



TERMS OF USE FOR DIGITAL SERVICES

A. GENERAL TERMS AND CONDITIONS

1. Scope

These Terms of Use govern the current and future Digital Services made available by the Società Bancaria Ticinese SA (the Bank) through the Digital Channels that are accessed by means of the personal Digital Access Codes attributed by the Bank to each Digital User.

The Bank may, at its discretion, extend the use of additional Digital Services by the Digital User or exclude specific services from the Digital Channels.

The Bank may at any time include additional services and features in the Digital Services, including any related to additional products subscribed to by the Account Holder, or exclude services and functions previously offered in these Digital Services.

2. Definitions

'Digital Channels' is taken to mean the information systems, such as websites, online platforms or smartphone applications (apps), made available by the Bank to enable access to the Digital Services.

'Access Codes' is taken to mean the identification and legitimation data provided to the Digital User by the Bank, i.e. the number/name/other user identification (user ID), the password and the second authentication factor, the nature of which depends on the legitimation system employed by the Bank, e.g. a code sent by text message or email, generated by physical token, generated by a special app or contained in a checklist, as well as the identification procedure carried out on the Digital User's device by means of biometric elements such as fingerprint or facial recognition.

'Banking Relationship' is taken to mean a relationship with the Bank, such as accounts and/or deposits and includes any additional services or products subscribed to by the Account Holder, e.g. payment cards or online trading services.

'Digital Services' is taken to mean the ancillary services and features made available to Digital Users by the Bank through Digital Channels and accessed using Access Codes.

'myBancaria' is the name of the internet banking service by means of which all current and future accounts and deposits within the scope of the Banking Relationship can be accessed, account balances and movements can be consulted, payment orders can be managed, and bank documents deposited can be consulted.

'Account Holder' is taken to mean the holder of one or more Banking Relationships at the Bank, or a person or entity that has subscribed to banking services or products at the Bank (e.g. payment cards or online trading services) without holding a Banking Relationship.

'Attorney' is taken to mean the natural person, other than the Account Holder, who enjoys dispositive or viewing powers over one or more Banking Relationships at the Bank.

'Digital User' is taken to mean any natural person authorized to access the Digital Systems by means of a personal Access Codes and use the Digital Services on all Banking Relationships for which they have dispositive or viewing powers and to access other products and services for which the Bank has provided use on Digital Channels, e.g. in the form of payment cards or online trading services.

'EDP' or **'EDP system'** refers to the electronic data processing system.

3. Activating Digital Services

As a rule, unless otherwise decided by the Bank, the Digital Services and access to the Digital Channels are activated at the request of the Account Holder by means of the appropriate procedure provided by the Bank.

4. Digital Users' dispositive powers over Bank Relationships

The Digital Users' powers of disposition over Bank Relationships, within the scope of the Digital Services, are defined in specific documents signed by the Account Holder for that relationship.

5. Access to Digital Channels

The Digital Channels are accessed on the public internet. Access to and use of the public internet is the sole competence of the Digital Users, who assume all responsibility and risk, particularly for any consequences arising from any interception by third parties. The Bank does not procure, provide, or guarantee Digital Users' connection to the Digital Channels on the public internet or by any internet provider.

5.1. Technical requirements for access to the Digital Channels

The Digital Channels are available only if the devices and related software (operating systems, browsers, applications) used by the Digital User are compatible with the technical requirements established by the Bank. It will be up to the Digital User, at their own expense and under their own responsibility, to procure devices and install software and any updates to ensure continued compatibility with current technical requirements. The Bank reserves the right to change technical and compatibility requirements at any time and it will be the Digital User's responsibility to make updates and upgrades necessary to comply with any such new requirements.



6. Legitimation

The Bank shall consider that any Digital User who, at the time of use, has identified themselves by providing valid Access Codes is authorized to access and use the Digital Services. Any person who properly accesses the Digital Services by using valid personal Access Codes shall be deemed by the Bank to be authorized to access them, regardless of whether they are actually the person authorized to access the Digital Services or has been authorized to do so by the Account Holder. This also applies to accesses performed using biometric identification features using a mobile device (cf. Section 6.4), as well as to the process of setting up new legitimation systems implemented by the Bank.

