

Credit Suisse (UK) Limited
Credit Suisse AG Guernsey Branch
Credit Suisse Digital

Agreements and Privacy Policy



This scrollable text box contains the terms of agreements and privacy policy applicable to this Credit Suisse (UK) Limited Private Banking app which may be accessed on multiple electronic devices (this "App"), arranged in four sections (the "Agreements and Privacy Policy").

N.B. For clients booked through Credit Suisse AG Guernsey Branch, please refer to the additional text at the end of this document.

In the Agreements and Privacy Policy, unless otherwise defined or the context does not permit: (i) "**Bank**" means Credit Suisse (UK) Limited, a company incorporated in England and Wales with company number 02009520, whose registered office is Five Cabot Square, London E14 4QR where an account is opened and maintained with its Private Banking division and in respect of which this App is made available; (ii) "**Client**" means the person(s) in whose name(s) such account is opened and maintained with the Bank in accordance with the account opening terms and conditions of the Private Banking division of the Bank (the "Private Banking Terms and Conditions"); and (iii) "**User**" means the Client and any person accessing or using this App on behalf of the Client either (a) in accordance with the authority arrangements in place with the Bank; or (b) with the express authorisation of the Client and who the Bank is required to permit access in accordance with Applicable Law (a third-party provider or "TPP").

PLEASE NOTE THAT DIFFERENT SECTIONS OF THE AGREEMENTS AND PRIVACY POLICY CONTAIN TERMS TO BE AGREED BETWEEN DIFFERENT PARTIES (IN VARIOUS CAPACITIES, AS THE CASE MAY BE) AND PROVIDE FOR DIFFERENT GOVERNING LAWS AND JURISDICTIONS.

PLEASE NOTE THAT MARKET INFORMATION (AS DEFINED HEREIN) MAY BE PROVIDED AND SUCH MARKET INFORMATION IS PROVIDED FOR INFORMATION AND ILLUSTRATIVE PURPOSES ONLY AND DOES NOT CONSTITUTE A RECOMMENDATION, OFFER, SOLICITATION, ENDORSEMENT OR OTHER APPROVAL BY THE BANK OF ANY MARKET INFORMATION, SECURITY OR OTHER FINANCIAL PRODUCT.

Tapping/clicking the "CONTINUE" button below, having tapped/clicked to tick the "Accept the Agreements and Privacy Policy" tick-box below, will constitute acceptance of the Agreements and Privacy Policy (for any electronic device which may be used to access the App) in your capacity as User and (if relevant) Client. If you accept the Agreements and Privacy Policy as a User who is not the Client, you accept the Agreements and Privacy Policy in your own right and on behalf of the Client on whose behalf you access or use this App.

A copy of this version of the Agreements and Privacy Policy is available within this App or from your Relationship Manager using the contact details made available from time to time, and a copy of the most recently accepted version of the Agreements and Privacy Policy is also available from your Relationship Manager.

(Last updated: 10 August 2018)

Part I: Credit Suisse (UK) Limited Agreement

This Section I contains the general terms and conditions which apply in relation to this App (the “CS Terms”). Terms used in the “Risk Factors” section below shall have the meanings given to them in Clause 1 below, unless otherwise defined or the context specifies otherwise.

Risk Factors

The User should carefully consider the risk factors highlighted below, along with the other information set out in the Private Banking Terms and Conditions.

The information set out in the CS Terms is included for the purpose of enabling an informed assessment to be made of the terms of use of this App, the general risks of using this App and the limitation of liability of the Bank. The risk factors set out or referred to in the CS Terms cannot disclose or foresee all risks or other significant aspects of using this App. The information set out in the CS Terms should not be relied upon as the sole basis for any decision to use this App. Appropriate and relevant advice, to the extent needed, should be sought as to whether the terms of use of this App are acceptable to the User and whether using this App is appropriate in the particular circumstances. Notice is hereby given to the User of the following risks relating to the use of the internet and other electronic media.

Operational risks

The Bank uses Bank IT Systems to deliver services to and perform transactions on behalf of Clients as well as for back office operations. The Bank, therefore, depends on the performance, capacity and reliability of Bank IT Systems to support the Bank’s operations, day-to-day business communications and the delivery or provision of its products and services in relation to this App or otherwise.

The Bank may not be prepared to address all contingencies that could arise in the event of a major disruption of services or remedy any interruption in a timely or satisfactory manner or at all, as the Bank is partly dependent on third parties for the implementation and maintenance of Bank IT Systems and some causes of interruptions to them are beyond the Bank’s control.

Third party risks

The Bank is dependent on software, equipment and services provided or managed by third parties in the operation and provision of products, services or features in relation to this App or otherwise. In the event that there are problems relating to the performance of such software, equipment or services, or any arrangements with any of these third parties are terminated, the Bank may not be able to use or have access to such software, equipment or services on a reliable or timely basis or on commercially acceptable terms, or at all. In these circumstances, this App or any of its services or features may be disrupted or become unavailable.

Verification risks

The Bank may use authentication or verification technologies, services or measures as the Bank deems necessary, desirable or appropriate. There can be no assurance that such authentication technologies, services or measures will be completely secure, adequate or successful to prevent unauthorised access to or use of this App, hacking or identity theft.

Security of information and access

Physical or electronic break-ins, security breaches, service disruption and other disruptive problems caused by the increased use of the internet or any power disruption could also affect the security of information stored in or transmitted through Bank IT Systems. Notwithstanding that the Bank employs certain security measures designed to minimise the risk of security breaches, there can be no assurance that these security measures will be adequate or successful.

This App will be accessed on electronic devices in the User’s possession. Accordingly, the User should take adequate steps (for example, installing all security precautions or software from reliable sources) to minimise or prevent unauthorised access to the User’s IT Systems and any security breaches, attacks or intrusions by Malware or other

similar harmful components interfering with the use of this App. There is also a risk that third parties could gain access to the User's IT Systems before, during or after the User accesses the App, and the third parties may thereby gain access to any information including information which the User chooses to download from the App and store on the User's IT Systems.

Where the User has registered fingerprints or facial attributes that are not its own on its IT Systems (for example, other people's fingerprints registered as part of the "Touch ID" feature of the User's "Apple" mobile electronic device or other people's facial attributes registered as part of the "Face ID" feature of the User's "Apple" mobile electronic device), the Bank strongly cautions against the User enabling use of and access to this App by fingerprint or facial recognition (if available).

The Bank strongly cautions against this App being downloaded, installed or used on an electronic device where any of the security features devised by the operating system or manufacturer have been modified at any time (including an electronic device which has been "jailbroken" or "rooted"). Doing so risks the effective and reliable use of this App and may cause interferences with the use of this App and data security breaches. If this App is downloaded, installed or used on such an electronic device, the User is deemed to be fully aware of and understands the risks of doing so and the Bank shall not be responsible for any consequences of such use.

Communications and Transmissions

Any information, notification, data, document or software transmitted via this App, e-mail or SMS is carried through or on publicly accessible networks and through applicable internet or telephone service providers, is dependent on IT Systems and may be in an unencrypted form.

