

General Terms and Conditions of Business of GSN Global Signature Net AG («SignatureNet») for Use of Data by User Banks («GTCs for user banks»)

1 SignatureNet

SignatureNet is an online platform for handling financial institutions' signature management processes. It is based on the «SignatureNet» application, which was developed by GSN Global Signature Net AG («SignatureNet»).

2 Coverage

These «GTCs for user banks» establish the general conditions for operation of the SignatureNet server, the access and the usage rights of the user banks and the secure issuance of user IDs and passwords.

3 Definitions

Administrator: For SignatureNet, a bank administrator is the person at the bank who can change bank master data, register authorized users, or view statistics. The bank administrator is specifically designated in the contracts by the user bank. The bank can designate several administrators with different rights.

Authorized users: Authorized users are those persons who were registered by their bank administrator in SignatureNet as administrators or users.

Issuing bank: The issuing bank stores its own signature directory on the SignatureNet server and makes it available to user banks (correspondent banks) through a secure https-Internet connection. The issuing bank determines which user bank may view its signatures and which may not.

SignatureNet server: The SignatureNet server is a computer that stores the data (bank master data, authorizations, signature data, etc.) of the issuing and user banks and permits secure and authorized Internet access.

User bank: If authorized by the issuing bank, the user bank can view the signature directories of the issuing banks over the Internet with a browser and can make a visual signature comparison.

4 Stipulations of use

4.1 Application

SignatureNet accepts as user banks only such registered user banks that have signed the contract for user banks. Registration with SignatureNet is made at the user bank's request, which can be submitted online. The user bank then receives the contract for user banks and the «GTCs for user banks» to complete and sign. The user bank must completely and correctly fill out the master data required by SignatureNet in the contract for user banks. If there are changes, the user bank must immediately update the master data stored in the webapplication on the website www.signaturenet.org.

4.2 Verification

After receipt of the previously signed contract for user banks and successful verification, the user bank receives the definitive access authorization. For security reasons, this access authorization is sent as follows: logon-ID (hereafter «ID») by e-mail, password for the administrator by fax or SMS and registered letter together with the signed contract for user banks, and the «GTCs for user banks» by post. SignatureNet assigns only one access authorization for each bank. Additional internal administrators or users can be recorded by this administrator online.

4.3 Proof of identity

Each authorized user who proves his or her identity with ID and proper password (self-identification) from a PC within the IP range reported by the user bank and verified by SignatureNet is considered by SignatureNet as an authorized person. This applies regardless of whether this person is in fact authorized to have access.

Accordingly, each person who correctly identifies himself or herself has access to the corresponding business relationship. All activities that are based on a correct identification check by the system are the responsibility of the user bank involved and are legally binding for it. If the bank uses dynamic IP addresses, the third identification element consists of an access code for one-time login, which is generated by SignatureNet and sent by email to the user's personal business email address.

4.4 Authorization by issuing bank

Each issuing bank determines which user bank may view its directory. Therefore, in addition to the registration, the user bank requires an authorization by the issuing bank involved.

4.5 Functions and access

With his or her Internet browser, the authorized user of SignatureNet can view those signature directories for which the user bank has authorization. Each authorized user of a user bank must log on to SignatureNet with the ID and password issued by his or her bank's administrator. After this information has been verified, a check is made whether the authorized user has logged on from a PC belonging to the IP range used by the user bank. Authorized users at banks with dynamic IP addresses must also enter a one-time code. This measure ensures that the authorized user can only log on from his or her workplace.

Once this information is checked by SignatureNet and the authorized user accepts the conditions of use, the user bank (exclusively) is shown those issuing banks whose signature directories it is permitted to see. Once the issuing bank is selected, in the case of individual signatures, a search mask is displayed in which the user can enter the necessary information.

4.6 Restricted rights of use

The user bank promises to observe the following restrictions on the use of SignatureNet.

The user bank promises:

- to use the information and signatures only for the purpose of visual signature checking
- not to permanently store signatures or the PDF on the computer
- neither to make paper copies of the signatures and other information nor to permanently (i.e. outside the cache memory) store them electronically (screen shot, print screen etc.). Excepted from this are copies on paper for the purpose of visual verification and documentation of a signature check performed in a specific case
- not to make the information and signatures accessible to third parties, except for audit purposes or to comply with statutory requirements
- to ensure that the authorized user accepts that all his or her actions will be recorded and stored for 10 years through monitoring
- that ID and passwords are personal and secret and must be kept secure and separate from each other. Under no circumstances may they be passed on or revealed to other persons
- each time, to retrieve the signature or download the PDF file anew and pay attention to the display date to ensure that it always uses the most current data for signature checking published in SignatureNet.

4.7 Signature rules

The signature rules of the issuing banks are displayed on the screen each time there is a signature query, or can be called up over the corresponding link. For PDF documents, the rules can be viewed in the corresponding chapter.

