

Special Terms and Conditions for Electronic Account Management

1. Subject matter of these special terms and conditions

Hamburg Commercial Bank AG (hereinafter referred to as “HCOB”) enables its customer, who is not a consumer and with whom it has concluded an Agreement on Participation in Electronic Account Management, to participate in electronic account management via EBICS.

2. Pre-contractual information

The parties agree that no pre-contractual information will be provided.

3. Duties of HCOB

HCOB undertakes to offer the following services within the scope of Electronic Account Management:

- (1) Provision of electronic account information
- (2) Provision of electronic account statements in accordance with the “Special Terms and Conditions Electronic Account Statements”
- (3) EBICS communication with third-party institutions in accordance with the “Special Terms and Conditions Multi-Banking (EBICS)”
- (4) Receipt of foreign payment transaction orders in accordance with the “Conditions for voucherless payments in foreign trade (DTAZV)” (“*Bedingungen für beleglose Zahlungen im Außenwirtschaftsverkehr (DTAZV)*”)
- (5) Receipt of SEPA Credit Transfer Initiation in accordance with the “Terms and Conditions for transfer” (“*Bedingungen für den Überweisungsverkehr*”) and the “Special Terms and Conditions SEPA Instant Credit Transfers (Instant Payments)” (“*Sonderbedingungen SEPA-Echtzeitüberweisungen (Instant Payments)*”).
- (6) Acceptance of SEPA Direct Debit Initiation in accordance with the “Terms and Conditions for direct debits” (“*Bedingungen für den Lastschriftinzug*”)
- (7) Receipt of files and provision of information for the letter of credit business
- (8) Receipt of files and provision of information for the guarantee business (*Avalgeschäft*)

Further functions will be activated successively, if necessary.

4. Duties of the customer

The customer undertakes to comply with the obligations and rules of procedure arising for it from these Special Terms and Conditions or from the Special Terms and Conditions applicable in each case. In particular, the customer undertakes to comply with the duties of conduct and care as well as the security requirements for the EBICS Customer System regulated in the Terms and Conditions for Data Transmission (“*Bedingungen für Datenfernübertragung*”) together with the annexes thereto.

5. Restriction and interruption of use

Due to technical and operational reasons, temporary restrictions and interruptions in the use of the services within the scope of Electronic Account Management are possible. Temporary restrictions and interruptions can result from force majeure, circumstances for which HCOB is not responsible or maintenance and repair work which is required for the proper use of the Electronic Account Management and was not caused by culpable conduct on the part of HCOB.

For the purpose of maintaining the technical facilities of HCOB required for the EBICS procedure, temporary restrictions of use may be necessary. If these restrictions have to take place between 6:00 a.m. and midnight, HCOB shall inform the customers of this in advance if possible, e.g. by means of a corresponding notice on the HCOB website.

6. Remuneration and fee

The fee for the use of the services offered within the scope of Electronic Account Management is set out in the “Fees and Services” (“*Preis- und Leistungsverzeichnis*”). HCOB shall be entitled to collect the fee for the provision of the services within the scope of Electronic Account Management by debiting the accounts specified in the application for participation in Electronic Account Management via EBICS or another account of the customer held with it.

7. Contract termination

The customer may terminate the agreement on the use of EBICS communication with HCOB at any time by giving one month’s notice. HCOB shall be entitled to terminate the agreement on the use of EBICS communication ordinarily with two months’ notice if there is an appropriate reason. By way of supplement, nos. 18 and 19 of the General Business Conditions shall apply.

8. Final provisions

- (1) If any provision of this agreement proves to be invalid or unenforceable, the remaining provisions shall nevertheless remain valid. Instead of the invalid or unenforceable provision, such provision shall then be deemed agreed which is effective and comes closest to the economic rationale and purpose of the invalid or unenforceable provision.
- (2) Amendments and supplements to this agreement must be in writing and must be expressly indicated as such. This shall also apply to any amendment of the written form clause.
- (3) This agreement shall be subject to the laws of the Federal Republic of Germany.
- (4) Provided that the customer is a merchant, a legal entity under public law or a separate estate under public law, the place of venue shall be Hamburg.

9. Out-of-court dispute resolution and other means of complaint

For the settlement of disputes with HCOB, the customer may turn to the dispute resolution or complaints bodies specified in more detail in the Fees and Services

Information on data transmission:

HCOB has commissioned external companies to handle sub-areas of its banking business, especially in the area of technical advice to participants. For this purpose, it passes on the data to the companies it has carefully selected and vetted. These companies use and/or process the data within the framework of the instructions of HCOB and are also subject to the protection of data privacy and banking confidentiality. Participants and/or account holders may object to the transmission of the data. In this case, HCOB has to terminate the Agreement on Participation in Electronic Account Management.

The present translation is furnished for the customer's convenience only. The original German text of the Special Terms and Conditions for Electronic Account Management is binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings, or interpretations, the German text, construction, meaning or interpretation shall govern exclusively.