Any transaction or activity performed subject to said legitimation in connection with the Banking Relationship or other products or services is ascribed to the relevant Account Holder, who irrevocably and without reservation accepts it as legally valid and absolutely binding.

The Bank is therefore expressly released from any further burden of control regarding the actual legitimation or authorization to access the Digital Channels and use the Digital Services. However, the Bank reserves the right to deny access to the Digital Channels, at any time and without giving reasons, and to require the Digital User to legitimate their access in some other way.

The Bank reserves the right to change the legitimation method at any time, particularly the second authentication factor.

6.1 Obligations to conduct diligence and protect the Access Codes and EDP system

Digital Users are required to keep Access Codes secret and protect them from any form of misuse, particularly by unauthorized third parties. Digital Users undertake to keep the Access Codes in an absolutely safe place. It is forbidden to write down or store the Access Codes on media of any kind.

Digital Users also undertake to take all possible and usual security measures aimed at protecting the devices and workstations used to access the Digital Channels or to generate or obtain the second authentication factor from tampering, misuse and eavesdropping, for example by installing updated versions of firewall and antivirus programs. This refers in particular to the electronic data processing system (EDP) and any data stored on that system. It is the duty of Digital Users to take account of any information regarding the security measures that need to be taken.

Should there be any suspicion that unauthorized third parties have become aware of such Access Codes, the Account Holder and any other Digital Users must immediately inform the Bank so that these Access Codes can be replaced. This obligation is imperative, in particular, in the following cases:

- blocking access to the Digital Services;
- suspicion that the Access Codes have been misused by unauthorized third parties;
- any or all of the Access Codes have been lost or stolen.

The Account Holder undertakes to ensure that these obligations and prohibitions are scrupulously observed, even by other Digital Users, and is entirely responsible for any and all consequences resulting from failure to comply with this duty of care and protection of Access Codes even by other Digital Users. The duty of secrecy applies to each and every Digital User, and the Account Holder is therefore also liable for any misuse of the Access Codes belonging to other Digital Users by any of the Digital Users.

6.2 Dispatching Access Codes

Upon activation of the Digital Services by the Bank, Access Codes are dispatched to Digital Users by mail or other communication channels, such as telephone, email, fax, SMS, online banking or mobile applications. Any communications relating to the second authentication factor are dispatched separately. Access Codes are dispatched in accordance with the instructions for processing correspondence, or using the contact details given to the Bank by individual Digital Users or by another procedure determined by the Bank, e.g. in a mobile device application. The procedure for retrieving Access Codes may include sending the password electronically to the telephone number or email indicated in the related form as part of the password retrieval procedure. If the Bank adopts new legitimation systems, in particular new systems for generating or communicating the second authentication factor, Digital Users in possession of valid Access Codes will be entitled to set up the new legitimation system themselves. It is the sole duty and entire responsibility of the Account Holder to take any measures in connection with the new legitimation methods as deemed necessary with respect to other Digital Users.

6.3 Changing passwords and Access Codes

When connecting for the first time, Digital Users are required to change any password provided by the Bank. They are also required to change their passwords regularly.

Should the Bank deem it necessary, notably for security reasons, it shall be entitled to change or replace the Access Codes, at any time and without prior notice.

In this event, the Bank shall promptly dispatch the new Access Codes to the Digital Users.

6.4 Biometric authentication

The Bank reserves the right to make apps available for compatible mobile devices (e.g. smartphones) that allow access to Digital Services and that provide the ability to log in using biometric authentication (e.g. fingerprint or facial recognition 'Face ID') without having to enter any additional authentication factors.

The Digital User will therefore be able to choose to activate identification by biometric factors on their mobile device. The Digital User confirms that they are aware that the biometric identity sensor on the mobile device and the related software are not provided by the Bank, but are developed and regulated by the device manufacturers and developers of the operating system in question. The Bank therefore makes no guarantees, expressed or implied, notably



any guarantee of quality, accuracy or performance, merchantability or fitness for a particular purpose with regard to the biometric identification technology installed on the Digital User's devices.

The Digital User further confirms that they know that the biometric data required for biometric authentication is stored locally on their device and that the Bank therefore does not have access to such data. The Bank does not guarantee that biometric authentication will be available at all times nor that it will work with all electronic devices, software or operating systems. The Bank reserves the right, without notice and at its sole discretion, to temporarily or permanently disable the ability to access the Bank's applications using biometric factor authentication. The Digital User undertakes to take all reasonable and customary security measures to prevent unauthorized or fraudulent use of the biometric authentication feature.

