



TERMS AND CONDITIONS OF USE FOR THE  
**ELECTRONIC BANKING SERVICES**  
(INTERNET BANKING AND ELBA BUSINESS)  
OFFERED BY THE CREDIT INSTITUTION  
DECEMBER 2021 VERSION

## TERMS AND CONDITIONS

### 1. Purpose, participation agreement

#### a. Electronic Banking

The conditions govern communication between the customer and the credit institution using electronic means ("**Electronic Banking**"), i.e. via

- the internet pages of the credit institution ("**Internet Banking**") announced upon conclusion of the Participation Agreement or
- a data communications line through which the customer, at his own cost and using either a program made available by the credit institution or another multi-bank standard program, can communicate with the credit institution's Data Centre ("**ELBA business**").

The **customer**, in these terms and conditions, is taken to mean the account holder, authorised signatory and those authorised to retrieve or transmit data (see item 2 a).

The Electronic Banking service enables the customer to carry out banking transactions (in particular payment instructions in respect of the accounts included in the agreement); and both the credit institution and the customer to exchange other binding communications.

#### b. Use of the Electronic Banking service for issuing notices concerning contracts the customer has with the credit institution and with third parties

The Electronic Banking service can be used for notices concerning statements and contracts to be concluded/already concluded between the credit institution and its customers; or which the customer has (already) concluded with third parties (e.g. building and loan associations, insurance companies or companies that issue credit cards).

The credit institution allows the identification features (item 4) agreed with the customer for use of the Electronic Banking service also to be used for identification purposes when accessing customer portals and for authentication of payment instructions and other instructions issued by the customer to third parties (such as e.g. companies that issue credit cards).

If the customer uses the identification features (item 4) agreed for the Electronic Banking service in legally binding notices to third-party contractual partners, the credit institution will verify the identification features used and, where required, confirm that they are correct to the contractual partner of the customer. The credit institution will not undertake any further checks - in particular, it will not check the actual notices and payment instructions issued by the customer and authenticated in this way.

The pre-conditions for, scope and the effect of using the identification features - as described - agreed for the Electronic Banking service for the third party's service must be agreed between the customer and the third party.

#### c. Participation Agreement, Duration and Termination

The actual electronic banking services that will be made available to a customer shall be confirmed to the customer at the time of concluding the participation agreement.

The Participation Agreement is entered into for an indefinite term. A Participation Agreement linked to an account and entered into by an account holder with the credit institution shall in all cases end once that account is terminated.

The customer may terminate the Participation Agreement at any time on the last day of each month. Any notice of termination issued on the last business day of a month shall only take effect as of the first business day of the following month.

The credit institution can terminate the participation agreement subject to observance of a notice period of 2 months.

In case of an important reason, the participation agreement can be dissolved by the customer or by the credit institution with immediate effect.

Existing obligations of the customer are not affected by regular or early termination and must be fulfilled in any event.

Upon termination of the participation agreement, customers who are consumers will be reimbursed proportionally for any ongoing periodic fees paid for the participation in electronic banking.

### 2. User rights and technical requirements

#### a. User rights

The account holder(s) and account signatories authorised by the account holder, within the framework of the user rights logged for them, may give instructions or make enquiries relating to the account using the Electronic Banking service. Authorised signatories may view the same data on an account as an account holder, even if this data pre-dates the time at which they became an authorised signatory.

With ELBA business, the account holder can name other persons (natural persons or legal entities and partnerships with legal identity, hereinafter referred to as "**those authorised to retrieve or transmit data**"), who solely have permissions to view the same data on an account as the account holder (even if this data pre-dates the time at which they were assigned these permissions) and to provide the data required for transaction instructions in readiness for the issuing of instructions by a person authorised to do so. Those authorised to retrieve or transmit data may name natural persons who will work for them in this context.

#### b. Technical requirements

The technical equipment through which the Electronic Banking service is accessed must comply with the technical specifications which the credit institution provides at the time of concluding the Participation Agreement.

The prerequisite for using ELBA business is generally the use of a multi-bank standard program with the functionality of the most recent version of the equivalent program offered by the credit institution. If participation is intended using third-party software with multi-bank capability which has not been provided by the credit institution and this software has a program function which is not offered in the software provided by the credit institution, there is no entitlement to have this functionality provided by the credit institution.

