



## Terms and conditions of use for Digital Client Onboarding

(hereinafter referred to as the "Conditions")

The user (hereinafter referred to as the "User") accepts the following Conditions of LGT Bank AG, Zweigniederlassung Österreich (hereinafter referred to as "LGT") for the use of the Digital Client Onboarding Services (hereinafter referred to as "Digital Onboarding") via LGT SmartBanking Light (hereinafter referred to as the "E-Service").

### Regarding Digital Onboarding:

#### 1 Object

You can use the LGT SmartBanking app ("app") to open a banking relationship with LGT online by means of remote identification (ie online identity verification without a video call; see section 2). The precise content of the banking relationship is described during the Digital Onboarding process. You must be at least 18 years old and do not need to be an existing LGT client. You must carry out the Digital Onboarding process yourself. You must ensure in particular that no other person has access to your mobile device while you are using the app until you have completed the Digital Onboarding process with your electronic signature (see section 4). LGT may make Digital Onboarding conditional on other requirements.

#### 2 Remote identification (online identity verification without a video call)

2.1 If you fulfil the requirements indicated during Digital Onboarding, you may undertake Digital Onboarding using remote identification. Remote identification can include reading and photographing your identification document (eg biometric passport), verifying whether the video selfie is that of a live person ("liveness" check), a face comparison between the video selfie and the photo read from your identification document as well as a check on your residential address. Only biometric identification documents (known as eMRTDs, electronic Machine Readable Travel Documents) that meet standard 9303 of the International Civil Aviation Organisation (ICAO) may be used for remote identification. You can find the list of all the approved identification documents in "[Accepted identification documents](#)". Once you have transmitted a video selfie (recording of yourself) and the details of your identification document during Digital Onboarding, LGT will verify this information against that stored on the chip of your identification document, including the biometric data it contains. LGT will store your video selfie, your identification document and the data scanned from your identification document for the entire duration of the business relationship for account security and identity check purposes, provided certain data are not subject to shorter, mandatory deletion periods. Detailed information on how remote identification works and is handled can be found in the document entitled "[Practice Statement – Identity Proofing Service](#)". The identification procedure has been verified in accordance with the ISO/IEC 17065:2012 assessment model.

#### 2.2 Third-party providers

LGT may, fully or partially, outsource the required verification of the User's residential address, their identity, the "liveness" check and verification of the authenticity of the identification document to LGT Group companies and/or third parties ("service providers", whereby service providers may also engage other service providers) in Austria and abroad, in particular in the European Economic Area (EEA) and/or in the United Kingdom. If this is the case, the User's data may be subject to the laws and regulations of the country to which their data has been disclosed. This means that the authorities of the country under whose authority the service providers come may request access to the User's data in accordance with the laws and regulations applicable in that country, for example for lawful criminal investigations.

Notwithstanding this, LGT ensures that the service providers comply with strict confidentiality, security and data protection obligations.

#### 2.3 Banking secrecy/data protection

When the User undertakes Digital Onboarding with remote identification, they accept that their data is processed in this way, and they authorise LGT to disclose their personal data, as described in this section (section 2), to LGT Group companies and/or service providers in Austria and abroad, in particular in the European Economic Area and/or in the United Kingdom. A list of the countries in which LGT Group operates can be found at [www.lgt.ch/en/about-us/lgt-worldwide/](http://www.lgt.ch/en/about-us/lgt-worldwide/). In addition, the User expressly releases LGT from confidentiality obligations in respect of their client data to this extent and waives banking secrecy in accordance with section 38 of the Austrian Banking Act (BWG).

#### 3 Use of data acquired during Digital Onboarding

LGT is subject to statutory obligations regarding the confidentiality of data relating to the business relationship with the User ("client data"). The User permits LGT to disclose client data to LGT Group companies for the purpose of Digital Onboarding, and releases LGT from applicable confidentiality obligations to this extent and waives banking secrecy. LGT ensures that the recipients of client data are bound by relevant confidentiality and data protection obligations. The User accepts that LGT may disclose client data to comply with statutory or regulatory obligations to provide information and to protect legitimate interests. LGT is authorised to store, process and use client data and data from third-party sources and to create profiles from such data. These are used by LGT and its LGT Group companies during the Digital Onboarding process for identification purposes. The User can find further information on how LGT processes the User's data (including how LGT protects their data), the User's rights in relation to their data and the contact details of the Group data protection officer on the following website: <https://www.lgt.com/global-en/legal-disclaimer/further-data-privacy-notice>

#### 4 Electronic signing

When signing documents electronically, based on electronic certificates from a third-party provider, the User must carefully check that the documents are complete and correct. Any objections must be made without delay. LGT provides the User with various opportunities to study the documents in their own time before signing them electronically. By using the "Sign document" button the User is declaring that they wish to sign the documents electronically with the content as it was shown to them within the context of this service, and these documents are deemed to be signed. The electronically signed documents have the same legal effect as if they had been signed by hand, and represent the original document. A copy of the electronically signed documents that is printed out and signed by hand in addition to the electronically signed documents does not have any legal effect. **LGT uses qualified electronic signatures provided by Swisscom IT Services Finance S.E. ("Swisscom") for the electronic signing of documents. Specific Swisscom terms of use, which are displayed to the User separately during the Digital Onboarding process, apply to these signatures. The User must accept and comply with these Swisscom terms of use. The User requests and authorises LGT to transmit the information required for issuing the qualified electronic signature (such as the anonymised person number) to Swisscom.** The electronic signature may only be used for signing LGT documents and contracts electronically. The User confirms that the information or data provided when verifying their identity (such as their last name, first name, date of birth, nationality and residential address) is correct and complete at the time they

electronically sign the document. Their mobile device is also used together with the app to access the certificates relevant for the electronic signature during the Digital Onboarding process. The User therefore must not under any circumstances share their mobile device during the Digital Onboarding process or make it accessible to other people in another way (for example by sharing access codes to their mobile device or the like).