The Digital User undertakes in particular to take all necessary security measures in order to protect their device and login credentials and to ensure that no third-party biometric data is stored on that device. The Digital User shall duly inform themselves about the protection measures available on their device, follow the instructions and recommendations issued by the manufacturer of the mobile device or the developers of the specific operating system, and comply with the conditions of use and security recommendations issued from time to time by the Bank in relation to the specific Digital Channel made available to the Digital User.

7. Validity of authorization

The authorization to use the Digital Services granted to Digital Users is valid until revoked in writing by the Account Holder.

In the case of attorneys, proxies and representatives, revocation of the power of attorney or signing authority over a Banking Relationship implies revocation of the authorization to use the Digital Services for that Banking Relationship.

It is explicitly stated that, once granted, any authorization shall not expire on the Account Holder's death or loss of legal capacity to act, but shall remain in force until explicitly revoked, regardless of any entries in the Commercial Register or publications of any other kind.

Following revocation, the access tools received must be rendered unusable/unreadable and immediately returned to the Bank or uninstalled.

The Bank has the right to integrate the possibility for the Holder to manage authorizations independently into the functionalities of the Digital Channels.

7.1 Changes to information about Digital Users and Bank Relationships.

It is only possible for the Digital User to change the information they have provided to the Bank by notifying the Bank in writing or through the appropriate procedures, subject to the identification being verified according to the Bank's requirements. The Bank also reserves the right to integrate in the functionalities of the Digital Channels the possibility for the authorized Digital User to independently manage the changes to the information about the Digital Users and Banking Relationships within the system.

8. Intellectual property rights

The Bank grants the Digital User a non-transferable, non-assignable, non-exclusive, personal licence to use the Digital Channels and in particular apps owned by the Bank or for which the Bank is authorized to grant a licence by the owner of the intellectual property rights. Such licence is granted to the Digital User only for the use of the relevant Digital Services available and within the limits provided for under these general terms and conditions. Without prejudice to the rights that are licensed to the Digital User under these terms and conditions or to the rights of third-party licensors, the Bank reserves all rights pertaining to the Digital Channels and in particular the Bank's apps and websites used to provide the Digital Services. The Digital User acknowledges that any software required to access the Digital Channels other than the licensed software made available by the Bank, and in particular operating systems or browsers, belongs to third-party vendors and its use is governed by the contractual provisions of those third-party vendors.

The Digital User acknowledges that the Bank is not a party to the licensing relationship for such third-party vendor software and agrees to abide by the terms of use and licensing determined by the third-party vendors and to pay any licence fees directly to the third-party vendor. The Digital User acknowledges and agrees that, depending on the Digital Channel used and the mode of communication, data transmitted and received by its devices will be subject to the data and text charges determined by its service provider, whether mobile, fixed or Wi-Fi. The Digital User shall be solely responsible for paying any such charges and any other charges that may occur during the Digital User's use of the device and its connection to the network.

9. Availability of Digital Services

The Digital Channels and Digital Services are generally available round the clock, including public holidays. However, the Bank cannot guarantee unlimited access to the Digital Channels or uninterrupted use of the Digital Services. Moreover, the Bank reserves the right, at any time and with immediate effect, even without prior notice, to limit, block, suspend, modify and suppress the provision of the Digital Services in whole or in part, in particular for legal reasons, security reasons, periodic and occasional updates or technical maintenance, or whenever otherwise necessary, at its sole discretion. Under no circumstances can the Bank be held liable for any prejudice to the Account Holder, Digital Users or third parties.

10. Assistance

Digital Users' requests for assistance should be made to the Bank by telephone, email to the address provided with the Access Codes, or through other channels expressly arranged for this purpose by the Bank. To the extent possible, Digital Users undertake to send requests from the email address they have communicated to the Bank. In the case of requests otherwise received, the Bank reserves the right to verify the identity of the requester. However, the Bank is expressly released from any liability in connection with the possible use or manner of making such a verification, the risks of which are borne entirely by the Account Holder, who releases the Bank from any liability in this regard and irrevocably and without exception acknowledges that they themselves are fully liable for any consequences, penalties, or breaches arising, in particular, from the use of the Digital Channels and Digital Services by them and by other Digital Users authorized by them, including outside the territory of Switzerland. The Account Holder also undertakes to hold the



Bank harmless from any direct, indirect or consequential damage, burden, expense, or consequence arising from their failure to comply with the foregoing and, in general, with these terms and conditions for the use of the Bank's Digital Services.

