

1. Preamble

These conditions of use (hereafter the “Conditions of Use”) govern the relations between the Pictet Vested Benefits Foundation (2nd pillar) (hereafter the “Foundation”) and the account holder or a third party designated by them (hereafter the “Holder of the Access Rights”), who have been authorised to use the electronic communication services provided by Banque Pictet & Cie SA (hereafter the “Bank”) on the bank account held by the Foundation at the Bank for the account of the account holder (hereafter the “Account”).

The functionalities of the electronic communications services provided to the Holder of the Access Rights will depend on the Holder’s place of residence and their powers over the account holder’s account. The Holder of the Access Rights acknowledges that, depending on the powers and the place of residence, access to certain features may be denied or rescinded. The Holder of the Access Rights undertakes to inform the Foundation of any change in the Holder’s address.

“E-Banking Services” means the services made available by the Bank via a secure internet channel.

“User” means the employees of the Holder of the Access Rights, if the latter is a corporation or an entity.

2. Holder of the Access Rights

Account holder

Last name	
First name	
Year of birth	
E-mail address	

Designated third party (natural person)

Last name	
First name	
Year of birth	
E-mail address	

Designated third party (legal entity)

Entity name	
E-mail address	

3. Legitimacy

The Holder of the Access Rights may access the services offered by the Bank on the Account in the framework of the Conditions of Use only if the identity of the Holder of the Access Rights is authenticated to the Bank.

The Holder of the Access Rights authenticates their identity to the Bank when accessing their Account using only the technical means provided by the Bank and given to the Holder by the Foundation.

Once the Holder's identity has been duly authenticated, the Bank will automatically deem any message and notification it receives from the Holder via the e-banking system as having been sent by the Holder.

The Holder of the Access Rights remains entirely liable for the use of the authentication means.

4. Due diligence duty of the Holder of the Access Rights

The Holder of the Access Rights alone is liable for acquiring, installing, configuring, managing and maintaining the hardware (including the security token provided at time of signing these Conditions of Use or any time thereafter) required for accessing the Bank's E-Banking Services. In addition, the Holder of the Access Rights is responsible for ensuring the security, integrity and confidentiality of their environment. In this respect, the Holder of the Access Rights must take all appropriate measures to prevent the risk of any viruses, infiltration and/or unauthorised attempts to access, collect, copy or destroy information sent to the Holder by the E-Banking Services. The Holder of the Access Rights is liable for access to the hardware provided by the Bank and given to the Holder by the Foundation.

The Holder of the Access Rights must take whatever measures are necessary to prevent the abusive or illicit use of E-Banking Services and protect access to the services offered.

For security reasons, every Holder of the Access Rights is recommended to regularly change the passwords required to access the system.

Furthermore, the Holder of the Access Rights must keep the means of authentication strictly confidential and ensure they are kept in a secure location. The Holder of the Access Rights alone is entirely liable for any damages suffered or caused by non-compliance with this obligation. If there is reason to believe that the authentication means have been lost, divulged or used fraudulently, the Holder of the Access Rights must immediately notify the Foundation, which will take the necessary steps with the Bank to block access to the E-Banking Services.

The Holder of the Access Rights is responsible for warning the Users of the risks mentioned in this article.

5. Confidentiality and security

Access to E-Banking Services is protected by a highly secure system using the most up-to-date technology, such as access filters, electronic certificates and data encryption.

As long as the Conditions of Use are adhered to by the Holder of the Access Rights, the technology used by the Bank ensures a high degree of confidentiality of the actions carried out by E-Banking Services.

6. Granting and cancelling access rights

The Holder of the Access Rights may request that access to E-banking Services be granted or cancelled. Any request to cancel access to E-banking Services must be made in writing to the Foundation, which will take the necessary steps with the Bank.

7. Change in services offered

The Foundation or the Bank may at any time cancel, change or enhance the services offered by E-Banking Services as technical aspects of the system and applicable legislation evolve. The Foundation (itself informed by the Bank) will inform the Holder of the Access Rights of any such changes in an appropriate manner. The Foundation and the Bank reserve the right to deny access to E-Banking Services at any time without having to indicate the reason.

8. Availability of E-Banking Services

The Bank aims to ensure that E-Banking Services are available as often as possible. Nevertheless, incidents requiring maintenance to the systems may temporarily prevent the use of E-Banking Services.

The Holder of the Access Rights incurs the technical risks related to power outages, disconnections, time-outs, system failures or the overloading of the systems or networks involved (among other issues).

9. Exclusion of the Bank's or the Foundation's liability

Neither the Bank nor the Foundation may be held liable in any event, particularly in (but not limited to) the following cases, except in the event of gross professional misconduct on its part:

- a) Misuse by a former User of E-Banking Services and of the hardware provided by the Bank and given by the Foundation.
- b) Communication or transmission error resulting from the use of E-Banking Services, particularly in the event of a loss of power, disconnections caused by a telecommunication company or any other public or private intermediary, or any other type of failure related to the computer systems involved.
- c) Interruption of transactions in progress causing direct or indirect losses or a missed gain.
- d) Misuse by a third party. The Internet does not enable the identity of the sender or addressee of a message to be verified with absolute certainty.
- e) Interception by a third party, loss or modification of an electronic message sent to or from the Bank or the Foundation.

- f) Information that is provided or transferred in part only.
- g) Information made available to the Holder of the Access Rights from sources outside the Bank.
- h) Incidents resulting from network overload, breakdown or interruption of the networks or systems.
- i) Misuse by a third party by way of virus, infiltration and/or unauthorised attempts to access the system by force or to otherwise collect, copy or destroy information sent to the Holder of the Access Rights by E-Banking Services.

10. End of Use of E-Banking Services

The Holder of the Access Rights, the Foundation or the Bank may terminate use of E-Banking Services with immediate effect without giving a reason, upon receipt of the termination notice by one of the other parties.

As soon as use of the E-Banking Services has been terminated, the Holder of the Access Rights must return all the hardware provided to it to access and use the services to the Foundation, which will forward it to the Bank.

11. Acceptance

Upon placing their signature below, the Holder of the Access Rights declares that they have read and agree to the Conditions of use. Further, the Holder states that the information provided on this form is true and correct.

Applicable law

The relationship between the Foundation and the Client is governed exclusively by Swiss law.

Place of jurisdiction

Any dispute concerning the relationship between the Bank and the Client is subject to the exclusive jurisdiction of the Courts of Geneva. The right of recourse to the Federal Supreme Court is reserved.

The place of performance, the place of debt collection procedures and the place of enforcement are Geneva.

The Foundation is nonetheless entitled to initiate proceedings in the jurisdiction of domicile of the Client or in any other competent jurisdiction.

Date (dd/mm/yyyy) _____

Signature of the Holder of the Access Rights _____