

Terms and Conditions of Use for the Mobile Banking App

By accessing the app, the user declares that he/she has understood and accepted these terms and conditions of use.

1. Intended recipients

The information, services and contents that can be accessed by using the app (hereafter "Information") are intended exclusively for users who **reside or are based in Switzerland**. For users who reside/are based abroad there are restrictive regulations in individual countries for using the app.

2. Copyright

The Bank has exclusive copyright in all contents of this app (all rights reserved). Any re-publication (in electronic, written or other form) or other transmission of the contents and the logos is prohibited.

3. Personal information/data security

Users may open the app without providing their personal details. When information is updated, however, the Bank may collect non-personal data. This is collected for data security reasons and for statistical purposes and is not passed on to third parties.

The app meets the latest security standards. When it is used, however, users' data is transmitted through an open network which can be accessed by anyone (the internet). In some circumstances the data also passes across border even if both the sender and the recipient are located in the same state, and this leads to a risk of third parties gaining possession of certain data. Users assume all risks which may arise from the transmission of such information or orders, in particular those originating from transmission errors or misunderstandings.

4. External links

Clicking on a link may potentially result in users exiting the app. The Bank assumes absolutely no liability for the contents, products, services or objects which are offered on the linked pages. Use of the links shall be at the users' own risk.

5. Investment information

The information published in this app does not constitute an invitation, offer or recommendation to purchase/sell investment instruments, to execute certain transactions or to enter into another legal transaction. It is exclusively informational in nature and is not under any circumstances a substitute for the personal advice provided by the Bank.

6. Warranty

The Bank accepts no responsibility for the functionality of the app and does not warrant that the information presented is accurate, correct, complete and up to date. This information originates from sources which the Bank considers to be reliable and may be amended or deleted at any time without prior notice.

The Bank uses all due care when updating the app. Any kind of liability of the Bank (including negligence) for loss or damage or consequential damage which may arise as a result of using the app is excluded. Any updates of the app must be downloaded and installed.

7. Costs

Both the app and the information which is provided are free of charge. Users may, however, incur costs from the respective provider for the data transfer.

8. Amendments

The Bank reserves the right to amend these Terms and Conditions of Use, change the app and its contents or discontinue the app.

Users shall be given proper notification of any amendments or changes and these shall be deemed to be approved unless written objection is received within one month.

9. Applicable Law and Place of Jurisdiction

Access to the app and these Terms and Conditions of Use are subject to Swiss law exclusively. If due to the use of the Bank's app a legal relationship arises, Swiss law shall also apply exclusively. Where permitted by the statutory provisions, the registered office of the Bank shall have ordinary jurisdiction and shall be the place of performance. The Bank shall, however, be authorised to take legal action against users in any other competent court.

Saanen, 1 June 2015