Accordingly, the possible risks of such communications and transmissions should be understood; these include: (i) another person assuming (fraudulently or otherwise) the User's identity or the Bank's identity, as the case may be; (ii) leakage of any confidential information or profiling of a User's behaviour; (iii) errors in transmission and technical default or power failure of networks, service providers or IT Systems; (iv) delays or time lags in transmission or communications; (v) an intruder or third party interfering with or intercepting any information, notification, data, document, or software so as to receive the User's information or send out unauthorised information, communications or instructions to or from the Bank; and (vi) a third

party discovering the relationship between the User and the Bank.

Personal information

The Bank handles personal information in relation to the provision of its products and services through or as a result of this App or otherwise. The controls that the Bank has implemented to protect the confidentiality of personal information, including those designed to meet the strict requirements of any applicable client confidentiality, banking secrecy or data protection or privacy laws, may not always be effective in preventing unauthorised disclosure of personal information.

Market Information (including Related Images and Instruments)

Information, news, articles, data, analysis, research or other similar information, in any form, whether financial in nature or otherwise, relating to securities, markets, companies, industries or events, whether sourced from or arranged by the Bank and its affiliates or from third parties, whether in relation to the Client's Account(s) or portfolio(s) of cash and investments or more generally, may be made available via or in connection with this App, and shown or listed according to any criteria, including by risk exposure levels (the "Data").

This App also uses metadata, which is sourced from third parties, to embed or otherwise associate images, and to select financial instruments for display, within, with or alongside the Data (the "Related Images and Instruments" and, together with the Data, "Market Information"). Notwithstanding any headings or titles, the accuracy or appropriateness of the Data and presentation of Related Images and Instruments is not assured by the Bank or such third parties and may result in the presentation of Related Images and Instruments which do not bear any true, direct or appropriate connections with the Data.

1. Interpretation and definitions

1.1 Interpretation

- a. The CS Terms shall supplement, form part of and be read in conjunction with the Private Banking Terms and Conditions such that "Terms" as defined in the Private Banking Terms and Conditions shall include the CS Terms.
- b. In the event of any inconsistency between the CS Terms, the Private Banking Terms and Conditions and the User Guide, the CS Terms shall prevail.

- c. Capitalised terms used in the CS Terms shall have the meanings given to them in the Private Banking Terms and Conditions, unless otherwise defined in the CS Terms or required by the context of the CS Terms.

1.2 In the CS Terms

“Access Procedures” means (a) the usernames and passwords (including any username or password customised by the User), any verification applications or software, security devices and information or procedure guides issued to the User by the Bank or any other person specified by the Bank from time to time; and (b) any fingerprint identification; and (c) facial recognition, which enables the User to use and access this App;

“Applicable Laws” means all laws, rules, regulations and requirements, and any supporting laws, rules, regulations and requirements (including notices, directives, orders, court orders and rulings, judicial interpretation codes, customs or practices, guidelines or circulars) issued by any authority, body, agency, exchange or clearing house, central depository or regulator of any jurisdiction in accordance with which a person is required or accustomed to act;

“Bank IT Systems” means electronic and information technology systems (including computer systems, internet and network infrastructure and telecommunications networks), wherever located, and any hardware or software (including any plug-ins), which support the Bank’s operations, whether or not, directly or indirectly, owned or operated by the Bank;

“Conditions” means the Agreements and Privacy Policy, the Private Banking Terms and Conditions, the Glossary, the Access Procedures and the User Guide (each as may be amended, supplemented or modified from time to time);

“CUSIP Agreement” means the “CUSIP Agreement” set out in Section IV of the Agreements and Privacy Policy;

“Glossary” means the Bank’s definitions of certain terms used in, and explanations of certain features of, this App, as displayed in this App (and as may be updated from time to time);

“IT Systems” means any hardware, electronic device (including any mobile electronic device) or software (including any plug-ins, any facial recognition software, and any fingerprint recognition software) and internet, network connection or infrastructure, directly or indirectly

relating to or in connection with accessing, using, supporting or running this App;

“Loss or Damage” means all losses, claims, demands, actions, suits, proceedings, orders, damages, liabilities, costs, expenses (including any direct, incidental, consequential, special, secondary or indirect loss, injury, damage or loss of goodwill, profits or anticipated savings), and any other liabilities of whatsoever nature or description;

“Malware” means all forms of software which interferes with the use of this App in any way or disrupts computer usage, including viruses, cyber-attacks, phishing e-mails, spyware, worms, logic software, bombs, Trojan horses or other similar harmful components;

“SIX Agreement” means the “SIX Agreement” set out in Section III of the Agreements and Privacy Policy;

“SMS” means short message service (also sometimes referred to as mobile text messaging); and

“User Guide” means the Bank’s user guide relating to this App and any other guides, manuals, specifications or other documentation in any written form (in printed, electronic or other form), required to be used in connection with this App as displayed in this App and/or provided to the Client or the User and as they may be updated from time to time.

2. This app’s services

2.1 Subject to and in accordance with the Conditions, the Bank agrees to provide the User access to this App under which the Bank may, from time to time and at its sole and absolute discretion, make available features and services, which may include any of the following:

- a. viewing the balance, performance, selected risk exposure level per the Bank’s records, analysis of current risk exposure level, and valuations of account(s) or portfolio(s) of cash and investments, and history (or status) of transactions within the time period(s) specified by the Bank;
- b. obtaining Market Information or any information in relation to the Client’s Account(s) or any other product or service generally offered or arranged by the Bank;

- c. receiving or sending files, data, notifications or communications from or to or between the User and the Bank; and
- d. such other content, functions, features and services as the Bank may make available to the User on this App.

2.2 The User's express acceptance of the Agreements and Privacy Policy or in relation to a TPP actual use of the App will constitute acceptance of the Agreements and Privacy Policy for any electronic device which may be used to access this App. The User understands that content, features, functions and services available on this App may vary depending on the electronic device that the User uses to access this App. The User further understands that certain content, functions, features and services of this App may be introduced and/or withdrawn and/or their availability may be suspended over time and that, therefore, not all content, functions, features and services of this App will be available to the User at all times; and that, depending on the country of residence, incorporation or establishment of the Client, the User or the Account, the User may not be eligible for access or certain content, functions, features or services may be restricted or not available on this App.

2.3 The Agreements and Privacy Policy will continue in effect, to the extent that they relate to a particular User, indefinitely unless that User's authority is terminated in accordance with the terms of the Agreements and Privacy Policy.

2.4 The User understands that the content, functions and features (including navigation and interface elements) of this App the User Guide and any e-mail and SMS communications pursuant to Clause 5.1 below will primarily be in the English language.

3. Use of this app

3.1 The Bank shall make available to the User instructions to assist and enable the User to set up and use this App.

3.2 The Client agrees that where the authority arrangements in place with the Bank provide for multiple Users for an Account, each User (independently of, whether or not concurrently with, each other User) is authorised to use this App, and provide Instructions, in relation to such Account. The information on this App

may not be updated in a timely manner to reflect multiple Users' instructions in relation to such Account due to the delayed or impeded nature of internet transmissions or failure of the User to refresh the content of this App.

3.3 The Client agrees that the Bank may rely on any information provided by, or deemed to have been provided by, the User unless the Bank receives written notice of a change request signed by the Client or through a facility provided by the Bank and any such notice shall not be presumed to be effective (and the Bank will not be bound by it in any way) without the Bank's written confirmation to the Client of its effectiveness.

