systems or, where relevant, that We receive from third parties. In order to see the most up-to-date information available, You may need to refresh your screen from time to time. Where the accuracy or provision of the information provided via the Private eBanking Service is beyond Our reasonable control (such as where it is provided by a third party), We cannot guarantee that it is accurate or error free. This sub-clause 11(g) is without prejudice to the legal terms set out on the Private eBanking Website and the App.

## 12 Liability in Connection with the Private eBanking Service

This Clause details the liability in respect of the Private eBanking Service. This is in addition to Our liability to You in the General Terms and Conditions.

(a) What are We responsible for?

We are responsible for Losses You suffer as a result of Our gross negligence or wilful breach of these Private eBanking Terms of Business.

(b) What are We not responsible for?

We are not responsible for indirect Losses which happen as a side effect of the main Loss and which are not reasonably foreseeable by You or Us (such as loss of profits or loss of opportunity). In particular, the Loss for which We shall not be liable includes but is not limited to loss or damage resulting from:

- (i) any incompatibility between any Client System, the Private eBanking Service, the Supplied Software, or the Secure USB Device;
- (ii) any machine, system, communications or power failure, technical breakdown, industrial dispute or other events or circumstances beyond Our reasonable control leading to the total or partial unavailability of the Private eBanking Service or to instructions given under the Private eBanking Service not being acted upon promptly or at all;
- (iii) any reliance by You on financial information (e.g. the details of Account balances or the price of an investment) provided to You as part of, or by means of, the Private eBanking Service (this is in part because transactions are not necessarily processed and reflected in Your Account(s) immediately and, as arising out of the legal terms set out on the Private eBanking Website and the App, there are limits on the quality of information which We can supply);
- (iv) any misuse of Your Client System or the Secure USB Device by Yourself or any other person;
- (v) any access to information about Your Accounts that is obtained by any third party as a result of You or any person authorised to use the Private eBanking Service in connection with Your Accounts using the Private eBanking Service (other than where such access is obtained as a result of Our gross negligence or wilful default); or
- (vi) acting on Instructions, or failing to act on Instructions, in certain circumstances, as more particularly set out in Clauses 6(g)(iii), 7(1)(c), 7(2)(i), 8(b) and (d), 9(c) and 10(b), (d) and 11(f) of these Private eBanking Terms of Business.

(c) Your liability to Us

You will be responsible to Us for any Loss We suffer as a result of any fraudulent breach by You or where You intentionally or negligently fail to comply with these Private eBanking Terms of Business (including keeping Your Security Codes and Secure USB Device safe) or if You fail to notify Us in

accordance with Clause 6 above (including, without limitation, of the loss or theft or misappropriation of Your Security Codes and/or Secure USB Device).

### 13 Liability for Unauthorised or Incorrectly Executed Transactions

You must read Your statements carefully on receipt or when they are available online and tell Us immediately if there are any transactions that You do not recognise or if You think any payment You have authorised has been executed incorrectly.

We will not notify You in the case of a failure of a payment transfer carried out pursuant to Your Instructions. However, You may elect for a notification service and set such cases of failure as part of the email or SMS alerts You wish to receive.

Where You notify Us without undue delay (and in any event no later than 30 days after the date of the transaction) of any unauthorised or incorrectly executed transaction, We may be able to rectify it. Following notification that a payment transaction has been incorrectly executed, We will make immediate efforts to trace that transaction and notify You of the outcome.

We are not liable to You (which means You are liable) for:

- (i) any unauthorised or incorrectly executed transaction where You have failed to notify Us without undue delay, and in any event no later than 30 days after the date of the transaction, on becoming aware of any unauthorised or incorrectly executed transaction;
- (ii) any unauthorised transaction where You have acted fraudulently; and
- (iii) any unauthorised transaction where You have acted with intent or have been negligent in failing to comply with (a) Clause 6 above; or (b) using Your Security Codes and/or Secure USB Device in accordance with these Banking Account Terms.

