

Terms and conditions for transfer

The following terms and conditions shall apply to the execution of customer transfer orders.

1 General

1.1 Main features of a transfer, including a standing order

The Customer can use a transfer to instruct the Bank to remit funds on a cashless basis in favour of a payee to the payee's payment service provider. The Customer can also instruct the Bank to transfer a fixed amount on a specific recurring date to the same account of the payee (standing order).

1.2 Customer identifiers

Customers must use the following customer identifier of the payee for this process:

Destination	Currency	Customer identifier on the payee
Domestic	EUR	IBAN ¹⁾
Cross-border within the European Economic Area (EEA) ²⁾	EUR	IBAN
Domestic or within the European Economic Area (EEA)	Currency other than the euro	– IBAN and BIC ³⁾ or – Account number and Bic
Outside of the European Economic Area (EEA)	EUR or other currency	– IBAN and BIC or – Account number and Bic

¹⁾ International Bank Account Number.

²⁾ Current EEA member countries are: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom of Great Britain and Northern Ireland.

³⁾ Bank Identifier Code.

The information required to execute the transfer is set out in sections 2.1, 3.1.1 and 3.2.1.

1.3 Issuance of the transfer instruction and authorisation

(1) The Customer issues a transfer instruction to the Bank as agreed with the Bank (e. g. via online banking) containing the required information in accordance with section 2.1 sections 3.1.1. and 3.2.1. The use of pre-printed forms, forms, or other documents by the customer is expressly excluded.

The Customer has to ensure that the information is complete and correct. Incomplete or incorrect information may lead to delays and the misrouting of transfers, possibly resulting in losses being incurred by the Customer. If the information is incomplete or incorrect, the Bank may

refuse to execute the transfer (see also section 1.7).

If the Customer requires particularly prompt execution of the transfer, he/she shall provide the Bank with separate notification to this effect.

(2) The Customer authorises the transfer instruction as agreed with the Bank (for example, using the online banking PIN/TAN). This authorisation also includes explicit approval of the fact that the Bank will access (for its stored data), process, transmit and save the personal data relating to the Customer that is required in order to execute the transfer.

(3) At the request of the Customer, the Bank shall disclose the maximum execution period for this payment transaction as well as the fees to be charged and, if necessary, a breakdown of these fees prior to the execution of an individual transfer instruction.

(4) The Customer is also entitled to use a payment initiation service in accordance with section 1 (33) of the German Payment Services Supervision Act (Zahlungsdiensteaufsichtsgesetz) to issue the transfer instruction to the Bank, unless the payment account of the Customer is not accessible to him/her online.

1.4 Receipt of the transfer instruction by the Bank

(1) The transfer instruction shall become effective when it is received by the Bank. This also applies if the transfer instruction is issued via a payment initiation service provider. The instruction shall be deemed to have been received when it reaches the Bank's designated receiving facilities (e. g. when it is received by the Bank's online banking server).

(2) If the date of receipt of the transfer instruction as defined in subsection 1 sentence 3 does not fall on a business day of the Bank as set out in the "List of Fees and Services", the transfer instruction shall be deemed to have been received on the following business day.

(3) If the transfer instruction is received after the acceptance time indicated at the Bank's receiving facility or in the "List of Fees and Services", it shall be deemed, for the purposes of determining the execution period (see section 2.2.2), not to have been received until the following business day.

1.5 Revocation of the transfer instruction

(1) The Customer can revoke the transfer instruction up until the time at which it is received by the Bank (see section 1.4 subsections 1 and 2) by making a corresponding declaration to the Bank. After the transfer instruction has been received, it can no longer be revoked, subject to subsections 2 and 3. If the Customer uses a payment initiation service provider to issue his/her transfer instruction, then, by way of derogation from sentence 1, he/she can no longer revoke the transfer instruction vis-à-vis the Bank after he/she has granted the payment initiation service provider his/her consent to the initiation of the transfer.

(2) If the Bank and Customer have agreed a specific deadline for the execution of the transfer (see section 2.2.2 (2)), the Customer can revoke the transfer/standing order (see section 1.1) up until the end of the business day of the Bank preceding the agreed day. The revocation must be received by the Bank in written form (Textform) or, if an electronic method of communication (e. g. online banking) has been agreed as part of the business relationship, using this method. The business days of the Bank are set out in the “List of Fees and Services”. Following the timely receipt of the revocation of a standing order by the Bank, no further transfers shall be executed on the basis of the previous standing order.

