

Annex to the General Terms and Conditions

## **Terms and Conditions for Electronic Banking Services**

Version June 2019

### **I. General Provisions**

#### **1. Purpose**

These Terms and Conditions regulate communications between the customer and the Bank by electronic means ("Electronic Banking"), i.e. communication via the Bank's web pages specified upon signing the participation agreement or via a data communications line through which customers can, at their own cost, establish communication with the Bank's computer centre by using a programme provided by the Bank or any other "multibank standard programme".

Electronic Banking makes it possible to carry out banking transactions (in particular, payment orders from the accounts eligible under the participation agreement) and allows both the Bank and the customer to make other binding declarations vis-à-vis each other. Electronic Banking may also be used for declarations relating to the conclusion of contracts and as part of contracts that the Bank will conclude or has concluded with its customers or which it negotiates with third parties (such as, e.g., building societies or insurance companies) on behalf of the customer. When making legally binding declarations, the customer has to enter the means of identification prescribed in Article 4 in the corresponding input fields.

The specific services that will be available as part of Electronic Banking will be communicated upon conclusion of the participation agreement.

#### **2. Preconditions and Authorisations**

A customer can use the Electronic Banking services of the Bank if they maintain an account with the Bank.

The holder(s) of the account and the authorised signatories specified by the account holder for such purpose can issue orders regarding the account or retrieve account information by means of Electronic Banking within the scope of their authorisations designated with regard to the account.

In addition, in the case of communication via the data communications line, the account holder can designate persons (natural or legal persons and partnerships with legal capacity, hereinafter referred to as "Authorised Retrievers/Transmitters"), who shall have the opportunity of retrieving information concerning the account and of transmitting order data for the purpose of preparing the subsequent issuance of orders by persons authorised to do so. Authorised Retrievers/Transmitters can designate natural persons who will act for them in this connection.

The account holder and all persons designated to the Bank within the meaning of this Article 2 are jointly referred to as the "Authorised Parties".

The technical equipment used to access the Electronic Banking services provided by the Bank must comply with the technical specifications that the Bank provides to the account holder upon conclusion of the participation agreement.

In general, remote data transmission to and from the Bank via a data communications line requires the installation of a multibank standard programme with the functionalities of the latest version of the programme offered by the Bank. If the customer participates with any multibank-capable third-party software obtained from a third party other than the Bank and if such software offers a programme function which is not implemented in the software offered by the Bank, the customer shall not have any right to have said functionality provided by the Bank.

#### **3. Times of Use and Fees**

For the purpose of maintenance of the Bank's technical equipment required for Electronic Banking, it may be necessary to temporarily restrict use of the services. In the event that such work must be carried out on between 6:00 a.m. and midnight, the Bank will notify its customers in advance to the extent possible, e.g. by posting a message to that effect on the Bank's website used for Electronic Banking.

#### **4. Means of Identification**

Each Authorised Party shall receive the following means of identification from the Bank:

- an authorisation number
- a personal identification number (hereinafter referred to as "PIN")
- a set of transaction numbers, each to be used once (hereinafter referred to as "TAN")
- for communication via a data communications line, each Client shall additionally receive an allocated communication permit (licence number) and a password that may be changed at any time.

In the event that the use of any given application is possible only by several Authorised Parties acting together, authorisation must be given by the Authorised Parties who are collectively empowered to do so.

The Authorised Party may change the PIN at any time by means of Electronic Banking. The Bank will transmit new TANs to the Authorised Party in due time and in advance by the procedure set forth in the participation agreement; alternatively, new TANs are ascertained by the Authorised Party by means of the equipment provided by the Bank. The Bank can agree with the Authorised Party on a method of transmission method that deviates from the participation agreement. In this context, it can also be provided that the Authorised Party, via Electronic Banking, will solicit that a TAN required for a specific order be transmitted to a mobile phone number designated by the Authorised Party ("smsTAN"). In addition, the Authorised Party can generate a TAN for a specific transaction using the cardTAN Generator and a cardTAN-compatible card ("cardTAN").

In the mobile version of Electronic Banking (Online Banking App), the Authorised Party may activate the fingerprint as further identification feature. This allows the signatory to access electronic banking with a fingerprint stored on the mobile end device of the signatory instead of entering the signatory number, the signatory name and the PIN. The use of the fingerprint is only possible on mobile devices with integrated fingerprint sensor and a fingerprint there saved and requires the activation of the fingerprint in the Online Banking App by the Authorised Party.