If the Electronic Banking service is used by mobile data exchange via data application software called Raiffeisen Business Banking provided by the credit institution stored on a mobile end device as part of a non-transferable and non-exclusive right of use, account balance enquiries regarding the accounts integrated into the Electronic Banking service can be undertaken and/or payment orders recorded by another means can be placed using the identification process agreed (see item 4). The authorised user number issued to the customer by the credit institution and the PIN must be used once during installation on the mobile end device in order to access Electronic Banking using Raiffeisen Business Banking. Subsequent access to Raiffeisen Business Banking takes place by entering a password that the customer chooses at the time of installation of Raiffeisen Business Banking.

### 3. Times of use

For the purpose of maintaining the technical equipment necessary for the operation of the Electronic Banking Service, the credit institution may from time to time restrict the times of use. If such restrictions need to be imposed between 6:00 and 24:00, the credit institution shall make this known in advance, if possible, for example through an announcement on the web pages used for the Electronic Banking Service.

### 4. Identification processes

#### a. Types of identification process

The credit institution shall agree with the customer who wishes - as an account holder, authorised signatory or person authorised to retrieve or transmit data within the meaning of item 2 a) - to use the Electronic Banking Service, which of the identification processes for accessing and placing orders and instructions in the Electronic Banking service that are detailed below is to be used.

The personal identification number (hereinafter referred to as "**PIN**") referred to in these terms and conditions is issued by the credit institution and can be changed by the customer through the Electronic Banking service at any time.

#### (i) PIN/TAN process

Identification is made through entering the PIN and a one-time transaction number ("**TAN**").

Depending on what has been agreed, the TAN needed for identification at the time will either

- be transmitted to the customer by the credit institution in the form of a text (SMS - an "**smsTAN**") sent to a mobile phone number notified by the customer; or
- be determined by the customer using the facility ("**card-TAN**") provided by the credit institution.

#### (ii) Signatur app

The customer installs an application provided by the credit institution ("**Signatur app**") on his/her end device as part of the registration process. The linking of the Signatur app with the credit institution's electronic banking systems over the internet is executed automatically or through an activation code displayed to the customer in the Electronic Banking service or sent by the credit institution. Identification using the Signatur app is made through the customer entering a personal identification number ("**Signatur Code**") which was determined at the time of registering for this process. Upon entering it, a one-time transaction number, which had been automatically transmitted by the credit institution's electronic banking systems to the customer's end device and which is not seen by the customer, is sent back to the credit institution's electronic banking systems.

The Signatur app is integrated in the application for the mobile version of the Electronic Banking service ("ELBA app"). If it is not possible to use the Signatur app for reasons which lie in the credit institution's area of responsibility, the credit institution will make it possible for the customer to use the PIN/TAN process by means of smsTAN for the duration of this interruption to service. The smsTAN requested by the customer for this purpose will be sent by SMS to the mobile phone number notified by the customer.

#### (iii) Other electronic signature in ELBA business

Other electronic signatures that may be used as part of ELBA business will be notified on the credit institution's web pages relating to electronic banking.

#### b. Use of biometric identifiers in identification processes

If the end device is suitably configured, the customer can activate biometric identification (such as fingerprint or facial recognition) in the ELBA app to use with the PIN/TAN process as well as the Signatur app; and with the biometric identifiers, can initiate the transmission of the stored PIN or Signatur Code to the credit institution's Electronic Banking systems. Following the initial activation of a biometric identifier, the customer can also switch to another biometric identifier supported by the end device.

The biometric identifiers are only stored on the customer's end device. If the customer's end device does not recognise the biometric identifier, the PIN or Signature Code must be entered manually and sent to authorise the instruction.

The customer may deactivate the biometric identifier at any time in the "Settings" area of the ELBA app. If the mobile device is lost or stolen, the customer must inform and instruct the credit institution to deactivate the identifier. A change to the PIN or Signatur Code will also automatically lead to the deactivation of the biometric identifier: it can, however, be reactivated at any time in the "Settings" section of the ELBA app. The customer must ensure that no unauthorised third party has access to the end device.

#### c. Access to Electronic Banking

The Electronic Banking service is accessed using the agreed identification process. In addition, and depending on the access method used, the province in which the customer's branch of the credit institution is located and the authorised user number issued by the credit institution as well as the PIN must be entered.