(3) After the points in time specified in subsections 1 and 2, the transfer instruction can only be revoked if the Customer and the Bank have agreed to this. The agreement shall become effective if the Bank is successful in preventing execution or in recovering the transfer amount. If the Customer uses a payment initiation service provider to issue his / her transfer instruction, the approval of the payment initiation service provider and of the payee shall also be required. The Bank shall charge the fee shown in the “List of Fees and Services” for processing such a revocation by the Customer.

1.6 Execution of the transfer instruction

(1) The Bank shall execute the Customer’s transfer instruction if the information required for execution (see sections 2.1, 3.1.1 and 3.2.1) is available in the agreed format (see section 1.3 (1)), the instruction is authorised by the Customer (see section 1.3 (2)) and either adequate funds are available in the transfer currency or an adequate line of credit has been granted for the execution of the transfer (execution conditions).

(2) The Bank and the other payment service providers involved in the execution of the transfer shall be entitled to execute the transfer solely on the basis of the customer identifier of the payee specified by the Customer (see section 1.2).

(3) The Bank shall notify the Customer at least once a month of the execution of transfers using the agreed method for providing account information. In cases involving Customers who are not consumers, a separate agreement can be reached on the notification method and frequency.

1.7 Refusal to execute

(1) In the event that the execution conditions (see section 1.6 (1)) are not met, the Bank can refuse to execute the transfer instruction. The Bank shall inform the Customer accordingly without delay, but in any case within the period agreed in section 2.2.1/3.1.2 and 3.2.2. The Bank can also use the agreed method for providing account information for this purpose. In so doing, the Bank will, to the extent possible, provide reasons for the refusal, as well as options as to how errors that resulted in the refusal can be rectified.

(2) If the Bank is not able to obviously assign a customer identifier provided by the Customer to a payee, a payment account or to a payment service provider of the payee, the Bank shall immediately inform the Customer to this effect and, where appropriate, return the transfer amount to him/her.

(3) The Bank shall charge the fee set out in the “List of Fees and Services” in cases in which it refuses to execute an authorised transfer instruction for good cause.

1.8 Transmission of transfer data

As part of the execution of the transfer, the Bank shall transmit the data contained in the transfer (transfer data) to the payment service provider of the payee either directly or via intermediaries. The payment service provider of the payee can make the transfer data, which also includes the payer’s IBAN, available to the payee either in full or in part. In cases involving cross-border transfers and domestic express transfers, the transfer data may also be forwarded via the messaging system of the Belgium-based Society for Worldwide Interbank Financial Telecommunication (SWIFT) to the payment service provider of the payee. For system security reasons, SWIFT temporarily stores the transfer data in its data centres in the European Union, Switzerland and the USA⁴⁾.

1.9 Notification of unauthorised or incorrectly executed transfers

The Customer must immediately notify the Bank after identifying an unauthorised or incorrectly executed transfer instruction. This shall also apply in the event that a payment initiation service provider is involved.

1.10 Fees and changes to fees

1.10.1 Fees for consumers

The fees for transfers are set out in the “List of Fees and Services”.

Any changes to the transfer fees are proposed to the Customer in written or electronic form no later than two months prior to their entry into force. If an electronic communication method has been agreed between the Customer and the Bank in connection with the business relationship, such changes can also be communicated using this method.

The changes offered by the Bank shall become effective only if the Customer accepts them. Agreements with the Customer in relation to changes of fees that exceed the principal payment obligations of the Customer can only be agreed upon expressly.

Changes to fees for the framework payment services agreement (current account agreement) shall be made in accordance with section 12 (6) of the General Terms and Conditions of Business.

1.10.2 Fees for Customers who are not consumers

The provisions set out in section 12 (2) to (5) and (7) of the General Terms and Conditions of Business remain applicable to fees and any changes thereto for transfers made by Customers who are not consumers.