Where You are liable (as set out above), You are also responsible for any resulting overdraft interest and charges (including Private eBanking Charges) that may be on Your Accounts with Us in relation to the unauthorised transaction or incorrectly executed transaction. We will make reasonable efforts to recover the funds involved in an incorrectly executed transaction for which You are liable and may charge You an amount reasonably corresponding to Our costs for any such recovery.

### 14 Ending the Private eBanking Service

- (a) Your right to end the service

You can end Your access to the Private eBanking Service at any time by contacting Us as set out in the User Guide. If You so request, We can advise You whether We may terminate Your access to the Private eBanking Service in relation to one or more particular Account(s) whilst continuing providing You with the Private eBanking Service in relation with (an)other Account(s), or whether We need to terminate Your access to the Private eBanking Service in relation to all of your Accounts in order to terminate Your access to the Private eBanking Service in relation to the particular Account(s) for which You want to terminate Your access.

- (b) Our right to end the service

Without prejudice to Clause 3(d) above, We can terminate Your access to the Private eBanking Service immediately without notice in the following situations:

- (i) in the event of Your death (if You are a natural person);
- (ii) in the event of bankruptcy proceedings having been brought against You (if You are a corporation);
- (iii) if You have seriously or persistently not complied with any of these Private eBanking Terms of Business;
- (iii) if We consider it necessary because there are continued concerns as to the security of Your use of the Private eBanking Service;
- (iv) if We consider that Your continued use of the Private eBanking Service may cause Us to:
  - 1. breach a law, regulation, code, court order or other duty imposed on Us; or
  - 2. be exposed to action or censure from any government, regulator or law enforcement agency,

for example, where You permanently move to another jurisdiction than the jurisdiction where You were domiciled when You were given access to the Private eBanking Service or where You access the Private eBanking Service from a jurisdiction other than Your jurisdiction of domicile and We are not permitted by the law of Your new country of residence or the country from which You access the Private eBanking Service to offer the Private eBanking Service into that country.

If You have authorised another person to use the Private eBanking Service in connection with Your Accounts and You notify Us that such person can no longer use the Private eBanking Service in connection with your Accounts, We shall terminate that person's right to use the Private eBanking Service in connection with Your Accounts. If You are a joint Account holder and You notify Us that Your joint Accounts cannot be operated on the basis of the instructions of just one joint Account holder, You will need to call Us as We will have to terminate both of the joint Account holders' rights to use the Private eBanking Service because it will no longer be possible to operate any joint Accounts through the Private eBanking Service.

If You are the person who has been authorised to use the Private eBanking Service in connection with the Accounts of another person or any joint Accounts, any such notification will mean that You are no longer able to use the Private eBanking Service in connection with the Accounts to which the notice relates.

For any other reason, We may terminate the Private eBanking Service by giving you at least 2 calendar months written notice.

Upon termination, You shall return the Secure USB Device to Us without delay or destroy the Secure USB Device as directed by Us.

Any termination of the availability to You of the Private eBanking Service will not affect instructions given through the Private eBanking Service before such termination.

Please refer to Clause 14 of the General Terms and Conditions for additional information regarding Our rights to end services available through the Private eBanking Service with You.

## **15 Communications with Us**

### **(a) Technical support**

For technical support, please refer to the User Guide or the Tutorials.

### **(b) Notifications to Us**

Except where these Private eBanking Terms of Business require You to notify Us by telephone or require notice in another form, any notice You give Us in respect of the Private eBanking Service should be in writing and sent to Us by post or personal delivery to Our address.

### **(c) Contacting You**

We will contact You using the most recent details given to Us for the purposes of the operation of your Accounts. It is important that You keep Us informed of any changes to Your contact information.

If We believe there is suspicious (including fraudulent) activity on Your Accounts, We may contact You by post, telephone (including mobile phone), email, mobile messaging or secure electronic messaging. If We contact you by telephone, We will always first verify Your identity before talking to you about the matter. If We contact You by any method of electronic communication (e.g. email, SMS) or by post, We will never ask You to provide Your account details, Security Codes or any other identification verification information.

