

VP Bank e-banking/VP Bank e-banking^{plus}
General Conditions of Use for the Electronic
Delivery of Bank Documents «e-Post»



For simplicity's sake, the male form is used in the entire text; naturally, the female form is included.

Electronic delivery of bank documents (e-Post)

1. Delivery of bank documents

By selecting the «e-Post» authorization, the Client commissions the VP Bank (Schweiz) AG, Zürich, (hereinafter referred to as the Bank) to deliver the bank documents for one or more banking transactions immediately and electronically within the e-banking to the Client or his Service User. The Bank reserves the right at any time to change its service.

2. Place of performance and access to bank documents

2.1 The e-banking system is deemed the place of performance for the electronic delivery of bank documents. The Client thus expressly acknowledges that the Bank satisfies in particular its reporting and accounting duties by electronic delivery of the bank documents within the e-banking system.

2.2 However, the Bank is authorized, without stating reasons, to deliver the bank documents at any time only or also in paper form by normal postal mail or in accordance with hold mail agreement.

2.3 The electronic bank documents are deemed properly sent on the day on which they are made available within the e-banking system. The respective deadlines begin to run with the sending of the individual bank documents, in particular the deadline for complaints.

3. Complaints

3.1 The Client or Service User undertakes to file objections to electronic bank documents immediately, but no later than within 30 days from their being sent. Otherwise, the corresponding electronic bank documents are deemed to be implicitly approved. This express or implicit approval comprises the approval and renewal of all entries contained therein as well as any provisos by the Bank. To the extent that the balance on the electronic bank document shows a debit to the Client, it is deemed as recognized as a debt by the Client vis-à-vis the Bank, even if the account relationship is continued.

3.2 If the electronic delivery of an expected electronic bank document is not made, the complaint must be made as if the electronic bank document had been delivered to the Client in the normal electronic course of business. The Client bears damages arising from late complaints.

4. Recording and safekeeping of bank documents

The Client himself is responsible for electronic bank documents in connection with possible statutory provisions, in particular for their contents, recording, and safekeeping. The Client acknowledges that the individual electronic bank document will be made available during a period of at least 180 days from its accessibility within the e-banking system and is no longer available in electronic form after expiration of this period. Any reordering requires a separate fee. With a possible ending of the e-banking agreement the aforementioned period does not apply.

5. Deactivation

The Client may commission the Bank at any time to again deliver bank documents for one or more banking transactions to him or his Service User in paper form. In this case, the Bank will again deliver the bank documents to the Client in paper form within a reasonable period. The Client acknowledges that the electronic bank documents already made available to the Client by the Bank are deemed as sent.

6. Terms/prices

Ordering additional bank documents in paper form or within the e-banking system requires a separate fee. The prices for these services to be provided by the Bank are based on the currently applicable price list. The Client will be informed of changes or adjustments to these prices in an appropriate form.

7. Scope

These terms for «e-Post» complement and/or modify the Terms of Use of e-banking of the bank and the other between the customer and the Banks existing contracts and terms and conditions (e.g. general conditions).

August 2009

The Client hereby confirms having received and accepted the Conditions of Use.

Place/date

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Client signature