

## Terms of Use and Agreement on Communication via Third Party Chat Platforms

These Terms of Use and Agreement serve as the basis for communication between you (hereinafter also referred to as “User”) and the Credit Suisse Group AG subsidiary (or branch or representative office thereof) (hereinafter “Credit Suisse”) represented by your designated contact(s) at Credit Suisse when using the messaging services of any Third Party Chat Platform enabled for communication by Credit Suisse, including WhatsApp<sup>1</sup>, WeChat<sup>2</sup> and such other Third Party Chat Platforms as Credit Suisse may enable in the future (“eligible Third Party Chat Platforms”).

This communication option is being provided by Credit Suisse as a convenience to facilitate communication between Credit Suisse and the User.

Specifically, these Terms of Use and Agreement are valid for communications using an eligible Third Party Chat Platform **between** the User at this mobile device phone number **and** such contacts at Credit Suisse as Credit Suisse has specifically identified to the User for chat communication purposes.

**For US-Based Users:** Due to United States Executive Order, the User acknowledges and agrees that WeChat may not be accessible to US Affected Persons and that prior authorization may be required to permit the use of WeChat by US Affected Persons.

### Authorization

**The User hereby expressly authorize(s) and instruct(s) Credit Suisse to communicate with the User via the User’s eligible Third Party Chat Platform. The User further authorizes Credit Suisse to share, disclose and/or transfer to the User via such Third Party Chat Platform any and all information relating to (i) the User, (ii) where the User has a business relationship with Credit Suisse, the User’s relationship with Credit Suisse, and (iii) any other person(s) involved in any prior, current or potential business relationship of the User with Credit Suisse, such as beneficial owners, authorized signatories, the User’s affiliates, subsidiaries or branches, etc., as the case may be (“Affected Person(s)”) (collectively, “Data”). In this context, the User expressly releases Credit Suisse from any applicable confidentiality, data protection, privacy or professional secrecy obligations, for example, rules that govern bank-client confidentiality between financial institutions in Switzerland and their clients.**

The User hereby represent(s) having informed the Affected Person(s), as the case may be, of the sharing, disclosure, transfer and use of the Data as described in this Authorization, and having obtained the valid authorization of any Affected Person(s) to give this Authorization, where required. The User agrees to produce evidence of such authorization of Affected Person(s) upon request by Credit Suisse.

This Authorization and any consent provided within this Authorization are supplemental to any other documentation that applies to the User’s business relationship with Credit Suisse, and, as to the matters regulated herein(s) shall prevail in case of any inconsistency between this Authorization and such other documentation.

### Use of Third Party Chat Platforms and Related Risks

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<sup>1</sup> WhatsApp is a brand owned by the U.S. company WhatsApp Inc., which is owned by the U.S. company Facebook Inc.

<sup>2</sup> WeChat is a brand owned by the Chinese company Tencent Holdings Ltd.

Credit Suisse will inform the User of the specific Credit Suisse contacts to be used by the User; the Credit Suisse contact(s) will be determined by the Credit Suisse legal entity with which the User has a business relationship or otherwise seeks to communicate. The User must add the Credit Suisse contacts to be used to the User's mobile device directory of "Contacts" or "Address Book".

If a User has reason to believe that an unauthorized third party is misusing the system, the User must inform Credit Suisse immediately. Credit Suisse is not liable for any unauthorized communication received by it through the User's device using the eligible Third Party Chat Platform. Any communication received by Credit Suisse through the User's device using the eligible Third Party Chat Platform will be treated by Credit Suisse as a valid communication in the name of the User.

Furthermore, the User is aware that Credit Suisse processes messages received during the branch's normal opening hours.

Credit Suisse may in its sole discretion determine whether to act on all instructions, requests and information relating to the User's business relationship with Credit Suisse communicated to it by the User via the eligible Third Party Chat Platform. Credit Suisse is under no obligation to allow or support the User to perform transactions in financial instruments or any other banking services based on communications sent via the eligible Third Party Chat Platform but may direct and require the User to use other communication channels or require additional verification.

The User acknowledges and agrees that Credit Suisse may use the eligible Third Party Platform chosen by the User in order to send commercial messages to the User.

The User shall not use the Third Party Chat Platform to send any abusive, defamatory, obscene, offensive or false message to Credit Suisse, and doing so may result in immediate termination of the chat session by Credit Suisse.

The User acknowledges that the User is solely responsible for the proper use, functioning and protection of the device the User is using for communicating with Credit Suisse under these Terms of Use and Agreement.

The User's use of the eligible Third Party Chat Platform is subject to the terms of service of the Third Party Chat Platform with whom the User contracts for services directly and independently from its relationship with Credit Suisse. The User must ensure that he or she uses the latest available version of the eligible Third Party Chat Platform's App to benefit from the most up-to-date security measures provided by the Third Party Chat Platform.

The User authorizes Credit Suisse to provide the Data in chat communications to the User's specified device based on the security settings selected by the User.

