

# Terms and Conditions for Internet Account Access

**In these Account Internet Access Agreement Terms and Conditions (the "Terms and Conditions"), unless the context otherwise requires or unless otherwise defined or provided for in the herein Agreement, words and expressions shall have the same meanings as it is attributed to them under the Account Internet Access Agreement.**

## Article 1

This Agreement governs the Client's access on a website (the "Site"), through the Internet, to account data and banking information on Accounts at the Bank, (the "Internet Services").

The Internet Services are not targeted at the residents of any particular country and are not intended for distribution to, or use by, any person in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. The Internet Services are not available to Clients who reside in a country which is considered as ineligible by the Bank.

Neither the Bank nor any company in the Merrill Lynch group of companies warrants that the Internet Services is fit for any particular purpose. All warranties, representations and conditions other than those set out expressly in this Agreement, whether implied or express, statutory or otherwise are fully excluded to the full extent permitted by law.

The Client's Bank account information available on the Internet via the Internet Services is encrypted for confidentiality. The Client acknowledges that this account information is available to the Bank's employees or, with respect to other employees within the Merrill Lynch Group as authorized by any power of attorney executed by the Client via proprietary transmissions.

## Article 2

The Internet Services are accessible and delivered by means of software made available to the Client by the Bank from unaffiliated vendors, such as Netscape Communications Corporation, Microsoft Corporation, Adobe Systems Incorporated, and other vendor companies that may provide such software for the Internet Services in the future. By accepting and using such software and Internet Services, the Client accepts and agrees to comply with the terms and conditions of all such software licenses and service agreements that appear on screen when the Client installs or accesses the Internet Services and/or are included with CD ROMs, diskettes, etc. for any software that the Client receives.

The Bank bears no responsibility for the Client's use of any third party vendor's software or services.

## Article 3

The Bank will provide the Client with a Username, Password, Authentication Device (the "Identification Tools") and an Internet User Guide when the Client enrolls in the Internet Services to ensure the security of the account data. When the Client uses the Internet Services for the first time, the Client will be required to change to a new Password.

Any hardware parts of the Identification Tools remains the property of the Bank and shall be returned to the Bank upon termination of the Agreement.

## Article 4

Access to the Internet Services is exclusively permitted to persons having duly and satisfactorily identified themselves according to the procedure described in the Internet User Guide of which the Client acknowledges receipt.

Once the identification has been successfully completed, the Client will be deemed an authorised user (the "Authorised User") of the Internet Services.

The Bank may allow the Authorised User, without any additional verification of his/her identity, save for the Identification Tools, to access the Account data and banking information in his/her/their above-designated Accounts at the Bank.

The Bank is entitled at any time in its sole discretion to refuse to grant access to the Internet Services and to request that the Authorised User identify himself/herself by other means.

## Article 5

The Client agrees and undertakes to keep the Identification Tools secret to prevent unauthorised use of them.

No Bank or other Merrill Lynch entity's employee will ask for the Client's password or other Identification Tools. If asked, the Client should not provide them except if in accordance to the Terms and Conditions.

The Client will bear all risks arising from the disclosure or failure to maintain the confidentiality of Client's Identification Tools and shall bear responsibility for all consequences resulting from the use or misuse of the Identification Tools. The Bank shall not be responsible for any breach of security caused by the Client's failure to maintain the confidentiality of the Identification Tools.

If there are reasons to believe that another person has obtained knowledge of the Identification Tools, or in case of loss/theft of the Identification Tools, the Client shall immediately notify the Bank in writing, which in turn shall block the access to the Internet Services.

The Client may at anytime instruct the Bank by regular mail or by telefax, provided the Telecommunication Waiver has been signed, to block access to the Internet Services.

If the Internet Services have been blocked pursuant to this Article 5, the Client may only have access thereafter to the Internet Services when the Bank provides the Client with new Identification Tools at the Client's cost.