Unless We specifically ask You to (for example, where the Private eBanking Helpdesk sends you an email), You should not reply to electronic communications (e.g. email, SMS) which We send or otherwise try to contact Us by these methods. We may not act on any messages received in this manner.

## **16 Important Information on the Operation of the Private eBanking Service**

### **(a) Accounts viewable**

The Private eBanking Service can only show details of Accounts held with Us and will not allow You to access details of accounts or investments held with any other members of Societe Generale Private Banking or the Societe Generale Group.

When downloading Accounts statements or portfolio valuations, You will leave the encrypted environment of the Private eBanking Service; depending on the format of the document into which You execute the download, this may or may not be notified to You on the screen.

(b) Joint Accounts

If You are a joint Account holder but are not authorised to use the Private eBanking Service in connection with the relevant joint bank Account, the total values for Your assets and account balances will not include information in respect of that joint Account.

Where You have any joint Account, you may be required to share the proceeds of that Account with Your fellow joint Account holder; however, please note that the Private eBanking Service will show the whole of the value attributable to such joint Account as belonging to You and will not show any individual entitlements.

(c) Updating Account information

Information made available to You through the Private eBanking Service about your Accounts and investments is not necessarily provided in real time.

Information about Accounts will generally relate to the position at the close of the preceding Business Day and certain transactions in respect of Your Accounts can require time to process and may not be immediately reflected in the balance.

Furthermore, any value given through the Private eBanking Service for the balance standing to the credit of an Account will not necessarily represent the value which You could immediately realise from such Account as there may be charges (including Private eBanking Charges) or other deductions that would need to be taken into consideration (e.g. loss of accrued interest or payment of a break fee when unwinding a fixed term deposit before the stated maturity date).

Information about investments in Your Accounts is usually dependent upon:

- (i) price information from third parties; and
- (ii) a price being available.

Such information may be out of date (e.g. because markets are closed or there is a general time delay). Additionally, any transactions in respect of Your investments may take time to be recorded in Your Account(s).

Furthermore, any value given for an investment through the Private eBanking Service will not necessarily represent the value which You could realise from any particular investment as the price used to calculate such value may be the mid-price (between the “buy” and “sell” prices in the market) quoted to Us and will not take account of any transaction costs, commissions or taxes. Please refer to the Legal Information and Fees tabs on the Private eBanking Website.

(d) Currency conversions

Where Your Accounts are denominated in more than one currency, the information about these Accounts will be presented with amounts shown in a valuation currency which You have previously agreed with Us. Where We have to convert amounts from the currency in which the relevant asset is denominated into the valuation currency, the rate used will be made available via the Private eBanking Service. The currency conversion rates quoted will generally be indicative rates which are updated twice daily.

Please note that this may not represent a rate which You could achieve in realising that asset (e.g. by selling it on an open market) and will not take into account any transaction costs or commissions that would be involved in such conversion.

(e) Security over assets

Where You have granted security to Us over certain of Your assets (about which You can obtain information through the Private eBanking Service), these will be known as collateral accounts. You will not be permitted to give Us instructions or to carry out any transactions on Your collateral accounts until such time as the security over the assets is removed. While the value of the assets will be shown in the Private eBanking Service, the value attributed to such assets will not reflect the

actual value as it does not take into account the reduction in value that will result from Our ability to share in the proceeds of the realisation of such assets.

(f) Authorised users

If You are a person authorised to use the Private eBanking Service in connection with the Account of another person, You will have access to information about the Account of that person even though You may not be entitled to all or any part of the proceeds of that Account. However, the Private eBanking Service will show the whole of the value attributable to such Account.

(g) Value of Your assets

For the reasons set out in this Clause 16, You should be aware that any information given to You in respect of Your Accounts via the Private eBanking Service is an indicative value only and does not represent the actual value which could be realised from the relevant assets at the time You are viewing such information.