3.4 The User understands and agrees that:

- a. it may be signed out of this App after periods of inactivity or after a period of being signed-in;
- b. the Bank has sole and absolute discretion to decide if this App shall be available to the Users who have authority arrangements in place with the Bank and may terminate such User's access and/or Access Procedures without giving any notice. Where the User is a TPP the Bank may deny such access only where it is reasonably justified to do so and there are objective and evidenced reasons relating to unauthorised or fraudulent access for such action. Where access is denied to a TPP User, the Bank shall notify the Client as soon as is reasonably possible and only where such communication would not harm the Bank's security measures or contravene Applicable Law. The Bank shall restore access for the TPP User as soon as is reasonably practicable after the identified issue is resolved;
- c. the Bank has sole and absolute discretion to determine what information, documents and communications may be made available or delivered via this App (including the availability of paper versions of such information, documents and communications to be sent via post). Without prejudice to the generality of the foregoing, the User may, from time to time, request to receive only the electronic copy of certain information, documents and communications (without any paper copy sent via post). If the Bank, in its sole and absolute discretion, approves or effects (or subsequently cancels or withdraws) this request, it shall apply to such information, documents and communications in respect of the Account and all Users in respect of such Account (including

such other persons who may receive such information, documents and communications on behalf of the Client); and

- d. the Bank has sole and absolute discretion from time to time to modify, block, restrict, upgrade, update, withdraw, cancel, suspend, discontinue or make other changes to this App and the information, Market Information, content, functions features, services (including the use of e-mail and SMS communications pursuant to Clause 5.1 below) or products contained or provided in this App (including adding or removing features, products or services) and in all cases with respect to and between one or more of the User's electronic devices, without giving any notice and for any reason whatsoever and for an indefinite period.

4. Users

- 4.1 References to "User" in this Clause 4 shall not include a reference to the Client.
- 4.2 The Client warrants and represents that each User, and each User warrants and represents that it, has capacity and is authorised to use and access this App on the Client's behalf in accordance with the authority arrangements in place with the Bank or as a TPP with the express authorisation of the Client and where permitted in accordance with Applicable Law.
- 4.3 Each User will have Access Procedures which are separate from those of the Client (if any) and any other User except where the User is a TPP in which case the TPP will have the Client's Access Procedures. Each User shall act independently from any other User. Any User may be accessing or using this App in multiple capacities and does so independently and without prejudice to each capacity which such User may be transacting under (for example, as the Client, as agent for and on behalf of the Client or as principal for itself).
- 4.4 The Client will inform each User of the provisions of the Private Banking Terms and Conditions and the User Guide and Glossary which are relevant to the User's use or access of this App before the User first has access to the App and shall promptly inform each User of changes to the Private Banking Terms and Conditions, User Guide and Glossary from time to time.
- 4.5 The Client shall procure that the User's use of this App complies with the Conditions and any Applicable Laws, and shall be solely

responsible for any such non-compliance by the User. The Client shall compensate the Bank for such breaches or non-compliance by the User in accordance with Clause 13.6 below.

- 4.6 Without prejudice to Clause 3.4(b) above, the status or authority of the User may be requested to be amended or terminated at any time by the Client or, where different, that User, by providing written notice to the Bank and any such request will be effective only upon the Bank's written confirmation to the Client. Any amendment or termination pursuant to Clause 3.4(b) or this Clause shall amend or terminate only the Access Procedures of that User or that individual's status as a User, and shall not terminate the access to this App by the Client (unless the Client is that User) or any other User, or affect the status of any other User. Upon such amendment or termination, the Client shall procure that the User returns the relevant Access Procedures to the Bank within a reasonable time. The Agreements and Privacy Policy will continue in full force and effect despite the termination of the authority of a User to the extent that they relate to (a) access to and use of this App by that User before the Bank's written confirmation of termination; and (b) access to and use of this App by other Users.
- 4.7 The Client agrees that the Bank may send to the User replacement Access Procedures, if the Bank considers necessary in its absolute discretion.

5. Notifications and other communications

- 5.1 The Client irrevocably and unconditionally agrees and authorises the Bank (including where the downloadable function of this App is made available to the User) to communicate or provide any information, notification, data or document, in any form, in the Bank's sole and absolute discretion from time to time, via this App (whether or not the User is online or logged into and accessing this App), by e-mail to the User's e-mail address or by SMS to the User's SMS telephone number, as specified in the records of the Bank or as last provided by the User to the Bank via this App (if the App from time to time includes a function for providing such information to the Bank) or by such other method as the Bank may specify from time to time, and such information, notification, data or document may relate to (without limitation):

- a. electronic device registration, security or Access Procedures information (including changes in Access Procedures);
 - b. any administrative changes to its Account(s); or
 - c. any Market Information or information in relation to its Account(s) or any other product or service offered by the Bank.
- 5.2 The User understands and agrees that any information, notification data or document, in any form, sent by the Bank to the User (whether sent on or via this App, by e-mail to the User's e-mail address, or by SMS to the User's SMS telephone number) will be deemed effective and received by the Client at the time and on the date it is despatched from Bank IT Systems to the User. The User agrees to examine and read such information, notification, data or document, and to inform the Bank of any errors or omissions therein within the time periods which the Bank may from time to time stipulate .
- 5.3 The Bank does not:
- a. warrant that this App will from time to time have functions or features sufficient to allow any particular form of communication through this App;
 - b. warrant the accuracy, timeliness (owing to non-delivery or delayed delivery), completeness, security, secrecy or confidentiality of any information, notification, data or document, in any form, transmitted via this App, e-mail or SMS; or
 - c. accept any liability if any information, notification data or document, in any form, transmitted via this App, e-mail or SMS, is read, has been altered or otherwise dealt with in any other manner by a third party as a result of the User downloading such information, notification, data or document.
- 5.4 The User consents to the recording and retention of any communication (via this App, e-mail or SMS) between a User (including, where the User is the Client, any other User on its behalf) and the Bank so that the Bank may have a record of such communications and for legal and regulatory purposes.
- 5.5 The Client agrees that any Market Information or other information, notification, data or document, in any form, provided by the Bank via this App, e-mail or SMS is only for reference and is not binding.
- 5.6 The Client agrees that, for the purposes of Clause 5.1 above, the Bank may use a third party service provider to communicate or provide any information, notification, data or document (including Market Information), in any form.
- 5.7 The information presented on this App does not constitute legal or tax advice, and does not take into consideration tax rules and regulations and cannot be used for tax reporting purposes. The Client should consult its own legal, tax and/or other professional advisor(s) as necessary.
- 5.8 Cross-border considerations
- a. The Client requests the Bank to provide to the User at any time and from time to time Market Information, research materials (generic financial and economic research as well as financial research with issuer/securities specific recommendations) and suggestions and/or recommendations.
 - b. No products, information, notification, data or document made available by the Bank to the User via this App shall constitute or be construed as an offer, invitation or solicitation of any Securities or other financial products in any country of the User's residence. Any information or document made available by the Bank to the User via this App will not be registered as a prospectus in any country of the User's residence and should not be treated as such.
 - c. The User acknowledges that the use of this platform from abroad may constitute a violation of import and export restrictions governing encryption algorithms. The User is responsible for informing himself/herself in this respect. The Bank accepts no liability for any such violations committed by the User.
- 6. Representations and warranties**
- The Client makes each of the following representations and warranties to the Bank and shall be deemed to repeat them on each occasion that the User uses this App:
- a. the Client has taken all necessary action to authorise the User to use this App;