If the PIN is entered incorrectly three times in a row then the IBAN or securities deposit account number and the credit institution bank sort code must be entered.

**d. Issuing of instructions and sending of communications**

In order to issue instructions and send binding communications in Electronic Banking, the customer must use the agreed identification process - unless it is apparent from the entry fields that entering an SMS-TAN will suffice.

**e. Further identification criteria**

If so agreed with the customer, the credit institution can allow for other identification criteria to be used to access the service, issue instructions and send other binding communications within the framework of the Electronic Banking service.

**f. Transactions password for securities transactions**

The customer may define a transactions password for securities transactions, which may be repeatedly used: the customer him/herself must define, modify or cancel the transactions password by confirming it through providing the agreed identification criteria.

**g. ELBA business**

The account holder is also allocated communications permissions (a licence number) and a password (which can be modified at any time) for use in communications within the ELBA business service.

**h. Involvement of more than one customer**

If individual applications can only be used with the involvement of more than one customer, the authorisation of each of the customers with joint disposal rights over the account must be sought and given.

**5. Order processing in the Electronic Banking service**

Immediately after the agreed identifiers and the data for an order have been entered in full, the credit institution will confirm receipt of the data to the customer. With orders made using a different electronic signature (item 4 a) (iii)), the validity of the corresponding certificate shall be verified after the order has been received by the bank's Data Processing Department and before any further processing steps are taken.

Once all the identifiers required to enable an order to be carried out using the Electronic Banking system have been entered, an order may only be revoked in the Electronic Banking system if the system displays a cancellation opportunity.

**6. Customers' duty of care and liability**

Every authorised user shall have the following duties of care:

- i. The identifiers that are to be used as part of the agreed identification process (including an electronic signature of another type (item 4 a) (iii)) must be kept secret. Unauthorised third parties must not be allowed access to the identification credentials. The passing on of identifiers agreed with the credit institution to payment initiation service providers or account information service providers is permitted, **with authorised signatories or persons authorised to retrieve or transmit data entitled to do so without the agreement of the account holder**. If a mobile telephone connection is required to use an agreed identification process, it must be ensured, for the duration of validity of the identifier used in this identification process, that no third parties have access to the phones using the mobile telephone connection. If some other end device is used for the identification process, it must be ensured, for the duration of validity of the identifier used in this identification process, that no third parties have access to this end device.
- ii. If the customer finds out that an unauthorised third party has been able to misuse an identifier, s/he must immediately take the steps as set out under item 7.
- iii. All data input must be checked for completeness and accuracy prior to release.
- iv. The contractual regulations, the user guide and the instructions on security must all be adhered to.
- v. The IT equipment used for accessing the credit institution's Electronic Banking service must be free from technical defects. No harmful influences (such as viruses, etc.) may emanate from this equipment and affect the technical equipment (hardware, software) of the credit institution or of other customers.

The account holder must ensure that all persons who have been given Electronic Banking permissions in connection with his account or securities account have knowledge of and abide by these duties of care.

Orders from persons who have been given Electronic Banking permissions in connection with his account or securities account shall be carried out charging the account/securities account and at the expense of the account holder. The Electronic Banking system will also allow overdrafts if they can be traced back to instructions from an authorised signatory. The account holder shall assume unrestricted liability for such overdrafts.

Business owners shall be liable, without limitation as to the amount, for any losses sustained by the credit institution due to culpable violations of these duties of care and diligence by the owners or by persons who have been given Electronic Banking permissions in connection with their accounts or securities accounts.

**7. Blocking of access rights**

**a. Block initiated by the customer**

The customer can instruct his/her access to electronic banking to be blocked in the following ways:

- by telephone at any time, by ringing the credit institution's hotline for card cancellation/suspension of electronic banking created for this purpose, the telephone number of which has been advised to the customer by the credit institution and which can be found on [www.raiffeisen.at](http://www.raiffeisen.at),
- at the premises of the credit institution, during opening hours.

In the abovementioned cases, a block will become effective as soon as the instruction to block has been received.