## 17 Operating an Account on Behalf of Another through the Private eBanking Service

Where We have been notified by the Account holder of a particular Account that another person is authorised to use the Private eBanking Service in connection with that Account, that other person can access and operate that Account with Us on behalf of the holder(s) of that Account through the Private eBanking Service. In such cases, in the context of any communication with, request to or instruction to Us, the expressions “You”, “Your” and other like expressions shall be construed in these Private eBanking Terms of Business as referring to the persons authorising the use of the Private eBanking Service in connection with the relevant Account acting through the person, as Your representative, notified to Us as being authorised to use the Private eBanking Service in connection with that Account.

If You want to authorise another person (third party) to operate some or all of Your Accounts, You will need to fill in that third party’s details on the User Authority Form, which such third party will have to sign with You. **You will be responsible for the actions or omissions of the third party as if they were Your own.** Any amendment to the level of access to Your Account(s) by such third party or termination of any such access will require Your filling in and signature of a “User Authority Form – Amendment Form” (and of a “User Authority Form – Supplementary Form”, if applicable); the third party User will not be required to sign such forms where their access rights are removed.

Where You have authorised another person to access any Account through the Private eBanking Service, You may ask that person to use the Private eBanking Service to carry out a transaction which You wish to be effected. Whist any such transaction will of course be deemed given for Your account, We shall treat it as an instruction given by that other person for the purposes of Clause 7(1)(c) above.

## 18 Changes to these Private eBanking Terms of Business

Please refer to Clause 27 of the General Terms and Conditions for how We change these Private eBanking Terms of Business.

Please note that when You use the Private eBanking Service there are certain differences as to how We change these Private eBanking Terms of Business as follows:

- (a) personal notice is delivered to You by email to the address that You have given to us or by any other appropriate means;
- (b) following Our notification to You and at any time up to the date on which the change is due to take effect You may either: (i) indicate Your acceptance of the change in the landing page for logging onto the Private eBanking Service; or (ii) end Your use of the Private eBanking Service without cost;
- (c) if You do not tell Us that You want to end Your use of the Private eBanking Service before the implementation date of the proposed change, We will assume You have accepted the change and it will take effect on the date of the proposed change;
- (d) when You access the Private eBanking Service, You will be asked to confirm that You agree to these Private eBanking Terms of Business. It is important that you ensure that You carefully read these Private eBanking Terms of Business and any proposed variations that We have notified to You so that You can make an informed decision about whether You wish to continue to use the Private eBanking Service.

### 19 Data Protection

Please refer to Clauses 24 and 25 of the General Terms and Conditions for how We use Your personal information. When You use the Private eBanking Service, We may collect the following additional information about You: We may automatically collect and store certain information in server logs, including but not limited to Internet protocol (IP) addresses, Internet service provider (ISP), clickstream data, browser type and language, viewed and exit pages and date or time stamps which We use for internal reporting and audit purposes.

Additional information collected about You may be transferred to our providers in Switzerland and abroad for technical support purposes.

### 20 Cookies

Our Privacy & Cookies Policy is set out on the Private eBanking Website and the App.

### 21 Fees and Charges

When You use the Private eBanking Service You can find the applicable Private eBanking Charges by clicking on the Fees tab on each page of the Private eBanking Service. You can also request Our Private eBanking Charges Schedule in hardcopy at any time by asking Us.

## | PART B: Mobile and Tablet App Terms

### 22 General

Parts of the Private eBanking Service are available via an application installed on a smartphone, tablet or similar device (referred to as “**Device**”) as further described in Clause 24 below (referred to as “**App Services**”). The application is not available on all Device operating systems. You must check that Your Device is compatible with the Private eBanking Service application (referred to as “**App**”). The terms set out in this Part B of these Private eBanking Terms of Business are the “Mobile and Tablet App Terms” (referred to as “**App Terms**”) and they apply in conjunction with the terms in Part A of the Private eBanking Terms of Business, the General Terms and Conditions, the Privacy & Cookies Policy, the User Authority Form and any other legal terms set out on the Private eBanking Website and the App. In the event of a conflict between these App Terms and any other above-mentioned document, these App Terms shall prevail.

