

# Terms and conditions of use for software connections via API (November 2021)

In order to improve readability, the Bank uses the masculine gender to refer to both male and female persons.

## 1. Scope of application

These terms and conditions of use apply to the services of Zürcher Kantonalbank («the Bank») listed in Section 2. They supplement Zürcher Kantonalbank's Special Conditions for Digital Banking Services («SC Digital»). In the event of discrepancies, these terms and conditions of use shall take precedence over the SC Digital.

These terms and conditions of use govern services relating to banking transactions that have their basis in separate agreements or terms and conditions, and in the event of discrepancies take precedence over any rules in said agreements, terms and conditions, or the general terms and conditions.

## 2. Service offering

The Bank offers a service in the form of the software connection («the service»). This enables the client or their authorised representative («the user») to instruct the Bank to transfer their data to an external service provider («the third party service provider»). This is done using a secure API (Application Programming Interface) provided by the Bank. The Bank transmits the data to the third party service provider selected by the user in accordance with the user's instructions. The data can be transmitted either via a direct interface or indirectly with the involvement of platform providers («the platform»). The Bank will specify the platform to be used. The service is used to exchange data for the purpose of providing services («use cases»). Use cases can include the transmission of bank data (e.g. account information or positions) or the placing of orders (e.g. payment deposits or market orders). The use cases offered by the Bank are listed on the Bank's relevant web pages ([zkb.ch/Software-Anbindungen](https://zkb.ch/Software-Anbindungen)).

Once the software connection to a third party service provider has been approved, the Bank will answer data queries from the third party service provider and accept orders («service calls»).

The Bank's duty to perform is limited to accepting a service call and transmitting the data requested in the service call to the interface with the third party service provider or platform. If the purpose of a service call is to place an order with the Bank (such as a payment order), the Bank may require additional confirmation before executing the transaction.

The user acknowledges that the data transmitted in connection with the service may differ from other data and documents transmitted by the Bank. For example, the service takes into account the value of transactions on the basis of their transaction date rather than their value date. Please refer to the Bank's relevant web page ([zkb.ch/Software-Anbindungen](https://zkb.ch/Software-Anbindungen)) for details. The transmitted data is therefore only of limited use as a basis for decisions to buy or sell. It does not show a complete or up-to-date picture of the user's financial position.

The Bank reserves the right to make changes to the range of services (see Sec. 18 of the SC Digital) at any time, including to introduce new or discontinue existing use cases.

## 3. Identification key (token)

After the service has been activated using the eBanking authentication procedure (Sec. 3.2 of the SC Digital), the Bank will issue an electronic identification key («token»). The Bank transmits this to the third party service provider via a secure connection. In the case of data transmission via a platform, the platform operator transfers the token to the third party service provider. The third party service provider chosen by the user is responsible for the secure management of the token and the data processing provided by it. The Bank cannot assume any monitoring or other obligations in this respect. The

Bank will answer a service call if it has been assigned a valid token by the platform or third party service provider. However, the Bank has no control over whether the token is used legitimately by the third party service provider.

#### 4. Duty of care

If the user wishes to terminate the service with a third party service provider selected by them or to restrict it to particular transactions, the user must delete or restrict the software connection in the Bank's eBanking service. Until the token is deleted or restricted, the Bank will continue to answer the service calls of the third party service provider.

The third party service provider will verify the user's authorisation on the basis of its own means of identification, which are not set up by the Bank. **The user must keep these means of identification secret in accordance with the provisions of the third party service provider, and protect them against misuse by unauthorised persons.**

The user acknowledges that **activating the service means that all persons authorised for eBanking are able to create a software connection.** If the user does not want this, individual authorised persons can be excluded from this service in the user administration function of the eBanking service.

#### 5. Authorised third party service providers

5.1 The user may only choose third party service providers who are approved by the Bank or the platform providers for the service. The Bank reserves the right to exclude third party service providers from the service at its own discretion, for example in the event of a breach of the duty of care.

5.2 The user acknowledges that third party service providers provide their services independently and without the Bank's involvement or control. Among other things, this relates to the third party service provider's own access management, which provides the authorisation to initiate service calls directed to the Bank.

#### 6. Use of data by the platform or third party service provider

The flow of data to the third party service provider is determined by the third party service provider, who obtains the data either directly from the Bank or indirectly via a platform. The Bank therefore transmits the data either directly to the third party service provider or to a platform.

##### 6.1 Use of data by the platform

The user's bank data can be processed and stored by the platform operator. The latter may use the user's data for the following purposes:

- Operating the platform
- Supporting and monitoring service calls
- Ongoing development of the service

The right to process data for other reasons as provided for in the Bank's data protection policy ([zkb.ch/en/legal/data-protection](https://zkb.ch/en/legal/data-protection)) is reserved.

##### 6.2 Use of data by the third party service provider

The transmission from the platform to the third party service provider or from the third party service provider to the user's systems, and the use of data by the third party service provider itself, are governed exclusively by the contracts of the third party service provider, including but not limited to its privacy policy. The third party service provider is responsible for ensuring security as well as compliance with data protection regulations in connection with the service it provides. **The Bank has no influence or control over the data use or security measures of the third party service provider. The latter may also store data in other countries. This data is therefore not subject to the protective provisions of Swiss law, including those pertaining to bank-client confidentiality. The third party service provider acts exclusively as an agent engaged by the user. The Bank therefore disclaims any auditing or monitoring obligation, or any other responsibility for the performance or omissions of the third party service provider.**

## 7. Exclusion of warranty and liability

The Bank shall provide its services with the customary due diligence. However, the Bank has no influence on the provision of services by the platform operator. Similarly, the Bank has no influence on the provision of services by third party service providers engaged by the user. In particular, this applies to the correct use of the means of identification established by the third party service provider and the use of data by the third party service provider in accordance with the contract. Platform operators and third party service providers are generally infrastructures or institutions that are not subject to supervision. The Bank has no monitoring role in this respect. The Bank therefore disclaims any warranty or liability for said parties and their actions or omissions. In all other respects, the provisions of the SC Digital shall apply. The user acknowledges and accepts this.

## 8. Fees

The Bank may charge the third party service provider for the service. The maximum amount of these fees is shown in the Bank's fee table (published at [zkb.ch/en/legal/terms-conditions](https://zkb.ch/en/legal/terms-conditions), Price summary and terms). **The user acknowledges the fee rates published at the above link. In awareness of these fees, they expressly waive any claims for restitution.**

The Bank reserves the right to charge the user for the use of the service or use cases. The introduction or adjustment of fees is governed by Sec. 18 of the SC Digital.

## 9. Contacts

The hotline for service support and blocking of services is specified on the Bank's web pages ([zkb.ch/kontakte](https://zkb.ch/kontakte)). The hotline is available during the times indicated on the website.

### Hotline

Hotline (including blocking): +41 (0)844 840 140

Email: [online@zkb.ch](mailto:online@zkb.ch)

Internet: [zkb.ch](https://zkb.ch)