



HAUCK
AUFHÄUSER
LAMPE

Nähere Angaben zur Bank sind im „Preis- und Leistungsverzeichnis“ enthalten.

Special Terms and Conditions for the Use of the Online Banking Mailbox (Version: 23.04.2018)

1. Order to set up the mailbox/scope of services

At the request of the customer participating in the online banking service of the bank, the bank shall set up a mailbox – as the customer's electronic inbox – which it will use to provide the customer with certain personal communications of the bank (e.g. account statements, closing statements of account, credit card statements, etc.) online in electronic form. The bank shall inform the customer separately before the first use of the mailbox with regard to the specific notifications the bank will provide there. The customer can view, download, print, and archive the documents online. Their use is reserved exclusively for the customer him/herself and those persons authorized by him/her for this purpose.

2. Access

Notifications from the bank shall be received by the customer no later than the point in time at which the customer has retrieved the information from the mailbox.

3. No paper-based delivery

Upon setting up the mailbox, the customer expressly waives the mailing by post of the notifications to be placed in the mailbox in accordance with these Terms and Conditions. The bank shall fulfill its obligation to transmit, inform or otherwise make available the relevant notifications by placing them in the mailbox.

However, the bank is entitled to send its customer the messages already placed in the mailbox by post or in any other way, if required by law, or if the bank considers this to be appropriate, taking into account the customer's interests. The bank will make use of this in particular if the customer has not retrieved his/her bank notifications placed in the mailbox for a longer period of time. The bank shall not charge the customer for this.

4. Sending of bank statements and other notifications of the bank at the request of the customer

At the customer's request, the bank shall additionally send the messages placed in the mailbox to the customer by post. The fees incurred for such service are listed in the "List of Prices and Services" of the bank.

5. Obligation of the customer to cooperate

The customer undertakes to regularly check the mailbox for new notifications, to retrieve them promptly if necessary and to check them immediately for correctness and completeness, and to provide prompt notification of any discrepancies.

6. Unalterability of data

The bank shall ensure that documents placed in the mailbox cannot be altered, provided that they are stored or retained in the mailbox.

7. Storage of documents

The bank shall store the messages relating to an existing account or securities account during the entire period of use of the digital mailbox by the customer. Within the legal retention periods, the bank shall at all times be in a position to provide the customer with a paper copy of these notifications on request. Upon termination of the bank/securities account relationship, important notifications not yet retrieved by the customer will be provided by letter.

8. Termination by the customer

The customer can terminate the use of the mailbox at any time without stating grounds therefor. Upon entry into effect of the termination, the bank will once again send the notifications for the customer that were previously sent to the mailbox to the communication channel agreed prior to setting up the mailbox. However, following the termination of the digital mailbox, the customer can still access the messages relating to an existing bank/securities account that have already been posted.

9. Recognition by the tax authorities

In the opinion of the tax authorities, the bank notifications provided in the mailbox, such as the electronic account statement or closing statement of account, neither fulfill the requirements of the fiscal retention obligation pursuant to section 147 of the AO [Fiscal Code] nor those of an invoice within the meaning of the Umsatzsteuergesetz [Value Added Tax Act]. Therefore, they will only be recognized in the retail banking area and hence only for account holders who are not subject to the obligation to keep accounts and records within the meaning of sections 145 et seqq. of the AO. The bank does not guarantee that the tax authorities will recognize the information stored in the inbox. The customer should check with his or her local tax authorities in advance.

Additionally, the Standard Terms & Conditions and Special Terms & Conditions of the bank shall apply. These terms and conditions can be inspected at the bank's business premises or under <https://www.hal-privatbank.com> and can be sent to the customer by post should the customer so wish.