Activation takes place by accessing the online banking app by entering the signatory number, signatory name and PIN as well as by creating a device connection and activating the fingerprint function. The Authorised Party can deactivate the fingerprint at any time in the "App-Settings" of the Online Banking App. If the mobile device has been lost or stolen, the Authorised Party may prompt the deactivation of the fingerprint at the Bank as well. It is possible to reactive it at any time in the "App-Settings" of the Online Banking App. The Authorised Party shall ensure that the mobile device cannot be accessed by unauthorised third parties. The fingerprint is exclusively stored in the Authorised Party's mobile device. If the Client's mobile device is not able to recognise the fingerprint, the PIN needs to be entered, in addition to the other agreed identification features, in order to access the Online Banking App.

To access the electronic banking made available by the bank, the following are to be entered, depending on the access type: bank sort code, account number, signatory number, signatory name and the PIN. In the mobile version of electronic banking, an activated fingerprint can be used instead of entering the identification features. For issuing orders and for other binding declarations of the Authorised Party, a TAN must also be entered. The Bank may, after notifying the Authorised Parties thereof, provide for further means of identification for accessing Electronic Banking, issuing orders and making other binding declarations in connection with Electronic Banking. To what extent an electronic signature accepted by the bank can also be used instead of the signatory number, signatory name, PIN and TAN and which electronic signatures the bank accepts is provided via Electronic Banking, in particular on the Bank's webpage used for Electronic Banking. Insofar as reference is made in these Terms and Conditions to means of identification, the relevant provision, unless specified otherwise, shall also apply to the means of identification required for the creation of the electronic signature (in particular, to signature cards or any other data carriers required for the creation of the signature and signature PINs).

If an account holder is an entrepreneur (Unternehmer) within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz), they shall bear the risk of any use of the means of identification by unauthorised persons that the Bank has failed to perceive through no fault of its own.

## **5. Processing of Orders in Electronic Banking**

Immediately after the entry of the means of identification agreed upon as well as of all order-related information, the Bank will acknowledge receipt of the information to the Authorised Party. In the event of orders that are placed using an electronic signature accepted by the Bank, the validity of the corresponding certificate will be verified following the receipt of the order by the data processing department of the Bank and before further processing of the order.

Incoming orders that are covered by the agreed scope of services are processed as part of the Bank's regular workflow.

After the entry of all means of identification necessary for the release, any orders given via Electronic Banking can only be cancelled within Electronic Banking if a cancellation option for such input is displayed.

## **6. Duties of Care of the Authorised Parties and Liability**

Each Authorised Party has the following duties of care:

- A. The means of identification shall be kept secret.
- B. If the Authorised Party suspects an unauthorised third party to have knowledge of the means of identification, the Authorised Party shall promptly take the steps provided for in Article 7.
- C. All data entered shall be checked for completeness and accuracy prior to release.
- D. The contractual provisions, menu prompts and security instructions shall be observed.
- E. The IT equipment with which the Electronic Banking services of the Bank will be used shall be in excellent condition. No influences which are harmful to the technical equipment (hardware and software) of the Bank or of other customers shall be allowed to come from them (e.g., viruses, etc.).

The account holder shall be responsible for ensuring that all persons specified as Authorised Parties for their account or securities account are familiar with and comply with the above duties of care.

Orders of an Authorised Party will be carried out at the expense of the account holder and charged to the account holder's account. Any overdraft of the account will be possible within the scope of Electronic Banking if it results from the drawing by a party with signing authority. The account holder shall be fully liable for any such overdraft.

If the client is an entrepreneur, the bank shall not be liable for any damage caused in connection with malfunctions in the client's hardware or software, including computer viruses and third-party interventions, or by malfunctions beyond the control of the bank in the establishment of the connection. The bank shall not assume any guarantee for the error-free function of the programmes; the relevant system requirements must be observed. Installation and use shall always be at one's own risk.

### **7. Blocking Authorised Access**

The account holder or the relevant Authorised Party may have an access authorisation blocked during the Bank's respective opening hours as well as performed by the signatory himself in the online banking application. The blocking becomes effective upon receipt of the blocking request.

In the event of the loss of the means of identification issued by the Bank and/or created by the Authorised Party, in the event of loss of the means of identification required for the creation of the electronic signature (in particular, a signature card or any other data carrier required for the creation of the signature) or if the suspicion arises that an unauthorised person has obtained knowledge of these means of identification, the Authorised Party is obligated to have the access authorisations concerned blocked. If it is not possible to immediately block the authorised access in the manner described above, the Authorised Party shall as a first step change the PIN or cause the blocking of authorised access by entering a wrong PIN four times in the login window. Also in this case, the Authorised Party shall, at the earliest possible time, cause the blocking of authorised access in the manner described above.