- b. the User: (i) has full capacity and authority to use this App; and (ii) is capable of assessing the merits and understands, and has sufficient knowledge and experience to be able to evaluate, the risks of using this App (including all the risk factors specified above);
 - c. the Client accepts the risks in connection with the use of this App and is capable of assuming and assumes such risks;
 - d. the Client is not relying on any Market Information or any other information, notification, data, document or other communication (written or oral, whether provided through this App or otherwise) of the Bank as investment advice, a recommendation, offer or solicitation to enter into any transaction with or purchasing any product from, the Bank;
 - e. the use of this App complies with and does not infringe any Applicable Laws (and, if relevant, the Client's constitutional documents or other authority arrangements) and is in accordance with the Conditions, or such other guidelines or requirements as the Bank may otherwise specify; and
 - f. any information provided by, or deemed to have been provided by, the User is authentic, complete, correct and not misleading.
- c. omit, delete, forge or misrepresent transmission information, including headers, return mailing and internet protocol addresses;
 - d. engage in any activities or actions intended to withhold or cloak any entity's or individual's identity or contact information; or
 - e. assist or permit any person to engage in any activity prohibited by the Conditions, including those described above.

8. Licence to use this app

- 8.1 Subject to the Conditions, the Bank grants the Client, for the duration of the CS Terms, a personal, limited, revocable, non-transferable and non-exclusive licence to access and use this App. The Client may not sub-license this licence or any other right granted under the CS Terms except to the extent necessary to allow Users to access and use this App on its behalf.
- 8.2 The Client acknowledges that the failure to comply with any part of Clause 8.1 above could constitute a violation of national and international laws or regulations in respect of copyright or other intellectual property right and may give rise to legal proceedings, including criminal prosecution.

9. IT Systems

- ### **7. Undertakings**
- 7.1 The Client undertakes to comply (and to procure each User's compliance) with each of the undertakings in Clause 7.2 below on the date of acceptance of the CS Terms and on each occasion that the User uses this App.
 - 7.2 The User shall not, either alone or in conjunction with any other person:
 - a. store, process, alter, copy, distribute or otherwise deal in any way with any information, notification, data or document, in any form, obtained via this App, except for the Client's use;
 - b. abuse or misuse this App (for example, by sending or posting harassing, abusive, defamatory or obscene materials or using profane or rude language, making defamatory or insulting remarks against any person or using any inappropriate customised username or other virtual name);
- 9.1 The Client will procure that the User's IT Systems shall not be overloaded in such a way, and shall be free in all circumstances from Malware or errors, that could affect the proper functioning of this App.
 - 9.2 The User shall be responsible for acquiring and maintaining all IT Systems necessary for utilising this App and shall ensure that its IT Systems do not lead to any disruption or interference with this App. The Bank may from time to time stipulate the minimum specifications of the IT Systems necessary for the User to use and access this App and is not obliged to support all versions of those IT Systems. The Bank accepts no responsibility for the User's inability to access this App by reason of any deficiency in the User's IT Systems.
 - 9.3 The Client shall bear all costs of internet and electronic communications as well as any other expenses arising from the use of this App.

10. Access, security and confidentiality

10.1 The Client shall ensure that, at all times, this App is only accessible and used by the User unless otherwise agreed with the Bank or is permissible in accordance with Applicable Law.

10.2 The Client agrees with the Bank that where any person applies to the Bank to use or access this App or issue instructions by using the Access Procedures to identify itself:

- a. the Bank shall regard such person to be the User; and
- b. all such use or access of this App shall be deemed to be use or access by the Client.

Accordingly, the Bank may allow such person to use or access this App in accordance with the authority arrangements in place with the Bank without performing any check on such person's identity, or such person's authority to use or access this App.

10.3 The Client shall procure that the User:

- a. takes adequate steps (for example, installing all security procedures or software from reliable sources) to minimise or prevent unauthorised access to and use of the User's IT Systems and any security breaches, attacks or intrusions by Malware or other similar harmful components interfering with the use of this App;
- b. takes reasonable steps to keep the Access Procedures safe, secure and secret to minimise or prevent unauthorised access to or use of this App (for example, to destroy any printed copy of the Access Procedures, not to allow anyone else to use the Access Procedures except where permitted in accordance with Applicable Laws, not to record the Access Procedures on any electronic device for accessing this App or on anything usually kept with or near it, and not to write down or record the Access Procedures without disguising them);
- c. does not use easily accessible personal information (including the User's name, telephone numbers or date of birth) when the User selects its own password or creates a customised username for accessing this App, and does not use the same username

or password for accessing other services or websites;

- d. adheres to the security measures specified by the Bank from time to time, including the security measures as set out in the User Guide and this Clause 10;
- e. informs the Bank immediately after it finds or believes that any of the Access Procedures have been compromised (including lost or stolen) or that any unauthorised instructions or transactions have been conducted over the Client's Account(s), by contacting the relevant relationship manager and by following any further notice instructions given by the relevant relationship manager;
- f. permits the Bank or any supervisory or regulatory body to have such access to its IT Systems as the Bank or the supervisory or regulatory body may request, and the User shall co operate in answering any of their queries in relation to any aspect of this App;
- g. provides the Bank with all reasonable assistance and information requested by the Bank from time to time so the Bank can perform any security checks on this App and the IT Systems as the Bank considers necessary, desirable or appropriate; and
- h. keeps secure and confidential all information contained in and in relation to this App, and takes all reasonable steps to protect the confidential nature of any information contained in this App.

10.4 Where the User has registered and enabled access to this App via fingerprint recognition or face recognition on its IT Systems, the User understands and agrees that:

- a. where the User has registered on its IT Systems fingerprints or facial attributes of persons who are not Users, these persons will be able to access and use this App and the User shall prevent these persons from using and accessing this App;
- b. the Bank may deactivate the fingerprint recognition and facial recognition features on this App at any time;
- c. for the purposes of the fingerprint recognition and facial recognition feature, this App will be requesting the User's IT Systems to validate fingerprint(s) using the fingerprint(s) and/or facial attributes registered on the User's IT

Systems (for example, on the “Touch ID” or “Face ID” feature of the User’s “Apple” mobile electronic device), and the User hereby consents to the Bank doing so for the provision of the fingerprint recognition and facial recognition features. All sensitive personal data that is processed from facial recognition or fingerprint recognition will remain on the User’s IT Systems and will not be processed or held by the Bank; and

- d. it will have access to limited features on this App where it solely uses the fingerprint recognition feature or the facial recognition feature to access this App and may be required to undertake additional steps to authenticate its identity before it uses other features of this App.

The Bank does not warrant or represent that this App will from time to time allow enabling of access to this App via fingerprint recognition on the User’s IT Systems.

11. Technical assistance

11.1 The Bank may, at its discretion, provide the User with technical assistance during certain hours if the User encounters difficulty in using this App (including, the delay or failure in the delivery of an account document or communication). Contact details for such assistance are provided in the User Guide and in this App.