In the event of the loss of an identifier which was to be used for the agreed identification process or in the event of the loss of the identifier necessary for the creation of some other secure electronic signature (item 4 a) (iii)) (in particular a signature card or another data carrier required for the creation of a signature) or if it is discovered that an unauthorised person has acquired the possibility of misusing an identifier or an activated biometric identifier, the customer is obliged deactivate the identifier (such as in the case of a biometric identifier) or otherwise to request that the block be put on the access rights in question. If it is not possible to block access rights in the ways described immediately, the customer must, as an interim step, change the PIN or activate the access block in the lock screen (can be downloaded under the "Security" tab in Electronic Banking Services). In such a case as well, the customer must request that the block be applied in one of the ways outlined above at the earliest possible opportunity.

Every customer is entitled to have his/her access to the Electronic Banking service blocked. Furthermore, the account holder is also entitled to have access by all persons with permissions to access his/her account or securities account blocked.

Access will be automatically blocked if the PIN or Signatur code has been entered incorrectly five times.

The customer can also initiate a block of access rights him/herself by going to the settings for the ELBA app (mobile version).

A block that has been initiated by a customer can only be reversed by the credit institution. An instruction to do so is required from the customer affected by the block or – if access to the account relates to another person – from the account holder.

**b. Block initiated by the credit institution**

The credit institution is entitled to block access to the Electronic Banking service on its own initiative if

- i. it has justifiable, objective grounds connected to the security of the Electronic Banking service for so doing;
- ii. it has reason to believe that the identifiers attributed to the authorised user are being used by an unauthorised person; or
- iii. if the account holder to whose account the access block applies has not fulfilled his/her payment obligations in connection with a credit line linked to the Electronic Banking service (arranged overdraft or overdraft), and
  - either fulfilment of these payment obligations is endangered due to a deterioration in or danger to the customer's assets or those of a jointly liable person, or
  - the customer is insolvent or insolvency is imminent.

The credit institution shall inform the account holder of the blocking of access to the account by an account information service provider or payment initiation service provider and of the reasons for the blocking of access in the communication form agreed with the account holder as soon as possible, but at the latest immediately after the blocking unless such notice would be contrary to Austrian or EU legal norms or objective security considerations.

The credit institution will reverse a block on access to the Electronic Banking service that had been initiated by the bank as soon as the grounds for the block no longer apply.

**8. The credit institution's liability to entrepreneurs for malfunctions in electronic banking**

In relation to customers who are entrepreneurs, the credit institution shall only be liable for damages caused by malfunctions in electronic banking if such malfunctions are due to gross negligence on the part of the credit institution. If for any reason whatsoever this limitation of liability should not be effective and the credit institution is liable to an entrepreneur for damages without the credit institution being at fault, such liability shall be limited per damage causing event and per customer suffering such damage to €20,000.00 and the entire liability towards all of its customers shall be limited to a maximum of €400,000.00. However, the credit institution shall not be liable in any case if the damage was caused by an independent third party or otherwise by an unavoidable event which is neither due to an error in the quality nor to a failure of the credit institution's automation-supported data processing resources.

**9. Delivery/provision of information and declarations from the credit institution about Electronic Banking**

**a. Applicable regulations in the General Terms and Conditions and in the Special Conditions**

(i) For the delivery by Electronic Banking of offers from the credit institution regarding changes to performance, fees, master agreements and terms and conditions the following provisions apply:

- **Section 2 of the General Terms and Conditions** (changes to the General Terms and Conditions and of standing agreements),
- **Item 10. of these Terms** (Change to the Electronic Banking Participation Agreement and these Terms),
- **Item I.11. of the Special Terms and Conditions for Debit Cards** (Changes to the card agreement and the Special Terms and Conditions for Debit Cards),
- **Items IV. and V. of the Special Terms and Conditions for Online Savings** (change of Online Savings Contracts).

(ii) Furthermore, the following sections of the **General Terms and Conditions** apply to delivery via Electronic Banking:

- **Section 7 (2)** for statements of charges,
- **Section 38** for balancing of accounts and statements of securities,
- **Section 39 (10)** for information on transfers made on order of the customer,
- **Section 40 (2)** for information on credit entries made to the customer's account.

**b. Regulations for other information and declarations**

Information and declarations of the credit institution relating to the business relationship with the customer other than those mentioned in Item a) above may also be made available by the credit institution in Electronic Banking for retrieval.

**c. Information and declarations from the credit institution**

If the customer is informed separately about delivery to the Electronic Banking mailbox by post or - if agreed with the customer - to an e-mail address provided by the customer, the information or declaration delivered in the Electronic Banking mailbox shall also be deemed to be received by the customer upon receipt of this separate information by the customer.

