

Designation \_\_\_\_\_

Nr \_\_\_\_\_

## CONDITIONS OF ELECTRONIC ACCESS

The undersigned **Client** requests an online-encrypted access with the following services:

- Online Account consultation
- Online access to mail & documents (e.g.: notices, account statement, valuations, etc.)

The Client accesses to the account either through a dedicated website (hereinafter the "**Site**") or through a mobile application (hereinafter the "**App**"). For the access to the App, the End User Licence Agreement (hereinafter "**EU-LA**") must be confirmed by the Client ([www.cite-gestion.com/en/useful-links](http://www.cite-gestion.com/en/useful-links) - EULA).

### CONSULTATION OF THE ACCOUNT AND AVAILABILITY OF THE MAIL

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Any document transmitted electronically shall be deemed to be an original document having the same legal effect as if sent by normal mail. Documents sent electronically shall be deemed to have been delivered to the Client once they are placed in the Client's online mailbox. Any documents sent shall generally be stored in the online mailbox for a period of two years. At the end of any such two-year period, any documents that have not been read by the Client may be reissued upon request within the legal time limit, subject to applicable charges

### PERSONAL ACCESS AND SECURITY MEASURES

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The Client shall receive personal identification means that ensures a secured access to electronic services, such as a personal identification number ("**PIN**") with an identification card or any other identification mean that Cité Gestion shall think appropriate according to the technology in use. The Client must then change the PIN immediately upon receipt. Once such codes have been changed, they will not be known to Cité Gestion. The Client undertakes to keep the PIN and any other identification means private and strictly confidential and to take appropriate steps to ensure that they are not disclosed to unauthorized persons. **Cité Gestion shall be entitled to consider any person who completes the authentication procedure by means of the said identification means and thus gains access to e-communication services, to be the Client.** Cité Gestion shall not be liable for any loss or damage that may be suffered due to the disclosure or the transmission of the said identification means to third parties or to the theft or misuse thereof by third parties. **The Client shall immediately inform Cité Gestion in the event of the loss, disclosure or theft of their codes, identification means or authentication device such as electronic ID card, etc.**

### OUTSOURCING

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Cité Gestion uses technology and services of the group Lombard Odier and its affiliate / related entities (hereinafter the "**Lombard Odier Group**"); in particular, the Site and the App are made available to Cité Gestion by the Lombard Odier Group. Cité Gestion takes all necessary measures to ensure confidentiality of the data that are processed through the Site/the App. The Client acknowledges and agrees that **data sent through the Site are processed by the Lombard Odier Group, as service provider to Cité Gestion.**

### RISKS ASSOCIATED WITH INTERNET USE / RESTRICTION OF CITÉ GESTION'S LIABILITY

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The services above are provided via **Internet, a public network** over which Cité Gestion has no control. Connecting to the Internet involves the risk of inadvertently downloading viruses and cookies, or enabling third parties to surreptitiously access the Client's computer and the data contained therein. As a result of such access, third parties may also infer the existence of a banking relationship with Cité Gestion. The exchanged data via Internet may transit outside of Switzerland, even if the Client and Cité Gestion are based in Switzerland. **In such event, local laws and regulations may apply, and it may be possible for local authorities to access the IT systems of the Client and the data contained therein.** Some services may not be available (temporarily or definitively) depending on the residence or domicile of the Client. If it is the case, Cité Gestion shall not be liable. Cité Gestion shall not accept any liability for any loss or damage that may be suffered by the Client due to transmission errors or delays, network failures or overloads, malfunctions (including bugs and viruses), Internet access being blocked by malicious or fraudulent acts of a third party, failings on the part of Internet service providers, software defects, or IT system defects.

### AUTHORIZED USERS

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The Client appoints the following third parties as users of the electronic services (hereinafter the "Authorized User(s)"): :

First name(s) .....

Surname(s) .....

Company name .....

Date of birth / incorporation .....

Domicile / Registered office .....

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- Online Account consultation
- Online access to mail & documents (e.g.: notices, account statement, etc.)

**Authorized User N°2:**

First name(s) .....

Surname(s) .....

Company name .....

Date of birth / incorporation .....

Domicile / Registered office .....

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- Online Account consultation
- Online access to mail & documents (e.g.: notices, account statement, etc.)

GENERAL TERMS AND CONDITIONS, APPLICABLE LAW AND VENUE

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For all other matters, Cité Gestion's General Terms and Conditions shall apply, particularly regarding liens and the right of set-off, as well as the applicable law (Switzerland) and venue (Geneva). Each of the Client and the Authorised User(s) acknowledges to be bound by the terms of the End User Licence Agreement (see: [www.cite-gestion.com/en/useful-links](http://www.cite-gestion.com/en/useful-links) - EULA) upon each access to the App.

Date: \_\_\_\_\_ Signature of the Client : \_\_\_\_\_

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The **Authorised Users(s)** shall be bound by the terms of this form to the same extent as the Client.

Date: \_\_\_\_\_ Signature(s) of the Authorised Use(s): \_\_\_\_\_

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PLEASE ENCLOSE A CERTIFIED TRUE COPY OF AN IDENTITY DOCUMENTS FOR EACH AUTHORISED USER.