11.2 Technical assistance solely covers technological access to and use of this App in accordance with the Conditions.

12. The SIX agreement and the CUSIP agreement

The Client (i) represents and warrants to the Bank that the User has full capacity and authority to enter into the SIX Agreement and the CUSIP Agreement under the laws which respectively govern such agreements, (ii) shall be deemed to repeat this representation and warranty on each occasion that the User uses this App, and (iii) shall procure the User’s compliance with the terms of the SIX Agreement and of the CUSIP Agreement.

13. Limitation of the liability and indemnity

13.1 The Client agrees that the exclusions of liability in the CS Terms (in particular, this Clause 13) are reasonable. However nothing in the CS Terms shall exclude or restrict the Bank’s liability:

- a. arising from the Bank’s fraud or fraudulent misrepresentation; or
- b. for death or personal injury arising from the Bank’s negligence, nor any other liability which cannot be excluded by law.

13.2 Risk Factors.

Where the Bank has disclosed certain risks connected with the use of this App (including the “Risk Factors” section above), the Client acknowledges and agrees that it shall fully assume all such risks.

13.3 Third Party Content.

- a. The Client acknowledges and agrees that: (i) this App may include, refer to or make available links to web or other internet sites which are not controlled by the Bank ; and (ii) Market Information or any other information or content or IT Systems may be sourced from or delivered through third party providers or the Bank and its affiliates and the provision of such Market Information or any other information or content or IT Systems is, at all times, subject to and in accordance with the Agreements and Privacy Policy.
- b. Notwithstanding any headings or titles, the existence of a link from this App to any third party website or other internet sites, or the provision of Market Information, is provided for information and illustrative purposes only and does not constitute a recommendation, offer, solicitation, endorsement or other approval by the Bank of any Market Information, product or transaction or of such web or other internet site, its content or any provider thereof.
- c. The Bank does not guarantee, represent or warrant, directly or indirectly, expressly or impliedly, the accuracy, completeness, timeliness or reliability of Market Information or any other information or content or IT Systems provided by, sourced from or delivered through a third party provider or internet site that may be presented on this App or accessed through links on this App. The User’s reliance on, access to or use of linked web or other internet sites or its content thereof or Market Information or IT Systems is entirely at the Client’s own risk.

13.4 Use of this App.

The Bank shall not be responsible for or liable to the Client or to any person (whether in tort,

contract or otherwise) for any Loss or Damage, however arising, unless prohibited by Applicable Laws or arising solely from the Bank's fraud or fraudulent misrepresentation, which the Client or any other person may suffer from or by reason of:

- a. the User's access or use of this App;
- b. any unauthorised use of this App;
- c. the multiple User function of this App pursuant to Clause 3.2 above;
- d. any materialisation of the risks referred to in Clause 13.2 above;
- e. the destruction or corruption of files, data or programmes on the User's IT Systems;
- f. the User being unable to gain access, or any delays in access, to this App for whatever reason;
- g. the User's reliance on, access to or use of Market Information, or any other information, content or IT Systems provided by, sourced from or delivered through a third party provider or the Bank and its affiliates or internet site that may be presented on this App or accessed through links on this App;
- h. any service disruptions or delays owing to any damage, failure or overloading of Bank IT Systems or User's IT Systems howsoever caused;
- i. any modification, restriction, upgrade, update, withdrawal, cancellation, suspension or discontinuance preventing the User from accessing or otherwise using any features, products or services of this App pursuant to Clause 3.4(d) above;
- j. the transmission of any information or document described in Clause 5.3 above;
- k. any actions taken by a third party against the User in connection with the Agreements and Privacy Policy;
- l. events beyond the control of the Bank (including circumstances caused by force majeure, acts of God, calamity, natural disaster, industrial actions, power failure, computer breakdown, war, acts of terrorism, civil strife or sabotage);
- m. any incorrect interpretation by the User of remote technical assistance instructions given by the Bank to the User;
- n. any breaches or violations by the User of the cross-border considerations described in Clause 5.8 above; or
- o. where applicable, the Bank's reliance on the authority granted in, or the validity of, any authority arrangements between the Client and an external asset manager, and the Client agrees to fully assume all such risks, responsibility and liability described in this Clause 13.4.

13.5 Under no circumstances will the Bank be liable to the Client or the User under or in connection with the CS Terms or this App for loss of profits, loss of data, reputational damage or any indirect or consequential loss, whether arising in contract, tort, for breach of statutory duty or in any other way.

13.6 The Client agrees to fully compensate (by payment) the Bank and all of its officers, servants, employees, correspondents, nominees and agents, immediately on the Bank's written request, for any and all Loss or Damage, howsoever arising, unless arising solely from the Bank's fraud, fraudulent misrepresentation, negligence or breach of the Conditions, which the Bank or any of those other persons may incur or sustain from or by reason of:

- a. the User's access to or use of this App or any unauthorised use of this App;
- b. breach(es) by the User of the Agreements and Privacy Policy, the Conditions or any Applicable Laws;
- c. breach(es) by the User of any of the terms of the SIX Agreement or of the CUSIP Agreement; or
- d. any actions taken by a third party against the Bank in connection with the Agreements and Privacy Policy.

13.7 Credit Suisse Group AG, and each branch, representative office, subsidiary or associated or affiliated company of Credit Suisse Group AG or of the Bank (each, a "Bank Affiliate") may enforce the provisions of the Conditions against the Client and the User, subject to and in accordance with Clause 14, any other relevant provisions of the Conditions and the

Contracts (Rights of Third Parties) Act 1999. The Bank, the Client and the User do not require the consent of any Bank Affiliate to rescind or vary the Conditions at any time. If a Bank Affiliate brings proceedings to enforce the Conditions, the Client or User shall only have available to it by way of defence, set-off or counterclaim a matter that would have been available by way of defence, set-off or counterclaim if that Bank Affiliate had been a party to the Conditions.

13.8 Except as set out in Clause 13.7, a person who is not a party to the CS Terms has no right to enforce any term of the CS Terms.

13.9 This Clause 13 shall be in addition to, and shall not restrict, any limitation of liability or other protection available to the Bank under the Conditions and any Applicable Laws.

14. Governing law and jurisdiction

The CS Terms and any non-contractual obligations arising out of or in relation to the CS Terms are governed by and construed in accordance with English law, and the Bank, the Client and the User agree that all disputes under or in respect of the CS Terms shall be dealt with exclusively by the courts of England.

Part II: Credit Suisse (UK) Limited Privacy Policy

This privacy policy (the “Privacy Policy”) provides an overview of how Credit Suisse (UK) Limited processes personal data, your data subject rights and how we process personal data via the App. For a general overview of how Credit Suisse (UK) Limited processes personal data and of your data subject rights please review our UK privacy notice by clicking here (<https://www.credit-suisse.com/media/assets/private-banking/docs/uk/uk-privacy-notice.pdf>).

The remainder of this Privacy Policy provides details on how we intend to collect, use, store, share, and safeguard the information about you that we collect via this App (as defined in the Credit Suisse (UK) Limited Private Banking App Agreements and Privacy Policy). By clicking to accept this Privacy Policy or accessing, visiting or using this App, you acknowledge the collection, use, disclosure, and retention of your information as described herein.

Terms defined in this Privacy Policy shall apply only in respect of this Privacy Policy.