The User acknowledges and agrees that Credit Suisse shall record an independent copy of the communications between Credit Suisse and the User over the Third Party Chat Platform for purposes of quality assurance, compliance with legal and regulatory requirements, including in relation to monitoring of electronic communications, and as evidence. Such Data will be stored by Credit Suisse in Switzerland, with hosting provided by Credit Suisse's service provider Microsoft, which will not have access to the Data. For Users with a business relationship with a Credit Suisse legal entity located outside Switzerland communicating with such Credit Suisse legal entity using a Third Party Chat Platform, this means that the Data may be stored and/or accessible for IT and/or compliance purposes by Credit Suisse affiliates outside the User's country of relationship with Credit Suisse.

The User is aware of, and accepts, the following risks of exchanging the Data electronically using Third Party Chat Platforms:

- The Data is transmitted across borders using the services of one or more third parties unrelated to Credit Suisse and which may be located in different countries globally, including the Third Party Chat Platforms WhatsApp and WeChat, in the United States of America or China, respectively. The laws and regulations in the locations of these third parties may not offer the same level of data protection, client data confidentiality or privacy as the User's country of domicile or relationship with Credit Suisse. Such information may not be covered by the laws or regulations that would otherwise govern the client data confidentiality or bank secrecy between Credit Suisse and the User, including, for example, Swiss laws.
- Data so transmitted may be viewed by the third parties described above and other third parties (including but not limited to governmental authorities and US law enforcement) globally, thereby allowing conclusions to be drawn about the existence of a banking relationship. This applies not only to chat content but in particular to the User's contacts stored in the mobile device of the User, which are shared by the User with the Third Party Chat Platform.
- The receivers of the Data are subject to the laws and regulations in effect in the country/countries in which they are located, which may require them, or Credit Suisse, to disclose all or any part of the Data to authorities or other third parties.
- Data can be changed or intercepted by third parties.
- The identity of the sender (contact) can be assumed or otherwise manipulated.
- The exchange of information can be delayed or disrupted due to transmission errors, technical faults, disruptions, malfunctions, illegal interventions, network overload, the malicious blocking of electronic access by third parties, or other shortcomings on the part of the network provider.
- The settings on a device may allow the device to retrieve the Data about the User and potentially the User's banking relationship by an unauthorized third party.

The User confirms the User is aware of all risks which could result or arise from the use of such communication channel and agree(s) to bear the risks of such communications being intercepted and used by an unauthorized third party, as well as the risks related to incidents temporarily affecting the transmission of information, such as technical malfunctions or interruptions (including those resulting from IT or telecommunication services used by Credit Suisse) and the processing of the Data in a country other than the country of domicile of the User or the User's business relationship with Credit Suisse. The User expressly confirms that the User has read and acknowledges the terms of service and data privacy notices of the Third Party Chat Platform, e.g., WhatsApp and WeChat, as relevant, pursuant to which the Data may be transferred, held and processed by the Third Party Chat Platforms, their affiliates, service providers and partners worldwide.

In consideration of Credit Suisse acting on this Authorization, the User agree(s) not to hold, under any circumstances whatsoever, Credit Suisse liable or responsible in any manner for any direct, indirect and/or consequential losses, claims, damages, costs (including legal costs on a full indemnity basis) and expenses of any nature and, suffered, incurred by or threatened against the Credit Suisse arising from the consent, authority or power granted in this Authorization. Furthermore, any other contractual or non-contractual liability on the part of Credit Suisse, its support staff, subcontractors, or agents is also excluded within the limits of applicable law.

This agreement may be terminated in writing or in electronic form by either party at any time. Upon termination of this agreement, the User may no longer engage in the Third Party Chat Platform communications contemplated herein. Credit Suisse reserves the right to amend these provisions at any time. The User may be notified of these changes via e-mail, and will be deemed to have accepted them unless Credit Suisse receives written notice to the contrary within one month of notification of such changes.

The User acknowledge(s) that governing law and jurisdiction as set out in the general terms and conditions applying to the relationship of the User with Credit Suisse applies to this Authorization.

If the User has any questions or wishes to exercise potential rights with regards to Data held or processed by Credit Suisse, please contact the **Credit Suisse Group Data Protection Officer** at [data.protection@credit-suisse.com](mailto:data.protection@credit-suisse.com). Furthermore, if the User is a California Resident, please also refer to the "California Consumer Privacy Act Annual Notice Supplement for Credit Suisse Client California Residents" online at: <https://www.credit-suisse.com/us/en/legal/privacy-statement.html>. Please also refer to other locally applicable privacy statements online at: <https://www.credit-suisse.com>. If the User has any questions or wishes to exercise potential rights with regards to Data held or processed by the Third Party Chat Platform, please refer to the Third Party Chat Platform's terms of service and data privacy notices.

CLICKING THE "I AGREE" BUTTON BELOW WILL CONSTITUTE ACCEPTANCE OF THESE TERMS OF USE AND AGREEMENT.