

Terms and Conditions of Use for Multibanking via API of Zürcher Kantonalbank (November 2021)

In order to improve readability, the Bank uses the male gender to refer to all gender identities.

1. Scope

These Terms and Conditions of Use (hereinafter referred to as "Terms") apply to the services of Zürcher Kantonalbank (hereinafter referred to as the "Bank") listed in Section 2 (hereinafter referred to as "Services". They supplement the Special Conditions for Digital Banking Services of Zürcher Kantonalbank (hereinafter "BB Digital"). In case of doubt or inconsistencies, these Terms shall take precedence over BB Digital.

These Terms govern services for banking transactions that are based on separate contracts or terms and conditions. Within the scope of these Services, these Terms shall take precedence over any deviating stipulations contained in the aforementioned contracts or terms and conditions. They shall also take precedence over the General Terms and Conditions.

2. Services offered

The Bank offers multibanking as a Service. This enables the Client or his authorised representative (hereinafter collectively "Users") to instruct the Bank to receive data from external service providers (hereinafter "Third Party Providers") and to transmit orders to Third Party Providers. This is done using a secure API interface (Application Programming Interface) provided by the Bank. The Third Party Provider is selected by the User. The exchange of data can either take place via a direct interface or indirectly via platform providers (hereinafter "Platform"). The Bank decides on the Platform used. The Service is used to exchange data for various use cases in the Digital Services (e.g. eBanking). These use cases include, for example, receiving and displaying third-party bank data (e.g. account information) or transmitting orders (e.g. payment orders debited to an account held at another financial institution). The use cases provided by the Bank are described on the Bank's relevant webpages at (zkb.ch/multibanking).

Once the software connection has been approved by the Third Party Provider, the Bank will initiate data queries (hereinafter "Service Calls") to Third Party Providers on behalf of the User, receive the responses, store them and display them to the User.

The Bank's service obligation is limited to transmitting Service Calls of the User to the interface of the Third Party Provider or the Platform and receiving responses. If the Bank receives information from Third Party Providers or the Platform, it will display it to the Client in the Digital Services (e.g. in eBanking).

The Bank reserves the right to make changes to the Services offered at any time (cf. Section 18 BB Digital), especially in order to introduce new use cases or discontinue existing ones.

3. Identification key (Token)

The Bank will receive an electronic identification key (hereinafter referred to as "Token") from the Third Party Provider after the data has been released. The Bank will link this Token with the valid eBanking identification (see Section 3.2 BB Digital).

4. Duties of care

The Client is obliged to review a payment order before it is executed in the Third Party Provider's systems, and to release it provided it has been entered correctly.

5. Data processing

The Bank reserves the right to reject certain transactions (e.g. account, custody account) if they do not comply with its internal compliance guidelines. The User acknowledges and agrees that the Bank may use the data received for the purpose of providing comprehensive support and advice, as well as verifying it and using it within the scope of its regulatory and legal obligations. Further information on data processing is published at <https://www.zkb.ch/en/legal/data-protection.html>.

6. Limitation of warranty and liability

The Bank shall provide its services with customary due care and diligence. The User acknowledges and agrees, that the Bank has no influence and no supervisory function over the provision of services by the Platform providers, the Third Party Providers or any auxiliary personnel engaged by them. This applies especially to the correct use of the identification and Token issued by the Third Party Provider and the contractual use of data by the Third Party Provider.

The Bank therefore expressly disclaims any warranty or liability for parties outside its control and their actions or omissions. Otherwise, the provisions of BB Digital shall apply.

7. Fees and conditions

The Bank is entitled to charge a fee for the Service. The fee amount is calculated according to the Bank's table of fees published on <https://www.zkb.ch/en/legal/terms-conditions.html> (Price Summary and Conditions). This fee will also include expenses charged to the Bank by Third Party Providers. Please note, that the Third Party Provider may charge the User additional fees for the provision of the Services.

The Bank may amend the prices at any time, especially if the market situation changes or for other objective reasons. Any changes shall be made in good faith, and shall be appropriately communicated to the Client in advance.

The Bank shall have the right to debit any fees directly to an account belonging to the Client.

8. Terminate exchange of data

If the Client wishes to terminate the exchange of data with a Third Party Provider chosen by him, the Client must revoke the approval to release the data directly with the Third Party Provider. In this case, the Bank will delete the data received subject to its documentation and archiving obligations.

9. Contacts

The hotline for support or the interruption or deactivation of the Service can be found on the Bank's website ([zkb.ch/kontakte](https://www.zkb.ch/kontakte)). The hotline is available during the service hours indicated on the website.

Hotline

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E-mail online@zkb.ch

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