

## TERMS AND CONDITIONS GOVERNING THE USE OF payCOM<sup>web</sup>

### Access to payCOM<sup>web</sup>

SIX Paynet Ltd grants the user the legitimization to access the protected Web zone of payCOM<sup>web</sup> by means of a participant certificate on a smartcard (issued by SIX Interbank Clearing Ltd) and the password, which is sent separately (referred to below as the “means of legitimization”). The LSV<sup>+</sup>, BDD and DTA participation conditions of the account-keeping bank apply for the access to and functionality of the payCOM<sup>web</sup> system.

### Obligations of due care

The user is required to keep the means of legitimization secret, to store them separately and to protect them against misuse by unauthorized persons. The password must be changed immediately after it has been received by the user and at regular intervals thereafter. The password must not be easy to determine and must not be written down or stored by electronic means.

If there is reason to assume that a means of identification may be misused (e.g. in the event of loss, careless handling), the user must immediately block access by incorrectly entering the password three times or to cause access to be blocked by the payCOM<sup>web</sup> Technical Support.

The user bears all the risks that arise from the disclosure of his means of legitimization or the use thereof – also unauthorized. In addition, the user bears the risk of use of the means of legitimization before the block takes effect during the period necessary for this to be done in the normal course of business.

### Security

The transfer of data within the scope of access to payCOM<sup>web</sup> is to occur in principle in encrypted form. Even when all the safety precautions corresponding to the latest state of the art are taken, no absolute security can be guaranteed on the part of SIX Paynet Ltd or that of the user. The user's IT system is part of the overall system, but is outside the control of SIX Paynet Ltd and may constitute a weak point in the entire system. A residual risk therefore remains that unauthorized persons may gain access to the transferred data or penetrate the system under the user's identity. This residual risk is born solely by the user and SIX Paynet Ltd waives all liability in this regard.

### Interruption of service

SIX Paynet Ltd reserves the right to interrupt its Web services at any time if security risks are found to exist, in order to protect the user until the risks have been removed. SIX Paynet Ltd assumes no liability for damages or losses caused by such interruptions.

### Banking secrecy/data protection

SIX Paynet Ltd undertakes to comply with the provisions of the Federal Law on Data Protection. Furthermore, its staff, its assigned agencies and their employees, are subject to banking secrecy stipulations (Art. 47 of the Federal Law on Banks and Savings Banks). The data received by SIX Paynet Ltd will be treated confidentially. Any personal data that becomes known will be kept secret, protected and used exclusively for the purpose for which it was disclosed to SIX Paynet Ltd. The data will not be made accessible to third parties or otherwise transferred in any manner whatsoever without the consent of the person concerned.

The user acknowledges that data may be transmitted on a network that is accessible to the public (Internet). The data is therefore regularly transferred across borders without any form of control. This also applies to data transmission cases in which both the sender and the recipient are in Switzerland.

### **Intended use of participant certificates**

Participant certificates stored on smartcards provided by SIX Interbank Clearing Ltd are to be used solely for the purpose of authentication vis-à-vis the systems of SIX Paynet Ltd within the scope of the contractual services agreed upon. Their sole intended use is the client authentication within the scope of the SSL protocol for access to payCOM<sup>web</sup>.

The SIC Customer ID CA 1024 Level 2 is not a public CA. Participant certificates cannot be used for binding electronic signatures (in accordance with the Digital Signature Act). See also the Certification Practice Statement (CPS).

SIX Interbank Clearing Ltd and SIX Paynet Ltd waive all liability for damages or losses incurred should the participant certificate be used for purposes other than client authentication within the scope of the SSL protocol for access to payCOM<sup>web</sup>.

### **Certification Guidelines (CPS)**

The Certification Practice Statement (CPS) represents an integral component of this terms and conditions of usage. They can be called up at [www.lsv.ch](http://www.lsv.ch)

### **Exclusion of liability**

SIX Paynet Ltd and SIX Interbank Clearing Ltd waive all liability for damages or losses incurred as the result of minor negligence – no matter what the legal grounds may be. In particular, SIX Paynet Ltd and SIX Interbank Clearing Ltd exclude all liability for damage caused to the user by transmission defects, technical faults, overloads, interruptions (including system-related maintenance work), faults and unlawful actions or other inadequacies on the part of the telecommunications and network service providers. In addition, SIX Paynet Ltd and SIX Interbank Clearing Ltd cannot accept any liability for the consequences of faults and interruptions – in particular during processing – of its Web services, provided that the usual care is exercised.

### **Amendments**

SIX Paynet Ltd reserves the right to amend these legal notes and the entire Web service offering and any accompanying user instructions at any time. Amendments will be made known as a notification during the use of an application or in some other suitable manner.

### **Applicable law and place of jurisdiction**

These provisions are subject to **Swiss law**. The court of jurisdiction is **Zurich**.