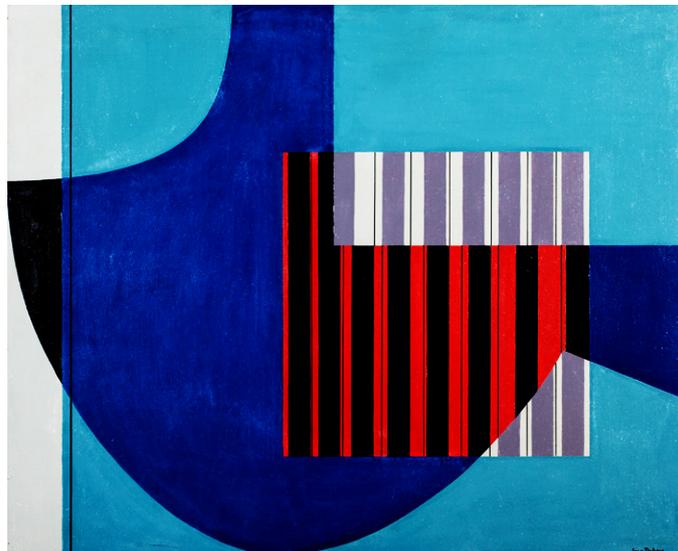


# DELEN

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SUISSE



General terms  
Delen Suisse app

Experience the difference

## 1. DELEN SUISSE APP GENERAL TERMS

### 1.1. Purpose and scope of these General Terms

The Delen Suisse app General Terms supplement the General Terms and Conditions of Delen (Suisse) SA (hereafter: the “Négociant”), which remains fully applicable. If the Delen Suisse app General Terms would deviate from the rules set out in the «Négociant»’s General Terms and Conditions, the rules set out in the Delen Suisse app General Terms prevail.

### 1.2. Changes to these General Terms

These General Terms can be changed. The client will be informed of such change.

## 2. DELEN SUISSE APP

### 2.1. Services provided via the App

In the current or in future versions, the Delen Suisse app will offer the client the possibility to perform the following actions:

1. consulting financial information as set out below in section 3 of these General Terms;
2. consulting the situation of his account(s) as described in section 4 of these General Terms;
3. consulting a historical overview of the transactions that were done on the account(s);
4. communicating with the «Négociant» via the secured webmail-application as set out further in section 5 of these General Terms.

The «Négociant» does not provide any investment advice via the Delen Suisse app.

The client accepts the possibility that on the date of these General Terms, certain features or services that are included in these General Terms are not yet available but will become available in future versions of the App.

### 2.2. Access to the Delen Suisse app

If the client wants to use the Delen Suisse app, he must have access to Delen Online and he must be in possession of a Digipass that goes with such an access.

The first time that the client wants to access the Delen Suisse app, he will have to choose a PIN code, by following the instructions given in the App and by using the Digipass. This PIN code will be linked to the device that the client will use to access the Delen Suisse app. For all following accesses to the App, the client will have to use the pin code that is proper to the specific device that the client has used to obtain access to the App.

To access the Delen Suisse app, the client must have the hard- and software as described in the system requirements that are mentioned on the website.

Before being able to access the Delen Suisse app, the client must accept these General Terms.

### **3. CONSULTING FINANCIAL INFORMATION PROVIDED BY THIRD PARTIES**

#### **3.1. Access to financial information**

The Delen Suisse app allows the client to access certain financial information that is made available by third parties (such as stock prices). The client confirms having read and accepted the attached document regarding these third parties.

The «Négociant» has the right to end with immediate effect the distribution of this information to the client. Such termination does not generate any rights of claims for the client vis-à-vis the «Négociant».

#### **3.2. Rights of use**

The «Négociant» grants the client the non-exclusive, non-transferable right to use the financial information that is provided via the App. Such use by the client must be limited to receiving and consulting the said information on terminals, which can be defined as any determinable device, either portable or non-portable, with which the information can be received, processed and/or retrieved and/or shown.

The client will only use this financial information for his own personal investment objectives.

The client must abstain from any non-occasional distribution of the information, either manipulated or unchanged, to third parties via any current or future medium.

The client is responsible towards the «Négociant» and the concerned third party information provider for any access by third parties to the information.

