

**SPECIAL CONDITIONS**  
**for the Electronic Advice of incoming and outgoing payments**

**1. Advising**

Upon conclusion of the Advice Agreement, the Bank undertakes to advise the Customer of incoming and outgoing payments as well as debit entries and check collections for the agreed account by posting such transactions in an electronic system before the amounts are entered on the current account. In accordance with the Advice Agreement, the Customer shall indicate which types of entry he would like to be advised electronically. Advices shall be updated several times in the course of each bank working day.

**2. S.W.I.F.T. Transmissions**

The possibility to receive the advice of bookings via S.W.I.F.T. MT942 will be afforded to the customer. Therefore, the CBD provides a special agreement to the customer.

**3. Obligation of Customer to Call up**

The Customer hereby instructs the Bank to advise him of all incoming and outgoing payments for which the ordering party has requested that the recipient of the payment be advised, by posting such payments in the electronic system. The Customer shall be obliged to call up the information provided for him at least once on each working day. The Bank will not be obligated to inform the Customer otherwise in advance of incoming or outgoing payments.

**4. Reservation**

Each advice will be made subject to posting. Any financial transaction carried out on the basis of an electronic advice before posting of such amount shall be at the Customer's own risk. The Customer is under no circumstances entitled to the entry on its account of an amount advised to it according to this Advice Agreement and accordingly the Bank may refrain from effecting an entry if the advice was made by mistake or without a legal basis (for example if a remittance order is placed with the Bank and the remitter instructs the Bank to cancel the order before the amount is posted). The Bank shall endeavor to advise all types of transactions, if possible.

**5. Cancellation of Remittance Orders**

If incoming and outgoing payments cannot be posted because the party effecting the payment has cancelled the order in good time, the Bank shall inform the Customer that such payment has been cancelled by advising him via the electronic system.

**6. Liability of the Bank**

The Bank shall make every effort to inform the Customer as quickly as possible after having learned of an entry. For this reason, the Bank will advise an entry immediately in the electronic system after its receipt by Bank without prior verification of its validity. Notwithstanding the fact that the Customer may not derive any claim from an advice for a corresponding credit/debit entry, the Bank shall not be liable if an advice proves to be erroneous and the Bank cannot be held responsible because it did not act negligently. Furthermore, the Bank shall not be responsible for the operability of technical systems and data transmission facilities unless such inoperability is due to the gross negligence or willful misconduct of the Bank.

Telecommunication companies such as Deutsche Telecom AG shall not be considered as the Bank's vicarious agents. The Customer contributed to a loss by negligent conduct, in particular by violating its duty to exercise due care, the principles of contributory negligence shall be applied to determine the extent to which the Bank and the Customer shall bear the loss.

## **7. International Payments**

If payments are received from abroad or made abroad, amounts will be advised without any fees that might be charged. If the account is a currency account, advices shall be denominated in the currency of the payment order. As regards payments made into or from a EUR account, amounts shall be converted for the advice on the basis of the previous day's exchange rate. The rate for the actual entry shall be determined in accordance with the provisions laid down in the list of prices and services (Preis- und Leistungsverzeichnis).

## **8. Prices**

The fee the Bank will charge to the Customer for electronic advice will be debited to the account agreed with the Customer on the 15th of each month. The fee will be debited regardless of whether the Customer accessed the advice or not.

## **9. Deletion**

The Bank will automatically delete an advice when the advised amount is posted on the Customer's current account.