References in this Privacy Policy to provisions “above” and “below” are to provisions of this Privacy Policy.

1. Our commitment to protecting your personal data

Credit Suisse Group AG, including all branches, representative offices, subsidiaries, and associated and affiliated companies, of Credit Suisse Group AG, wherever located, and in particular including Credit Suisse (UK) Limited, which takes responsibility for collection of personal data through or in connection with this App, (together or separately, “we”, “us”, “our” or “Credit Suisse”) are committed to maintaining the privacy of each of (and of individuals representing) their respective current, former and/or prospective customers (“you”). We recognise that you entrust important personal data (such as, without limitation, data that can be used to identify an individual) to us, and we wish to assure you that we take seriously our responsibilities in protecting and safeguarding this information. We pledge to meet fully the requirements of applicable personal data protection and privacy laws and regulations (“Data Protection Laws”) to ensure our compliance with the strictest standards of security and confidentiality.

Credit Suisse may have entered or will enter into separate agreements, or terms and conditions, (including Section I of the Agreements and Privacy Policy) with you that contain specific data protection provisions and, in such circumstances, in

the context of your use of this App this Privacy Policy shall prevail over the terms of any separate agreements or terms and conditions.

2. Privacy policy statement

This Privacy Policy sets out information about, and our rules on data protection and the legal conditions imposed on us under applicable Data Protection Laws in relation to, the collection, handling, processing, storage, use, transportation and destruction of personal data by Credit Suisse and any third party dealing with personal data on our behalf, in connection with this App. We require that all members of staff, and any third party dealing with personal data on our behalf, comply fully with the terms of this Privacy Policy and any other instructions relating to data protection that may be issued or updated by us from time to time.

3. Lawful and fair collection of personal data

3.1 From time to time, it may be necessary for you to supply us with your personal data in connection with the use of this App and/or our provision of services (in addition to personal data that you otherwise provide to us in connection with your (or the customer whom you represent) client relationship with us). We may also collect personal data about you from publicly available sources (e.g. the Internet and social media websites). We may also collect and process details of your usage of this App. We will collect and process such

personal data only to the extent permissible under applicable Data Protection Laws.

- 3.2 Examples of personal data that we may collect or process in connection with this App include, but are not limited to: your name, user ID; virtual name (the name chosen by you as the user of this App before, upon or after sign-in) and contact information (e.g. address, e-mail address, phone number, etc.); account, transaction and financial information; online behavioural, preference and collaboration information (e.g. statistics on page views, traffic data, user preferences, location data and communication data); sign-in information; information about the hardware and/or software you use to access the App (e.g. browser, device, platform etc.); internet protocol (IP) address; Wi-Fi connection information, web log information and other related information necessary for your relationship with us.

4. Use of personal data only for legitimate purposes

- 4.1 Personal data we collect from you via this App (along with personal data that you otherwise provide to us in connection with your client relationship with us) may be used by us or our third party service providers to provide you with our products and services (which may include financial, banking, securities, advisory, investment products and services, including but not limited to derivatives, securities trading, commodity, equity and fixed income sales, prime services (including execution, brokerage, settlement, give-up, clearing, custody, reporting and financing services), exchanged-traded funds and mortgages) (our "Products and Services"); to confirm your identity; to enable you to use this App; to improve user experience; to administer our business; to maintain our records; to communicate with you (including sending alerts, notifications, updates, content, or information); to conduct statistical analysis and better understand client interaction / behavior / satisfaction; to enhance and support our operations; to conduct audits; to manage our risks; to carry out servicing, maintenance, and security of the App; to market our Products and Services (subject to marketing preferences obtained / expressed separately, in the context of our wider relationship); to tailor our offerings to you; and to the extent necessary to comply with court orders, law, rules, regulations, codes of practice, guidelines or requests applicable to us

(including reporting to regulators, trade depositories, or responding to requests from law enforcement authorities or governmental agencies, in each case in any jurisdiction). We have a legitimate interest in processing your personal data for these purposes, which provides the legal basis for our processing. In some circumstances processing as described in this paragraph may also be necessary so that we can comply with our legal obligations.

- 4.2 Further information about the purposes for which we may use your personal data may be contained in privacy notifications provided to you on or before collection of your personal data, our agreements with you, or our terms and conditions which govern our relationship with you. Any processing of your personal data will be only for those specified purposes or for any other purposes specifically permitted by applicable Data Protection Laws.

5. Cookies

- 5.1 All of our websites utilise a standard technology called "cookies" to collect information about how our websites are used, which may include your personal data. The use of cookies is essential to the operation of our websites. If you access this App via the web, you may opt-out of receiving cookies by disabling cookie support but doing so may prevent the App from functioning properly and you may not be able to utilise fully all of its features and information.
- 5.2 What is a Cookie? A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a website, that website's computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other websites. A cookie cannot retrieve any other data from your hard drive or pass on computer viruses.
- 5.3 What is a Pixel Tag? A pixel tag is a small block of code on a webpage that allows websites to do things like read and place cookies. The resulting connection can include information such as the person's IP address, the time the person viewed the pixel and the type of browser being used.

- 5.4 What is a Web Beacon? A Web beacon is an often-transparent graphic image, that is placed on a Web site or in an email that is used to monitor the behaviour of the user visiting the Web site or sending the email. It is often used in combination with cookies.
- 5.5 What is a GIF? A GIF (Graphics Interchange Format) is an image file format commonly used for images on the web and sprites in software programs. GIFs store image data using indexed color, meaning a standard GIF image can include a maximum of 256 colors.
- 5.6 If you would like to know more about our policies in relation to the use of cookies and your online security, please refer to our Privacy & Cookie Policy, available at <https://credit-suisse.com/digitalbanking>.

6. Adequate, relevant and non-excessive processing of personal data

We will only collect your personal data to the extent that it is required for the specific purpose(s) notified to you when we collect your personal data, or as permitted by applicable Data Protection Laws.

7. Accuracy of your personal data

We will take all practicable steps to ensure that the personal data we hold is accurate and kept up-to-date. We will therefore take reasonable and appropriate steps to check the clarity and accuracy of any personal data at the point of collection and at regular intervals afterwards. Personal data which is found to be inaccurate or out of date will be amended or destroyed.

8. Retention and deletion of your personal data

We will take all practicable steps to ensure that your personal data is not kept longer than is necessary for the purpose(s) that are notified to you when we collect your personal data (including any directly related purpose(s)) or as otherwise required to comply with applicable legal or regulatory requirements. We will assess and respond to requests to delete data.

9. Data confidentiality and security

- 9.1 We shall take all practicable steps to maintain the security of your personal data from the point of collection to the point of destruction. We will therefore ensure that appropriate security measures are taken against any

unlawful, unauthorized or accidental access, processing, erasure, loss or use of personal data. In order to maintain the security of your personal data, we have implemented the following procedures and measures:

- Access controls. Varying degrees of rights of access to systems containing personal data are granted to specific staff according to their roles and responsibilities. These rights of access are reviewed regularly. Third party service providers can only gain access on a need-to-know basis.
- Physical, Electronic and Procedural Safeguards. We maintain physical, electronic and procedural safeguards to guard your personal data, including firewalls, individual passwords, and encryption and authentication technology.