⁴⁾ In addition, “Regulation (EU) 2015/847 of the European Parliament and of the Council – of 20 May 2015 on information accompanying transfers of funds” (EU Funds Transfer Regulation) subjects the Bank to the obligation, for the purposes of combating money laundering and terrorist financing, to check and transmit information on the Customer, as the party issuing the order (payer) and on the beneficiary (payee) in connection with the execution of direct debits. This information consists of the name and customer identifier of the payer and the payee, as well as the address of the payer. For direct debits within the European Economic Area (EEA), the forwarding of the payer’s address can be dispensed with in the first instance, but may be requested by the payment service provider of the payee. When specifying names and, where appropriate, addresses, the Bank uses the data stored in its systems in order to comply with the statutory requirements. The Regulation means that the identity of the payer and the payee can always be determined unambiguously on the basis of the payment transaction data records themselves. This also means that the Bank has to check payment data, reply to enquiries made by other banks with regard to the identity of the payer/payee and, on request, make this data available to the responsible authorities.

1.11 Exchange rates

If the Customer issues a transfer instruction in a currency other than the account currency, the account is nevertheless debited in the account currency. The exchange rate for such transfers shall be determined on the basis of the conversion regulations set out in the "List of Fees and Services".

Any changes to the reference exchange rate specified in the conversion regulations shall apply immediately and without prior notice having to be issued to the Customer. The reference exchange rate shall be made available by the Bank or shall be obtained from a publicly accessible source.

1.12 Reporting requirements under foreign trade legislation

The Customer must comply with the reporting requirements under foreign trade legislation.

1.13 Out-of-court dispute resolution and other complaint procedures

The Customer can contact the dispute resolution and complaint bodies designated in the "List of Fees and Services" for the settlement of disputes with the Bank.

2 Transfers within Germany and to other countries of the European Economic Area⁵⁾ (EEA) in euros or in other EEA currencies⁶⁾

2.1 Required information

The Customer must provide the following information in the transfer instruction:

- Name of the payee,
- Customer identifier of the payee (see section 1.2). If, in cases involving transfers in EEA currencies other than the euro, the BIC is unknown, the full name and address of the payment service provider of the payee is to be provided instead,
- Currency (where appropriate, as an abbreviation in accordance with the list in the Appendix 1),
- Amount,
- Name of the Customer,
- IBAN of the Customer.

2.2 Maximum execution period

2.2.1 Time limit

The Bank shall be obliged to ensure that the transfer amount is received by the payment service provider of the payee at the latest within the execution period specified in the "List of Fees and Services".

2.2.2 Commencement of the execution period

(1) The execution period shall commence when the Customer's transfer instruction is received by the Bank (see section 1.4).

⁵⁾ Current EEA member countries are: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, United Kingdom of Great Britain and Northern Ireland.

⁶⁾ EEA currencies at present: Bulgarian lev, Czech krona, Danish krone, euro, Hungarian forint, Icelandic króna, Norwegian krone, Polish zloty, British pound sterling, Romanian leu, Swedish krona, Swiss franc.

(2) Should the Bank and the Customer agree that the execution of the transfer is to commence on a certain date or at the end of a certain period or on the day on which the Customer has made the funds required for execution available to the Bank in the instruction currency, then the date specified in the instruction or otherwise agreed shall apply to the commencement of the execution period. If this agreed date is not a business day of the Bank, then the execution period shall commence on the following business day. The business days of the Bank are set out in the "List of Fees and Services".

(3) The execution period for transfers in a currency other than the currency of the Customer's account shall not commence until the day on which the transfer amount is available in the instruction currency.

2.3 Reimbursement, adjustment and compensation claims of the Customer

2.3.1 Reimbursement in the event of an unauthorised transfer

In the event of an unauthorised transfer (see section 1.3 (2)), the Bank shall not be entitled to the reimbursement of its expenses from the Customer. It shall be obliged to immediately refund the transfer amount to the Customer and, if the amount has been debited from an account of the Customer, to restore the balance of this account to what it would have been if the debit entry relating to the unauthorised transfer had not been made. This obligation must have been fulfilled at the latest by the end of the business day in accordance with the "List of Fees and Services" following the day on which the Bank was informed, or otherwise became aware of the fact, that the transfer was not authorised. If the Bank has informed a responsible authority in writing of justified grounds to suspect fraudulent behaviour on the part of the Customer, the Bank shall review and fulfil its obligation under sentence 2 without delay if the suspicion of fraud is not confirmed. If the transfer was triggered via a payment initiation service provider, the obligations referred to in sentences 2 to 4 shall apply to the Bank.

