

TERMS AND CONDITIONS OF SWISSCARD AECS GMBH FOR THE USE OF THE ONLINE SIGNATURE SERVICE

These “Terms and Conditions of Swisscard AECS GmbH for the Use of the Online Signature Service” (hereinafter **“Terms and Conditions”**) shall apply to the creation of a qualified electronic signature occurring online (hereinafter **“Online Signature Service”**). The Online Signature Service consists of identifying the Client and issuing a qualified electronic certificate in the Client’s name. The Online Signature Service is offered and provided by Swisscom (Switzerland) Ltd (hereinafter **“Service Provider”**) on behalf of Swisscard AECS GmbH (hereinafter **“Issuer”**) to existing principal cardholders of the Issuer (private customers, hereinafter **“Client”** or **“you”**) or potential ones (persons currently in the application process for a card or other services from the Issuer). The Online Signature Service is an offer from the Service Provider and the Service Provider’s terms and conditions apply in the relationship between the Client and the Service Provider.

1. GENERAL PROVISIONS

- 1.1 As part of the Online Signature Service, the Client first undergoes the online identification process, which includes transmission of the Client’s relevant personal data (No. 3 of the Terms and Conditions) to the Service Provider as well as the subsequent online identification (No. 4 of the Terms and Conditions) of the Client by the Service Provider.
- 1.2 The Online Signature Service further requires that the online signature process is completed without interruption after successful online identification. If the process is interrupted, for instance by closing the Internet browser, loss of the Internet connection, or the like, then the Online Signature Service must be restarted and completely carried out (including another online identification process).
- 1.3 By using the Online Signature Service, you state that you have read, understood, and accepted these Terms and Conditions. If you do not agree to the Terms and Conditions, refrain from using the Online Signature Service.
- 1.4 These Terms and Conditions are valid in addition to the other applicable regulations governing the contractual relationship between the Issuer and the Client, including in particular the issuer’s general terms and conditions applicable to the card product in question (hereinafter referred to as “GTCs”) and the Legal Notices and the Privacy Policy in connection with using the Issuer’s website on which the Online Signature Service is offered. In case of conflicts, these Terms and Conditions shall take precedence over the GTCs, the Legal Notices and the Privacy Policy.

2. RESTRICTIONS

- 2.1 The Online Signature Service is intended exclusively for individuals who would like to provide a legally valid online signature on an application to conclude a contractual agreement with the Issuer (hereinafter “Application”). Other individuals are prohibited from using the Online Signature Service.
- 2.2 The Client acknowledges that use of the Online Signature Service from abroad may violate provisions of foreign law under certain circumstances. The Client further acknowledges that import and export restrictions may exist for the encryption algorithms, which he may violate under certain circumstances if he uses the Online Signature Service outside of Switzerland. The Client is therefore responsible for keeping informed as to whether the use of the Online Signature Service from abroad is legal, and must refrain from such use in case of doubt. The Issuer refuses all liability in this respect and the Client waives the right to assert corresponding claims against the Issuer as well as against the Service Provider.
- 2.3 The Issuer reserves the right to temporarily or permanently restrict or cease or block the Online Signature Service at any time, in whole or in

part, without prior announcement, either universally or for individual Clients.

- 2.4 Only official identification documents are permitted to be used for identification within the framework of the Online Signature Service. These documents (hereinafter “ID Documents”) must be issued by countries that are on the so-called Country List available on the Issuer’s information page.
- 2.5 Clients are required to have a videocapable terminal device with a high-resolution camera and a microphone in order to ensure suitable sound and picture quality for performing the Online Signature Service.
- 2.6 Clients using a terminal device equipped with the iOS operating system (e.g., iPhone or iPad) must first download the Videoident app offered by the Service Provider in Apple’s App Store and install it on their device in order to operate the Online Signature Service. The operating system versions supported by the Videoident app will be displayed to the Client before downloading the Videoident app. The Videoident app is subject to U.S. export control regulations and other U.S. laws and is not permitted to be exported, reexported, or transferred to certain countries (currently Cuba, Iran, North Korea, Sudan, the Crimean region of Ukraine, and Syria) or to persons or legal entities who are prohibited from receiving exported goods from the U.S. (particularly including those persons or legal entities listed (a) on the Denied Persons List or Denied Entity List of the Bureau of Industry and Security or (b) the list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control.
- 2.7 The video conversation to be held with the Client in the context of the Online Signature Service will be held in the language in which the Client filled out the Application, insofar as both the Client and the Call Center Agent have a command of this language. The Online Signature Service is not available for other languages.

