

## General Terms and Conditions for the "Bundesbank ExtraNet"

Note: The German original shall be the authentic text.

### 1 General information

(1) The following terms and conditions apply to the use of the "Bundesbank ExtraNet" infrastructure for the electronic business operations of the Deutsche Bundesbank (referred to hereafter as "the Bank") with its customers (referred to hereafter as "customers").

(2) ExtraNet is a basis communication infrastructure that can be accessed via the Internet.

(3) The technical requirements for using ExtraNet are described in the ExtraNet documentation.

(4) Rules that apply to the use of the particular applications hereby requested and operated via Extranet shall be laid down in special terms and conditions (of the respective operational unit). These General Terms and Conditions shall be without prejudice to the special terms and conditions. These General Terms and Conditions for ExtraNet supplement the rules adopted by the operating units.

### 2 User-related security measures

(1) The following security measures are used for communication between the Bank and its customers via ExtraNet:

- \* Use of the mechanisms applied via SSL (Secure Socket Layer) and https
- \* Authentication: user ID and password allocated by the Bank.

(2) The Bank shall solely verify that the security features required pursuant to subsection (1) are in place. It shall have no further obligation. In particular, it shall not verify whether the recommendations on browser security contained in the documentation are adhered to.

(3) Every customer of the Bank shall be responsible for the security of its own hardware and software (eg anti-virus protection, protection against attempts to spy on the systems). Customers shall bear the sole responsibility for all actions that entail the use of the security features pursuant to subsection (1) (eg logging-in, changing a password, changing personal user data online).

(4) The customer shall be liable for any damage resulting from viruses transmitted by the customer to the Bank.

(5) Customers shall ensure by appropriate organisational and/or technical measures that the user IDs and passwords disclosed for the purpose of controlling access rights are not abused, and, in particular, that no unauthorised persons gain knowledge of them. Customers shall be liable for any damage arising from non-compliance with these security requirements.

(6) The user IDs and passwords allocated to customers pursuant to subsection (1) may be allocated to:

- \* an authorised employee, or:
- \* several authorised employees forming a group (functional user).

(7) Customers shall draw their employees' attention to the points of the ExtraNet General Terms and Conditions relevant to them.

(8) If the customer has allocated a user ID and password to several employees (functional user) and one of these employees of the customer leaves or ceases to be responsible for the work area concerned, the customer shall arrange for the password to be changed in accordance with the mechanisms in the ExtraNet documentation.

(9) If the customer has allocated a user ID and password exclusively to one employee and this employee leaves or ceases to be responsible for this work area, the customer shall act as follows:

- \* It shall delete the employee's authorisation immediately in accordance with the mechanisms described in the ExtraNet documentation, and, if necessary, request a new authorisation, or:

- \* It shall transfer the authorisation to another employee and change the password and master data of the user in accordance with the ExtraNet mechanisms described in the documentation.

(10) If the password is lost or suspected of having become known to unauthorised persons, or access data are suspected of being abused (pursuant to subsection (1)), the customer shall act as follows:

- \* It shall immediately change the password, or:

- \* It shall arrange to block the user ID concerned.

Customers shall be liable for any damage caused by such loss or abuse.

### 3 Operating hours, maintenance window

ExtraNet is available within normal bank office hours (weekdays, during the day). The exact "Bundesbank ExtraNet" operating hours are publicized on the Deutsche Bundesbank's website and in the ExtraNet documentation. The maintenance work necessary for ExtraNet to operate securely and smoothly will be performed where possible outside ExtraNet operating hours. If such work does have to be performed during operating hours, suitable advance notice will be given. To this end, a message communicated by electronic means (e-mail) or a notice published on the Deutsche Bundesbank's website shall suffice.

### 4 Block by the Bank

The Bank may at any time, if it has good cause for doing so or has justified suspicions of abuse - in particular, if the access ID is being used in order to spy on systems or to prepare or carry out attacks via the communication infrastructure - block the user ID immediately and refuse to lift the block for as long as the reason for the block continues to apply.

### 5 Termination by the Bank

The bank reserves the right to exclude a customer from access to ExtraNet if it has good cause for doing so.

### 6 Data protection

The data collected in connection with the registration of customers' individual users shall be stored and used exclusively for the purposes of identifying customers and users, as well as for processing business operations via ExtraNet. They shall only be forwarded to a third party where this is required under law, eg the Money Laundering Act (Geldwäschegesetz).

## 7 The Bank's liability

The limitations on liability specified below shall not apply to liability for damage resulting from harm to life, body or health; in such cases the Bank shall be liable in accordance with the statutory provisions.

### 7.1 Force majeure

The Bank shall not be liable for damage caused by force majeure, civil disorder, war and natural disasters or any other events for which it is not responsible (eg strikes, lock-outs, traffic disruptions).

### 7.2 Exclusion of liability for availability on the Internet

The availability of the Internet cannot be guaranteed by the Bank. The Bank shall therefore not be liable for damage resulting from the non-availability of the Internet.

### 7.3 Liability to participants

(1) If the Bank breaches culpably an essential contractual obligation which it must fulfil under these terms and conditions and which is of major importance in the individual case, it shall be liable for the damage thereby caused. In the case of slight negligence, the Bank's liability shall be limited to the direct damage in the amount of the transaction in question plus the interest foregone. The same shall apply to gross negligence on the part of vicarious agents.

(2) The Bank shall be liable for the violation of other obligations only in case of gross negligence.

(3) The Bank's liability shall be commensurate to the share of the damage caused by its fault in comparison to that of other causes.

## 8 Change in procedure

The Bank shall be entitled to discontinue ExtraNet access to its business procedures with an appropriate lead time.

## 9 Final provisions

(1) Any changes to the General Terms and Conditions for ExtraNet shall be communicated in writing. They may also be transmitted by electronic means. They shall be deemed to be agreed two weeks after the mailing unless other arrangements are agreed in individual cases.

(2) These General Terms and Conditions for Extranet between the Bank and customers shall be governed by the laws of the Federal Republic of Germany.

(3) The courts of Frankfurt am Main shall have sole jurisdiction for any disputes arising between the Bank and customers.

(4) Should a provision in these General Terms and Conditions prove or become invalid, this shall not prejudice the applicability of all other provisions.

The General Terms and Conditions have been duly noted and accepted.