2.3.2 Claims in the event of non-execution, incorrect or delayed execution of an authorised transfer

(1) In the event of the non-execution or incorrect execution of an authorised transfer, the Customer can claim an immediate and full refund of the transfer amount from the Bank insofar as the payment was not made or was incorrect. If the amount was debited from the Customer's account, the Bank shall reinstate the account balance that the account holder would have had in the absence of the unexecuted or incorrectly executed payment transaction. If a Customer's transfer is triggered via a payment initiation service provider, the obligations referred to in sentences 1 to 2 shall apply to the Bank. Insofar as fees have been deducted from the transfer amount by the Bank or intermediaries, the Bank shall immediately transmit the amount deducted to the payee.

(2) Over and above subsection 1, the Customer can request the reimbursement of any fees and interest from the Bank insofar as he/she has been invoiced for these, or insofar as they have been charged to his/her account, in connection with the transfer that was not executed, or was not executed correctly.

(3) In the event of the delayed execution of an authorised transfer, the Customer can demand that the Bank ask the payment service provider of the payee to credit the payment amount to the payment account of the payee as if the

transfer had been executed in a due and proper manner. The obligation under sentence 1 shall also apply if the transfer is triggered by the Customer via a payment initiation service provider. If the Bank can prove that the payment amount was received by the payment service provider of the payee in a timely manner, then this obligation shall cease to apply. The obligation pursuant to sentence 1 shall not apply if the Customer is not a consumer.

(4) At the request of the Customer, the Bank shall follow up on the payment transaction and notify the Customer of the outcome of these efforts in the event that the transfer was either not executed at all or was executed incorrectly.

2.3.3 Compensation due to breach of duty

(1) In the event of the non-execution, incorrect or delayed execution of an authorised transfer or in the event of an unauthorised transfer, the Customer can demand that the Bank provide compensation for any loss not already covered by sections 2.3.1 and 2.3.2. This does not apply if the Bank is not responsible for the breach of duty. In this respect, the Bank shall be responsible for an incidence of fault on the part of an intermediary to the same extent that it would be responsible for its own fault, unless the main cause lies with an intermediary selected by the Customer. If the Customer has contributed to a loss being incurred through negligent conduct, the extent to which the loss is to be borne by the Customer or the Bank shall be determined in accordance with the principles of contributory negligence.

(2) Liability under paragraph 1 is limited to EUR 12,500. The limitation of liability to this amount does not apply

- to unauthorised transfers,
- in the event of wilful intent or gross negligence on the part of the Bank
- to risks specifically taken on by the Bank, or
- to interest losses if the Customer is a consumer.

2.3.4 Claims of Customers who are not consumers

By way of derogation from the claims referred to in section 2.3.2 and in section 2.3.3, Customers who are not consumers shall only have claims for compensation, besides any claims for restitution pursuant to section 667 of the German Civil Code (BGB) and sections 812 et seq. BGB, in accordance with the following provisions in cases involving the non-execution, incorrect or delayed execution of an authorised transfer, or in cases involving an unauthorised transfer:

- The bank shall be liable for its own fault. If the Customer has contributed to a loss being incurred through negligent conduct, the extent to which the loss is to be borne by the Customer or the Bank shall be determined in accordance with the principles of contributory negligence.
- The Bank assumes no liability for the fault of the intermediaries involved by the Bank. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of the first intermediary involved (forwarded order).

- A claim for compensation on the part of the Customer is limited, in terms of amount, to the transfer amount plus any fees and interest invoiced by the Bank. Insofar as this involves the assertion of claims relating to consequential losses, the claim is limited to a maximum of EUR 12,500 per transfer. This limitation of liability does not apply to wilful intent or gross negligence on the part of the Bank, to risks specifically taken on by the Bank or to unauthorised transfers.