If there is no separate information about the delivery in the electronic banking mailbox, then the information and declarations provided for electronic retrieval shall be deemed to have been received by the account holder once they have been retrieved from the electronic banking system by a customer. Upon such retrieval by customers who are entrepreneurs, but at the latest six weeks after the information has been made available, delivery is deemed to have occurred and any notice periods for claims with regard to the delivered messages from the credit institution shall start to run. This also applies to account information that does not concern a payment service. Any supplementary documents not transmitted via the Electronic Banking service and regarding account information retrieved from the Electronic Banking service shall – according to the agreement made with the account holder – be either deposited at the teller window of the credit institution or sent by post.

**d. Inquiry obligation of entrepreneurs**

If the account holder has agreed with the credit institution that information regarding the account shall be retrieved exclusively via the Electronic Banking Service, the account holder who is an entrepreneur is responsible for regularly retrieving the account information from the Electronic Banking Service.

**e. Additional sending or deposit**

Irrespective of their retrievability via the Electronic Banking Service, information and declarations from the credit institution, or supplementary documents connected to them, may in individual cases also be sent by post or – if so agreed with the credit institution – be left for collection at a branch of the credit institution.

**f. Notifications**

The information made available as part of the Electronic Banking service can also contain non-binding notifications of account balances or movements (credits, debits). These notifications may be rescinded by the credit institution at any time.

## 10. Changes to the participation agreement and these conditions

The credit institution shall propose changes to the Participation Agreement or these Terms and Conditions to the account holder no later than two months before the proposed effective date as provided for in Section 2 of the General Terms and Conditions. The account holder's consent to these changes will be deemed to be given – and to apply to all persons to whom s/he has given Electronic Banking permissions to access his/her account or securities account - unless the credit institution has received an objection from the account holder prior to the proposed entry into effect. Reference shall also be made by the credit institution to this term in the communication to the account holder proposing the change. A proposal, within the meaning of Section 2 of the General Terms and Conditions, to amend the services of the credit institution as agreed in the Participation Agreement or the Terms and Conditions and the related fees is only permissible and effective in the following cases:

- with respect to entrepreneurs: proposed changes within the meaning of section 43 (2) of the General Terms and Conditions, if the conditions provided for within that section have been fulfilled;
- with respect to consumers: proposed changes in respect of the charges for payment services only, if the conditions provided for in section 44 of the General Terms and Conditions have been fulfilled; and proposed changes in respect of services provided by the credit institution (excluding credit interest) if the conditions provided for in section 47 of the General Terms and Conditions have been fulfilled.

The account holder who is a consumer shall be entitled to terminate the master agreement for payment services (current account agreement), or even the participation agreement alone, without notice and free of charge, until such change takes effect. The credit institution shall indicate this, too, to the account holder in the change proposal.

## 11. Financial status and queries about securities accounts

The financial status is a list of all Raiffeisen products selected by the account holder for inclusion in the financial status. Raiffeisen products in the sense of this provision are all transactions listed in the product list available in the financial status and which the credit institution has either concluded itself with the account holder (such as accounts and securities accounts) or which it has arranged with other companies (such as building society savings, leasing and insurance). Raiffeisen products can be selected and changed via electronic banking.

The credit institution updates and manages the data available on Raiffeisen products, depending on availability. Quoted price information, statistics and tables are displayed with different time delays; this information is therefore not investment advice and is not a suitable basis for an investment decision.

Data relating to Raiffeisen products brokered by the credit institution are provided by the account holder's contractual partners on the basis of his/her separately declared consent and are not checked by the credit institution for completeness, correctness, accuracy and timeliness.

The account holder may also include products not included in the product list ("third-party products") in the financial status. The account holder must maintain and update this data on third-party products himself.

The financial status is an information service only. No transactions can be processed.

The financial status can be called up between 05:00 and 24:00 hours.

The Electronic Banking service provided by the credit institution also enables the customer to make queries regarding the securities account balance for the securities accounts that are part of the system. The securities prices indicated are past prices from differing points in time. Therefore, they do not reflect the stock market price at the point in time of the query, but merely serve as points of reference.