The «Négociant» cannot be held responsible for any inaccuracy or incompleteness of the information provided by third parties. No obligation for the «Négociant» will be created by such information.

#### **3.3. Intellectual property rights of the third party information provider**

The client acknowledges the intellectual property rights of every third party information providers. Such acknowledgement applies to the complete information as well as to parts of the information that are provided, regardless of whether it concerns a manipulation, distribution or any action by another party than the information provider.

### **3.4. Hyperlinks**

The Delen Suisse app and/or the webmails received via the App can include hyperlinks to third party websites. The client is free to visit these sites. The «Négociant» will in no way act as an intermediary between the client and such third parties. The «Négociant» has no responsibility whatsoever for the content of such sites, and provides no guarantees regarding the safety of such sites. The «Négociant» cannot be held responsible for any potential negative effects generated by using the information that were obtained via such hyperlinks and/or, by any contacts made or contracts entered into on the basis of these hyperlinks.

### **4. ACCOUNT STATEMENTS AND ANNEXES TO TRANSFERS**

The client can consult via the Delen Suisse app the situation of his account and the annexes to his transfers.

The annexes remain available on the Delen Suisse app for at least five years.

Unless proven otherwise, these electronic documents are considered as evidence for a transaction.

The client will consult these annexes at least once every month. The client cannot hold the «Négociant» responsible for his own negligence and cannot claim to not have consulted in time any annex to a transfer if he neglects to consult them in accordance with the above.

### **5. COMMUNICATION WITH THE «NÉGOCIANT» VIA THE WEBMAIL- APPLICATION**

By way of the webmail-application, the client will be able to communicate with the «Négociant»'s employees. The client accepts that:

- the «Négociant» does not accept any orders regarding transactions with financial instruments or money transfers via webmail;
- the «Négociant» will not provide any investment advice via webmail;
- the «Négociant» will take all reasonable efforts to, taking into account the «Négociant»'s opening hours, swiftly respond to webmails, without committing itself to any maximum response time.

## **6. AVAILABILITY OF THE DELEN SUISSE APP AND PROVISION OF SERVICES VIA THE DELEN SUISSE APP**

### **6.1. Obligation of means**

The «Négociant» commits itself to use all reasonable means that are at its disposal to provide access to and a proper functioning of the functions that the client needs to consult/ manage its accounts via the Delen Suisse app. More particularly, with regard to the management of the App, the «Négociant» commits itself to use the proper technical means, in conformity with the technical norms and the best practices that exist in this area. A technical help desk is available during the opening hours that are mentioned on the website.

### **6.2. Interruptions**

The «Négociant» retains the right to temporarily suspend the access to the App in order to execute maintenance works to the App.

It is always possible that unexpected interruptions occur, such as technical incidents, force majeure, coincidence or any other occurrence that falls outside of the «Négociant»'s control or cannot be foreseen by the «Négociant». In such case it is impossible to warn the client beforehand. The «Négociant» will make all reasonable efforts to inform the client within a reasonable timeframe of the nature and the estimated duration of the interruption by way of a message on its website. Also, the necessary measures will be taken to end the interruption as quickly as reasonably possible.

### **6.3. Security**

The «Négociant» commits itself to use safety measures in accordance with the technological developments on the market. As such, protection is obtained against the known and traceable forms of viruses and computer fraud. The «Négociant» cannot provide any guarantee regarding the App's safety and the client accepts all risks and damages that are caused by it.

The client must ensure the proper functioning of his hard- and software so that an optimal connection can be made with the App, taking into account the system requirement mentioned on the website.

The client commits himself to safeguard the pin code with proper care and to respect its confidential nature. The client must take all safety measures in this regard. Under no circumstances it is allowed to communicate these identification data to a third party. The client accepts the responsibility for the transactions that have been done using his identification data.

If abuse has been established or suspected, or when the pin code was lost, the client must immediately contact the «Négociant» to block the access to the App and to obtain new identification data.

The client must also immediately inform the «Négociant» when he encounters difficulties to use the App.

The client is responsible for any possible consequences in case of loss or theft of his pin code. When it is duly informed by the client of such loss or theft and insofar it is technically possible, the «Négociant» commits itself to prevent any new use of the App on the basis of the former identification data.

