

## Disclaimer for Cornèrtrader.ch

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The present Disclaimer is applicable to any transaction made by the Client, should the transaction be made through the CornèrTrader downloaded trading platform <http://www.cornertrader.ch/> and/or any other CornèrTrader website), would those websites be accessible by a PC or by any other Internet enabled mobile device.

The material is provided for information only and no information contained herein constitutes a solicitation for the purpose of purchase or sale of any commodity, security or investment, nor should it serve as the basis for any investment decision.

The Bank does not guarantee the accuracy or completeness of any information or analysis supplied. The Bank shall not be liable to any customer or third person for the accuracy of the information or any market quotations supplied through this service to a customer, nor for any delays, inaccuracies, errors, interruptions or omissions in the furnishing thereof, for any direct or consequential damages arising from or occasioned by said delays, inaccuracies, errors, interruptions or omissions, or for any discontinuance of the service. The Bank accepts no responsibility or liability for the contents of any other site, whether linked to this site or not, or any consequences from your acting upon the contents of another site. Opening this website shall not render the user a customer of the Bank, nor shall the Bank owe such users any duties or responsibilities as a result thereof.

### Risks involved in the use of the IT and Internet system

The customer is aware of the fact that using computers and the Internet exposes him to a number of risks including, in particular:

- (a) the possibility that an unauthorized third party might access the customer's account;
- (b) the possibility that the relationship between the customer and the Bank might be revealed;
- (c) the possibility that computer viruses might infect the customer's computer system without the customer's knowledge;
- (d) the possibility that third parties might send messages to the customer, claiming to represent the Bank.

The customer undertakes to obtain full information (and acknowledges that he alone is responsible for doing so) regarding the risks to which he may be exposed and regarding any necessary security measures.

### Consequences of use of the IT system

The Bank shall not be liable for any loss suffered by the customer resulting from IT use, including in particular the actions of unauthorized third parties passing themselves off as the customer or the Bank, transmission errors, transmission failures, technical faults, overloads, breakdowns (including but not limited to maintenance activities due to the maintenance system), system downtime, malfunctions, interference, attacks (e.g. hacking), blocked communications and networks (e.g. mail bombing) or other failures, regardless of who is responsible. The customer will therefore take the necessary precautions to ensure the confidentiality of all information, including, among other things, the system password, user ID, portfolio details, transaction activities, account balances, as well as all other information and all orders. The customer assumes all liability arising in connection with technical access to the Bank's services. The customer shall be responsible for acquiring, installing and configuring the appropriate hardware and software, in order to set up his connection with the Bank's online services. The Bank shall not be liable for any actions of the access provider or for any software and/or hardware that it has not supplied itself.

### Banking secrecy

The customer is aware of and acknowledges the fact that data relating to him is transmitted via open and generally public networks (the Internet), which are not encrypted. Accordingly, data is transmitted in a regular and unmonitored manner, including outside the borders of Switzerland, even in cases where the sender and the recipient are both based in Switzerland. Even if data is encrypted, this encryption may not extend to the sender or the recipient; and this fact could lead third parties to infer the identity of the sender and the recipient. The Bank

accepts no liability for this.

### **Investment Risk**

Foreign exchange trading and investment in derivatives can be very speculative and may result in losses as well as profits. Foreign exchange and derivatives trading is not suitable for many members of the public and only risk capital should be applied. The website does not take into account special investment goals, the financial situation or specific requirements of individual users. You should carefully consider your financial situation and consult your financial advisors as to the suitability of your situation prior to making any investment or entering into any transactions.

### **Local regulatory restrictions**

The Cornèrtrader.ch website can be accessed worldwide. The information provided is however only intended for use by, any person in any country where such use would not be contrary to local law or regulation. None of the products and services referred to on this website are available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation. It is the responsibility of recipient to ascertain the terms of and comply with any local law or regulation to which they are subjected.

### **Use of the website**

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### **Translation deviances**

For customer benefit Cornèr Bank Ltd. offers this site in a wide range of languages. Users of the website agree that the Bank shall not be held liable to anyone for any direct or indirect loss or injury caused in whole or in part by the incomplete or inaccurate translation of the original English text to another language. Any translation that constitutes a departure from the English text should be disregarded.

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### **Privacy**

When signing up for a demo or live account Cornèr Bank Ltd. will, for administrative purposes, require and store various information about its customers, for example name, address. Furthermore some financial information is required for credit assessment. We also require your email address to be able to send your login information to you. Your email address will not be passed on to third parties, but may be used by the Bank in relation to the CornèrTrader trading platform and equivalent products (including any marketing campaigns related to these products). If you do not wish to receive such marketing material please send an email to [info@cornertrader.ch](mailto:info@cornertrader.ch) stating so.

According to the law, the Bank's employees are obliged to treat this information as confidential and may not pass on or use confidential information about you without justification. Please note that in certain cases, the Bank is required to pass on information to the public authorities, for example the criminal authorities.

In other cases, we pass on information to the extent permitted by law. For example, if you want to transfer an amount to an account at another bank, we pass on your name and address so that the recipient can see from whom the transfer has come.

Finally, the Bank may pass on information if you have given your consent. You can always revoke your consent or change it.

If it proves that our information about you is incorrect, we will of course correct it immediately. We will also immediately inform anyone who may have received this information of the error.

### **Third party services**

On the website, other companies may advertise their services through links or banners. Cornèr Bank Ltd. does not accept any responsibility or liability for the services offered by any other website or company you may visit as a result of such links or banners. If you decide to act on any such information or offers, you do so entirely at your own risk.

### **Proper use of the website**

The customer undertakes to use the website in a proper and reasonable manner, and not to misuse the website in any way or use it in such a way as might occasion, for example, the overloading of the website, any delay in the transmission of information, any interruption of service, blockage of access to the website or any other effect detrimental to Cornèr Bank Ltd. or to the users of its website. In particular, it is forbidden:

- to effect e-mail-bombing or any denial-of-service attack (in particular flooding) or any similar attempt;
- to infect the website with any virus, worm, Trojan horse or other software, or any similar attempt;
- to gain or attempt to gain unauthorised access to the servers administering the website, or to circumvent or attempt to circumvent or to disable or attempt to disable the website's security features (hacking);
- to update the information provided on the website using automatic updating programs, e.g. such as are provided by other websites;
- to use offline readers or similar software, in particular such as would allow the mass downloading of data from the website onto your hard disk.

Should the customer undertakes any of these actions, the Bank reserves the right to deny his access to the website.

### **Applicable law and place of jurisdiction**

All relations between the Client and the Bank are governed by and construed in accordance with Swiss law exclusively.

The place of debt collection for all obligations and the exclusive place of jurisdiction for any dispute arising from the relationship between the client and the Bank or related to this relationship shall be Zurich, Switzerland. Zurich shall also be the place of debt collection for clients domiciled abroad.

Irrespective of the foregoing, the Bank reserves the right to initiate proceedings before any competent court or jurisdiction, including the courts in the country of which the Client is a citizen or in which he resides. Mandatory places of jurisdiction, as stipulated by law shall apply notwithstanding.