



SPECIAL TERMS AND CONDITIONS FOR THE USE OF EBILL

1. SCOPE OF APPLICATION

- 1.1. These Special Terms and Conditions for the Use of eBill (the “**Terms**”) regulate the use of the service related to the electronic receiving of invoices (“**eBill**”) and enabling electronic processing and payment of an eBill invoice (the “**eBill Service**”) offered by SIX BBS AG (“**SIX**”).
- 1.2. These Terms form an integral part of the existing agreements and terms and conditions between you and Swissquote Bank Ltd (the “**Bank**”) that apply to your bank account held with the Bank (the “**Account**”). Except if otherwise stated herein, the definitions set out in the existing agreements between you and the Bank shall apply for the purposes of these Terms.

2. EBILL SERVICE

- 2.1. SIX operates the eBill Service and the payment infrastructure on which transactions related to the eBill Service are processed (the “**SIX Infrastructure**”).
- 2.2. The Bank merely provides you with the interface to access to the SIX Infrastructure via your Account so that you can use the eBill Service to receive and pay eBill invoices and processes the payment orders resulting from the eBill invoices released on your Account.
- 2.3. When accessing the SIX Infrastructure, you therefore leave the Bank’s protected online banking channel. When outside online banking, the Bank cannot rule out the possibility that third parties may be able to draw conclusions about the existence of your banking relationship with the Bank.

3. PARTICIPATION TO THE EBILL SERVICE

- 3.1. The Bank provides you with the access to the eBill Service only upon your request and if you meet the required conditions (e.g. you are eligible to the eBill Service, must have successfully logged into your Account and/or, hold a mobile device compatible with the eBill Service). The Bank has no obligation to provide you with the eBill Service and may, at its sole discretion and without prior notice, adjust or restrict the possibility to access to the eBill Service.
- 3.2. By using the eBill Service, you authorize:
 - the Bank to debit your Account according to the eBill invoices your process by using the eBill Service;
 - the Bank to send SIX a status report on the payment orders; and
 - SIX to send emails directly to you on your email address.
- 3.3. Some information from the submitted eBill invoice may be automatically completed in the payment order by the Bank. You must check the payment order carefully for completeness and accuracy. The responsibility for issuing the payment order correctly lies solely with you.
- 3.4. You are allowed to share eBill invoices with other eBill users and authorize them to access, process, approve and reject your eBill invoices (“**Co-users**”). If you do so, the Co-user is granted the following rights in particular: (i) full view of eBill invoices, including invoice details which may contain confidential information; (ii) view of standing approvals with related information; (iii) subscribing and unsubscribing for eBill invoices with invoicing parties. The name of the person having approved or rejected an eBill invoice is also visible for all Co-users.



- 3.5. You may also use the eBill Service across other banks (or similar institutions) participating to the SIX Infrastructure. You can retrieve and manage your eBill invoices across all banks where you have registered with the eBill invoicing system using the same email address.
- 3.6. You agree that SIX may alter or adapt the features of the eBill Service at any time and at its own discretion. SIX may also suspend or permanently withdraw the eBill Service at any time.

4. RECORDING AND STORING

- 4.1. You are personally and solely responsible for recording and storing eBill invoices. eBills invoices will no longer be available 180 days after transmission by SIX and such invoices will not be stored or archived by the Bank.

5. LEGAL STATUS OF EBILLS

- 5.1. The Bank shall not review the content or accuracy of eBill invoices or the underlying transaction and has no influence on the billing by invoicing parties, in particular not on whether they send eBill invoices or cease sending invoices via other channels. The Bank shall not be liable for the accuracy or completeness of the content of the eBills invoices transmitted by SIX. You must address any complaints concerning eBill invoices (e.g. delivery, content, amount) to the related invoicing party.
- 5.2. Furthermore, the Bank offers no guarantee that eBill invoices will be adequate for any given purpose, particularly for claiming input value added tax (“VAT”) or as advices with evidentiary value in correspondence with Swiss and foreign authorities. You bear sole responsibility for the purpose and type of use of eBill invoices as documents and advices. It may therefore be necessary for eBill invoices and other electronic bank documents and advices to be stored in their original (unchanged) electronic format under due consideration of the legal requirements. In particular, you are solely responsible for observing legal provisions (i.e. the Ordinance on the Federal Act on Value Added Tax and the Federal department of Finance Ordinance on Electronic Data and Information), as well as for clarifying VAT liability and therefor selecting the correct eBill Service.

6. LIABILITY

- 6.1. You acknowledge and agree that the Bank does not guarantee the functioning of the eBill Service and is not liable for any damage that occur as a result of malfunctions and interruptions in operations at SIX and/or at SIX Infrastructure or in the course of using the eBill Service. In particular, the Bank accepts no liability for loss or damage arising from transmission errors, technical failures, service interruptions or unlawful interference with transmission networks, network partners or invoicing parties.
- 6.2. If the Bank is called to account by a third party as a result of eBill invoices being transmitted for an unlawful or unethical purpose or for a reason caused by you, you are obliged to indemnify the Bank in full. In the event that you use software belonging to a third party for eBill Service and this results in loss, the Bank assumes no liability.

7. PROCESSING OF YOUR DATA

- 7.1. In connection with the provision of the eBill Service, the Bank makes certain data related to you available to SIX and any other third party involved in the processing of your eBill invoices (including invoicing parties and other banks). Such data may include the status of eBill invoice processing and some of your personal data (e.g. first and last name, date of birth, address, mobile number, information related to your Account such as account number and IBAN, information related to the invoice). **You expressly agree to the Bank transferring such data and release the Bank, its governing bodies,**



employees and agents to this extent from the duty of confidentiality and to maintain banking secrecy. The recipients of the data may process it, where applicable, for their own purposes. You acknowledge that it is the independent responsibility of each the Bank, SIX or any third party involved in the processing of your eBill invoices to comply with applicable laws and contractual agreements when processing your personal data. The Bank has no influence on the other participant's data processing activities and does not accept any responsibility for such activities. Any objections to the processing of personal data by any other participant must be addressed directly to the other participant.

- 7.2. For the purpose of using the eBill Service with other banks, you acknowledge and agree that your personal data recorded in the SIX Infrastructure may:
- be linked with another payment account held with another bank (or similar institution) than the Bank. **Such linkage may require the forwarding of your data to the other bank.**
 - remain available after termination of the eBill Service with the Bank for a specified period of time for the purpose of linkage to another payment account held with another bank in the future.
- 7.3. Further information about how the Bank processes your personal data can be found in the privacy policy applicable to your Account.

8. AMENDMENT

- 8.1. The Bank is entitled to amend these Terms at any time. Such amendments will be communicated to you in accordance with the terms and conditions applicable to your Account. You will be deemed to have accepted these amendments when using the eBill Service for the first time after the amendments have been communicated to you or if you have not raised an objection as provided in the terms and conditions applicable to your Account.

9. APPLICABLE LAW AND JURISDICTION

- 9.1. These Terms shall be exclusively governed by Swiss substantive law, without regard to conflict of laws provisions.
- 9.2. Place of performance, place of enforcement (including if you reside outside of Switzerland), and exclusive place of jurisdiction for any and all disputes arising out of or in connection with the present agreement shall be Gland, Switzerland. The Bank however reserves the right to take legal action against you in a court of competent jurisdiction of your place of residence or before any other competent court or jurisdiction. In such cases too, Swiss substantive law shall apply exclusively.