

e-banking/e-banking^{plus} – VP Bank (Switzerland) Ltd Conditions of Use for the Electronic Delivery of Bank Documents “e-Post”

VP Bank (Switzerland) Ltd (hereinafter referred to as “the Bank”).

Electronic Delivery of Transaction Slips “e-Post”

1. Delivery of transaction slips

By selecting the “e-Post” authorization, the Client commissions the Bank, with immediate effect to deliver the transaction slips for one or more banking transactions electronically via the Bank’s e-banking service to the Client or, as applicable, to his service users. The Bank reserves the right to modify the services in question at any time.

2. Place of performance, delivery of bank documents

- 2.1 The e-banking system shall be deemed the place of performance for the electronic delivery of transaction slips. The Client thus expressly acknowledges that the Bank shall discharge its obligations, in particular with regard to notification and accountability, by delivering transaction slips electronically via the e-banking system.
- 2.2 However, the Bank shall be entitled, at any time and without stating reasons, to deliver transaction slips solely or additionally in hard copy by normal post or in accordance with a retained correspondence agreement.
- 2.3 The electronic transaction slips shall be duly delivered on the day on which they are made available within the e-banking system. All associated time limits (e. g. notably the time limit for complaints) begin to run upon delivery of each transaction slip.

3. Complaints

- 3.1 If the Client or service user has any complaint regarding an electronic transaction slip, he undertakes to raise it immediately and in any event within 30 days of its delivery, failing which the electronic transaction slip in question shall be deemed approved without further ado. Such express or implicit approval shall include approval and confirmation of all positions contained therein and of any provisos by the Bank. Where the electronic transaction slip shows a debit balance in favor of the Bank, the Client shall be deemed to recognize it as a debt to the Bank even if the account relationship is continued.
- 3.2 If an expected electronic transaction slip is not delivered, the complaint must be made under the same terms as apply to complaints regarding transaction slips delivered electronically to the Client in the normal course of business. If the complaint is late, the Client shall bear all damage.

4. Filing and safekeeping of transaction slips

Within the limits laid down by the applicable legislation the Client himself is responsible in particular for the content, filing and safekeeping of electronic transaction slips. The Client duly notes that each electronic transaction slip shall remain available within the e-banking system for at least 180 days after delivery but that it shall no longer be available in electronic form once that period expires. A charge shall be made for any transaction slips ordered after this 180-day period. If the e-banking agreement is terminated, the aforementioned period does not apply.

5. Deactivation

The Client may at any time commission the Bank to revert to delivery of transaction slips for one or more banking transactions to him or his service user in hard copy. In this case, the Bank shall revert to transaction slip delivery in hard copy within a reasonable period. The Client duly notes that the electronic transaction slips already made available to the Client by the Bank are deemed to have been delivered.

6. Terms and conditions, prices

An additional charge shall be made for additional transaction slips ordered in hard copy or within the e-banking system. The charges for such services provided by the Bank shall be based on the current price list. The Client will be informed via an appropriate channel of any adjustments to these charges.

VP Bank (Switzerland) Ltd

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7. Scope of application

These Conditions of Use for e-Post supplement and/or modify the Bank e-banking General Conditions of Use and the other agreements and business conditions in force between the Client and the Bank (e.g. the General Terms and Conditions).

The Client hereby confirms that he has received and accepts these Conditions of Use.

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Place/date

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Client's signature