

# TERMS OF USE FOR THE COMMUNIKATE SERVICE OF Kathrein Privatbank Aktiengesellschaft

Please read these Terms of Use (the “Terms”) carefully before using CommuniKATE (the “Service”).

Your access to and use of the Service are contingent upon your acceptance of and compliance with these Terms. These Terms apply to all persons making use of the Service. These Terms are accepted during the registration for CommuniKATE.

By using the CommuniKATE service, you expressly declare your consent with these Terms. If you disagree with any part of the Terms, you shall not be authorized to access the Service.

## 1. Definitions

The specific terms used in these general Terms and Conditions shall have the following meaning:

“**CommuniKATE**” is the platform that enables communication between the User, Kathrein and other guest members invited by notification, by enabling all parties to share messages, audio and video calls and various documents, displaying them on the screen of other approved group members. It also covers other options and methods of communication currently offered by **CommuniKATE** or planned for a future release.

“**Range of Services**” refers to the services, which primarily include the following:

- chat feature;
- audio and video meetings;
- document sharing;
- screen sharing;
- meeting invitations for guests.

“**Kathrein**” or “**the Bank**” refers to Kathrein Privatbank Aktiengesellschaft, Wipplingerstraße 25, A-1010, Vienna, Austria (DVR: 0041688; court of registry and registry number: Vienna Commercial Court, FN 144838y; EU VAT: ATU43536401)

“**Customer**” refers to the Kathrein customer who has received an e-mail from Kathrein containing the link to access CommuniKATE and who has completed the required registration and installation steps to make use of the CommuniKATE service.

“**Customer equipment**” refers to all suitable devices (hardware), computer software (including all downloaded programs), communication channels (including public channels), and mobile devices, tablets, laptops, and desktop computers.

“**Security elements**” refers to the secret password that the Customer must enter when registering for and installing CommuniKATE. This password is required every time CommuniKATE is accessed. If the Customer’s device supports biometric functionality such as fingerprint or facial recognition, the Customer can use such biometric functions in place of the secret password after initial registration.

“**Link**” refers to the one-time access link for CommuniKATE that Kathrein sends to the Customer by e-mail.

“**Location**” refers to the activation of the Customer location through CommuniKATE for the use of specific service functions, including but not limited to the display of bank branch and cash dispenser locations.

## 2. General Terms

The CommuniKATE service can be used by any customer who has received an e-mail from Kathrein containing the link to access CommuniKATE and who has completed the required registration and installation steps to make use of CommuniKATE.

2.1 By agreeing to these Terms of Use, the Customer confirms that the Bank has provided all information required to use this application.

2.2 The CommuniKATE application offers a range of functions that can be changed by the Bank at any time without the prior approval of the Customer. The Bank will inform the Customer of any changes or additions to this Service by e-mail, text message, publication on the Bank's official website, through the CommuniKATE application, or by regular mail at its own discretion.

2.3 The Bank accepts no liability for potential damage arising from transmission errors, technical defects or faults of any kind, line interruptions, or incompatibility with equipment approved and managed by third parties, including but not limited to mobile communications providers and/or private network operators. The Customer shall bear all risk of faults or defects in the physical devices (hardware) or software that he uses and/or arising from the unauthorized use of this hardware or software.

## 3. Registration on the CommuniKATE Platform

3.1 The Customer can initiate the registration process by clicking the CommuniKATE registration link provided by Kathrein by e-mail, installing the corresponding program, and accepting the Terms of Use.

3.2 In order to use CommuniKATE, the Customer must define a personal user name and password that must then be entered to access the Service.

## 4. Secure Use of CommuniKATE

4.1 The Customer must enter his secret password each time he accesses CommuniKATE. If the Customer's device supports biometric functionality such as fingerprint or facial recognition, the Customer can use such biometric functions in place of the secret password after initial registration.

4.2 The Customer accepts the security elements as the sole means of identification for accessing the CommuniKATE service and associated application.

4.3 Any and all possible financial or reputational damage arising from fraud or negligence on the part of the Customer during the use of services in CommuniKATE shall be borne solely by the Customer. The Customer expressly acknowledges that this liability shall also not be limited in cases where the security elements became known to third parties through the failure of the Customer to maintain the secrecy of the security elements.

