



Terms and Conditions of 'Credit Card Information Online'

The present translation is furnished for the customer's convenience only. The original German text 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.

1. Object of these Terms and Conditions

The card-issuing credit institute/card issuer (hereinafter 'Bank') provides its credit card holders (hereinafter also 'Customer/Customers') on its website with credit card statement information in electronic form. This service is designated as 'Credit Card Information Online' (hereinafter also 'Service'). The following Terms and Conditions set out the rules and conditions that apply to this Service between the Bank and its Customers.

2. Available services

2.1. General

The Bank enables its Customers to access credit card statements in electronic form via its website. Credit card statements provided in electronic form are accessed via a secure (encrypted) internet connection. The Customer is only able to view, print and download statements when using suitable access media. Access media can be considered as stationary and/or mobile devices (e.g., personal computer) that enable secure (encrypted) access via the internet to a computer of the Bank. Any and all requirements for internet access are not part of this Agreement. To this effect, it is necessary to enter into a contractual relationship with an internet service provider. The Customer shall bear sole responsibility for ensuring the security of his or her computer and internet connection. The Customer shall minimise the risk of unauthorised access from his terminal, including by taking appropriate protective measures (e.g. by defining a feature or code that is difficult or impossible to decipher and keeping this feature or code secret). In addition, the card holder must ensure that when using a biometric feature to secure access to the mobile device, only his/her own biometric feature is stored on the mobile device. The Bank shall not assume liability for any damage resulting herefrom.

2.2. Login/registration

The Customer can register for the 'Credit Card Information Online' Service on the website. During the registration process, the Customer must choose his/her own password and enter such password along with his/her personal details and the details of the credit card for which the statements are to be provided online in the future.

It is not permitted to register credit cards of different banks under one username. Cardholders whose card transactions are debited daily from a current customer account (debit cards) may only use the Service if the Bank offers the option to display individual card transactions.

After registering, the Customer must initialise access to 'Credit Card Information Online'. A corresponding activation code will be sent by First Data GmbH, Bad Homburg. During the activation process, the Customer may replace the temporary username with a username of his/her choice. However, the Customer may only change the username once. If a username has already been registered, the Customer must provide another username.

2.3. Provision of statements/notification emails

Our credit card service provider notifies the Customer by email when a new credit card statement is available for him/her under his/her username. In order to do so, the Customer must enter an email address in the registration form. If the Customer does not enter an email address, it will not be possible to register for this Service. The Customer must promptly make changes to the email address for notifications using his/her username.

Statements are provided in PDF format. Statements are currently available online for twelve months respectively. Any extension to the storage period of the data shall occur in accordance with statutory provisions. The Customer undertakes to call up and check the statements made available to him immediately after they have been made available by the bank.

If the Customer does not access his/her credit card statement online within a period of 35 days after the statement is made available to him/her, the Bank will send this statement to him/her in paper form in return for an additional fee and the reimbursement of any outlays. The fee to be charged is 0.0618 EUR (prime costs service provider) plus VAT and current costs of postage.



2.4. Displaying individual card transactions

The bank also provides the customer with a list of transactions that have already been carried out but not yet settled. The Customer may also download this data.

2.5. Tax recognition

For corporate clients, it is not currently possible to guarantee that the statements provided in 'Credit Card Information Online' will be recognised for tax purposes by the tax authorities.

3. Authorised persons

Only cardholders who have registered as users and whose username has been activated are authorised to use 'Credit Card Information Online'. The activation code for the Service is sent to the user by First Data GmbH, Bad Homburg.

4. Fees

The use of the 'Credit Card Information Online' Service is provided to the Customer free of charge.

5. Secrecy/security

The Customer must ensure that no third party has access to his/her password. In particular, the password must not be stored electronically or written down/noted in any other form. When entering the password, the Customer must ensure that it cannot be spied on by any other person.

If the Customer becomes aware that another person has gained knowledge of his/her password, or the Customer suspects that his/her password has been misused, he/she is required to immediately change his/her password. If he/she is not able to do so, he/she must immediately inform the Bank. In such cases, the Bank will block access to the Service for the Customer.

As threats to the security of 'Credit Card Information Online' are possible, it is in the Customer's own interest to take the necessary measures to protect against such threats and to keep his/her computer free of all programmes that could compromise security (e.g. computer viruses and so-called trojan viruses). Such protection can be supported by a range of commercially available virus protection and firewall programmes; however, they are only effective when regularly updated.

If the Customer enters an incorrect password three times in a row, the access to 'Credit Card Information Online' will be automatically blocked. Access can only be unblocked through correctly answering the password question or by sending a request for a new password to the email address *kreditkarteninfo.online@firstdata.de*.

6. General duty of care and attention of the Customer

When using the Service, the Customer must duly check that all data that he/she entered is correct and complete.

7. Involvement of third parties/disclosure of data

All personally identifiable data obtained through the 'Credit Card Information Online' Service are collected, used and processed for the purposes of contractual performance by the Bank.

The Bank is entitled to forward to, and arrange for the processing of all personally identifiable data obtained through the Service by, suitable third parties (e.g. First Data Deutschland GmbH, Mailing Address 60298 Frankfurt as credit card service provider of the Bank) for the purpose of executing the orders issued by the Customer and/or to implement the declarations submitted by the Customer.

In particular, the Bank is permitted to provide 'Credit Card Information Online' via the internet address of a third party (currently Swisscom (Schweiz) AG, Enterprise Customers, Postfach, CH-3050 Bern), which has been engaged to manage settlement for the Service.