An authorised signatory has the right to have his access to electronic banking blocked or to block it himself. In addition, the account holder shall be entitled to have the access of all authorised signatories to their accounts or securities accounts blocked.

After four attempts to obtain access with false means of identification, access will automatically be blocked. The Bank shall have the right to block an Authorised Party's access to the Electronic Banking services provided by the Bank without the involvement of the account holder or the Authorised Party

- i. if this is justified by objective reasons in connection with the security of Electronic Banking; or
- ii. if unauthorised or fraudulent use of the means of identification is suspected; or
- iii. if the customer has failed to meet their payment obligations in connection with any Electronic Banking credit line (exceeded or overdraft), and
  - if the fulfilment of these payment obligations is at risk due to a deterioration or endangerment of the financial situation of the customer or a co-debtor;
  - or if the customer is insolvent or insolvency is directly pending.

The unblocking of the access can only be effected by the Bank and requires the instructions of the account holder or – to the extent that the access to be unblocked is that of an authorised signatory who caused his/her own access to be blocked – the authorised signatory.

### **8. Changes in the Participation Agreement and these Terms and Conditions**

Amendments to the participation agreement and to these conditions not affecting the Bank's services or the fees shall be offered to the Client by the Bank as governed below by stating the affected conditions. In doing so, the provisions affected by the amendment quotation and the suggested amendments are presented in a juxtaposition (hereinafter referred to as "juxtaposition"). The Bank shall publish the juxtaposition as well as the full version of the new conditions on its website. The Bank shall call the Client's attention thereto in the amendment proposal.

The account holder's consent shall be deemed given if the Bank does not receive an objection from the account holder prior to the effective date of the offered amendments. The Bank shall inform the account holder thereof in the amendment quotation as well.

The amendment quotation and the juxtaposition shall be sent to the Client's Electronic Banking Mailbox. As from service – also in the Electronic Banking-Mailbox – the amendment quotation and the juxtaposition can no longer be changed by the Bank. If sent by e-mail and to the Electronic Banking Mailbox, the Client can save the amendment quotation and the juxtaposition electronically and/or print them out. The Client, who is a consumer, shall be informed separately about this service. This information shall be provided by post or – if agreed with the Client – by e-mail (to an e-mail address notified by the Client for this purpose). The amendment quotation plus juxtaposition and the notification about its service to the Electronic Banking Mailbox shall be received by the Client no later than two months prior to the suggested effective date of the amendments.

Clients who are consumers have the right to cancel their framework agreements for payment services (in particular their current account contract) or even only the electronic banking contract at no charge prior to the amendment's entry into force. The Bank shall call the Client's attention thereto in the amendment proposal as well.

In addition, in the event of changes to these Terms and Conditions, the Bank will publish an overview of the provisions affected by the change and the complete version of the new conditions on its website and provide the overview to the account holder on their request. The Bank will notify the account holder of this fact in the change proposal as well. Amendments to services and fees are governed in section 43 to 47a of the General Terms and Conditions.

### **9. Financial Status, Personal Finance Management and Portfolio Inquiries**

The financial status and personal finance management made available as part of the Bank's Electronic Banking system via the Internet provides customers with an overview of their financial situation. The financial status is a list of all products (accounts and contracts) assigned to the customer.

More detailed information about the financial status and the personal finance management is available via the "Help" function on the financial status/the personal finance management overview screen on the relevant web page.

In addition, using the Bank's Electronic Banking system, it is possible to retrieve portfolio balance statements for the securities accounts covered by the participation agreement. The security prices shown there are differently time-delayed historical values. They only serve as a reference, but do not reflect the price that is formed at the time of the request at the stock exchange.

### **10. Payments on the Internet**

By using the Electronic Banking services provided by the Bank, it is possible to make payment for goods and services purchased on the Internet via the web pages indicated. In this connection, when concluding the purchase contract with the seller, the Authorised Party uses the seller's website to set up a connection with the Bank's computer centre and transfers the invoiced amount directly to the seller's account. Orders of such a type immediately result in a confirmation of payment and therefore cannot be cancelled. In addition, in transfers of this type, objections arising from the contractual relationship entered into with the seller by the Authorised Party cannot be lodged with the Bank. The seller's data is automatically included in the transfer order. The name of the Authorised Party giving the order and that of the account holder, along with the bank details, are provided to the seller in order to process the sale.