The user bank is solely responsible for compliance with the signature rules.

4.8 Updating

The user bank is aware that issuing banks can change and update the signature directory, including signature rules, at any time. SignatureNet agrees to clearly display the date and time of the display on every signature page. The display shall also include the name of the logged in user as well as the date on which the data record was most recently changed. The issuing banks guarantee that the signatures and data, including signature rules, published in SignatureNet are correct as of the display date and will remain valid until the issuing bank updates them. To ensure that the user always applies the most current data for signature checking published in SignatureNet, the user bank promises to retrieve the data anew each time it checks a signature. Any procedure other than that described in this item will be clearly designated in the signature rules of the respective issuing bank. SignatureNet makes no warranty or guarantee and assumes no liability from the stipulations of this clause.

4.9 Changes to the contract

The user bank understands that SignatureNet can change the «GTCs for user banks» at any time.

If the change significantly impairs or restricts the use of SignatureNet by the user bank, then the user bank will be notified of this fact one (1) month in advance by means of letter or e-mail. This would be the case, for example, if SignatureNet were to change the fees, security, or the rights and duties of the user bank.

Minor changes (e.g. typographical errors or changes of address, etc.) shall be considered legally binding for the user bank when appropriate notice is given. If the user bank does not accept such changes, it must immediately stop using the information / services involved or cancel the contract.

4.10 Risks

The user bank is aware of the risks resulting from the movement of SignatureNet Internet traffic over open facilities that are generally accessible (such as public and private data provision networks, Internet servers, access providers). On the SignatureNet Internet page, the data to be transferred is encrypted, except for the sender and recipient. But with the encryption, targeted manipulations of the user bank's IT system by unauthorized persons – in particular via Internet – cannot be prevented. SignatureNet and the issuing banks are not liable for these manipulations. In order to combat errors and abuses, if a connection is made with SignatureNet over the SignatureNet Internet page, the user bank promises to monitor the correctness of the selected SignatureNet address as well as the encryption of the data transfer by means of the security reference. In the event of any irregularity, the connection will be terminated immediately and the findings reported to SignatureNet.

It is possible that an unauthorized third party will attempt to gain access to the user bank's IT system unnoticed while SignatureNet is being used. Accordingly, the user bank should take the normal protective measures to minimize the security risks that exist on the Internet (such as use of up-to-date anti-virus programs and firewalls); it is the responsibility of the user bank to keep fully informed about the required safety precautions. In addition, the user bank is obligated to take the necessary safety precautions to secure any data stored on its IT system.

5 Statistics

For security reasons, all access to the signatures and authorizations and all actions performed are recorded without gaps. The corresponding data is stored by SignatureNet with the regular backup and is available to the administrator for online access at no cost for 3 years from the date of initial storage. Access to stored data older than 3 years is subject to charge. The total storage period is 10 years.

6 Maintenance of master data

6.1 Responsibility

The user bank's administrator is responsible for the specified master data. He or she can change bank details, such as telephone numbers, IP range and the persons responsible for administration, technology, etc. Changes to the general bank details only become active after they have been checked by SignatureNet.

6.2 Registration of the user bank's employees as authorized users

The user bank's administrator can register its bank-internal employees as additional administrators or users (summarized as «authorized users») online. He or she must provide various details on the new user's person. The number of authorized users is unlimited.

These details are sent encrypted with SSL (at least 128 -bit) over a secure https connection to the SignatureNet server and stored in the database. The authorized users must change the password upon first login, and thereafter at regular intervals.

The user banks are responsible for ensuring that their authorized users comply with the security regulations contained in the «GTCs for user banks».

7 Fees

SignatureNet is free of charge for user banks.

8 Liability

SignatureNet rejects any liability other than mandatory statutory liability for gross negligence and willful misconduct, which arises from or in connection with the use of SignatureNet or the stipulations of these «GTCs for user banks». SignatureNet makes no guarantee of the correctness, completeness and current status of information, messages and links that the issuing bank places on the SignatureNet Internet pages made available to it. In particular, SignatureNet makes no guarantee for the names, titles and signatures contained therein nor for the signature rule.

9 Data protection

SignatureNet is not responsible for the user bank's compliance with data protection regulations.

10 Duration and termination

The contract for user banks takes effect when signed, and is formed for an indefinite period. It may be terminated by each contract partner at any time without advance notice. SignatureNet will not terminate the contract without a reason it deems important. SignatureNet can also cancel the contract without special warning by blocking the login.

11 Final provisions

The contract for user banks, together with any attachments, definitively governs the rights and duties between the contract partners. Oral agreements have no validity. Changes or supplements to this contract must be made in writing.

If a stipulation of these «GTCs for user banks» is shown to be null and void or legally ineffective, the other stipulations shall remain in force. In this case, the null-and-void or ineffective stipulation shall be replaced by an effective stipulation that corresponds as closely as possible in its economic effect to that of the ineffective stipulation.

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