11. Liability, risk and indemnity

To the extent permitted by law, any liability of the Bank for any damages to the Account Holder, Digital Users and/or third parties – whether direct, indirect or consequential – or other consequences of any nature whatsoever, as a result of accessing or using or misusing the Digital Channels, is expressly excluded. The Account Holder accepts all risks associated with transmitting data over public or private networks. This clause also applies to the use of biometric identification functions. In particular, the Account Holder and other Digital Users accept the risks related to the biometric identification function and release the Bank from any liability for the proper functioning or inability to use this function. The Account Holder accepts all risks arising from abusive, illegal or irregular use of Access Codes, Digital Channels and Digital Services, and any manipulation of its workstations and EDP system by any unauthorized persons or by persons and Digital Users acting against the instructions of the Account Holder. To the extent permitted by law, the Account Holder declares that they shall indemnify Bank and hold it harmless from any damage or loss that it may suffer as a result of any use of the Digital Channels, including by third parties, even if the use is abusive or improper, which may impact the Banking Relationships, even assuming that no fault can be attributed to the Account Holder or the Digital Users authorized by them, for example in cases of hacking or cyberattack despite the fact that all necessary security measures have been complied with by the Account Holder and the Digital Users. By way of example and without limiting in any way the provisions of the preceding paragraphs, the attention of the Account Holder and other Digital Users is drawn to the risks listed below.

11.1 Risks associated with the use of public networks

Although the Bank make every reasonable effort to ensure the security of the Digital Channels, through the adoption of the necessary and customary measures and generally recognized technical and security standards, absolute security cannot be guaranteed.

The Account Holder and other Digital Users specifically note that:

- the workstations, devices and EDP systems operated by the Account Holder and the other Digital Users are not under the control of the Bank and may be subject to external attacks;
- there is a potential risk that unauthorized persons may steal or intercept the Access Codes of the Account Holder or other Digital Users, and may obtain the data related to the Bank Relationship and misuse them;
- information is transmitted over public networks and, although broken down into encrypted packets, it cannot be ruled out that it may pass through lines and nodes across borders, and this is irrespective of whether the sender and recipient are resident in Switzerland;
- the operators of the public networks can identify the Account Holder, other Digital Users and the counterparts with whom they come into contact over the internet;
- under no circumstances can the Digital Channels, or the public networks, guarantee the preservation of banking secrecy.

In particular, the Bank accepts no responsibility and cannot be held liable for any damage suffered by the Account Holder or other Digital Users due to transmission errors, technical defects, overloading, disturbances, failures, interruptions or interceptions, unlawful interventions to telecommunications facilities, blockage of telecommunication facilities and networks, or as a result of other mishaps attributable to operators of facilities and networks, when using the Digital Channels or processing transactions, or in general for any damage that may result to the Account Holder, Digital Users or third parties by making data relating to the Banking Relationship or other banking services available on the public network.

11.2 No commitment regarding information accessible on Digital Channels and in Digital Services

Although the Bank has undertaken all reasonable efforts and taken appropriate measures to ensure the reliability, accuracy, and integrity of the information made available on the Digital Channels and in the Digital Services, the data made available are purely for information purposes and constitute neither an invitation, offer or recommendation to buy or sell financial instruments or investments of any kind, nor a solicitation to engage in transactions. They do not entail any obligation or liability for the Bank and may not be used to support any claim by the Account Holder, Digital Users or third parties against the Bank.

11.3 No supervision of Digital Users

The Bank has no obligation to supervise the use of the Digital Services by Digital Users. In particular, the Bank is not liable in any way for the use of the Digital Channels and Digital Services by Digital Users. If, in the Account Holder's judgement, it becomes necessary to block an access authorization on a specific Banking Relationship or other banking products or services, the Account Holder must immediately submit a formal request to do so to the Bank.