2.3.5 Exclusion of liability and objections

(1) Any liability on the part of the Bank pursuant to sections 2.3.2 to 2.3.4 shall be excluded in the following cases:

- The Bank proves to the Customer that the transfer amount was received by the payment service provider of the payee in due time and in full.
- The transfer was executed based on an incorrect customer identifier of the payee specified by the Customer (see section 1.2). In such cases, however, the Customer can ask the Bank to do everything in its power to recover the payment amount. If the transfer amount cannot be recovered, then the Bank is obliged to provide the Customer, upon the latter's written request, with all available information allowing the Customer to assert a claim for the reimbursement of the transfer amount against the actual recipient of the transfer. For the activities performed by the Bank in accordance with sentences 2 and 3 of this subsection, the Bank shall charge the fee set out in the "List of Fees and Services".

(2) Any claims of the Customer in accordance with sections 2.3.1 to 2.3.4 and objections raised by the Customer against the Bank on the basis of the non-execution or incorrect execution of transfers, or on the basis of unauthorised transfers, are excluded if the Customer has not notified the Bank thereof no later than 13 months after the date of the debit entry relating to an unauthorised or incorrectly executed transfer. The period shall only begin if the Bank informed the Customer of the debit entry relating to the transfer using the method agreed for account information within one month of the debit entry being made at the latest; otherwise, the period shall start on the day on which such information is provided. The Customer can also assert claims for compensation under section 2.3.3 after the expiry of the time period specified in sentence 1 if he/she was prevented from complying with this time period through no fault of his /her own. Sentences 1 to 3 shall also apply if the Customer triggers the transfer via a payment initiation service provider.

- (3) Claims on the part of the Customer are excluded if the facts on which a claim is based
- relate to an exceptional and unforeseeable event beyond the control of the Bank, the consequences of which could not have been avoided despite the exercise of due diligence, or
 - were caused by the Bank due to a statutory obligation.

3 Transfers within Germany and to other countries of the European Economic Area (EEA)⁷⁾ in currencies of a country outside of the EEA (third country currency)⁸⁾, as well as transfers to countries outside of the EEA (third countries)

3.1 Transfers within Germany and to other countries of the European Economic Area (EEA) in currencies of a country outside of the EEA (third country currency)

3.1.1 Required information

The Customer must provide the following information for the execution of the transfer:

- Name and, where appropriate, address of the payee
- Customer identifier of the payee (see section 1.2); if, in cases involving cross-border transfers, the BIC is unknown, the full name and address of the payment service provider of the payee is to be provided instead
- Destination (where appropriate, as an abbreviation in accordance with the list in the Appendix)
- Currency (where appropriate, as an abbreviation in accordance with the list in the Appendix)
- Amount
- Name of the Customer
- The Customer's account number or IBAN

3.1.2 Execution period

The transfers shall be executed as soon as possible.

3.1.3 Reimbursement, adjustment and compensation claims of the Customer

3.1.3.1 *Reimbursement in the event of an unauthorised transfer*

In the event of an unauthorised transfer (see section 1.3 (2) above), the Bank shall not be entitled to the reimbursement of its expenses from the Customer. It shall be obliged to refund the payment amount to the Customer and, if the amount has been debited from an account of the Customer, to restore the balance of this account to what it would have been if the debit entry relating to the unauthorised transfer had not been made. This obligation must have been fulfilled at the latest by the end of the business day in accordance with the "List of Fees and Services" following the day on which the Bank was informed, or otherwise became aware of the fact, that the transfer was not authorised. If the Bank has informed a responsible authority in writing of justified grounds to suspect fraudulent behaviour on the part of the Customer, the Bank shall review and fulfil its obligation under sentence 2 without delay if the suspicion of fraud is not confirmed. If the transfer was triggered via a payment initiation service provider, the obligations referred to in sentences 2 to 4 shall apply to the Bank.

⁷⁾ Current EEA member countries are: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom of Great Britain and Northern Ireland.

⁸⁾ For example, US dollars.

3.1.3.2 *Claims in the event of non-execution, incorrect or delayed execution of an authorised transfer*

(1) In the event of the non-execution or incorrect execution of an authorised transfer, the Customer can claim an immediate and full refund of the transfer amount from the Bank insofar as the payment was not made or was incorrect. If the amount was debited from the Customer's account, the Bank shall reinstate the account balance that the account holder would have had in the absence of the unexecuted or incorrectly executed payment transaction. If a Customer's transfer is triggered via a payment initiation service provider, the obligations referred to in sentences 1 to 2 shall apply to the Bank. Insofar as fees have been deducted from the transfer amount by the Bank or intermediaries, the Bank shall immediately transmit the amount deducted to the payee.

