

SPECIAL CONDITIONS to the Online Agreement for OLIS CBG

1. Authority

a) Authorised representatives and scope of authority

The authorities as agreed in the Online Agreement for OILS CBG, being granted separately for each electronic access path, define the authorized representatives and the according scope of authority. The Customer will inform its authorized representatives of the scope of their granted authority.

b) Scope of authority for future banking products/-services

The authority of the representatives named for each indicated electronic access path will apply to the same extent also for all future banking products/ -services, provided that the representatives are registered for the corresponding electronic access path and that the Customer will not have informed the Bank otherwise. For the sake of proof, this notification shall be made in writing.

c) Modification / expiry of an authority

The Customer shall notify the Bank, without delay and if possible in writing as evidence thereof, when an authority granted to an authorized representative notified to the Bank has expired. This duty of notification also exists when the authority has been recorded in a public register (e.g. the German Commercial Register) and also the expiration or modification of such authority is recorded in said register.

d) Automatic deletion of a single authorized representative

The Bank is authorised to delete all electronic accesses paths for a single authorized representative on behalf of the Customer if the authorized representative has not initialized itself, according to the conditions for data communication, within 12 months after the receipt of the confirmation letter by the Bank in which the authorized representative has been nominated for the first time. The Bank will inform the Customer about the deletion of the authorized representative by sending a confirmation letter.

e) Subscription right

Any agreements granting the Customer electronic access to banking products and -services have to be signed by the Customer's legal representatives according to the public registers.

2. Automatic deletion of the complete electronic access of the Customer

The Bank is authorized to delete the complete electronic access paths of a Customer and also the access of its authorized representatives if not at least one authorized representative has initialized itself, according to the conditions for data communication, within 6 months after the receipt of the confirmation letter by the Bank. The Bank will inform the Customer about the complete deletion by sending of a confirmation letter.

3. Required Software

If for the use of a single access path a special software tool is necessary which is provided to the Customer on a payment basis, the provision of the software tool will be governed by a separate service and usage agreement.

4. Country-specific restrictions

In some countries, the utilization of certain content via electronic access paths is prohibited or restricted or subject to additional preconditions. This may impede the Customer to retrieve such content in certain countries. Therefore and prior to using the access paths from a foreign country, the Customer shall inform itself about any country-specific restrictions/prohibitions or additional preconditions and shall be responsible for its Users to comply with them.

5. Copyright protection

The content made available via the electronic access paths, and especially any information, data, texts, picture materials and functions contained therein, are subject to copyright protection. By using them, the Customer acquires no own rights. Depending on the function in question, however, the Customer may copy or otherwise use certain content for its business purposes, provided that reference to the copyrights of the Bank is made. Any of its authorized Users will use the electronic access paths and the content contained therein (including third-party software) only for their own business purposes and not make them available to third parties; the Customer will treat all content as confidential, not remove or obscure any references to the copyright of the Bank or its suppliers and not use trademarks, domain names and other signs of the Bank or third parties without their consent. The customer remains responsible for its Users to comply with these requirements.