### **6.4. Blocking**

The «Négociant» will automatically proceed to blocking the access after three wrong login attempts.

The «Négociant» reserves the right to block the client's access to the App, should the client not access the App during a period of 18 months. The client hereby agrees that in case of such long-term inactivity (18 months), no notice period needs to be taken into account by the «Négociant».

The «Négociant» always has the right to block the access to the App via specific devices without having any duty to motivate such blocking.

## **7. TARIFFS AND COSTS**

The client will have to fully bear any costs he makes for his hard- or software, for his phone, his telecom- or cable connection or of any other communication.

## **8. PROCESSING OF PERSONAL DATA**

The Delen Suisse App will use the client's personal data in accordance with the relevant data protection laws and regulations as well as with the «Négociant»'s privacy statement.

The Delen Suisse App will log the actions taken by the client.

This allows the Bank to:

- provide the client with technical support in case of technical issues;
- make anonymized statistics on how the app is used, enabling the «Négociant» to improve the app;
- determine how much and how often a specific client uses the app and / or specific features of the app; and
- guarantee and improve the app's security.

## 9. WARRANTIES PROVIDED BY THE CLIENT

The client states to be aware of:

- the way to make use of the App, as described in the App;
- the impact of potential transactions done by the client via the App;
- how the internet functions;
- the fact that the data distributed via the App are only provided for information purposes;
- the fact that the App contains no investment advice that is personalized for the client and that the data that is provided via the App does not take into account the particular personal situation and characteristics of the client;
- the applicable laws on insider trading, on specific mechanisms for tax evasion and the rules on money laundering, and
- the personal data processing within the framework of this service.

## 10. LIABILITY

### 10.1. Responsibility of the «Négociant»

All obligations of the «Négociant» within the framework of the App are obligations of means.

Unless there is willful intent or gross negligence, the «Négociant» can in no way be held responsible:

- in case of an interruption, termination of or technical glitches, more specifically in case of interruption for the maintenance or the repair of the computer system or in case of a technical glitch or malfunction of the computer system or of the internet;

- in case of theft, loss, destruction or change of data, software or computer equipment caused by the illicit access by a third party to the computer systems of the «Négociant» or those of a client, or by a virus, coming from a website, the internet or the computer system of the «Négociant» or of a client;
- in case of the non-execution of orders that were given as a consequence of transmission errors, delays in the transmission of data, or, in general, problems with the transmission and the reception of orders, whatever the cause may be.

Force Majeure is defined as:

- the incorrect functioning of the stock exchange or the market;
- all technical errors or disruptions in the networks that fall outside of the «Négociant»'s control;
- any default of, unavailability of or errors committed by a third party supplier of any goods, services or information, the intervention of which the «Négociant» must obtain in order to make the service available and to provide it, such as, but not limited to, the providers of telecom networks, internet service providers, third party information providers, financial markets and intermediaries to which the financial markets entrust their organization;
- de-organization caused by a strike, including a strike of the «Négociant»'s personnel;
- decisions imposed by a Swiss, or any other, legal or actual authority.

In the cases wherein the «Négociant» could be held liable, a limitation of such liability applies. The «Négociant» can only be held to compensate damages insofar these are real, suffered by the client personally and are directly caused by the error or failure.

### 10.2. Liability of the client

The client is liable and fully responsible for:

- his investment decisions;
- the transactions that are made on his accounts and for any losses as a consequence of using the service, even if these losses are, for whatever reasons, larger than the balance of his accounts;

- the damages caused by the fact that the client acts in breach of the Delen Suisse app General Terms, the «Négociant»'s General Terms and Conditions or the App's manual;
- damages caused by the failing equipment of the client.

### 11. MEANS OF EVIDENCE

The identification procedure that the client must go through at the start of the access to the App, has probative force between parties regarding the client's identification and is equal to a handwritten signature with which the client agrees to for all orders or any other transaction that have been given using this identification.

The client accepts that the «Négociant»'s computer system can register all actions performed by the client via the App and that these can be stored in a file. In case of a dispute between the parties, this file will have probative force.

