

# **General Terms and Conditions for the Bundesbank ExtraNet (Last amended on 13 April 2015)**

## **1 General information**

(1) The following General 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" or "customer").

(2) ExtraNet is a communications 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 specialised procedures hereby requested and operated via Extranet are laid down in special terms and conditions (of the respective business unit). This is without prejudice to these General Terms and Conditions. The General Terms and Conditions for ExtraNet supplement the rules adopted for the specialised procedures. To the extent that any special terms and conditions for specialised procedures and these General Terms and Conditions do not contain a more specific rule, the General Terms and Conditions of the Deutsche Bundesbank as last amended will additionally apply.

## **2 User-related security measures**

(1) The following security measures are taken for communication between the Bank and its customers via Extranet.

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

(2) The Bank will verify only that the security features required pursuant to subsection (1) are in place. It has no further obligation. In particular, the Bank will not verify compliance with the recommendations on browser security contained in the documentation.

(3) Customers of the Bank are responsible for securing their own hardware and software (eg virus protection, spyware protection). Customers will be held bindingly accountable for all actions (eg logging-on, changing a password, changing personal user data online) that entail the use of the security features pursuant to subsection (1).

(4) Customers are required to take appropriate measures, as far as is technically possible, to prevent the transmission of viruses or other malicious software to the Bank in connection with the use of ExtraNet. Customers are liable for damage caused by viruses or other malicious software transmitted by it to the Bank if they are responsible for the damage.

## **3 Handling authentication data**

(1) 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 misused, and, in particular, that no unauthorised persons gain knowledge of them.

Customers will be liable for any damage arising from non-compliance with these security requirements if they are responsible for the damage.

(2) If the customer declares that the reports are to be submitted and the notifications received in its name by an agent which it has appointed, eg a computer centre, authentication data will be allocated to the agent following application by the customer. The customer shall acknowledge the binding nature of the data submitted on its behalf by the agent.

(3) The user IDs and passwords allocated to customers pursuant to section 2 (1) may be allocated to

- an authorised employee of the customer, or
- several authorised employees forming a group (functional user).

(4) Customers shall draw their employees' attention to the points of the General Terms and Conditions for ExtraNet relevant to them and, where necessary, to other special rules for specialised procedures.

(5) If the customer has allocated a user ID and password to several employees (functional user) and one of these employees 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 described in the ExtraNet documentation.

(6) 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 will request deletion of the employee's authorisation immediately in accordance with the mechanisms described in the ExtraNet documentation, and, if necessary, request a new authorisation.
- Alternatively, it will transfer the authorisation to another employee and change the password and user master data in accordance with the ExtraNet mechanisms described in the documentation.

(7) If the password is lost or suspected to have become known to unauthorised persons, or there is a suspicion of access data being misused, the customer shall act as follows.

- It will change the password immediately.
- Alternatively, it will arrange for the user ID concerned to be blocked.

Customers will be liable for any damage caused by such loss or misuse.

#### **4 Operating hours, maintenance windows**

The precise Bundesbank ExtraNet operating hours and maintenance windows are published on the Deutsche Bundesbank's website. The maintenance work necessary for ExtraNet to operate securely and smoothly is performed within these defined maintenance windows wherever possible. 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 (eg on the login page) will suffice.

#### **5 Block by the Bank**

The Bank may at any time, if it has good cause for doing so or has justified suspicions of misuse – in particular, if a user ID is being used in order to spy on systems or to prepare or carry out attacks via the communications infrastructure – block the user ID immediately and

refuse to lift the block for as long as the reason for the block continues to apply. The customer remains free to refute the suspicion of misuse in order to lift the block.

## **6 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.

## **7 Data protection**

The data collected in connection with the registration of customers' individual users will be stored and used exclusively for the purposes of identifying customers and users and for processing business operations via ExtraNet. They will only be forwarded to a third party where this is required under law.

## **8 The Bank's liability**

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

### **8.1 Force majeure**

The Bank is not 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).

### **8.2 Exclusion of liability for availability on the internet**

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

### **8.3 Liability to participants**

(1) If the Bank culpably breaches an essential contractual obligation which it is required to fulfil under these General Terms and Conditions and which is of major importance in individual cases, it will be liable for the damage thereby caused. In the event of slight negligence, the Bank's liability is limited to the direct damage in the amount of the transaction in question plus the interest foregone. The same applies to gross negligence on the part of vicarious agents.

(2) The Bank is liable for the violation of other obligations only in the event of gross negligence. The limitations of liability listed above do not apply to damage resulting from harm to life, body or health.

(3) The Bank's liability pursuant to subsections (1) and (2) is commensurate to the share of the damage caused by its culpability in comparison to that of other causes.

## **9 Change in procedure**

The Bank is entitled to discontinue ExtraNet access to specialised procedures with an appropriate lead time.

## **10 Final provisions**

(1) Any changes to these General Terms and Conditions will be communicated in writing. They may also be transmitted by electronic means. Unless other arrangements are agreed in individual cases, they will be deemed to be agreed two weeks from the time notification is sent if the customer does not inform the Bank within this period that it rejects the changes. The Bank will specifically refer to this assumption of consent when notifying the customer of changes.

(2) These General Terms and Conditions between the Bank and customers are governed by the laws of the Federal Republic of Germany, excluding the principles of conflict of laws.

(3) The courts of Frankfurt am Main, Germany, will 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 will not prejudice the applicability of all other provisions. The Bank and its customer will be obliged to cooperate to replace invalid provisions with provisions which, as far as legally possible, come closest to the purpose intended by the invalid provisions. The same applies to lacunae.

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