

Terms and conditions for using the product “SEPA Instant Payment Notification (C5N) via push API”

(as at 1 September 2024)

These Terms and Conditions shall apply where push API is used to send the Client SEPA Instant Payment Notifications about SEPA Instant Credit Transfers credited to their account as soon as possible after the Bank receives payment.

1. Requirements for using the product

- 1.1 The Bank provides the Client with a specific API to use the product.
- 1.2 The nature, scope and content of the account information made available via the API are governed by an agreement concluded between the account holder and the Bank.
- 1.3 This product and the related API are offered exclusively to businesses (*Unternehmer*) within the meaning of section 14 (1) of the German Civil Code (*Bürgerliches Gesetzbuch – “BGB”*) and not to consumers. Direct use of the API by consumers is expressly prohibited under these Terms and Conditions and may be subject to other conditions.
- 1.4 To use the API, the User must register with the Bank’s API portal and create a user account. Any information provided by the User in the registration process must be correct and complete, and the User is obliged to inform the Bank immediately of any changes.
- 1.5 The technical requirements for using the API will be made available to the User separately.

2. Credentials

On request, the User shall receive the necessary credentials to access the API in the form of a client ID and secret, or an API key and secret and, if necessary, in the form of a certificate as well. The User may only use these credentials for the above-mentioned purposes. The credentials are assigned to the User as a legal entity and not to a specific natural person (company signature). The User shall make the credentials available to a natural person who is authorised to receive messages on the User’s behalf, subject to the obligation to carefully guard against any unauthorised use. Individuals to whom the credentials are made available by the User are their vicarious agents.

3. Client’s duty to cooperate

- 3.1 The User shall ensure that all instructions given to the Bank are made by individuals who are authorised to make declarations to the Bank on behalf of the User or as the representative of an account holder and, in particular, to effectively manage the accounts subject to the product contract agreed with the account holder. The User must require all individuals to whom it provides identification data to keep said data confidential and not disclose these data to third parties or store them recklessly (in particular on a hard drive), as these data enable order placement via the agreed data transfer procedure.
- 3.2 The User shall immediately review the SEPA Instant Payment Notification and report any inconsistencies or mistakes to the Bank, choosing the fastest transmission path to do so. Section 11 (4) and (5) of the General Terms and Conditions (GTC) apply.

4. Fees

Fees for the services associated with the use of the API are governed by a separate agreement between the Bank and the Client.

5. Warranty

The Bank strives for a high availability of its API and endeavours to remedy malfunctions within its sphere of influence within a reasonable period of time. However, the Bank does not warrant the uninterrupted and fault-free functioning of the API.

6. Liability

- 6.1 The Bank and its vicarious agents and assistants shall under no circumstances be liable under the Electronic Banking Agreement for any loss or damage suffered by the User howsoever arising, with the exception of loss or damage arising as a result of the Bank’s wilful misconduct or gross negligence, personal injury or death, or material breach of contract (failure to discharge duties essential to the contract). However, damages for any material breach of contract shall be limited to customary contractual damages. Contractual duties shall be deemed material if their fulfilment is a prerequisite for the orderly performance of the contract, and where the contractual counterparty regularly relies (and may reasonably rely) upon such fulfilment. This is without prejudice to any liability under the German Product Liability Act (*Produkthaftungsgesetz – “ProdHaftG”*) and other applicable laws.
- 6.2 Strict liability for defects already in existence at the time the contract was concluded is excluded. The exclusion of liability shall also apply to competing claims, e.g. arising from any unauthorised acts.

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7. Termination

A patch change or a minor change shall only entitle the User to terminate the use of the product, and therefore the use of the API, without notice if said change results in an unreasonable restriction of the API's functionality given the User's legitimate interests. Any fee owed by the User to the Bank for the use of the product and the associated API shall be voided or refunded for the period after termination.

8. Maintenance windows / restrictions on use

The Bank shall have the right to suspend or restrict the use of the product for maintenance purposes or to remedy malfunctions where doing so is necessary for operational purposes or to safeguard the Bank's legitimate interests, e.g. to rectify security problems. The Bank shall announce any such suspensions or restrictions in advance unless exceptional circumstances make doing so impossible (e.g., urgent rectification of security issues).

9. Intellectual property and rights of use

9.1 The intellectual property and the rights of use of the API belong to the Bank and its licensors, if applicable. The Bank reserves all rights not expressly granted to the User under these Terms and Conditions.

9.2 The Bank grants the User a restricted, non-exclusive, non-transferable and non-sublicensable right to use the API and other content during the term of these Terms and Conditions to the agreed extent and solely for the agreed purpose.