10. Disclosure and transfer of your personal data

- 10.1 From time to time, we may provide your personal data collected via this App to third parties who process personal data on our behalf ("Data Processors") (who may be within or outside of the jurisdiction in which you have, or the customer whom you represent has, a client relationship with us) to the extent necessary to achieve the purposes specified above and to the extent permissible by law. We will only transfer personal data to such third party Data Processors if they agree, contractually or otherwise, to comply with the procedures and policies in relation to the retention and security of personal data as outlined in paragraphs 8 and 9 above, or if they put in place adequate and appropriate retention and security measures themselves.

- 10.2 Typically, we provide personal data to the following persons for the purposes described in paragraph 4 above:

- the head office and any branches, representative offices, subsidiaries or associated or affiliated companies of the Credit Suisse Group AG, wherever located;
- any person to whom disclosure of your personal data is necessary in order for us to validly effect, manage, administer and/or enforce any services or transactions requested or authorised by you;

- the Data Processors described in paragraph 10.1, and any other agent, contractor or third party service provider who provides administrative, telecommunications, information technology, payment, securities clearing, data processing or storage, video streaming or other content provision, market data or other services to us in connection with the operation of our business;
- any person to whom we are under an obligation to make disclosure under the requirements of any law, rules, regulations, codes of practice, guidelines or voluntary arrangements applicable to us or in response to properly made requests from law enforcement authorities or governmental agencies; and
- any of our auditors, legal and/or other professional advisors or any other person under a duty of confidentiality to us. In each case, these persons may be located anywhere in the world, including in countries which do not have data protection laws as strict as the jurisdiction in which you (or the customer whom you represent) have a client relationship with us (but see paragraph 10.4 below).

10.3 Further information about the persons to whom we may transfer your personal data may be contained in privacy notifications provided to you on or before collection of your personal data, our agreements with you, or terms and conditions which govern our relationship with you.

10.4 We will not transfer your personal data outside of the jurisdiction in which you (or the customer whom you represent) have a client relationship with us unless:

- the receiving jurisdiction is within the European Union or European Economic Area or has been determined by the European Commission or another authority which is competent to make such a determination under Applicable Law to ensure an adequate level of protection for transferred personal data;
- we need to make the transfer in order to perform an agreement between us and you;
- we need to make the transfer for important reasons of public interest or for the establishment, exercise or defence of legal claims;

- we have put in place an agreement with the recipient of the personal data to ensure the adequate protection of your personal data in the receiving jurisdiction (if you wish to have further information about, or a copy of, any of these agreements, please contact us as suggested in paragraph 11.2 below); or
- where permitted by applicable Data Protection Laws, we have obtained your explicit consent.

11. Your rights

11.1 You have the following rights in respect of your personal data under the General Data Protection Regulation 2016/679 ("GDPR"):

- The right of access – according to Article 15 of the GDPR.
- The right to rectification – according to Article 16 of the GDPR.
- The right to erasure – according to Article 17 of the GDPR.
- The right to restrict processing – according to Article 18 of the GDPR.
- The right to object – according to Article 21 of the GDPR.
- The right to data portability – according to Article 20 of the GDPR.

If applicable, you also have a right to make a complaint to the Information Commissioner.

You can withdraw consent granted to us for the processing of your personal data at any time. This also applies to withdrawing consent that was made to us before May 25 2018 when the GDPR comes into force.

11.2 Further information on your rights and on our processing of personal data are set out in Credit Suisse (UK) Limited Privacy notice at <https://www.credit-suisse.com/media/assets/private-banking/docs/uk/uk-privacy-notice.pdf>

11.3 Requests to exercise these rights or for details of the data protection authority with whom you have the right to lodge a complaint about our processing of your personal data, may be made in writing to our Privacy officer at:

Credit Suisse (UK) Limited
The Data Protection Office
Five Cabot Square
London
E14 4QJ

11.4 Nothing in this Privacy Policy shall limit your rights under applicable Data Protection Laws.

11.5 This Privacy Policy shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which we may enter into with you.

11.6 We may amend this Privacy Policy from time to time by posting an updated version on this App.

Part III – SIX Agreement

This Section III contains the terms of an agreement between SIX Financial Information Ltd (whose principal place of business is at Hardturmstrasse 201, 8005 Zurich, Switzerland) (“SIX”) and the User (in this Section IV, these “SIX Terms”).

For the purposes of these SIX Terms, “User” shall refer to the person tapping/clicking the “CONTINUE” button below, who should be the same person who has tapped/clicked to tick the “Accept the Agreements and Privacy Policy” confirmation tick-box below. This person shall either be the Client or a person acting on behalf of the Client. With respect to a person acting on behalf of the Client and for the purposes of these SIX Terms, this person shall also simultaneously be acting as principal for itself.

In the event and to the extent of any inconsistency between these SIX Terms and the terms and conditions in Section II of the Agreements and Privacy Policy, these SIX Terms will prevail.

1. Financial information services and usage inspection

- 1.1 The User wishes to receive the following from various exchanges, data contributors, news sources and other data suppliers (“Data Suppliers”), via this App of Credit Suisse AG and/or its affiliates (“Credit Suisse”), aggregated by and from SIX and its affiliates: national and international financial information, such as market data, securities data, quotes, administrative information (in particular, reference data, event data, valuation and historical prices) and economic reports (together, “financial information”).
- 1.2 The User agrees that its receipt of the financial information will be limited to delayed financial information.

2. Utilisation of financial information

- 2.1 Nothing in these SIX Terms confers on the User the right to grant third parties the right to distribute, make available, process or publish the financial information.

- 2.2 The User recognises that the utilisation, application and interpretation of financial information transmitted to the User require both knowledge and the ability to evaluate such financial information. SIX shall not be responsible for any recommendations or forecasts made, opinions expressed, actions performed or measures taken in or on the strength of such financial information. In connection with the financial information, SIX does not provide any legal, compliance, financial, investment or other advice.

- 2.3 Authorised access to the financial information is enabled by SIX. The User shall limit access to the financial information exclusively to the User. The User shall keep the username, password and SecurID token (for this app), which are issued by Credit Suisse, secure and shall not disclose/provide any of them to third parties. If the username, password or SecurID token is lost or stolen, or there is a possibility of them being misused in any way as regards access to this App, the User undertakes to promptly notify Credit Suisse (who will subsequently notify SIX).

3. Modifications to financial information services/content

- 3.1 SIX and its Data Suppliers shall be entitled, at any time and at their discretion, to modify the transmission and delivery times, as well as the transmission speeds, the protocols of financial information rendered, the format and the contents, of the financial information supplied.
- 3.2 SIX does not provide any guarantee regarding the availability of the financial information. SIX expressly reserves its right to temporarily discontinue the availability of the financial information, completely or partly, due to technical difficulties.
- 3.3 SIX shall further be entitled to suspend or discontinue the access to the financial

information with immediate effect if the User infringes any of these SIX Terms; this may include cases where the User makes use of the financial information contrary to these SIX Terms.

4. User's hardware or software

SIX does not provide any hardware or software to the User to access the financial information. The User shall ensure that their infrastructure for using this App does not lead to any disruption or interference with the systems or telecommunications facilities of SIX.