(2) Over and above subsection 1, the Customer can request the reimbursement of any fees and interest from the Bank insofar as he/she has been invoiced for these, or insofar as they have been charged to his/her account, in connection with the transfer that was not executed, or was not executed correctly.

(3) In the event of the delayed execution of an authorised transfer, the Customer can demand that the Bank ask the payment service provider of the payee to credit the payment amount to the payment account of the payee as if the transfer had been executed in a due and proper manner. The obligation under sentence 1 shall also apply if the transfer is triggered by the Customer via a payment initiation service provider. If the Bank can prove that the payment amount was received by the payment service provider of the payee in a timely manner, then this obligation shall cease to apply. The obligation pursuant to sentence 1 shall not apply if the Customer is not a consumer.

(4) At the request of the Customer, the Bank shall follow up on the payment transaction and notify the Customer of the outcome of these efforts in the event that the transfer was either not executed at all or was executed incorrectly.

3.1.3.3 *Compensation due to breach of duty*

(1) In the event of the non-execution, incorrect or delayed execution of an authorised transfer or in the event of an unauthorised transfer, the Customer can demand that the Bank provide compensation for any loss not already covered by sections 3.1.3.1 and 3.1.3.2. This does not apply if the Bank is not responsible for the breach of duty. In this respect, the Bank shall be responsible for an incidence of fault on the part of an intermediary to the same extent that it would be responsible for its own fault, unless the main cause lies with an intermediary selected by the Customer. If the Customer has contributed to a loss being incurred through negligent conduct, the extent to which the loss is to be borne by the Customer or the Bank shall be determined in accordance with the principles of contributory negligence.

(2) Liability under paragraph 1 is limited to EUR 12,500. The limitation of liability to this amount does not apply

- to unauthorised transfers,
- in the event of wilful intent or gross negligence on the part of the Bank,
- to risks specifically taken on by the Bank, or
- to interest losses if the Customer is a consumer.

3.1.3.4 *Special provisions for the parts of the transfer effected outside the EEA*

For the parts of the transfer effected outside of the EEA and by way of derogation from the claims referred to in sections 3.1.3.2 and 3.1.3.3, Customers shall only have claims for compensation, besides any claims for restitution pursuant to section 667 of the German Civil Code (BGB) and sections 812 et seq. BGB, in accordance with the following provisions in cases involving the non-execution, incorrect or delayed execution of an authorised transfer:

- The bank shall be liable for its own fault. If the Customer has contributed to a loss being incurred through negligent conduct, the extent to which the loss is to be borne by the Customer or the Bank shall be determined in accordance with the principles of contributory negligence.
- The Bank assumes no liability for the fault of the intermediaries involved by the Bank. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of the first intermediary involved (forwarded order).
- The Bank's liability is limited to a maximum of EUR 12,500 per transfer. This limitation of liability does not apply to wilful intent or gross negligence on the part of the Bank or to risks specifically taken on by the Bank.

3.1.3.5 *Claims of Customers who are not consumers*

By way of derogation from the claims referred to in sections 3.1.3.2 and 3.1.3.3, Customers who are not consumers shall only have claims for compensation, besides any claims for restitution pursuant to section 667 of the German Civil Code (BGB) and sections 812 et seq. BGB, in accordance with the following provisions in cases involving the non-execution, incorrect or delayed execution of an authorised transfer, or in cases involving an unauthorised transfer:

- The bank shall be liable for its own fault. If the Customer has contributed to a loss being incurred through negligent conduct, the extent to which the loss is to be borne by the Customer or the Bank shall be determined in accordance with the principles of contributory negligence.
- The Bank assumes no liability for the fault of the intermediaries involved by the Bank. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of the first intermediary involved (forwarded order).
- A claim for compensation on the part of the Customer is limited, in terms of amount, to the transfer amount plus any fees and interest invoiced by the Bank. Insofar as this involves the assertion of claims relating to consequential losses, the claim is limited to a maximum of EUR 12,500 per transfer. This limitation of liability does not apply to wilful intent or gross negligence on the part of the Bank, to risks specifically taken on by the Bank or to unauthorised transfers.

