

1. Scope of application

These terms and conditions for the Use of Open Banking Services (hereinafter «Terms and Conditions») apply in addition to the General Terms and Conditions (GTC) and supplement the other agreements between the bank client (hereinafter «Client») and Hypothekarbank Lenzburg AG (hereinafter «HBL»). They govern the use of Open Banking or Mobile Banking services (hereinafter «Open Banking Services») offered by HBL or by third-party providers via the Internet and/or by means of mobile applications (hereinafter «Open Banking Applications»).

2. Disclaimer of warranty and liability for Open Banking Applications from HBL and third-party providers

The Client may use Open Banking Services via special Open Banking Applications provided by HBL or third-party providers.

If and to the extent that HBL directly offers Open Banking Applications to the Client, the Applications are only made available on an «as is» and «as available» basis, excluding any warranty. In particular, HBL does not warrant that its Open Banking Applications will operate without interruption or error or that they will be accessible without interruption or error.

If and to the extent that the Client uses Open Banking Applications offered by third-party providers, the Client acknowledges that the Client uses these Open Banking Applications at their own risk and that the use of these Open Banking Applications shall be governed by the terms and conditions of the respective third-party provider. HBL excludes any warranty and liability for Open Banking Applications of third-party providers, in particular, HBL does not warrant that:

- Open Banking Applications function without disruption, interruption or error; the respective servers or websites of Open Banking Applications are free of viruses or other harmful components;
- Client Data is only be processed by the third-party providers lawfully and for the agreed purpose;
- Client Data is not disclosed by the third-party providers to countries with inadequate data protection;
- the third-party providers comply with the statutory and/or contractual confidentiality obligations and do not disclose Client Data to unauthorised third parties (in Switzerland and abroad);
- the Open Banking Applications ensure data security appropriate to the risk by means of suitable technical and organisational measures.

HBL excludes all liability for damages, costs or expenses incurred by the Client as a result of faults, interruptions (including system-related maintenance work) or errors in its own Open Banking Applications or Open Banking Applications from third-party providers. In the event of defects or errors which impair or cancel the functionality or security of Open Banking Applications, the Client must refrain from using the Open Banking Applications and inform HBL or the relevant third-party operator without delay.

3. Bank client secrecy and data protection

HBL is subject to legal obligations to maintain the confidentiality of data relating to the business relationship with the Client (hereinafter «Client Data»), namely within the framework of Swiss bank client secrecy and data protection law.

The Client acknowledges that the downloading, installation and use of Open Banking Applications offered by HBL or third-party providers (e.g. the use of apps on a mobile device as part of Mobile Banking) may result in third parties (e.g. third-party providers of Open Banking Applications, device manufacturers, providers of application distribution platforms, network operators) in Switzerland and abroad to conclude that a banking client relationship with HBL exists, to gain access to Client Data (e.g. if Client Data is stored on the device or if the device is lost, on servers of the third-party provider, etc.), and/or to disclose Client Data to such third parties (e.g. the transmission of transaction, financial and usage data to third-party providers).

The Client acknowledges that Open Banking Applications may disclose Client Data to recipients located abroad (e.g. when third-party providers of Open Banking Applications store or process Client Data on foreign servers). In this context, Client Data may be disclosed to countries with adequate data protection and to countries with non-adequate data protection. The Client consents to such foreign data disclosures and acknowledges that data transmitted abroad is no longer protected by Swiss law and foreign laws and official orders may require the disclosure of this data to authorities and other third parties.

If and to the extent that the Client uses Open Banking applications offered by third-party providers, the Client acknowledges that the use of the Open Banking Applications is at their own risk from a data protection perspective and that the use of the Open Banking Applications shall be governed exclusively by the terms and conditions of the respective third-party provider. The third-party provider shall be deemed to be an independent data controller under data protection law and shall, therefore, be solely responsible for the lawful processing of Client Data. HBL can neither control nor influence the processing of Client Data by the third-party provider. HBL, therefore, completely excludes any guarantee for the lawful processing of Client Data by third-party providers and any liability in this regard towards the Client.

The Client, therefore, releases HBL (and its management, employees, representatives and agents) from their confidentiality obligations, in particular within the framework of Swiss bank-client confidentiality and data protection law, and consents to the corresponding disclosure of Client Data to third parties.

4. Entry into force and amendments

These Terms and Conditions replace all previous versions and enter into force immediately. HBL reserves the right to amend these Terms and Conditions at any time. These shall be notified to the Client by circular letter or other suitable means and shall be deemed to have been approved without objection within 30 days.

HBL/01.01.2025