

## Terms and conditions e-Services

Ethos provides its clients with various services that are accessible via its website. These services, also called «e-Services», are subject to the following terms and conditions of use, which are complementary to the general conditions of use of the Ethos website.

Registration for access to «e-Services» implies acceptance of the general terms and conditions for the use of the Internet site as well as the terms and conditions for the use of the online services of the website [www.ethosfund.ch](http://www.ethosfund.ch). Ethos reserves the right to modify or amend the terms and conditions of use of the online services of its website at any time and to withdraw all or part of these terms and conditions.

### General information

Access to «e-Services» grants you a non-exclusive right to use «e-Services». The rights to «e-Services» remain entirely with Ethos and/or the licensor.

Any use of the data that is not in accordance with their intended purpose is prohibited. The use of Ethos' logos and graphics is also prohibited without prior written authorization.

Ethos declines all responsibility for any direct or indirect damage resulting from the non-execution or incorrect execution of the products and services made available as part of its «e-Services». This applies in particular in the event of the unavailability of computer or technical means and the improper or fraudulent use of personal data by unauthorized third parties.

The person who identifies him/herself to Ethos as a representative of a company is considered to be authorized to act on behalf of that company without further verification.

### Functionalities and data protection

Ethos reserves the right to modify the content of its website and the products and services offered under the «e-Services» label at any time without prior notice. A newsletter will be sent to clients to inform them of any changes to the current range of «e-Services».

Access to the «e-Services» zone of the Ethos website requires legitimation. An individual user ID and a password are essential to access the client area. Password changes are regular and mandatory and users are requested to choose a strong password and to keep their access data secret.

The user of an «e-Services» access is responsible for the information contained in his private area. He under-

takes to take all necessary technical and organizational measures to prevent any misuse of Ethos' «e-Services». In the event that the beneficiary leaves his company, he undertakes to communicate this information to Ethos as soon as possible and Ethos will close the account in question.

Ethos disclaims all responsibility for the accuracy of the content of the data, its timeliness, completeness, precision and availability as well as for all matters relating to the user's right to use such data and information.

Non-personal usage data provided to Ethos will be stored on the host's Internet server. On «e-Services», only data related to downloads are stored. This data is kept and may be used by Ethos for internal statistical purposes or to optimize the website.

### Purchasing and invoicing

Ethos offers to purchase various paid products and services in its client area. Ethos may assume, without further verification, that the person identified to it with user ID and password is authorized to act on behalf of the client. This means that the orders or commissions that he/she sends to Ethos are considered validly transmitted and signed. The user ID contained therein is considered proof of the sender's identity.

### Duration

Unless otherwise agreed and in compliance with the present terms of use, Ethos grants access to «e-Services» for an unlimited period of time.

In the event of termination of the contract for access to the «e-Services» by either party, Ethos will deactivate or delete the client's access and the data associated with his account.

Any breach of the present terms of use shall result in the suspension of access to Ethos' «e-Services» offer without prior notice. No compensation may be claimed for the suspension of an account.

### Applicable law / Place of jurisdiction

The present terms of use for the online services are subject exclusively to Swiss law. The exclusive place of jurisdiction for disputes that may arise directly or indirectly from the contractual conditions between the parties shall be the competent courts of the Canton of Geneva, subject to recourse to the Federal Supreme Court under Swiss law.

Geneva, May 2020