3. COLLECTION OF PERSONAL DATA

- 3.1 By using the Online Signature Service, you consent to the Issuer forwarding the Application to be signed electronically to the Service Provider. You further consent that the corresponding document will be provided with your electronic signature and transmitted back to the Issuer after successful completion of the Online Signature Service.
- 3.2 By using the Online Signature Service, you consent to the transmission of your personal data (including form of address, sex, first name, last name, date of birth, nationality, address and domicile, e-mail, mobile telephone number) to the Service Provider and confirm that these particulars are truthful. You also consent to the processing of your personal data by the Service Provider for specific purposes.
- 3.3 You start a video conversation with the Service Provider’s Call Center Agent by clicking the corresponding button, and your personal data will be made accessible to the agent for the purpose of online identification. Clients using an iPhone or iPad as a terminal device start the video conversation with the Call Center Agent by entering the process number into the Videoident app and then pressing the corresponding button in this app.

4. ONLINE IDENTIFICATION

- 4.1 The video personal identification used by the Service Provider to carry out the Online Identification Service is carried out using an encrypted, Internet-based video conversation that is performed by Call Center Agents in one of the Service Provider’s Call Centers in Switzerland. In the context of the video conversation, both the authenticity of the ID Document and the correspondence of the personal information entered by the Client, the person to be identified, and the ID Document are verified.

- 4.2 At the beginning of the video conversation, the Client provides the Call Center Agent with his process number. The Call Center Agent then carries out the audiovisual identification in real time. This will particularly include:
- Comparison of the information in the ID Document with the personal data transmitted by using the Online Signature Service (No. 3.2 of the Terms and Conditions).
 - During video transmission, the Call Center Agent creates photographs of you and the displayed ID Document, and the conversation will be recorded in audio and/or video.
 - The online identification process will be concluded with delivery via SMS of a Transaction Number (TAN) to you, which you will subsequently enter into the corresponding field for verification.

5. ELECTRONIC SIGNATURE

- 5.1 After online identification is successful, you have the opportunity to review the document that is to be signed electronically. By clicking on the corresponding button, you state that you have read and understood the document and that you accept its content. Activation of the electronic signature requires that you accept the Service Provider's Terms and Conditions for electronic signature.
- 5.2 In order to activate the electronic signature, you must request an SMS code by clicking on the corresponding button. This code will be sent to the mobile telephone number you specified in the Application. Entering the code and clicking on the corresponding button activates the electronic signature, thus signing the Application in a legally valid way, and concluding the process of the Online Signature Service.
- 5.3 The conclusion of the Online Signature Service is confirmed to the Client, who has the opportunity to download a copy of the electronically signed agreement.
- 5.4 The Service Provider will provide the Issuer with the data on the online identification as well as the electronically signed agreement (but not the qualified electronic certificate). The Service Provider will store the data of the online identification as well as the qualified electronic certificate created within the framework of the Online Signature Service for the purpose of an electronic signature pursuant to the Service Provider's Terms and Conditions (No. 5.1) as well as the legal requirements, specifically those of the Swiss Electronic Signature Act (ZertES). The Service Provider has assigned the storage of the data of the online identification to the Issuer.

6. FEES

- 6.1 The Online Signature Service is currently available for use by the Client at no charge. The Issuer reserves the right to introduce fees for the use of the Online Signature Service, or to change existing fees, at any time. In addition, use of the Online Signature Service may incur fees from a network operator (e.g., an Internet provider or mobile service provider) for use of a telephone and/or Internet connection. These fees are generally higher if the Client uses the Mobile App outside of Switzerland.