## 12. Securities

### a. No investment advice

No individual or personal advice is given when placing securities orders through the Electronic Banking service provided by the credit institution or using the Telephone Banking Service.

### b. Scope of service

The customer may only carry out securities transactions which can be traded through the Electronic Banking/Telephone Banking Service.

If an order is placed via Electronic Banking or Telephone Banking, the credit institution merely conducts an assessment of the customer's knowledge and experience in relation to the selected security (appropriateness test). If the customer does not possess the relevant experience and knowledge (or does not provide the requisite information in that regard), the bank will only issue a warning about insufficient appropriateness (or inability to conduct an appropriateness assessment due to non-disclosure of information) to the authorised user in a standardised manner. However, the order can nevertheless be placed.

### c. Information and rates/prices

#### i. Information

Any current information on country markets, currencies, trading venues, market prices, etc. made available through the Electronic Banking service or the Telephone Banking service does not constitute individual or personal advice or a recommendation; such general information is provided merely to help customers making independent investment decisions.

#### ii. Rates

All the market rates shown are historical. They serve purely as points of reference and do not show the rate at the actual point in time in which an order is executed. In particular it is important to note that a rate can change during the course of an order being placed and up until its execution.

#### iii. Real-time rates

On the basis of a separate agreement, the credit institution can facilitate access for the customer for non-business purposes to real-time rates/prices on trading platforms provided by third-party suppliers of such information and listed in the schedule of prices and services at the time of signing the agreement. The credit institution's obligations are limited solely to providing access to the rates/prices provided by these third-party suppliers. The credit institution is not responsible for the currency and accuracy of these rates/prices.

The monthly fee payable to the credit institution for providing access to the rates/prices is shown in the schedule of prices and services underpinning the agreement. It is due in arrears. The customer is entitled to terminate the agreement on access to real-time rates/prices at any time and with immediate effect. Termination of the agreement does not alter the credit

institution's entitlement to payment in the month in which the agreement is terminated.

#### **d. Orders and settlement**

##### **i. Placing orders**

When placing orders, the "Guidelines for Orders", which can be found in the Electronic Banking Service, must be noted! When an order is placed, the ISIN, the number of securities to be ordered or their nominal value, the desired trading venue, any limits or limit qualifications, the period of validity of the order and the securities and clearing account must be indicated.

##### **ii. Limits and limit qualifications**

The customer must choose between the limitations "amount" and "best-rate/market order".

The reaching of limits on the stock market does not necessarily mean that the placed order was actually carried out. In addition, any minimum order volumes as well as the customary practices for the relevant stock market must be taken into consideration. Only best-rate/market orders may be placed for securities funds and Raiffeisen bonds, except in the case of securities funds and Raiffeisen bonds listed on the stock market.

##### **iii. Time limits**

The desired period of validity for the order must be stated by the customer. Upon expiry of the date indicated, the order shall no longer be valid, even if it has not yet been carried out. It should be noted that settlements of securities orders executed within the period for which the order is valid can be transmitted/sent once the order period has ended.

The fact that a settlement has not been transmitted/sent in the period for which an order was valid does not mean, therefore, that the order in question has not been executed. In order to ascertain if an order has been executed or not, direct contact should be made with the credit institution.

##### **iv. Order acceptance**

An order may only be accepted if there are sufficient funds in the bank account and the securities account and if the security selected is currently available.

Whether an order has been accepted is shown in the "order book" – this applies analogously for the Telephone Banking Service.

In the event of non-acceptance, a corresponding error message will be displayed. A cancellation or change order will be transmitted to the stock market subject to an order having already been executed. Cancellation or change of an order does not automatically mean that the order has actually been cancelled or changed since the reply sent by the stock market to the credit institution takes some time over which the bank has no influence.

If an order that had already been cancelled/changed is placed one more time and if both the cancelled/changed and the new order are carried out, the account holder is liable to provide the necessary funds in the bank account/securities account.

##### **v. Order forwarding**

Depending on the trading venue, an order accepted by the credit institution shall be transmitted either fully or semi-automatically. In the event of semi-automatic transmission the order is either transmitted directly to the trading venue in question or via partner banks. This transmission of the order requires a certain amount of time and increases the price risk. Depending on when the order is received, it will be forwarded either on the same Austrian bank working day or on the next Austrian bank working day.