## **Article 6**

E-mail is provided to the Client through the Internet Services only as a convenience and to enhance communications for support and technical questions in connection with the Internet Services. Because of the current limitations on Internet e-mail (such as reliability of delivery, timeliness, security, etc.), Client agrees that he/she will not use e-mail to request, authorize or effect the purchase or sale of any securities or other transactions, products or services, or give any instructions. Any such requests, orders, or instructions sent in contravention of the foregoing agreement will not be accepted and will not be processed by the Bank. The Bank will not be responsible for any loss or damage that could result from Client's requests, orders or instructions not being accepted or processed in accordance with the preceding language. Due to security concerns, the Client should not send any personal or identifying information, such as account numbers, credit card numbers, passwords, etc. via e-mail. The Bank will not be responsible for any loss or damage that could result from interception by third parties of any information the Client sends via e-mail. All e-mail messages sent by the Client to the Bank will be recorded and archived and are available for review by the Bank's managers and compliance personnel as well as by Bank's regulatory examiners.

## **Article 7**

Account statements are deemed received and validly delivered to the Client according to Article 7 of the Bank's General Conditions each time they are made available or posted or updated on the Site by the Bank even if the Client accesses the Site on a later occasion or does not access the Site at all, or in the event effective delivery of the Account statement by hard copy to the Client's address pursuant to the Mailing Instruction Form on file at the Bank happens at a later date.

Upon termination of this Agreement, a Client who elected to suppress the sending and his/her/their receiving a hard copy of the Account(s) statements in favour of statements posted to the Site, will receive hard copies of statements pursuant to the Mailing Instruction Form on file at the Bank.

Account data provided through the Internet Services is updated as of the prior business day's close of business in Geneva, Switzerland, but is subject to adjustment and corrections.

Daily online Account info may or may not be correct. Only the monthly statements information received by hard copies or appearing in the Site is accurate and the official record of Clients Account holdings and transactions. An e-mail will be sent to the Client through the Site to inform him/her/them that a monthly statement has been made available on the Site.

## **Article 8**

The information to be presented in the Site will be obtained from various sources believed to be reliable but is subject to change at any time without notice.

The Bank does not warrant the adequacy, accuracy, timeliness or completeness of Internet Services' data for any particular purpose and expressly declines liability for information regarding accounts and generally available information such as stock market prices and foreign exchange rates. Such information and any research and research opinion provided through the Site does not and will not constitute investment advice, or a solicitation by the Bank or any Merrill Lynch company or affiliate for the purchase or sale of any securities or commodities, or a representation that any securities or commodities are suitable for any individual client. The Client should always contact his/her Merrill Lynch

Banker or Financial Consultant before deciding to act upon any information obtained through the Site or to determine whether any securities referenced in the Site are suitable. The Client's attention is drawn to the restrictions set out on Article 10. below.

The Bank is not agreeing to, nor is it required to, update any research commentary or opinion or news stories. Therefore that information may not reflect events occurring after the publication date. The Bank is not responsible for any delays or errors in any information obtained from the Site. If the Client downloads any information from the Site for his/her/their personal reference, the Client agrees that he/she/they will not remove or obscure any copyright or other notices contained in any such information. Except as provided in the preceding sentence, the Client agrees not to reproduce, modify, sell, distribute, broadcast, publish or use for any commercial or unlawful purpose any quotes, news, research or other information received through the Site or the Internet Services.

#### **Article 9**

The value and income of any of the securities or financial instruments mentioned in the Site can fall as well as rise and an investor may get back less than he invested. Foreign-currency denominated securities and financial instruments are subject to fluctuations in exchange rates that could have a positive or an adverse effect on the value, price or income of such securities and financial instruments. Past performance is not necessarily a guide to or indicative of future performance.

#### **Article 10**

Neither the information nor any opinion expressed in the Site constitutes an offer by the Bank or any of the Merrill Lynch group of companies to buy or sell any securities or financial instruments or provide any investment service.

None of the services, investments, securities or financial instruments referred to in the Site are available, and prospectuses in respect of them will not be distributed, to persons resident in any jurisdiction where such distribution would be contrary to local law or regulation. The investment services and products mentioned in the Site may not be available in every jurisdiction. The information does not amount to a representation that the investment services and products are available for the Client's specific use or otherwise provided to the Client.

#### **Article 11**

The investment services and products mentioned in the Site may have tax consequences; therefore, it is important to bear in mind that the Bank does not provide tax advice. The levels and bases of taxation can change. Clients' tax affairs are their own responsibility and Clients should consult their own attorneys or other tax advisors in order to understand the tax consequences of any products and services mentioned in the Site. As many of the products and services mentioned in the Site are offered outside of Client's country of residence, the regulatory requirements applying to those products and services, including any compensation arrangements, may be different from those of Client's country of residence.

