

## **Advanced Electronic Signature – Terms of Use**

Dear User,

By using the *LetsSign* application, you will create an advanced electronic signature (hereafter “your Signature”) in order to electronically sign documents made available to you by Banque SYZ SA (hereafter “the Bank”).

By clicking on the CONTINUE button, you agree to these Terms of Use and confirm your intention to be onboarded to the *LetsSign* application in order to create your Signature for usage in the context of your business relationship with the Bank.

You confirm that your Signature is a valid means of signature equivalent to a handwritten (wet) signature, except where (i) a handwritten (wet) signature is mandatorily required by applicable law (including Swiss law), or (ii) the Bank requires your handwritten signature on a specific document (the Bank indeed reserves it right to do so at its sole discretion).

You further confirm that all documents that you electronically accept by signing them with your Signature have the same legal effect as documents signed by hand and are thus irrevocable. The Bank shall be authorised to rely upon any document signed using your Signature, irrespective of whether (or not) the person having accessed the *LetsSign* application to digitally sign this document is yourself or another person which you have authorized accordingly.

Any such documents signed with your Signature constitute original signed documents. Consequently, you expressly agree that your Signature will bind you to the Bank in the same way as a handwritten signature would. You further accept that any document that you sign with your Signature and that is kept in electronic form by the Bank has the same legal force as means of evidence as traditional hard copy documents signed by hand.

Irrespective of the above, you understand and accept that all documents signed with your Signature are subject to the Bank's approval and signature, and that, consequently, no such document creates an obligation for the Bank until it has accepted it.

As to documents for which either applicable law or the Bank requires handwritten (wet) signature, the Bank will (i) provide you with hard copies thereof (by post, in person or otherwise) or (ii) give you access thereto (e.g. downloadable electronic documents for you to print). In these scenarios, you shall sign such documents by hand and promptly return an original signed version to the Bank.

It is your responsibility to check for accuracy all documents that you accept by signing them electronically with your Signature. Any errors, incorrect or incomplete information must immediately be reported to the Bank. Similarly, you understand and accept that the use of your Signature presupposes that your personal data (as defined in the Swiss Federal Data Protection Act) is accurate and complete at all times. You thus understand and accept that the Bank is authorised to rely on the information you provided it with until it receives notice to the contrary and has had a reasonable period of time to amend your personal data accordingly. You further understand and accept that you are solely responsible for immediately informing the Bank of any changes in your personal data.

By clicking on the CONTINUE button, you further acknowledge and accept that, when using the *LetsSign* application, your personal data (e.g. first name, last name, nationality, email, mobile phone, IP address, date and time of access to the site, site of origin, type of browser, operating system, type of electronic device used, etc.) will be collected and processed by the Bank, by the third-party supplier of the *LetsSign* application, as well as by any external provider of certification services used by the Bank in connection with the provision of the advanced electronic signature services.

**Accordingly, you expressly consent that your personal data may be communicated, transferred and/or stored outside of Switzerland, whether in a country that offers an adequate level of data protection (from a Swiss law perspective) or in a country does not offer an adequate level of data protection, such as the United States;** your personal data may notably be used by the Bank (and its relevant processors) for the purpose of creating your Signature. The Bank (and its relevant processors) may also use and keep your personal data for generating and storing the digital certificates with respect to, and for the maintenance as well as the security of, your Signature in accordance with applicable data protection laws. **You further expressly waive any and all restrictions on the sharing of your personal data, including Swiss bank secrecy rules (as per Article 47 of the Swiss Banking Act), and consent to the transmission of your personal data to the full extent provided by these Terms of Use.** In addition, the Bank processes your personal data in accordance with the terms of its data protection and cookies policy (which is available here, for more information: <https://www.syzgroup.com/en/data-protection-notice>).

**The Bank shall not be liable for any damage arising from the use of your Signature, except in the event of wilful misconduct or gross negligence. To the fullest extent permitted by Swiss law, the Bank excludes any contractual or extra-contractual liability as well as any liability for its auxiliaries and subcontractors.** Furthermore, the Bank shall not be held liable under these Terms of Use for any decisions, actions and/or omissions resulting from false, erroneous, incomplete and/or obsolete acts intended to be or having been the subject of your Signature. Furthermore, to the fullest extent permitted by Swiss law, the Bank assumes no liability in connection with the operation of the *LetsSign* application or the transmission, processing or storage of any data (including personal data) by any of its service providers.

You are solely responsible for the installation, configuration, administration, access and maintenance of the equipment used to access the *LetsSign* application. Any such access, as well as the provision of your Signature, will require you to use means of personal identification (e.g. passwords). **You understand and accept that the Bank does not verify the identity and/or (where the case may be) the representation powers of the person having accessed your account on the *LetsSign* application.**

In any event, you must keep your means of identification safely, not disclose them to any third party and prevent unauthorised access to the *LetsSign* application; it is recommended that the means of identification be kept in separate locations and to regularly change the login passwords. You shall bear the entire responsibility for any damage suffered as a result of your failure to comply with these obligations or of any misuse of your means of identification. Should such means be disclosed or lost or should you suspect an unauthorised access to the *LetsSign* application or use of your Signature, you undertake to immediately inform the Bank and request it to block the access to the *LetsSign* application and use of your Signature. Once this has been done, the Bank will block the access in question as soon as possible. **You however acknowledge and accept that any action emanating from the**

**aforementioned *LetsSign* application before the Bank has blocked it will be binding on you, and this even if you have already informed the Bank of the issue.**

The Bank's contractual documentation, including the Bank's General Terms and Conditions, remain fully applicable in addition to these Terms of Use.

Finally, should you or the Bank decide to terminate the usage of your Signature as per these Terms of Use, such termination shall not affect the validity and probative value of the documents already signed with your Signature.