##### **vi. Order execution**

When an order has been executed, a corresponding status message is displayed in the "order book". As with settlements, the non-display of an executed order does not mean that the order in question has not been executed. The price stated in the execution notice is not guaranteed. The actual price of an order is indicated in the account statement. This applies analogously for the Telephone Banking Service.

#### **13. Integration of business relationships with other banks**

The credit institution provides the customer with access to information on the customer's business relationships (payment accounts, loans, investments, securities accounts) with other banks ("**third-party institutions**") via an electronic banking module set up for this purpose, provided that this information is accessible via the third party institution's Internet banking to the extent used by the customer. For this purpose, the customer must use this module to enter the identification features agreed by him with the third party institution for its Internet banking. The credit institution transfers these identification features to the third party institution, retrieves the information from the third party institution once or continuously via its Internet banking, makes it available to the customer via electronic banking and stores it for further queries by the customer at a later date.

The module can also be used in this way for the transfer of orders to the third party institute.

Depending on the technical conditions of the third party institution's Internet banking, it depends on whether

- and to what extent the integration of business relationships with third-party institutions is actually possible,
- the information requested in this way is error-free and complete and can be stored by the credit institution,
- the orders transmitted via electronic banking are delayed or not carried out at all.

None of this is therefore the credit institution's responsibility.

When integrating business relationships with third-party institutions via electronic banking, it is the responsibility of the customer to ensure compliance with the agreements he has made with the third-party institution.

The customer has the option of deactivating this service in electronic banking at any time.

#### **14. Use of the Electronic Banking service for internet payments**

Payment for goods and services sourced from specifically marked internet sites is possible using the Electronic Banking service provided by the credit institution ("**eps payment**"). Upon entering into a sales agreement with the seller, the customer at the same time opens up a connection via the seller's website to the bank's data processing centre and transfers the amount to be paid directly into the account of the seller. Orders of this type lead directly to a payment confirmation and therefore cannot be revoked. When making this kind of transfer, objections arising out of the contractual relationship between the customer and the seller cannot be enforced against the credit institution. The seller's data are automatically entered in the money transfer order. To be able to carry out the sales process, the name of the customer placing the order as well as the account holder's name, including his account details, shall be made known to the seller.

#### **15. Telephone service (TSC)**

Telephone service makes it possible – following electronic authorisation - to issue payment orders and orders for the purchase and/or sale of securities to the credit institution via its Telephone Service Centre and to obtain account information over the telephone in accordance with these Terms of Participation.

When using the telephone service, the customer shall give his/her name and any other means of identification and enter the PIN digits as requested on the telephone keypad or use another, agreed identification process to identify him/herself. For security

reasons, all of the customer's telephone conversations with the Telephone Service Centre will be recorded; in case of a dispute, such recordings may be used as evidence.

#### **16. Software license for ELBA business**

As part of the ELBA business service and in order to enable communication over data communication lines, the credit institution has made available a program (hereinafter referred to as "program") to process payment instructions and information, which is sent via the data communications line to banks which support the program's multi-bank status. The purchase of the program gives right of use of the program and the documentation for it, which is non-transferable and non-exclusive.

The program functions agreed on will be made available on a CD-ROM or other form of electronic media. Only those program functions agreed with the credit institution may be used. Provided that the program functions, and in particular the multi-bank capability will not be impaired as a result of so doing, the credit institution may at any time provide new software versions of the program.

The agreement necessary to make use of the electronic banking services of another bank using the program must be concluded separately with the bank in question. The fees payable to the credit institution shall not cover the fees owed to other banks to and from which data is transmitted via the program provided by the credit institution nor the costs of the required data transmission lines.

For 24 months following the conclusion of the licence agreement, which is herewith declared to be the warranty period, the credit institution undertakes to correct free of charge and as quickly as possible any software faults which arise and hinder the proper issuing of payment instructions or calling-off of account information, either itself or through contracting appropriate third parties to do so. This assurance is given on the proviso that software faults are notified to the credit institution in writing within the warranty period.

Warranty claims are not, however, applicable if the program has been changed in any way without the express consent of the credit institution, or if the fault has arisen because the minimum technical specification has not been met or is defective. Third parties, who are not entitled to use it, may not be given access to the program. It is not permitted to copy (other than to make one back-up copy for security reasons) the program, or to give it to a third party.