### **11. Software Licence**

For Electronic Banking via a data communications line, the Bank provides a programme (hereinafter referred to as the "Programme") for the processing of payment orders and information transmitted via data communications lines to banks that support the multibank status offered by the Programme. Upon the purchase of the Programme, the customer shall acquire a non-transferable and non-exclusive right to use the Programme and the accompanying documentation.

The agreed functional parts of the Programme will be made available on CD-ROM or any other electronic medium. Only those programme functions which have been agreed with the Bank may be used. Provided that the agreed functional parts and, in particular, the multibank capability are affected as a result, the Bank shall have the right at any time to deliver new versions of the software for the Programme.

The agreement required for the use of the electronic banking services of any other bank by employing the Programme must be concluded separately with the relevant bank.

If a reproducible software error occurs within the – hereby agreed – warranty period of 24 months from the signing of the licence agreement, which prevents the proper issuance of payment orders or retrieval of account information, the bank undertakes to remedy such a defect, either directly or through qualified third parties commissioned by it, at no charge and as promptly as possible. This is subject to the prerequisite that the Bank is notified in writing of the software error within the warranty period.

However, the warranty shall not apply if the Programme has been modified without the express consent of the Bank or if the error is attributable to the technical equipment not meeting minimum requirements.

The Programme shall not be made accessible to unauthorised third parties. Any duplication (except for producing a backup copy for purposes of operational security) or passing on of the Programme shall be prohibited.

## **II. Using Multibanking**

### **1. General Information on Multibanking**

Multibanking shall enable the client as part of the electronic banking with the bank to integrate accounts defined by the client with third-party banks into the bank's electronic banking. This shall present an opportunity for the client to view the account balances and transactions of the defined accounts with third-party banks in the electronic banking as well.

The present terms for using multibanking shall complement the agreements concluded between the client and the bank, especially the concluded account agreements along with any additional agreements and the bank's General Terms & Conditions (GTC). In this context, the present usage agreement shall take precedence over the account agreements and the account agreements shall take precedence over the GTC.

### **2. Activation and Use**

The client may activate multibanking via the bank's electronic banking portal, with the consent to all contents of these terms of use being a prerequisite for the activation. The client undertakes to only integrate accounts as part of the multibanking of which the client is the sole account holder. If the client is not or no longer the sole account holder of the account at a later date, the client shall personally undo the integration of this account into the multibanking before such date. Where the bank has any indication or suspicion that the client violated this obligation, the bank shall be entitled to deactivate the client's multibanking. To activate it, the client must enter in the multibanking the personal access data provided by the relevant third-party bank to the client. The access data shall be encrypted and used to synchronise the data. The access data shall be retained for automatic synchronisation. The client shall herewith explicitly consent to such processing of the access data. The client shall confirm compliance with the terms of the third-party bank when using the multibanking and adherence to the security requirements when entering and retaining own access data.

### **3. Topicality and Synchronisation**

In case of any changes in the access data with the third-party bank, the client must update the access data stored in the multibanking as well, since otherwise no successful synchronisation will be possible. The data shall be continuously synchronised while the client is on the electronic banking client portal. Nonetheless, the continuous updating of the displayed account balances shall be based on a synchronisation with the bank system of the third-party bank. This may cause time delays, with the result that the displayed account balances and transactions will not necessarily correspond to the actual account balances / transactions.

### **4. No Warranty or Confirmation of the Displayed Third-Party Data**

The bank does not have any influence on the contents provided by the third-party bank of the accounts kept there and the period of such contents either. The displayed account balances and transactions of the third-party bank accounts shall not be part of the contractual relationship of the client with the bank and the bank shall not assume any warranty in this context either. In particular, printouts or screenshots of the multibanking shall thus not be deemed a confirmation of the account balances / transactions of the third-party bank accounts either. The client shall avoid any appearance to the contrary in legal transactions.

### **5. Liability of the Bank**

Any liability of the bank for any claims resulting from any potential violation of the terms agreed between the user and the third-party bank shall be excluded. The bank shall not assume any warranty and liability for any error, malfunction or damage attributable to any improper operation of the multibanking by the client or any unlawful use by the client. The bank shall not be liable for any damage caused to the client by any behaviour/default of the third-party bank. The bank shall not be a vicarious agent of the third-party bank or the third-party bank shall not be a vicarious agent of the bank either. In case of any temporary failure of the multibanking due to technical malfunctions or maintenance work, the user shall not be entitled to assert claims (e.g. damages claims) towards the bank. The bank's liability shall further be excluded for any other damage, unless any wilful or grossly negligent behaviour by the bank, its legal representatives, employees or vicarious agents exists. This exclusion of liability shall not apply to any damage arising from any injuries to persons' life, body or health.