4.4 The Customer shall take reasonable measures to ensure the protection of the security elements and the secrecy of the passwords and device locks and shall use the Service in a secure manner to prevent fraud or abuse. The Customer shall especially take the precautionary measures outlined in 4.4.1 to 4.4.5, as well as any other necessary measures.

4.4.1 When using the CommuniKATE application, the customer shall ensure that no confidential information is saved on the platform aside from the requested information. Confidential information includes credit card numbers, account numbers, personal identification numbers, and the like.

4.4.2 The customer shall not disclose any personal data such as details of their official ID or passport, addresses, or bank accounts to persons who cannot identify themselves or to suspicious websites.

4.4.3 The Customer may not permit other persons to use a device on which the client is logged into CommuniKATE. The Customer shall contact the Bank immediately at the address indicated in article 6.2 in order to have the Service blocked if he has reason to suspect that the device he uses to access CommuniKATE has been compromised or used without his authorization.

4.4.4 The Customer shall not write down or share any secret passwords and shall not allow third parties to access or

view passwords or other security elements.

## 5. Rights and obligations of the bank

5.1 The Bank shall not be liable for faults or interruptions in the telecommunications network or for resulting temporary interruptions in the Service. The Bank has the right to perform regular maintenance on the application. The Bank shall inform the Customer of the date and time of the maintenance in advance. The Customer cannot access the platform during regular maintenance.

5.2 The Bank shall not be liable for damages or direct or indirect financial losses incurred by the Customer due to the incompatibility of or the violation of any of the provisions of these Terms of Use by the Customer.

5.3 The Bank has the right to reject the Customer's request for digital bank services or to terminate this service at any time if the Customer violates the Bank's terms or any legal regulations.

5.4 The Bank shall have the right to unilaterally terminate this Service in the following cases:

- If the Customer fails to follow these Terms of Use or the instructions issued by the Bank from time to time.
- If the Customer closes all accounts with the Bank.

5.5 Without prejudice to the previous provisions, the Bank has the right to block access to the Service immediately if it has reason to believe that the Customer's access credentials have been misused or if unauthorized access to the Customer's CommuniKATE service is reported.

5.6 The Bank is obligated to temporarily suspend or block the service if the Customer requests this.

## 6. Customer Service

6.1 If the Customer requires help or support while using CommuniKATE, he can contact the Bank as follows:

- a) By sending an e-mail to: [communiKATE@kathrein.at](mailto:communiKATE@kathrein.at)
- b) By sending an e-mail to his personal customer advisor
- c) By calling his personal customer advisor

## 7. Termination

7.1 Kathrein can immediately terminate access to the CommuniKATE service without prior notice or liability for any reason whatsoever, including the violation of these Terms of Use.

7.2 The Customer can terminate his use of the CommuniKATE service at any time after informing Kathrein of this pursuant to item 6.2.

7.3 All provisions of these Terms of Use that by their nature must continue after termination shall remain in force after termination.

7.4 The Customer's right to use the Service shall end immediately after termination.

## 8. Protection of Personal Data

8.1 We comply with the pertinent regulations when providing our services in order to protect your personal data. The EU's Data Protection Directive 95/46/EG laid a new groundwork for data protection rights in Europe. This Directive was implemented in Austria through the Data Protection Act 2000 (DSG 2000), Federal Law Gazette I No 165/1999. Data protection in Austria has been based on the General Data Protection Regulation (GDPR) and the amended Data Protection Act as of 25 May 2018. The following provisions explain how you can manage the data processed through the application.

**Personal data processed by the application**

8.2 The application collects and processes the personal information of the users who access the application and interact with the Bank through this application. This includes information such as the user's last name, user name, telephone number, and location (if he decides to disclose his location). The Bank processes this information to improve the quality of its service and to provide a better user experience. The users of this application are responsible for all data that they provide and transmit. The Bank is not responsible for the correctness, truthfulness, legality, or appropriateness of the data or information disclosed by the User in this application and transmitted through the application. The Users shall be personally responsible for the correctness, truthfulness, legality, and appropriateness of all information and disclosures.

**Categories of processed personal information**

8.3 The Bank processes the following categories of personal data for purposes relating to the use of the application: name, e-mail address, the telephone number required for registration in the application, the telephone number provided by the Customer for communication with the Bank, the Customer's personal identification number, the data pertaining to the transactions initiated through the application, the card details (card number, expiry date, and CVV), and the telephone conversation for internal purposes.