The Private eBanking Terms of Business apply to the App Services as if reference to the ‘Private eBanking Service’ was replaced by ‘App Services’ and reference to ‘these Private eBanking Terms of Business’ were replaced by ‘App Terms’.

The following people have rights under these App Terms:

- (a) You;
- (b) Us;
- (c) the supplier of the Device to which You have downloaded the App; and
- (d) the application store from which You downloaded the App.

To be able to use the App Services, You must:

- (a) be a registered User of the Private eBanking Service;
- (b) be located in a country in which We have the right to give You access to the Private eBanking Service (see Clause 3(d) above); and
- (c) comply with any registration requirements notified to You either at download of the App or in the User Guide.

### 23 Use of the App

We will provide to You the App Services and grant You a non-transferable non-exclusive licence to use the App and the data contained in it solely for the purposes of receiving the benefit of the App Services for

the period between the date on which You download the App and enter Your registration details and the date of termination of the licence to use the App by either You or Us.

The App and the data contained in it are the exclusive property of Us or Our licensors, the code is confidential, and You will have no licence, rights, title or interest in the App and the data contained in it or any other software or hardware or know how that We use to provide the App Services except as expressly set out in these App Terms.

If any person claims that the App infringes their intellectual property rights or We otherwise believe that the App may infringe the intellectual property rights of any person then We may modify the App to avoid such infringement or immediately suspend the App Services or terminate access to the App by notifying You by email to the address provided or by any other appropriate means.

## 24 App Services

The App Services provide access via a Device to certain Private eBanking Services as set out in the User Guide and any other support material provided by Us, in particular the Tutorials, as amended from time to time.

The App is provided “as is” with no warranty as to its functionality or availability or that it is error free. We will use reasonable endeavours to make the App Services available to You and will always provide the App Services with reasonable skill and care. However, there may be delays due to reasons beyond Our control, including without limitation:

- (a) the circumstances set out in Clause 12(b)(ii) above;
- (b) You not being in an area of mobile coverage; and
- (c) any unavailability of an application web store through which updated copies of the App can be downloaded.

The App Services operate in the same way as those offered through the Private eBanking Website except for the following differences:

- (a) neither You nor any third party You have authorised can make a payment through the App Services to a beneficiary that You have not previously made a payment to through the Private eBanking Website. This means that they are not a trusted beneficiary. If You give Us an Instruction through the App Services to pay to a non-trusted beneficiary, this Instruction will be “Waiting Approval” until this is confirmed through the Private eBanking Website. Please note that for trusted beneficiaries, payments will not need to be authorised once set up; and
- (b) neither You nor any third party You have authorised can set up or cancel a standing order or a standing order through the App Services. You may however cancel an Instruction previously submitted, unless the payment Instruction was submitted for a payment date within one Business Day, in which case the payment cannot be cancelled.

## 25 Customer Obligations

You will:

- (a) use the App Services only in connection with the types of Devices and other software, hardware and network connections as notified to You:
  - (i) by the third party web store (such as Apple App Store, Google Play or Windows Marketplace) from which the App has been downloaded; and
  - (ii) by Us.

Further information on the types of Devices and software that are compatible with the App Services and details of the specifications that are required to run the App Services is available here: [www.privatebanking.societegenerale.ch/en/ebanking/help/supportable-devices](http://www.privatebanking.societegenerale.ch/en/ebanking/help/supportable-devices).

- (b) install updates to the App when prompted to do so (failure to do so may result in the App Service being unavailable or not functioning);
- (c) comply with the terms of any third party application web store (such as Apple App Store, Google Play or Windows Marketplace) when using the services of such application web store to download the App. We are not responsible for the availability or any services offered by the application web store;



- (d) not use the App or App Services for any purpose which is unlawful, libellous, discriminatory, obscene or abusive.

## 26 Suspension

If the Private eBanking Service is suspended in accordance with Clause 10 above, We will also suspend your App Service.

## 27 Termination

You can terminate the App Services at any time.

