

Special Terms and Conditions Electronic Account Statements

- 1. Subject matter of these special terms and conditions**
Upon request, Hamburg Commercial Bank AG (hereinafter referred to as „HCOB“) will provide the account holder with account statements, including any account settlement statements contained therein, for retrieval exclusively electronically via the EBICS interface. Further details shall be governed by these terms and conditions.
- 2. General**
On the basis of the application for the exclusive provision of account statements, incl. account settlement statements contained therein, via the EBICS interface in accordance with these Special Terms and Conditions, the Special Terms and Conditions for Electronic Account Management and the Terms and Conditions for Data Transmission, HCOB shall provide the account holder with electronic account statements for retrieval via the EBICS interface. For the purposes of these Terms and Conditions, the term account statements shall include account settlement statements.
- 3. Switching to electronic provision, duplicate**
If agreed, HCOB shall make account statements available for retrieval **exclusively** in electronic form via the EBICS interface after activation. Electronic account statements can be made available for retrieval by HCOB for payment transactions up to 180 days in the past. Account statements which include an account settlement statement will be available for retrieval for a period of 180 days from the date of issue of the account statement. Information on payment transactions which is no longer available for retrieval electronically after expiry of this period can be requested from HCOB within the statutory retention periods at a charge. Only if the client would like to have account statements and/or attachments produced in paper form in individual cases can a duplicate of the electronic account statement be produced by HCOB against payment of a fee as stated in HCOB's "Fees and Services".
- 4. Duty to retrieve, compulsory printing**
The account holder shall ensure that electronic account statements are retrieved and checked, e.g. by participants nominated by him/her, immediately after they have been made available by means of the EBICS order type BKA. **Each account statement can only be retrieved once via the EBICS interface.**
HCOB shall be entitled to send its client the account statements made available for retrieval by post or in any other way if applicable statutory requirements make this necessary or if HCOB considers this to be expedient, also taking into account the client's interests. HCOB will make use of this at its discretion if the client has not retrieved his/her provided account statements for a longer period of time using the order type BKA. Any costs incurred in this regard shall be governed by HCOB's "Fees and Services".
- 5. Charges**
The charges provided for by HCOB for the service of electronic account statement are set out in the HCOB's "Fees and Services".
- 6. Changes**
HCOB shall be entitled to further develop the electronic account statement in terms of content and functionality, in particular to include additional services in its range of services.
HCOB shall have the right to restrict its range of services for the electronic account statement as a whole, in parts or to certain accesses and authentication tools if it cannot be reasonably expected to continue such services for reasons of IT security, changed technical or legal framework conditions over which it has no influence. Subject to the same conditions, HCOB shall be entitled to adapt the electronic account statement to the changed legal or technical framework conditions (e.g. to modify the formats of the electronic documents for the future or to introduce new security procedures, etc.).
HCOB shall inform the account holder of any material changes at least two months before they come into effect, referring to the account holder's right to terminate the agreement in accordance with No. 7, unless changes at shorter notice are necessary for reasons of IT security or changes in the technical or legal framework conditions over which HCOB has no influence.

7. Termination

The account holder shall be entitled to terminate the agreement concluded by acceptance of his/her application for the exclusive provision of account statements, incl. account settlement statements contained therein, via the EBICS interface in text form with a notice period of two weeks to the end of the month. HCOB shall be entitled to terminate the agreement as a whole or individual service offers with two months' notice if there is an appropriate reason. This shall not affect the right to termination for good cause. After the cancellation takes effect, HCOB shall switch to postal delivery.

8. Acceptance

The printout of electronic account statements is a copy and is not equivalent to an original in terms of evidence and tax law.

For customers who are not obliged to keep accounts (usually consumers), the acceptance of electronically provided invoices and account statements by the tax authorities is ensured under the current legal situation. For customers who are obliged to keep accounts (usually entrepreneurs), tax recognition by the tax authorities is also guaranteed. However, the prerequisite for recognition is that the electronic account statements are reviewed by the party liable for taxes and that this procedure is documented/recorded. The party liable for taxes is responsible for archiving in compliance with audit requirements.

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