11.4 Legal restrictions for foreign countries

Digital Users acknowledge that accessing and using the Digital Channels and/or Digital Services outside Switzerland, as well as exporting/importing personal access tools may, under certain circumstances, violate foreign legal provisions and regulations. The Digital Users therefore undertake to inform themselves as to the existence, tenor and scope of any laws, regulations and, in general, legal rules and restrictions regarding the use of banking services, in particular online services, in foreign countries from which they might access the Digital Channels or the Digital Services, and to use the Digital Channels and the Digital Services only to the extent compatible with such local provisions and regulations, complying in particular and scrupulously with any prohibitions or restrictions on the use of e-banking services. The Account Holder also undertakes to ensure that other Digital Users also comply therewith. The Bank is released from any liability in this regard.



11.5 Blocking, suspending, modifying or deleting Digital Services

The Bank may block or terminate access to the Digital Services at any time and without stating reasons and, in any case, for security reasons. The Account Holder may in turn ask the Bank to block access to the Digital Services.

Digital Users also acknowledge that access to the Digital Services is automatically blocked if incorrect Access Codes are repeatedly entered.

The Bank reserves the right to permanently and without prior notice block or deactivate access to the Digital Services in case of non-use. The Bank is not responsible and shall not be liable for any damage, whether direct nor indirect or consequential, impacting the Account Holder or other Digital Users, from blocking, suspending, interrupting, modifying or deleting one or more Digital Services or Digital Channels.

12. Banking secrecy and data protection, use of data for marketing purposes

Digital Users authorize the Bank to process all information they provide when using the Digital Services and the related functions (e.g. personal data, geolocalization data, device information) to the extent that this information is necessary when providing these Digital Services and to ensure the security of such information.

Digital Users accept that the Bank will use their data and, in general, data from the Digital Services, for its own marketing purposes. Through the Digital User's use of the Digital Services and related functions, the Bank is authorized to verify the Digital User's individual cookie data for the purposes of continuously improving the service and functions and identifying potential security risks. Under no circumstances does the Bank provide third parties with cookie data, in such a way that the Digital User can be identified as a person or a customer of the Bank. The terms of the Data Protection Policy available on www.bancaria.ch (privacy policy) also apply.

13. Legal warnings and restrictions displayed electronically

Digital Users acknowledge that electronically displayed legal warnings and restrictions, e.g. for foreign countries, are binding on Digital Users. If the Digital User does not intend to acknowledge their applicability or validity, they must immediately cease using the Digital Services.

14. Legal reserves

Any mandatory legal provisions governing access to or the use of telecommunications facilities and networks remain reserved.

15. Amendments to the Terms of Use

The Bank reserves the right to amend these Terms of Use for the Digital Services at any time. Amendments shall be communicated to Digital Users in writing or through other appropriate channels (e.g. by a notification in the application or on the webpage) and shall be deemed accepted if not contested in writing, within 30 (thirty) days of the notification. Amendments shall in all cases be deemed approved at the first use of the Digital Services following notification.

16. Additional provisions applicable to the Digital Services

On accessing the Digital Channels by means of the Access Codes, each Digital User has the ability to manage all the Banking Relationships in which they have a role (e.g. as owner, proxy, representative, etc.) on a single platform and to exercise the dispositive powers conferred on them, making use of the Digital Services activated for such Banking Relationships. In any case, the additional specific provisions applicable to the services used by means of the Digital Channels remain reserved.

17. Applicable law and jurisdiction

These conditions for the use of the Digital Services are governed by Swiss law. The sole jurisdiction for the settlement of any legal proceedings inherent to disputes arising between the parties in the conclusion, execution and interpretation thereof, shall be the competent court in Bellinzona, where the headquarters of the Bank are located. However, the Bank reserves the right to bring actions to the court of the domicile of the Account Holder or the other Digital Users and to any other competent court. The mandatory courts provided for by Swiss law also remain reserved.

B. SPECIAL PROVISIONS RELATING TO THE MYBANCARIA DIGITAL SERVICES (HEREINAFTER 'MYBANCARIA').

1. Consultation

By means of myBancaria, it is possible to access accounting data, in particular account balances and related accounting movements for the Banking Relationship. In accordance with its own appreciation, the Bank decides on the nature of the information made available and determines its updating frequency. All information relating to the Banking Relationship is for informational purposes only. In the event of differences between the data made available through myBancaria and those kept in the Bank's records, the latter shall take precedence in all cases.