7. DATA PROTECTION AND CONFIDENTIALITY

- 7.1 The Client acknowledges that by registering and using the App, third parties (e.g., Apple or Google) may in some circumstances be able to infer that a customer relationship exists with the Issuer, and that data necessary for the Online Signature Service will be transmitted using an open, publicly accessible network (e.g., Internet, SMS), among others, and may be transmitted worldwide. Fundamentally, individual packets will be transmitted in encrypted form (except for SMS). However, the sender and recipient remain unencrypted in all cases. Therefore, third parties could infer the existence of current or future card relationships or other business relationships.
- 7.2 Furthermore, even if the sender and recipient reside in the same country, data transfer across such networks frequently occurs also via third countries, i.e. including countries that do not offer the same level of data protection as that offered by the Client's country of domicile. Data may be lost during transmission or may be intercepted, manipulated, and misused by third parties, and the sender's identity may be simulated or manipulated.
- 7.3 The Issuer and the Service Provider (in its own name and on behalf of the Issuer) are entitled to inform or to contact the Client in connection with the use of the Online Identification Service by SMS, by e-mail,

by regular mail, by pop-up on the website or in the Videoident app, or using additional means of communication.

- 7.4 The provisions on data processing in these Terms and Conditions (including Nos. 3 – 5) shall apply as a supplement to the corresponding provisions of the STCs. Further information about data processing is available in the Privacy Statement, the latest version of which can always be viewed at www.swisscard.ch or requested from the issuer.

8. EXCLUSION OF WARRANTY AND LIABILITY

- 8.1 The Issuer is not responsible either for the Videoident app itself that is made available by the Service Provider, or for the communications services provided using the Videoident app (e.g., transmission of sound and video), or for services, actions, and omissions of the network operator (e.g., Internet provider or mobile service provider).
- 8.2 The Issuer cannot guarantee uninterrupted, uninterrupted, and secure access to the Online Signature Service at any time. The Issuer does not facilitate technical access to the Online Signature Service. This is the Client's sole responsibility. In particular, the Client acknowledges that neither the Issuer nor the Service Provider distribute the special security software (e.g., virus test, firewall) required for use of the Online Security Service. The Issuer therefore assumes no responsibility for either network operators (e.g., Internet service providers or mobile service providers) or the required security software. The Issuer further assumes no responsibility for the accuracy, precision, reliability, completeness, confidentiality, inalterability, and transfer time of all electronically transmitted data.
- 8.3 To the extent permitted by law, the Issuer precludes all liability for any freedom from disruption, security, and uninterrupted availability of the Online Signature Service and any damages incurred from the use or non-use of the Online Signature Service. In particular, the Issuer shall not be liable for damages caused by technical defects, faults, transfer errors, interruptions (including system-related service work), downtime, or overloads of the Issuer's IT systems, of third parties commissioned by the Issuer (e.g., service providers), or of the network operator (e.g., Internet providers or mobile service providers), or damage due to illegal interferences, willful blocking of networks (e.g., telecommunications facilities, the Internet), and other shortcomings of third parties (e.g., network operators). The Client waives the right to assert corresponding claims against the Issuer as well as against the Service Provider to the extent that this is legally permissible.

9. CHANGE TO THE CONDITIONS

- 9.1 These Terms and Conditions may be updated or amended at any time. The current version of the Terms and Conditions published on the Issuer's website shall apply.

10. CONTACT INFORMATION FOR ISSUER

- 10.1 The contact information is as follows:
Company Name and Address: Swisscard AECS GmbH, PO Box 227, 8810 Horgen, Switzerland, Website: www.swisscard.ch

11. APPLICABLE LAW AND PLACE OF JURISDICTION

- 11.1 Applicable law and place of jurisdiction conform to the regulations of the GTCs.

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