If the client pertains that a mistake or an irregularity occurred by the system, he must provide sufficient evidence thereof.

The «Négociant» is not bound by any document that the client will download from the App and/or printed from the App by the client which does not contain the signature of the persons that can bind the «Négociant». Such document is not enforceable against the «Négociant».

### 12. INTELLECTUAL PROPERTY RIGHTS OF THE «NÉGOCIANT»

All rights to the App and to its manual belong exclusively to the «Négociant» or its suppliers and are protected on the basis of the copyright and other intellectual property rights.

The client abstains from breaching these rights. He only obtains a non-exclusive and non-transferable right of use.

Under no circumstances, the client is allowed to fully or partially make his access available to third parties, either directly or indirectly, free or against compensation. It is also forbidden for the client to copy, translate, change, etc. the App or its manual without prior approval from the «Négociant».

### 13. TRANSFER

The client cannot transfer to third parties any rights or obligations as set out in these General Terms. Transfers made in breach of these rules are void.

### 14. TERMINATION

The client as well as the «Négociant» can stop the use of the App and terminate the agreement, taking into account a notice period of 3 bank working days.

In case of a serious breach or when the client does not honour the safety measures, the «Négociant» can terminate the access to the App with immediate effect.

### 15. PLACE OF JURISDICTION AND APPLICABLE LAW

This agreement shall be governed by Swiss law.

The courts in Geneva, Switzerland, alone shall be competent to deal with any disputes involved in the implementation or interpretation of this agreement, apart from the «Négociant»'s entitlement to refer the dispute to another normally competent jurisdiction, including the jurisdiction in the country where the client's place of residence is located. Any transactions between the «Négociant» and client under this present relationship shall be deemed to have been undertaken on the «Négociant»'s premises.

### ANNEX TO THE DELEN SUISSE APP GENERAL TERMS

Via the App information is provided which originates from various third parties. These third parties want to inform you of the following important messages and duties that you, as a client, must respect and fulfill. The «Négociant» retains the right to amend or complement these clauses in accordance with the rules set out in the Delen Suisse app General Terms.

## 1. General rules applicable for all third parties that provide information

1. The «Négociant» declares that none of the third party information providers acts in any way as a sponsor for the «Négociant» or for the services offered by the «Négociant».
2. The third party information providers are not responsible for errors, inaccuracies or shortcomings in the information they provide, nor for any actions that are taken on the basis thereof.
3. The third party information provider has the right to end the provision of information at any time without being responsible for such termination.
4. The client accepts that the provision of information is governed by the terms of the agreements that are entered into between the «Négociant» and the relevant information providers for that purpose and that the termination of such an agreement automatically terminates the provision of information.

## 2. Rules that apply to specific third party information providers

### 2.1. Dow Jones Indices

The client acknowledges and accepts that Dow Jones and its affiliates, CBOT and its affiliates, and any of its directors, managers, members, employees, agents, representatives and licensees cannot be held liable for loss or damage, either directly or indirectly, caused by:

- any incorrectness or inaccuracy in, delay, interruption, failure or incompleteness in the delivery of the indexes or any other information that was provided;
- any decision made or action taken by the «Négociant» or its clients taking into account with the indexes or any other information that was provided.

The client acknowledges and accepts that Dow Jones and its group companies of the same group, CBOT and its group companies, and any of its directors, managers, members, employees, agents, representatives and licensees are not liable for loss of professional income, lost profits or indirect, consequential specific or similar loss of whatever nature, contractual or caused by tort or other kind of damages, even if they have been notified of the possibility of such damages. In no way will

the liability of Dow Jones and its affiliates, CBOT and its affiliates and their directors, managers, members, employees, agents, representatives and licensees, be liable for any claim that is in any way possible linked to the indexes and that exceeds the amount that the «Négociant» has paid them during a period of twelve months preceding the fact that caused the claim.

The client acknowledges that Dow Jones, CBOT and its affiliates do not give any guarantees, neither explicit, nor implicit with regard to the indexes.

### 2.2. License to distribute London Stock Exchange historic data

The client acknowledges that the London Stock Exchange cannot be held liable for errors or shortcomings regarding the information that is provided regarding delayed stock prices, nor for any actions that have been taken on the basis of that information.