8. Termination

The Customer is entitled to terminate the Service at any time through submitting written notification thereof to the Bank. The Bank is entitled to terminate the 'Credit Card Information Online' Service at any time subject to a notice period of six weeks. After the termination becomes effective, statements will once again be delivered in paper-based form.



9. Amendments to these Terms and Conditions

The Bank reserves the right to amend these Terms and Conditions at any time. The Customer will be notified of any amendments to the Terms and Conditions of the 'Credit Card Information Online' Service on the 'Credit Card Information Online' start page.

Once notification has been given, the amendment shall be deemed approved if the Customer does not object to such amendment within six weeks in writing or by email. The Bank will then base its subsequent business relationship on the amended version of the Terms and Conditions of 'Credit Card Information Online'. When notifying the Customer of the amendment, the Bank will particularly draw the Customer's attention to the consequences thereof. The time limit shall be deemed to have been observed if the objection is sent within six weeks of notification. Where the Customer submits a valid objection, the use of 'Credit Card Information 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 in favour of the Bank, to the extent permitted by law.

11. No granting of rights

With the exception of the rights expressly stipulated in these Terms and Conditions, these Terms and Conditions do not grant any rights, permissions, beneficial interests or entitlement with regard to the 'Credit Card Information Online' systems and the data stored therein. A beneficial interest to a patent, a brand, a copyright, a trade secret or any other protected right of the Bank will not be granted to the Customer, not even when previously tolerated, or for any other reason.

12. Other conditions/governing law

By way of supplement, the Standard Terms & Conditions and the terms and conditions for customers and contractual terms and conditions of the card issuer to which the Customer agreed when applying for a credit card shall apply. The Customer may inspect the respective current version of such terms and conditions at the branch offices of the Bank.

The business relationship between the account holder and the Bank shall be governed by German law, unless this refers to a foreign legal system.

Add-on application (optional)

Terms and Conditions of SMS@lert

1. Scope

In addition to the 'Credit Card Information Online' Service, the Bank offers its Customers the 'SMS@lert' service. The terms and conditions for the 'SMS@lert' apply in addition to the terms and conditions of the 'Credit Card Information Online' Service. 'SMS@lert' is an optional add-on application of the card-issuing credit institute/card issuer (hereinafter 'Bank') and may only be used by a credit cardholder of the Bank who has registered his/her card for the 'Credit Card Information Online' Service.

The 'SMS@lert' service is offered in the protected areas of 'Credit Card Information Online' under 'Edit' in the 'CARD ACCOUNTS' menu item.

During the registration process for 'SMS@lert', the Customer is sent an activation code (either as a text message or by email, depending on which medium is selected), which must be entered into the corresponding area within the protected area of 'Credit Card Information Online'.

Once registration for 'SMS@lert' has been completed, information on transactions made using the credit card or card data – on the condition that a payment request has been made online in each case – can be sent by text message (SMS) to the German mobile telephone number stated or, alternatively, to the email address provided by the cardholder.

If the cardholder notices a transaction that he or she did not request, he/she can arrange for the transaction to be investigated by contacting the service hotline number stated in the text message.



The text message or e-mail is sent immediately. However, depending on the network operator or provider selected by the cardholder, the cardholder may experience delays in receiving these messages. The Bank does not assume any liability for such delays.

The Bank reserves the right to change the scope of Service at any time. The cardholder will be informed of such changes. The complete cessation of this service shall also represent a change within this meaning.

2. Costs

'SMS@lert' is provided free of charge by the Bank, irrespective of whether the customer selects the 'text message' or 'email' information channels. The receipt of text messages or emails outside Germany can result in the cardholder incurring additional charges by the respective network operator/mobile communications provider (roaming fees); the Bank cannot bring influence to bear on such circumstances. It is possible to avoid such costs through temporarily deactivating 'SMS@lert' for the credit card.

3. Security

When sending text messages or emails, it is generally not possible to rule out that unauthorised third parties will be able to view, intercept, manipulate or delete electronic data. Your attention is drawn expressly to the fact that text messages and emails are sent in unencrypted form. Therefore, the Bank does not assume any liability for the security of the transmitted data.

For security reasons, the alert notification contains only the last four digits of the credit card number. The first and last name of the respective cardholder is not stated. The text message or email will not contain any information on the trader and the amount of the transaction.

The cardholder must take appropriate measures (such as using password-protected access) to ensure the security of any text messages received on a mobile telephone or emails received by a PC.

The messages are purely for purposes of providing information. With regard to the card transactions, only the details on the transaction statement for the credit card shall be legally binding.

The cardholder will inform the Bank promptly of any changes to his/her mobile phone number and/or email address through entering and storing the details in the corresponding area in the protected section of 'Credit Card Information Online' (CARD ACCOUNTS / edit / Channel / Recipient).

4. Deactivation/termination

The add-on application 'SMS@lert' can be terminated by the Customer at any time without giving notice. The Bank is entitled to terminate the 'SMS@lert' Service at any time subject to a notice period of six weeks.

Notwithstanding the above, if the credit card agreement is terminated or the credit card is blocked, the add-on application 'SMS@lert' will be stopped for the credit card. Likewise, in the event that the business relationship between the Customer and the Bank is terminated, or the 'Credit Card Information Online' application is terminated, 'SMS@lert' will be stopped for the user.

The cardholder can deactivate 'SMS@lert' in 'Credit Card Information Online' under 'Edit' in the 'CARD ACCOUNTS' menu item by selecting the option 'No authorisation message' under 'Notification model for SMS@lert'. Deactivation will result in the cardholder no longer receiving notifications. It is possible to register for the add-on application at any time following deactivation.