

## 1. Subject matter of the conditions

The institution issuing the card/card issuer (hereinafter »the bank«) offers its credit card holders (hereinafter also »the customer/customers«) the provision of credit card account information electronically on its website. This service is called »Kreditkarteninfo online« (hereinafter also »service«). The following conditions reflect the terms applicable between the bank and the customer for this service.

## 2. Service offering

### 2.1 General

The bank enables its customer to download credit card statements electronically from the website. The electronically provided credit card statements are downloaded using a secure (encrypted) Internet connection. The customer can display, print and download the statements only using suitable access media. Access media are stationary and/or mobile devices that allow secure (encrypted) access to a bank computer over the Internet. Requirements for Internet access are not the subject matter of this contract. A contractual relationship with an Internet service provider must be entered into for this.

### 2.2 Application/registration

The customer registers on the website for the »Kreditkarteninfo online« service. When registering, the customer selects a password and provides his personal data and the credit card details for the card for which statements are to be provided online.

Registering credit cards from different banks under one username is not permitted. Holders of cards for which transactions are charged daily to the customer's current account (debit cards) may use the service only when the bank offers a single transaction display.

Following registration, the customer must initialise his access to »Kreditkarteninfo online« once. First Data GmbH, Germany, will send him an activation code for this purpose. During activation, the customer can replace the temporary username with a personal one; note that the username can be changed only one time. If a username has already been allocated, the customer must specify another username.

### 2.3 Provision of statements/notification email

The bank will notify the customer by email when a new credit card statement is ready under his username. The customer must provide an email address in the registration form for this purpose. It is not possible to register for the service without providing an email address. The customer must enter any changes to the email address immediately under his username.

The statements are provided in PDF format. The statements are currently provided online for a period of 12 months. The bank will store the data for a longer period in accordance with statutory provisions.

If the customer does not download his credit card statement within 35 days of its provision online, the bank will send the statement to him in paper form subject to payment of a separate fee and reimbursement of expenses. Any fee to be paid will be in accordance with the bank's list of prices and services.

This disclaimer by the customer will become effective when the customer registers online for the »Kreditkarteninfo online« service and accepts the conditions applicable to »Kreditkarteninfo online« at the time of registration. The card holder is required to download and check the statements provided under his username immediately after they are provided by the bank – but at least once a month. He may arrange to be informed automatically by email of the receipt of new statements. The provisions on obligations related to checking, cooperating and due diligence and on objections and complaints agreed between the customer and the bank in the credit card contract shall also apply without change to »Kreditkarteninfo online«.

### 2.4 Single transaction notifications

The bank will also provide the customer a list of transactions effected. This data will also be available for downloading by the customer.

### 2.5 Recognition according to tax law

It cannot currently be guaranteed for corporate customers that the tax and finance authorities will allow the recognition for tax purposes of credit card statements provided online.

## 3. Authorised persons

Only cardholders who have registered as users and whose username has been activated may use »Kreditkarteninfo online«. The necessary activation code will be sent to the user by First Data GmbH, Germany.

## 4. Charges

Use of the »Kreditkarteninfo online« service is free of charge to customers.

## 5. Duty of confidentiality/security

The customer must ensure that no other person gains knowledge of his password. In particular the password must not be stored electronically or otherwise recorded. The customer must make sure that third parties cannot see the password when it is entered.



If the customer finds out that another person has gained knowledge of his password, or if the customer suspects improper use of his password, he must change the password immediately. If this is not possible, he must inform the bank immediately. The bank will block the customer's access to the service in this event.

Since attacks on the security of »Kreditkarteninfo online« are possible, the customer must in his own interest take the steps necessary to protect against these risks and to keep his computer free of any programs that could put security at risk (such as computer viruses and so-called Trojan horses). Customers may obtain support from various standard anti-virus and firewall programs; note that they are effective only when they are regularly updated.

If the customer enters an incorrect password three times in a row, his access to »Kreditkarteninfo online« will be blocked automatically. Access will be reinstated when the customer responds correctly to the password question or requests a new password at the email address [kreditkarten-info.online@firstdata.de](mailto:kreditkarten-info.online@firstdata.de).

#### **6. General obligations of the customer to cooperate and exercise due care**

The user must check all data entered by him carefully for accuracy and completeness when using the service.

#### **7. Use of third parties/disclosure of data**

All personal data produced in the context of the »Kreditkarteninfo online« service is collected, used and processed by the bank for the purposes of performing the contract. The bank may pass all personal data produced in the context of the service on to suitable third parties (such as First Data Deutschland GmbH, postal address 60298 Frankfurt, Germany, as credit card service provider of the bank) and have it processed by them for the purposes of fulfilling the customer's instructions or implementing any declarations made by the customer.

In particular the bank may offer »Kreditkarteninfo online« at the Internet address of a third party (currently Swisscom (Schweiz) AG, Enterprise Customers, Postfach, 3050 Bern, Switzerland) engaged for the handling of the service.

#### **8. Termination**

The customer may terminate the service at any time in writing to the bank. The bank may terminate the »Kreditkarteninfo online« service at any time subject to six weeks' notice.

The statements will be provided on paper again after termination of the contract has come into effect.