3.1.3.6 *Exclusion of liability and objections*

(1) Any liability on the part of the Bank pursuant to sections 3.1.3.2 to 3.1.3.5 shall be excluded in the following cases:

- The Bank proves to the Customer that the transfer amount was received by the payment service provider of the payee in a due and proper manner.
- The transfer was executed based on an incorrect customer identifier of the payee specified by the Customer (see section 1.2). In such cases, however, the Customer can ask the Bank to do everything in its power to recover the payment

amount. If the transfer amount cannot be recovered pursuant to sentence 2, then the Bank is obliged to provide the Customer, upon the latter's written request, with all available information allowing the Customer to assert a claim for the reimbursement of the transfer amount against the actual recipient of the transfer. For the activities in accordance with sentences 2 to 3 of this subsection, the Bank shall charge the fee set out in the "List of Fees and Services".

(2) Any claims of the Customer in accordance with sections 3.1.3.1 to 3.1.3.5 and objections raised by the Customer against the Bank on the basis of the non-execution or incorrect execution of transfers, or on the basis of unauthorised transfers, are excluded if the Customer has not notified the Bank thereof no later than 13 months after the date of the debit entry relating to an unauthorised or incorrectly executed transfer. The period shall only begin if the Bank informed the Customer of the debit entry relating to the transfer using the method agreed for account information within one month of the debit entry being made at the latest; otherwise, the period shall start on the day on which such information is provided. The Customer can also assert claims for compensation under section 3.1.3.3 after the expiry of the time period specified in sentence 1 if he/she was prevented from complying with this time period through no fault of his/her own. Sentences 1 to 3 shall also apply if the Customer triggers the transfer via a payment initiation service provider.

(3) Claims on the part of the Customer are excluded if the facts on which a claim is based

- relate to an exceptional and unforeseeable event beyond the control of the Bank, the consequences of which could not have been avoided despite the exercise of due diligence, or
- were caused by the Bank due to a statutory obligation.

3.2 **Transfers to countries outside of the EEA (third countries)⁹⁾**

3.2.1 **Required information**

The Customer must provide the following information for the execution of the transfer:

- Name of the payee
- Customer identifier of the payee (see section 1.2); if, in cases involving cross-border transfers, the BIC is unknown, the full name and address of the payment service provider of the payee is to be provided instead
- Destination (where appropriate, as an abbreviation in accordance with the list in the Appendix)
- Currency (where appropriate, as an abbreviation in accordance with the list in the Appendix)
- Amount
- Name of the Customer
- The Customer's account number or IBAN

3.2.2 **Execution period**

The transfers shall be executed as soon as possible.

⁹⁾ "Third countries" are all countries outside of the European Economic Area (currently: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France [including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion], Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, United Kingdom of Great Britain and Northern Ireland).

3.2.3 Reimbursement and compensation claims of the Customer

3.2.3.1 Reimbursement in the event of an unauthorised transfer

- (1) In the event of an unauthorised transfer (see section 1.3 (2) above), the Bank shall not be entitled to the reimbursement of its expenses from the Customer. It shall be obliged to refund the payment amount to the Customer and, if the amount has been debited from an account of the Customer, to restore the balance of this account to what it would have been if the debit entry relating to the unauthorised transfer had not been made. This obligation must have been fulfilled at the latest by the end of the business day in accordance with the “List of Fees and Services” following the day on which the Bank was informed, or otherwise became aware of the fact, that the transfer was not authorised. If the Bank has informed a responsible authority in writing of justified grounds to suspect fraudulent behaviour on the part of the Customer, the Bank shall review and fulfil its obligation under sentence 2 without delay if the suspicion of fraud is not confirmed. If the transfer was triggered via a payment initiation service provider, the obligations referred to in sentences 2 to 4 shall apply to the Bank.
- (2) In the case of other damages resulting from an unauthorised transfer, the Bank shall be liable for its own fault. If the Customer has contributed to a loss being incurred through negligent conduct, the extent to which the loss is to be borne by the Customer or the Bank shall be determined in accordance with the principles of contributory negligence.