2. Payment orders ('Payments')

By means of myBancaria, you may enter, validate, and consult online debit orders from Banking Relationship accounts. The Account Holder acknowledges that the Bank may, in accordance with its appreciation, envisage any limitations on the orders that can be executed through myBancaria, in particular by type, amount and/or with reference to the execution conditions. In the event of any discrepancies between the orders entered in myBancaria, or as a result of their execution, and the Bank's accounting records, the latter shall prevail in all cases. To enable the Bank to execute payment orders, once



entered they need to be validated by the authorized Digital Users by means of the appropriate procedure and according to the powers they have. The Account Holder is responsible for the accuracy of the payment orders entered in myBancaria and their verification by the Digital Users.

3. Execution of Payments

Until the day before the execution date, orders are available on myBancaria and can be modified or cancelled by the Digital Users. Any modification is subject to the same authorization rules as for order entry. On the execution date, the Bank shall process and execute orders in accordance with its own procedures and methods for payment orders; once processed, orders may no longer be cancelled or modified. The Bank also has the right, but not the obligation, to reject orders or to exceptionally request additional authorization from the Account Holder for security reasons or in case of doubt. After execution, payment orders are identified on myBancaria by an appropriate status code. Pending orders and those already executed can be accessed by the Digital Users for a duration of five years from the date of execution. The Bank has the right, but not the obligation, to suspend the execution of orders that are still pending, particularly if there is a pending termination of the Banking Relationship, revocation of one or more Digital Services, or there are other changes or events relevant to the execution of payments or the Payments Service. The Bank is released from any liability for any damages that may arise as a result of this suspension. In other respects, the General Terms and Conditions of Società Bancaria Ticinese SA shall apply.

4. Tariffs

The Account Holder is charged fees for the execution of online payment orders, based on the Bank's fees schedule. The Account Holder acknowledges and accepts these fees with each use of myBancaria.

5. Delivery of bank correspondence in electronic format

Bank correspondence can be accessed in electronic format in myBancaria; it can be accessed, printed and downloaded locally on the Digital User's EDP system. In the absence of instructions to the contrary from the Account Holder, ordinary bank correspondence is delivered only in electronic format. The Account Holder accepts the electronic transmission of bank correspondence (statements, notifications and any other correspondence) and waives the delivery in paper form. The nature and type of bank correspondence for myBancaria is decided by the Bank in accordance with its own appreciation; the frequency of correspondence remains as previously agreed upon between the Account Holder and the Bank. The remaining documentation continues to be sent in paper form according to the instructions previously given by the Account Holder. Bank correspondence delivered electronically is deemed to be effectively delivered, and the Account Holder duly notified, when it is available on myBancaria, where it is published in the appropriate section. The Account Holder is therefore required to regularly access myBancaria to view and carefully verify the completeness and accuracy of the documents received. Complaints must be reported immediately or at the latest within 30 days. If myBancaria and banking correspondence are not accessible for any reason attributable to the Bank, the Account Holder is required to notify the Bank promptly so that it can fulfil its reporting obligations and transmit the banking correspondence by another means that it deems appropriate, in particular by sending paper documentation. Banking correspondence is available for a period of five years after it is made available. The myBancaria service is not therefore intended to be a filing system; it is the responsibility of the Account Holder to make a backup of the bank correspondence on their EDP system. Beyond that time limit, the Account Holder may ask the Bank for a hard copy of bank correspondence, subject to payment of the appropriate fees and subject to the limits provided for by law for the Bank's keeping and retention of books of account and trade. Bank correspondence is provided in PDF format. It is the responsibility of the Account Holder to acquire the necessary tools for viewing, printing and possibly saving correspondence. The Account Holder expressly acknowledges that by making bank correspondence available on myBancaria, the Bank has fully complied with its communication and reporting obligations. In the event that bank correspondence should no longer be made available in myBancaria, the ordinary mode of reporting, i.e. in paper form, is automatically restored. However, the Bank is entitled at its own discretion to transmit bank correspondence also in paper form, in particular by mail, at any time and without obligation to state reasons. In all other respects, the general conditions of the Società Bancaria Ticinese SA shall apply.