

Terms of Use of the ISO 20022 Test Platform of Zürcher Kantonalbank

Introduction

These Terms of Use govern the relationship between Zürcher Kantonalbank and users (hereinafter referred to as "User") of the ISO 20022 Test Platform of Zürcher Kantonalbank (hereinafter referred to as "Test Platform"). The Test Platform is an offer directed exclusively at commercial Users. By accessing the Test Platform, the User accepts the following Terms of Use.

1. Service

The Test Platform allows the User to check defined ISO 20022 messages online or via the Electronic Banking Internet Communication Standard (EBICS) for their formal accuracy. To this end, the Test Platform provides the User with validation results or simulated responses in accordance with the specifications of Zürcher Kantonalbank. The specifications contain restrictions in respect of the ISO 20022 standard. Messages or fields (XML-Tags) that are not mentioned in the specifications will not be processed by Zürcher Kantonalbank. The service is for test purposes only; use for productive purposes is therefore excluded.

Zürcher Kantonalbank shall be entitled to use the data made available to it by the User via the Test Platform for the provision of services to the User, for improving its services and for marketing purposes.

2. Duty of care of the User

2.1 Registration, personal security components

Access to the Test Platform shall require the entry of the User's personal security components (user name and password, together referred to as "Personal Security Components"). The User must choose a password on registration. The password must not be attributable to the User nor shall it be easily deducible (no car registration numbers, telephone numbers, simple numerical series etc.). The chosen password must subsequently be changed at regular intervals. The User is responsible for all actions carried out in connection with the use of its personal security components.

2.2 Duty of care with regard to Personal Security Components, keys

The User shall be responsible for ensuring that its Personal Security Components for use of the Test Platform and – in the case of EBICS – that the keys generated in the User's software are not disclosed or transmitted to third parties. The User shall take precautions to ensure that the Personal Security Components are stored separately from one another. The Bank must be notified immediately, should there be reason to assume that unauthorised third parties may have gained knowledge of the Personal Security Components. The contact data can be found on the Test Platform portal under the link <https://testplattform.zkb.ch>. In such a case the Personal Security Components or keys must be changed immediately.

2.3 Protection of User end devices

The User is obliged to minimise the risk of unauthorised access to the end devices employed for the use of the Test Platform by adopting suitable protective measures. In particular, the User shall ensure its operating systems and application-programs are up to date and install the software updates and security updates released or recommended by the respective providers without delay. The User must also take the usual precautions relating to the use of the internet via the corresponding end device (e.g. use of latest anti-virus programme and firewall). Mobile devices or devices accessible to third parties must be protected from unauthorised use or manipulation (e.g. by means of a device lock).

3. Risks

The Test Platform of Zürcher Kantonalbank and the services offered thereon are provided via the internet and therefore via an open network accessible to everyone. Zürcher Kantonalbank uses high-quality encryption mechanisms for data transmission that prevent unauthorised parties from accessing confidential data. However, the risk of third parties gaining unauthorised access to transmitted data cannot be ruled out with certainty. Furthermore, certain technical features of the connection (e.g. IP addresses) cannot be encrypted. Knowledge of this data allows third parties to localize the internet connection and identify the end device used. The User also acknowledges that data may be transmitted across borders without being controlled, even if both, sender and recipient of the data, are based in Switzerland.

Therefore, Zürcher Kantonalbank recommends the User to use only anonymous data on the Test Platform.

The Test Platform simulates an environment that is close to the one used for production. The Bank endeavours to correct any defects in the Test Platform with updates. However, it cannot be excluded that deviations from the productive environment occur.

4. Deletion of test data

The User can delete its test data on the portal at any time during a session. Files on the Test Platform are deleted automatically after each session logout.

5. Access to the Test Platform

Zürcher Kantonalbank endeavours to provide the User with access to the Test Platform that is as smooth and free of interruptions as possible and to place the associated services at its disposal. However, it cannot guarantee uninterrupted access/operation of the Test Platform. Zürcher Kantonalbank can also block User's access to the Test Platform at any time, in particular for maintenance purposes or on security, legal or regulatory grounds. It reserves the right to terminate access (Section 8 below).

6. Third-party involvement

The User agrees that Zürcher Kantonalbank may involve third parties in the provision of the agreed services.

7. Liability

Zürcher Kantonalbank excludes all liability for any loss or damage that may be incurred by the User or third parties in connection with the use of the Test Platform, subject to binding statutory provisions. Liability of Zürcher Kantonalbank for the actions of its agents and representatives is also excluded to the extent permissible by law. Zürcher Kantonalbank excludes any liability for indirect or incidental loss or damage.

8. Termination

1. Zürcher Kantonalbank may terminate operation of the Test Platform at any time without giving reasons or prior notice.
2. The User may terminate the service ISO 20022 Test Platform of Zürcher Kantonalbank at any time by deleting its account.

9. Applicable law and place of jurisdiction

All legal relations of the User with Zürcher Kantonalbank for the use of the Test Platform shall be governed by the **substantive Swiss Law**. The place of performance, place of debt enforcement for Users residing or domiciled abroad and – unless otherwise stipulated by binding statutory provisions granting the user a place of jurisdiction in his favour – **exclusive place of jurisdiction for proceedings of any kind shall be Zurich 1**. However, the Bank shall also be entitled to take legal action against the User before any other competent court or place of debt enforcement.

10. Amendments to services and to these Terms of Use

Zürcher Kantonalbank reserves the right to amend these Terms of Use and the services contained herein at any time as well as to introduce a charge for the service. The User shall be notified of any such amendment in advance and in appropriate form. Such amendments shall be deemed accepted where the User does not delete its access to the Test Platform.

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