

Terms of Use for Electronic Communication (2019 version)

The following provisions shall apply for the contracting partner (hereinafter referred to as the «Client») as regards the **use of an electronic communication channel not operated by Zürcher Kantonalbank (hereinafter referred to as the «Bank»)** such as e-mail, SMS or other standard means of communication (hereinafter referred to as «Electronic Communication»):

1. Authentication

The Bank is entitled to assume that all messages originate from the Client or its proxy if these messages are sent from addresses (such as an e-mail address or mobile telephone number) which the Client or its proxy uses or has communicated for use in dealings with the Bank. The Bank is authorised to contact the Client by the same means. It shall not be obliged to take further measures to identify the sender or recipient.

2. Messages from the Bank

All messages sent by the Bank to the addresses used for Electronic Communication used by the Client or its proxy in dealings with the Bank or communicated to the Bank for use shall be deemed to have been **delivered to the Client**.

3. Contents of the communication

The Bank uses Electronic Communication in particular for recommendations, event notification, tips, confirmations of appointment requests and for the delivery of publications regarding products and services.

The Client acknowledges that Electronic Communication is neither available for stock market or payment orders nor generally for any messages that are time-critical. The Bank processes messages only during normal business hours.

4. Risks

When using an Electronic Communication channel not operated by the Bank, the Client accepts the following risks in particular:

- Communication is generally unencrypted. Unauthorised third parties may gain knowledge of the sender, the recipient and the transmitted content. The existence of a banking relationship may be deduced from this information. **Bank-client confidentiality cannot be maintained, and the Client releases the Bank from the obligation to maintain bank-client confidentiality to this extent.** Even if the sender and recipient are in Switzerland, data may be transmitted abroad to countries whose level of data protection are potentially not comparable to those of Switzerland.
- Unauthorised third parties (e.g. hackers) can simulate or manipulate the identity of the sender (e.g. e-mail address, mobile phone number). Third parties may falsify the content of messages.
- Messages may contain malware or viruses that may cause damage to the recipient. The Bank deletes suspicious messages automatically and before they are read.
- Messages can arrive late or not at all at the recipient due to technical reasons or disruptions caused by third parties.

5. Due care and liability

The Bank accepts no liability whatsoever for damage based on the use of e-mails, SMS or other means of Electronic Communication not operated by the Bank, insofar as the Bank has applied due care.

6. Management and archiving

The Client is exclusively responsible for the management and archiving of sent and received messages.

7. Amendment of terms and conditions of use

The Bank reserves the right to amend these Terms of Use at any time for objective reasons. It may also notify the Client of such changes electronically. The amendments shall be deemed to have been accepted unless the Client objects in writing or any other form that constitutes proof through text within 30 days of their communication or if the Client continues using an Electronic Communication channel.