8.4 The Bank processes no biometric data from the biometric system of the Customer's mobile device such as digital fingerprints or facial features (if the device used by the Customer is equipped with such a biometric system). These data and the associated biometric models remain on the mobile device on which the Customer installs the application and are subject to the rules for processing, registration, storage, and comparison as specified and communicated by this device.

The refusal to provide personal data may preclude the provision of the services.

8.5 The Customer shall take all reasonable measures to ensure that the authentication method on the Customer's devices is only used by the customer and that no third parties are allowed to access the method. If the Customer permits other persons to use the authentication method (such as the storage of fingerprints from more than one person on the device so that another person can unlock the device) to facilitate the purposes described here, the Bank can process other categories of personal data about the person in question, but without gaining benefits from the direct information about these categories of persons.

In this case, the Customer shall be responsible for informing the persons in question about the processing of their personal data and shall obtain their consent to the processing of their data to the required extent in accordance with the legal regulations.

8.6 If the Customer provides the Bank with other categories of personal data, he shall only provide precise and current data. In this context, the Bank can use contact information of the data subject from such categories to inform persons of the processing of their personal data.

## 9. Data Processing and Further Use

9.1 Data subjects have the following rights in the context of the processing of their personal data by the Bank:

- The right of access, the right to rectification
- The right to erasure (the right to be forgotten), the right to restriction of processing,
- The right to data portability, the right to object
- The right not to be subject to solely automated decisions

Kathrein as the controller is also subject to information disclosure obligations pursuant to Art 13 and 14 GDPR and publishes the required information on its website. See item 9.8.

**Disclosure of personal data to third parties**

9.2 In order to fulfil its processing purposes, the Bank can disclose personal data to the following categories of recipients: data subjects (if a data subject makes use of his right of access under the law), bank representatives, other natural or legal persons that process the personal data in the name of or in collaboration with the Bank, members of the Raiffeisen Group, contract partners of the Bank and the units of the Raiffeisen Group, processors of the Bank in

connection with the processing of personal data, judicial authorities, and federal and local authorities.

Use of the data submitted through forms for statistical or qualitative analysis

9.3 The personal data about you collected through this application will only be processed for the purpose for which they are collected and in full compliance with the legal regulations and this data protection declaration. Personal data and supplementary data help the Bank when conducting analyses to improve its statistical or qualitative services. In no case can information based on data collected about your use of this application and used and published for statistical or quantitative analyses be used to determine your identity.

#### **Additional information and data protection contacts**

9.4 If you require further information about the processing activities of Kathrein and about your rights in this context, please refer your enquiry to the Kathrein data protection coordinator at the following e-mail address: [datenschutz@kathrein.at](mailto:datenschutz@kathrein.at).

You can find further information about the processing activities described above, about the data protection officer at RBI and the data protection coordinator at Kathrein, and about the legal information for customers pursuant to the provisions of Art. 13 and 14 GDPR (General Data Protection Regulation) on the Kathrein website: <https://www.kathrein.at/?+Datenschutz+&id=2500,1008705>

#### **Consent and revocation**

9.5 By accepting these general terms and conditions, the Customer consents to the transmission of his personal data through the application and to the verification of his identity during online login. In this context, the Customer consents to the verification, processing, and profiling of the transmitted data.

9.6 The Customer consents to the processing and exchange of all personal data specified above and all information made available at a later time by Kathrein Privatbank and its partners in Austria to provide the Customer with information relating to this application.

9.7 The consent to the processing of personal data shall apply solely to the purposes and scope defined in the declaration of consent.

Kathrein expressly notes that the Customer can revoke this consent with effect for the future in the same manner in which it was granted, namely in writing or by e-mail to his advisor (see item 6.2 above), at any time. This revocation shall have no effect on the legality of data processing up to the time of revocation.

## **10. Choice of Law and Jurisdiction**

This agreement is subject to Austrian law. The premises of Kathrein shall be the place of fulfilment for both parties. Legal action against Kathrein can only be filed at the competent court for the place of performance. Kathrein shall be entitled to file legal action against the Customer through any court having jurisdiction over the Customer.