



Special Conditions of Business by using Internetbanking

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These conditions form an integral part of the Contract Documents of the Berner Kantonalbank AG, hereafter referred to as the BEKB | BCBE.

Definition of terms

Cyberbanking (BEKB | BCBE net) and Banking via Internet (BEKB | BCBE) is described from here on as Internetbanking.

1. Access to Internetbanking services

1.1 Technical access to the services shall be effected by means of a service provider chosen by the customer himself/herself and special software via the Internet.

1.2 Access to Internetbanking services may be obtained by anyone who has identified himself/herself by using an authorization system provided by BEKB | BCBE.

1.3 The customer shall change the first password sent to him/her by the BEKB | BCBE immediately after receipt.

1.4 Anyone who identifies himself/herself pursuant to Sec. 1.2 shall be regarded by the BEKB | BCBE as authorized to use Internetbanking services. The BEKB | BCBE may receive enquiries and orders, together with instructions and notifications from the authorized person within the framework and scope of the selected services and methods of disposal by Internetbanking.

The BEKB | BCBE shall be entitled at any time and without stating reasons to withhold information and to refrain from accepting instructions, orders and notifications via the Internet and to require the customer to identify himself/herself in a different way (by signature or attendance in person).

1.5 The customer acknowledges unreservedly all transactions entered on his/her account/deposit account by Internetbanking in conjunction with his/her identification features. Similarly, all instructions, orders and notices which reach the BEKB | BCBE by this means shall be considered to have been issued and authorized by the customer.

2. Obligation of the Internetbanking subscriber to exercise due care

2.1 The customer engages himself/herself to keep secret the password as well as authorization codes (if any) and protect them against improper use by unauthorized persons. In particular, the password must not be written down or left in unprotected form on the computer after it has been changed (Section 1.3). The customer bears all risks resulting from the disclosure of his/her identifying features.

2.2 The obligation to respect the secrecy of the password and of authorization codes (if any) equally applies to authorized agents. The customer shall therefore also be liable for prejudice caused by the fact that authorized persons make improper use of the identifying features of



other authorized agents.

2.3 If there is reason to fear that unauthorized third parties have become aware of the password and/or the additional code or the electronic authorization system of the customer, the BEKB | BCBE must be contacted immediately in order to block the access to the Internetbanking. The BEKB | BCBE will send the customer new authorization codes or a new authorization system respectively.

2.4 The customer shall bear all the consequences of the use – including the improper use – of his/her identifying features or those of his/her authorized agents.

2.5 The customer is obliged to check his/her statements of account each month and must query any errors or ambiguities in writing with BEKB | BCBE within 30 days. If no query is raised within this 30-day period, the statement of account is deemed to have been approved.

3. Exclusion of liability of the BEKB | BCBE

3.1 The BEKB | BCBE accepts no liability for the accuracy and completeness of the Internetbanking data transmitted by it. In particular, information about accounts and deposits (balances, statements, transactions, etc.) and generally accessible information such as stock market prices and currency exchange rates are provisional and not binding. Internetbanking data do not constitute binding offers unless they are specifically identified as a binding offer.

3.2 BEKB | BCBE does not provide the technical access to its services. This is a matter for the customer. The BEKB | BCBE therefore accepts no liability for network operators (service providers) or for the software necessary for this purpose.

3.3 Internetbanking traffic takes place via a public network, the Internet. The BEKB | BCBE accepts no liability for prejudice suffered as a result of Internet use. In particular, the BEKB | BCBE is not liable for damage caused to the customer or his/her authorized representative through transmission errors, technical defects, faults or unlawful intervention in network equipment, network overload, deliberate obstruction of electronic access by third parties, Internet faults, interruptions or other inadequacies on the part of the network operators.

3.4 Despite all security measures, the BEKB | BCBE cannot accept liability for the customer's terminal as this is technically impossible (see Sec. 8 for risks).

3.5 The BEKB | BCBE likewise declines all liability for software or hardware delivered by it and for the consequences occurring from and during transport of the software via the Internet.

3.6 The BEKB | BCBE reserves the right, if security risks are detected, to interrupt the Internetbanking services at any time in order to protect the customer until these risks have been put right. The BEKB | BCBE shall have no liability for prejudice caused through this interruption.

3.7 The liability of the BEKB | BCBE for damage incurred by the customer through non-performance of contractual obligations and for indirect prejudice and consequential damages, such as loss of profit or third party claims, is excluded.

4. Stock market orders

4.1 In some cases, stock market orders are not processed/ recorded directly or round the clock. Orders may for instance be delayed by technical processing, rules on public holidays, trading hours, trading days on the stock market concerned, etc.

4.2 The BEKB | BCBE accepts no liability for late execution of orders and for prejudice (in particular price losses) suffered if it acted with normal care and attention.

5. Blockage

5.1 The customer may arrange for his/her access or that of his/her authorized representatives to the Internetbanking services to be blocked. Such blocking can only be requested during normal business hours and must be immediately confirmed in writing. In addition, the customer or his/her authorized representative may automatically block his/her own access to the Internetbanking services if an incorrect identifying code or a wrong password has been entered three



times in succession.

5.2 The blockage can only be lifted again with the consent of the customer.

6. Power of attorney

The granting of power of attorney and the scope thereof shall depend on the provisions of the basic contract. Different provisions and Sec. 1.4 above are reserved.

7. Banking secrecy

The customer notes the fact that data is carried via a public network, the Internet, which is accessible to everyone. Data is regularly transmitted across borders without control. This likewise applies to data transmission even if the sender and receiver are both located in Switzerland. The individual data packages are transmitted in coded form but the transmitter and receiver remain unencrypted and their names can be read by third parties. A third party may therefore conclude that a banking relationship exists.

8. Security in Internetbanking

8.1 Internetbanking

Special attention was given to security in the development of Internetbanking. For the security of the customer, a multistage security system was developed using cryptographic techniques of a high standard. Because of the encryption, it is in principle impossible for an unauthorized person to view confidential customer account data. However, despite all the safety precautions corresponding to the latest state of the art, absolute security cannot be guaranteed at the level of the BEKB | BCBE or of the customer. The user notes the fact that his/her computer is a particularly weak point in the Internetbanking chain.

8.2 Internet

The customer takes note of the following particular risks:

- Insufficient system knowledge and inadequate security precautions may facilitate unauthorized access (e.g. inadequately protected storage of data on the hard disk, file transfers, screen radiation, etc). It is the customer's responsibility to seek detailed information on the necessary security precautions.
- Nobody can rule out the definition of traffic characteristics by the customer's Internet service provider, i.e. this provider is able to trace whom the customer contacted and when.
- There is a risk that a third party may secure unnoticed access to the customer's computer during Internet use.
- There is a risk that when the Internet is being used, computer viruses may be propagated on the computer if that computer enters into contact with the outside world. Virus scanners can assist the customer in his/her security precautions.
- It is important for the customer to work exclusively with software from a reliable source.

9. E-mail

The customer notes the fact that data is transmitted in unprotected form via e-mail. Notifications and orders transmitted by the BEKB | BCBE via e-mail are not binding. The BEKB | BCBE for its part only transmits general information, which is in the public domain, by e-mail.

10. Import and export restrictions

If the customer uses Internetbanking applications from another country, he/she notes the fact that he may be infringing import and export restrictions on the encryption algorithms.