#### **9. Changes to the conditions**

The credit institution reserves the right to change these conditions at any time. The bank will inform the customer of changes to the conditions for the »Kreditkarteninfo online« service on the start page of »Kreditkarteninfo online« or by email.

Once the notification has been made, the change will be deemed to have been accepted if the customer does not object to it within six weeks in writing or by email. The bank will then take the amended version of the conditions for »Kreditkarteninfo online« as the basis for further business relations. In the notification, the bank will inform the customer particularly of the consequences of any changes. The deadline is adhered to if the objection is sent within six weeks after notification. If the customer objects effectively, the use of »Kreditkarteninfo online« will be deemed to have been terminated with immediate effect.

#### **10. Liability**

The credit card service is provided to the customer free of charge. In return, the customer accepts the exclusion of any liability on the part of the credit institution.

#### **11. No granting of rights**

These conditions do not grant the customer any rights, permissions, user rights or entitlements in relation to the systems on »Kreditkarteninfo online« and the data recorded therein save such as are expressly stipulated in these conditions. Further no user rights in relation to patents, trademarks, copyrights, business secrets or other protected rights of the credit institution are granted to the customer by reason of any prior acquiescence or on any other ground.

#### **12. Other terms/applicable law**

The general terms and conditions and the customer or contractual conditions of the card issuer agreed by the customer in the credit card application shall also apply. The customer may view the latest version of these terms at the bank's branches.

German law shall apply to the business relations between the account holder and the bank unless it refers to a foreign legal system.

# Additional Use (optional) Conditions for SMS@lert



## 1. Scope of Services

In addition to its »Kreditkarteninfo online« service (»Credit Card Information Online Service«), the bank offers customers its SMS@lert service. These conditions apply to the SMS@lert service in addition to the conditions for its »Kreditkarteninfo online« service. SMS@lert is an optional additional application of the institution issuing the card/ card issuer (hereinafter »the bank«). SMS@lert can only be used by a credit card holder who is a customer of the bank and who has registered his card for the »Kreditkarteninfo online« service.

The SMS@lert service is offered in the secure area of »Kreditkarteninfo online« in the »Kartenkonto« (»card accounts«) menu under »Bearbeiten« (»Edit«).

In the registration procedure for SMS@lert, the customers are sent an activation code (via text message or email, depending on the medium selected). This activation code must be entered inside the secure »Kreditkarteninfo online« area.

By registering with SMS@lert, information on transactions made with the credit card or by using card data (this requires a payment enquiry made online) can be transmitted to the German mobile telephone number by the card holder in a text message (SMS) or, alternatively, as an email. Should the card holder notice a transaction that was not made by him, he can call a telephone service hotline referred to in the message to have the transaction checked. The text message or email is transmitted immediately. Depending on the network operator or provider selected by the card holder, delays may result in receipt of these messages by the card holder. The bank accepts no liability for this.

The bank reserves the right to change its scope of service at any time. Card holders will be informed of these changes. In this context, the complete cessation of this service offer also constitutes a change.

## 2. Costs

SMS@lert is provided by the bank free of charge, regardless of whether the customer selects the »Text Message« or »Email« information channel. Reception of text messages or emails when abroad may entail additional fees incurred by the card holder with each network operator or mobile telephony provider (»roaming« charges); these must be borne by the card holder and are outside the bank's control. To avoid these charges, the customer has the option of temporarily de-activating SMS@lert for his credit card.

## 3. Security Information

When sending text messages or emails, the risk that unauthorised third parties may see, read, manipulate or delete electronic data cannot basically be ruled out. Text messages or emails are sent unencrypted. This point is emphasised expressly. The bank therefore accepts no liability for the security of the data transmitted.

For security reasons, messages contain only the last four digits of the credit card number. The first and last names of each card holder are not mentioned. The text message or email contains information about the dealer and the amount of the transaction.

The card holder himself is required to use suitable means to ensure the security of a text message or the email, e.g. by using a password-protected access-block.

The messages are of a purely informational nature. With regard to the transaction, only the details concerning the transaction statement on the credit card are legally binding. The credit card holder is required to inform the bank of any new mobile telephone number or email address in a timely manner by entering this information online in a secure credit card information area (Kartenkonto > Bearbeiten > Kanal > Empfänger [= »card accounts > edit > Channel > Recipients«]).

## 4. Deactivation/Termination

The customer may terminate the additional application SMS@lert without notice at any time. The bank is entitled to terminate the SMS @lert service at any time with six weeks' notice.

Notwithstanding the above, termination of the credit card contract or blocking the credit card simultaneously terminates the additional application SMS@lert for the credit card. When the bank customer terminates his commercial relationship with the bank or on termination of the application »Kreditkarteninfo online«, this simultaneously terminates SMS@lert for the user.

The card holder can deactivate SMS@lert in the credit card information menu »Kartenkonto« (»Card Accounts«) under »Bearbeiten« (»Edit«) by selecting the item »keine Autorisierungsnachrichten« (»No Authorisation Messages«) in »Benachrichtigungsmodell für SMS@lert« (»Message Model for SMS@lert«). Deactivation means that the card holder will no longer receive any messages. After deactivating the additional application, customers can re-register at any time.