We can terminate Your licence to use the App and the App Services immediately in the following situations:

- (a) in accordance with Clause 14 above;
- (b) if You have not used the App for 12 months, You will have to re-register in order to use the App again;
- (c) where You were not entitled to download the App;
- (d) if the App is withdrawn by the manufacturer of Your Device operating system or any intermediary;
- (e) if We stop supporting the App on Your Device or the operating system it runs on; or
- (f) if You stop holding any Account, product or service in respect of which the App may be used.

We will notify You immediately after We have terminated Your licence to use the App and the App Services. Upon termination of the App Services for any reason:

- (a) You must immediately remove the App from Your Device; and
- (b) immediately destroy all copies of the App (including all components of it in Your possession, for example desktop or cloud back-up copies); and
- (c) all rights You have in respect of the App will immediately end.

You must delete the App from Your Device if You change Your Device or dispose of it.

## 28 Security Obligations

You must not install or use the App on any Device or operating system that has been modified outside the vendor supported or warranted configurations, including on a jail-broken or rooted Device.

You must advise Us of any change to Your Device's mobile number as soon as reasonably practicable.

## 29 Support

We are responsible for the App and its content. Software providers such as Apple Inc, Google Inc, Microsoft Corporation or Blackberry Limited do not have any responsibilities or obligations to You in relation to the App and will not provide any maintenance and support services for the App.

In the event that there is any problem with the App and/or App Services, please contact Us and give Us a reasonable opportunity to resolve any problem. In seeking resolution of the problem, We would expect Your reasonable co-operation with Us at all times. Our complaints procedure is set out at Clause 5 of the General Terms and Conditions.

We may develop patches, bug fixes, upgrades and other modifications to the App (Updates). You agree that We may update the App without requiring any additional consent or action from You. If You do not want such Updates, Your sole remedy is to terminate access to the App and cease using the App Services altogether.

## PRIVACY AND DATA PROTECTION

### 30 Data Protection

Please refer to Clauses 24 and 25 of the General Terms and Conditions for how We use Your personal information. When You use the App or App Service, We may collect the following additional information about You:

- (a) Submitted information: information that You provide by filling in forms, either electronically or manually by hand. This includes information provided at the time of registering to use the App or any of the App Services. We may ask for information if You report a problem.
- (b) Additional information: if You contact Us, We may keep a record of that correspondence.
- (c) Device information: We may collect information about the Device or any computer You may use to download or stream a copy of the App onto Your Device, including, where available, the Device's unique Device identifiers, operating system, browser type and mobile network information as well as the Device's telephone number for system administration. We may associate Device information with submitted information and will treat the combined information as personal data in accordance with this policy for as long as it is combined.
- (d) Location information: when You use one of Our location-enabled App Services, We may collect and process information about Your actual location. Some of these App Services require Your personal data for the feature to work. If You wish to use the particular feature, You will be asked to consent to Your data being used for this purpose. You can withdraw Your consent at any time via the App's preferences.

The Client has read and understood, and agrees to, these Private eBanking Terms of Business.

(Document of 21 pages)

Date \_\_\_\_\_ Signature(s) \_\_\_\_\_

#### **SOCIÉTÉ GÉNÉRALE PRIVATE BANKING (SUISSE) SA**

##### **HEAD OFFICE**

Rue du Rhône 8, Case postale 5022  
CH-1211 Genève 11  
Tel. + 41 22 819 02 02  
Fax + 41 22 819 04 03

##### **ZURICH BRANCH**

Talstrasse 66, postfach  
CH-8021 Zurich  
Tel. + 41 44 218 56 11  
Fax + 41 44 211 64 16

[www.privatebanking.societegenerale.ch](http://www.privatebanking.societegenerale.ch)

Société Générale Private Banking (Suisse) SA is authorized and supervised by the Swiss Financial Markets Supervisory Authority (FINMA). It has for purpose the operation of a bank of business and management with Swiss and foreign, private and institutional, customers. Its activity takes place in Switzerland and abroad.