3.2.3.2 Liability in the event of non-execution, incorrect or delayed execution of an authorised transfer

Customers shall have claims for compensation, besides any claims for restitution pursuant to section 667 of the German Civil Code (BGB) and sections 812 et seq. BGB, in accordance with the following provisions in cases involving the non-execution, incorrect or delayed execution of an authorised transfer:

- The bank shall be liable for its own fault. If the Customer has contributed to a loss being incurred through negligent conduct, the extent to which the loss is to be borne by the Customer or the Bank shall be determined in accordance with the principles of contributory negligence.
- The Bank assumes no liability for the fault of intermediaries. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of the first intermediary involved (forwarded order).
- The Bank’s liability is limited to a maximum of EUR 12,500 per transfer. This limitation of liability does not apply to wilful intent or gross negligence on the part of the Bank or to risks specifically taken on by the Bank.

3.2.3.3 Exclusion of liability and objections

(1) Any liability on the part of the Bank pursuant to section 3.2.3.2 shall be excluded in the following cases:

- The Bank proves to the Customer that the transfer amount was received by the payment service provider of the payee in a due and proper manner.
 - The transfer was executed based on an incorrect customer identifier of the payee specified by the Customer (see section 1.2). In such cases, however, the Customer can ask the Bank to do everything in its power to recover the payment amount. For the activities performed by the Bank in accordance with sentence 2 of this subsection, the Bank shall charge the fee set out in the “List of Fees and Services”.
- (2) Any claims of the Customer in accordance with sections 3.2.3.1 and 3.2.3.2 and objections raised by the Customer against the Bank on the basis of the non-execution or incorrect execution of transfers, or on the basis of unauthorised transfers, are excluded if the Customer has not notified the Bank thereof no later than 13 months after the date of the debit entry relating to an unauthorised or incorrectly executed transfer. The period shall only begin if the Bank informed the Customer of the debit entry relating to the transfer using the method agreed for account information within one month of the debit entry being made at the latest; otherwise, the period shall start on the day on which such information is provided. The Customer can also assert claims for compensation after the expiry of the time period specified in sentence 1 if he/she was prevented from complying with this time period through no fault of his/her own. Sentences 1 to 3 shall also apply if the Customer triggers the transfer via a payment initiation service provider.
- (3) Claims on the part of the Customer are excluded if the facts on which a claim is based
- relate to an exceptional and unforeseeable event beyond the control of the Bank, the consequences of which could not have been avoided despite the exercise of due diligence, or
 - were caused by the Bank due to a statutory obligation.

Appendix: List of abbreviations for destination country and currency

Destination	Abbreviation	Currency	Abbreviation
Belgium	BE	Euro	EUR
Bulgaria	BG	Bulgarian lev	BGN
Denmark	DK	Danish krone	DKK
Estonia	EE	Euro	EUR
Finland	FI	Euro	EUR
France	FR	Euro	EUR
Greece	GR	Euro	EUR
Ireland	IE	Euro	EUR
Iceland	IS	Icelandic krona	ISK
Italy	IT	Euro	EUR
Japan	JP	Japanese yen	JPY
Canada	CA	Canadian dollar	CAD
Croatia	HR	Euro	EUR
Latvia	LV	Euro	EUR
Liechtenstein	LI	Swiss franc*	CHF
Lithuania	LT	Euro	EUR
Luxembourg	LU	Euro	EUR
Malta	MT	Euro	EUR
Netherlands	NL	Euro	EUR
Norway	NO	Norwegian krone	NOK
Austria	AT	Euro	EUR
Poland	PL	Polish zloty	PLN
Portugal	PT	Euro	EUR
Romania	RO	Romanian leu	RON
Russian Federation	RU	Russian rouble	RUB
Sweden	SE	Swedish krona	SEK
Switzerland	CH	Swiss franc	CHF
Slovakia	SK	Euro	EUR
Slovenia	SI	Euro	EUR
Spain	ES	Euro	EUR
Czech Republic	CZ	Czech koruna	CZK
Turkey	TR	Turkish lira	TRY
Hungary	HU	Hungarian forint	HUF
USA	US	US dollar	USD
United Kingdom of Great Britain and Northern Ireland	GB	British pound sterling	GBP
Cyprus	CY	Euro	EUR

* Swiss franc as legal tender in Liechtenstein.