#### **Article 12**

If any investment funds are referred to in the Site, none will be available for purchase, and prospectuses in respect of them will not be distributed, to persons resident in any territory where such distribution would be contrary to local law or regulation. Please note that these funds are available only to limited types of investors. Prospectuses for all available funds can be obtained by qualifying persons from the Bank.

#### **Article 13**

The Bank may interrupt or block access by the Client to the Internet Services at anytime and at its discretion without prior notification for maintenance, security, or update reasons, or for any other reasons, and in any event, if the Client commits any breach of these Terms and Conditions. The Bank shall not bear any liability for damages incurred thereof. The Bank may at any time and at its discretion without prior notification change or discontinue any aspect or feature of the Internet Services.

Deliberate misuse of any element of the Internet Services including, without limitation, hacking, introduction of viruses or similar code, disruption or excessive use or any use in contravention of applicable law, is expressly prohibited and in any such event the Bank may withdraw Client's Identification Tools, terminate access to the Internet Services and at the Bank's discretion, pass information to legal authorities.

The Client hereby indemnifies the Bank from and against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Bank on the advice of its legal advisors to compromise or settle any claim) and all legal costs or expenses arising out of Client's use of the Internet Services.

## Article 14

Data transferred between the Authorized User and the Bank is protected using technology. Nevertheless, an absolute security cannot be guaranteed and the Client acknowledges that the use of Internet Services, the purchase, installation, security, administration and maintenance of the technical means to access Internet Services, and the use of internet providers, is entirely at the Client own risk and neither the Bank nor its directors, officers, employees, agents or any of the Merrill Lynch entities or affiliates, will be liable or have any responsibility of any kind for any loss or damage that the Client incurs in the event of any failure or interruption of Internet Services or resulting from any act or omission of any other party involved in making Internet Services available to the Client, or in connection with interruptions, defects, computer viruses, hacking, networks failure or any other deficiencies of the network or from any other cause relating to Client's access to or use of Internet Services, whether or not the circumstances giving rise to such cause may have been within the control of the Bank or of any vendor providing services or support for the Internet Services.

In no event will the Bank, its directors, officers, employees, agents or any other Merrill Lynch entity or affiliates be liable to the Client for any loss of revenue, goodwill, business, contracts, profits or for any special, indirect, consequential or incidental damages whatsoever even if the Bank, its directors, officers, employees, agents or any other party may have been advised of the possibility thereof. The Bank, its directors, officers, employees, agents or any other Merrill Lynch entities or affiliates shall have no liability whatsoever for the Client's use of any third party vendor's products or services.

In particular, the Client acknowledges and understands the following risks:

- ▶ Unauthorised third parties may gain an undetected access to the Client's computer while he/she/they is(are) connected with the Bank and access the system and detect a relationship between the Client and the Bank.
- ▶ The Authorised User's Internet provider may be able to detect the Authorised User's connection with the Bank and access to the Site.
- ▶ Connections with the Bank may be intercepted by a third party and give rise to fraudulent activity.
- ▶ Computer viruses may contaminate the Authorised User's system.

## Article 15

By signing the Agreement, the Client acknowledges that Swiss banking confidentiality may not be guaranteed as the data is conveyed without control and cross-borders over an open network, the Internet, which is publicly accessible.

It is technically possible for a third party to view Client's banking data or discover the banking relationship between the Client and the Bank. Therefore, the Client recognises that the Bank, its directors, officers, employees or agents cannot be held liable for a breach of Article 47 of the Swiss Federal Bank Act or for any other consequences resulting therefrom.

## Article 15

This Agreement shall remain valid until revoked in writing by the Client or the Bank, or until the Client's accounts at the Bank are closed.

The Bank reserves the right at any time without prior notice to change or modify these Terms and Conditions or to impose new conditions in respect of the Internet Services. Any change, modification or imposition will be posted on the Site and such posting will be deemed to constitute a communication validly delivered to the Client. Client's further use of the Site will constitute the Client's acknowledgement of receipt and acceptance of such changed or modified conditions and the imposition of any new conditions.

The Client agrees that these Terms and Conditions supplement, and shall be incorporated into his/her/their existing Account agreement(s) with the Bank which otherwise remains in full force and effect.

The applicable law and jurisdiction shall be governed by the General Conditions, which are known to and accepted by the Client as governing the Client's business relationship with the Bank.