5. Exclusion of liability

- 5.1 SIX, and its affiliates and Data Suppliers, accept no liability for the accuracy, completeness, or appropriateness of the financial information and shall have no responsibility for any kind of damage or loss (including indirect or consequential damage, such as loss of profit, unrealised savings or additional expenditures) caused to the User with regard to the financial information. Any warranties of fitness for a particular purpose or use, or similar obligation, are expressly disclaimed / excluded.
- 5.2 The transmission of the financial information may be effected by way of public, unprotected facilities of common carriers, or other public unprotected telecommunications facilities (e.g. satellites or Internet) operated by third parties. SIX, and its affiliates and Data Suppliers, shall not be held liable for any loss caused to the User as a result of communication errors, technical deficiencies, electrical interruptions, delays, disturbances, or illegitimate interference with telecommunications facilities.
- 5.3 The User will hold SIX, and its affiliates and Data Suppliers, harmless in respect of any claims or damages arising from or relating to the User's access to or use of the financial information.

6. Intellectual property rights

The User acknowledges that the following rights are the property of SIX, and/or its affiliates and/or Data Suppliers, and the User agrees to not exploit, utilise or otherwise misuse such rights and that this obligation shall survive any termination of the services provided under these SIX Terms: any and all intellectual property rights, of any nature, anywhere in the world, whether registered or otherwise, that may subsist in the financial

information, including copyright, rights in databases, patents, trademarks, design rights and domain names, trade or business names, goodwill, moral rights, know-how and any other intellectual property rights of such persons which apply to the financial information, hardware, software, applications, displays, documents, logos or user interface.

7. Termination, amendment and enforceability

- 7.1 Any breach of these SIX Terms by the User will entitle SIX to terminate the provision of services under these SIX Terms in whole or in part at any time and with immediate effect.
- 7.2 The User acknowledges that, where SIX provides all or part of the financial information on the basis of a legal relationship existing between itself and third parties, and if such legal relationship is terminated for any reason, SIX will be entitled to terminate the provision of services under these SIX Terms; SIX will also have an equivalent right of termination if it is no longer allowed any other concessions or rights by third parties which it considers necessary or desirable in relation to its provision of services under these SIX Terms.
- 7.3 In case of amendments (including additions) to these SIX Terms being sought by SIX, the User will be presented with the amended version of these SIX Terms (e.g. via this App) and will be asked to accept such version. The User acknowledges and agrees that the subsequent provision of the financial information will be conditional upon their acceptance of such amended versions of these SIX Terms.
- 7.4 In the event of any one or more provisions of these SIX Terms becoming invalid, the overall validity of these SIX Terms will not be affected.

8. Governing law and jurisdiction

- 8.1 These SIX Terms are governed by Swiss Law and the exclusive place of jurisdiction for all proceedings arising out of or in connection with these SIX Terms is Zurich.

Part IV – CUSIP Agreement

This Section IV contains the terms of an agreement between CUSIP Global Services (managed by Standard & Poor’s Financial Services LLC, on behalf of the American Bankers Association (“ABA”)) whose principal place of business is at 55 Water Street, 45th floor, New York, NY 10041, United States of America (“CGS”) and the User (in this Section V, these “CUSIP Terms”).

1. The CUSIP information contained in this App consists of security identifiers and related descriptive information (the “CUSIP Database”) and is protected under the copyright laws and is licensed with permission from CGS, on behalf of the ABA. The CUSIP Database is comprised of certain CUSIP standard numbers, CUSIP standard descriptions, CGS International Securities Identification Numbers (ISINs), CUSIP International Number System (CINS) numbers and other information about financial instruments (the “CUSIP Data”), which CGS regularly maintains and periodically enhances and further develops.
2. The User agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CGS and ABA, and that no proprietary rights are being transferred to the User in such materials or in any of the information contained therein. Any use of the CUSIP Data by the User outside of the clearing and settlement of transactions may require a license from CGS, along with an associated fee based on usage. The User agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, the User agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.
3. The User agrees that the User shall not publish or distribute in any medium the CUSIP Database or any substantial portion of the information contained therein or summaries or subsets thereof to any person or entity. The User may not create or maintain a master file or database of CUSIP identifiers or descriptions for itself or any third party recipient that is intended to serve as a substitute for any CGS service.
4. The User agrees not to: (1) Violate the restrictions in any robot inclusion headers on this App or in any way bypass or circumvent any other measure employed to limit or prevent access to the CUSIP Data on this App; (2) Violate the security of this App or attempt to gain unauthorized access to this App, CUSIP Data, materials, information, computer systems or networks connected to this App’s server, through hacking, password mining or any other means; or (3) Interfere or attempt to interfere with the proper working of this App or any activities conducted on or through this App, including accessing any CUSIP Data, content or other information prior to the time that is intended to be available to the public on this App.
5. NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO THE USER ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. IN NO EVENT SHALL CGS, ABA OR ANY OF THEIR AFFILIATES BE LIABLE PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

For clients booked through Credit Suisse AG Guernsey Branch, the following changes shall apply to the above text:

All references to "Credit Suisse (UK) Limited" shall be replaced with "Credit Suisse AG Guernsey Branch"

The definition of "Bank" shall be replaced by "Bank" means Credit Suisse AG Guernsey Branch, a branch of Credit Suisse AG (incorporated in the Canton of Zurich, Switzerland), regulated by the Guernsey Financial Services Commission, with its principal place of business at P.O. Box 368, Helvetia Court, South Esplanade, St Peter Port, Guernsey, GY1 3YJ."

Clause 14 of Section I shall be replaced by: "The CS Terms and any non-contractual obligations arising out of or in relation to the CS Terms are governed by and construed in accordance with Guernsey law, and the Bank, the Client and the User agree that all disputes under or in respect of the CS Terms shall be dealt with exclusively by the courts of Guernsey."

The Privacy Notice (referred to in "Section II: Credit Suisse (UK) Limited Privacy Policy") applicable for Credit Suisse AG Guernsey Branch clients can be found at <https://www.credit-suisse.com/media/assets/private-banking/docs/gg/data-privacy-statement.pdf>

Clause 11.1 of Section II shall be replaced by: "11.1 You have the following rights in respect of your personal data under PART III of the Data Protection (Bailiwick of Guernsey) Law 2017 ("GDPL"):

- The right of access - according to Section 15 of the GDPL.
- The right to rectification - according to Section 20 of the GDPL.
- The right to erasure - according to Section 21 of the GDPL.
- The right to restrict processing - according to Section 22 of the GDPL.
- The right to object - according to Section 17, 18 & 19 of the GDPL.
- The right to data portability - according to Section 14 of the GDPL.

If applicable, you also have a right to make a complaint to the Office of Data Protection Commissioner.

You can withdraw consent granted to us for the processing of your personal data at any time. This also applies to withdrawing consent that was made to us before May 25 2018 when the GDPR came into force."

Clause 11.3 of Section II shall be replaced by: "11.3 Requests to exercise these rights, or for details of the data protection authority with whom you have the right to lodge a complaint about our processing of your personal data, may be made in writing to our Data Protection Officer at:

Credit Suisse AG Guernsey Branch
Helvetia Court
South Esplanade
St Peter Port
Guernsey
GY1 3YJ."

For the avoidance of doubt, the information provided by the App does not constitute advice and/or financial promotion in Guernsey.



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