

Conditions for exchanging information and data by email

Within the framework of the business relationship between the client and the Bank, both are entitled to transmit information and files (hereinafter “Data”) to each other by email. This also includes Data that is transmitted by third parties if the client or the Bank involves third parties with respect to their business relationship (for example, in the case of syndicated financing or a pool agreement) and these third parties use email to transmit Data. Communication by email may take place in unencrypted form for reasons of practicability; it is also possible for the client and the Bank to conclude a separate agreement on specific encryption of email correspondence.

The client and the Bank accept the risk that unauthorised third parties may be able to read or to change the Data transmitted. If unauthorised third parties gain knowledge of such Data, neither the client nor the Bank will make claims against each other as a result, whether claims for damages or claims of another kind. Likewise, claims against each other are excluded that may result from authorised third parties changing the Data without this being noticed.

If the client or the Bank expressly excludes the transmission of Data by email by means of notification to this effect, then to this extent transmission by email is not permitted.

If the client and the Bank conclude a separate agreement on encrypted transmission of Data by email, then the provisions agreed separately shall take precedence in this respect.

These conditions do not relate to the validity of any declarations of intent issued by email or their receipt. The conditions are valid until revoked by the client or the Bank. Whenever possible revocation should take place in writing.

As of July 2018