## **5 Use of e-mail address and mobile number**

By giving their mobile number and e-mail address, the User is authorising LGT to use them in connection with Digital Onboarding to contact the User and send them electronic notifications via unencrypted communication channels. If Digital Onboarding is not completed for whatever reason, LGT may contact the User by telephone, e-mail or SMS. When unencrypted communication channels are used, data is usually transmitted across borders via open systems and communication networks accessible to everyone. The use of such communication channels is therefore subject to certain risks, in particular: (1) a lack of confidentiality and, depending on the legal system of the states involved in the transmission, lack of an adequate level of data protection; (2) alteration or falsification of the sender address or the content of the message; (3) misuse resulting in loss or damage due to the interception of information by third parties; (4) system interruptions and other transmission faults that may cause delays to, alterations, misdirection or deletion of information; and (5) malware distributed by third parties that can cause considerable damage. The User accepts the risks associated with the use of unencrypted communication channels, specifically the risk of disclosure of the banking relationship and related confidential information to third parties such as network and service providers.

Regarding SmartBanking Light:

## **6 Rights of use**

For use of the app LGT grants the User the non-exclusive, non-transferable right free of charge to download the app (if applicable from an authorised third party) and install and use it on a mobile device in their possession and under their control. The app may contain software licensed by third parties. The User acknowledges and accepts the rights of LGT and if applicable of third parties to the app. LGT has no obligation in particular to update, otherwise improve, expand or support the app. LGT reserves the right to delete or have deleted the app from the mobile device at any time and without prior notice.

## **7 Security**

LGT has taken all appropriate security precautions according to the state of the art, in terms of uncovering and fighting fraud. Nevertheless, it is not possible for absolute security to be guaranteed either on the part of LGT or the User.

## **8 Liability**

LGT provides no guarantee that the app will operate trouble-free. LGT reserves the right, when security risks are identified, to suspend E-Services at any time until they have been eliminated. LGT accepts no liability for loss or damage caused as a result of transmission errors, misdirections, technical faults and malfunctions, disruptions (including maintenance work on LGT systems) or illegal interference with the User's mobile device, unless LGT failed to exercise customary due diligence. For any loss or damage caused to LGT and/or third parties through improper use or misuse of E-Services and/or through unlawful transfer or disclosure of data and/or information to third parties, of whatever kind, the User bears sole and full liability. LGT also excludes any guarantee or liability with regard to the information displayed on the mobile device being up to date, correct and complete. Furthermore, any contractual or non-contractual liability of LGT is ruled out to the extent permitted by law, as is liability for ancillary staff.

## **9 Banking secrecy/data protection**

Banking secrecy is limited solely to client data located in Austria. When using E-Services, no guarantee can be given that banking secrecy and an equivalent level of data protection will be provided, in particular abroad.

## **10 Foreign legal systems**

When using E-Services abroad, the User must comply with any local restrictions. The User is obligated to obtain information about the relevant applicable (foreign) laws and to comply with them. LGT rejects any liability arising from such breaches of duties on the part of the User.

In some cases, the provision of financial services to users abroad is subject to local legal restrictions. LGT is therefore entitled to adapt or limit its provision of E-Services for users abroad without prior notice.

Joint Conditions:

## **11 Partial invalidity**

Should one or more provisions of these Conditions or the E-Services agreement be invalid, unlawful or unenforceable, this will not affect the binding nature of the overall agreement.

## **12 Period of validity**

These Conditions apply during the Digital Onboarding phase via the E-Service and thus end with the electronic signing by means of two-factor authentication (e.g. face ID). Thereafter the conditions agreed with the User (General and special Business Conditions as well as safe custody regulations etc.) apply.

## **13 Place of jurisdiction and applicable law**

Austrian law applies to all business relationships between LGT and the User if the User's usual place of residence is in Austria at the time of establishing the business relationship.

Austrian law applies to all business relationships between LGT and the User who is a consumer and whose usual place of residence is not in Austria but in another EEA member state at the time of establishing the business relationship, with the proviso that more favourable mandatory consumer protection provisions in the state of their usual place of residence continue to apply if the law of this EEA state, according to the Rome I Regulation, were to apply had there been no choice of law.

Legal action by a business enterprise against LGT may only be filed with the competent court at the domicile of LGT's head office. This shall also be the place of jurisdiction for claims of LGT against a business enterprise. LGT also has the right to take legal action in any other competent local court.

The general place of jurisdiction in Austria specified for legal action by or against a consumer on conclusion of an agreement with LGT remains in force even if the consumer, after conclusion of the agreement, relocates their place of domicile abroad and decisions by Austrian courts can be enforced in that country.