

Terms and Conditions governing the use of electronic communication

These provisions apply to communication and the exchange of data by email/text message or other electronic means of communication (hereinafter jointly referred to as “electronic communication” or the corresponding address as “email address”) between the Applicant/Client (hereinafter referred to as the “Client”) and Cembra Money Bank Ltd. (hereinafter referred to as the “Bank”) in relations between the Client and the Bank (hereinafter referred to as the “Banking Relationship”). The Client’s choice to use electronic communication applies to all existing and future banking products of the Client with the Bank.

1. Acceptance of the Terms/Revocation/Termination

By indicating his email address and choosing to use electronic means of communication with the Bank (hereinafter referred to as “Election”), the Client confirms that he agrees to these Terms and Conditions of Use. **The Election and thus the scope of these provisions may relate either to email or text message or any electronic means of communication available.** The Client may revoke his Election by written notice to the Bank at any time. The Bank may suspend the use of electronic communication at any time and the exchange of data by electronic communication without stating reasons. The Bank will inform the Client about such suspension in an appropriate manner.

2. Scope of use

Emails and text messages whose electronic sender address matches the address provided by the Client to the Bank shall be deemed to have been written by the Client for the Bank. This does not apply to cases of identity fraud (e.g. as a result of hacker attacks), provided that the Cardholder has complied with the duties of care specified in Section 4. Changes to the email address may only be communicated to the Bank either in writing, by telephone or in person at a branch of the Bank.

The Bank reserves the right in individual cases to determine which information/data is communicated to the Client by electronic means. Electronic communications from the Bank shall be deemed to replace other forms of communication to the Client, unless otherwise specified.

The Client must continue to comply with other forms of communication which are prescribed on the basis of special contractual provisions. Electronic communication shall not be deemed to replace such forms of communication.

The Client agrees that the Bank may send him advertising information to his email address or telephone number (e.g. by text message) about offers of the Bank, of Group companies of the Bank and of third parties. The Client may withdraw consent to advertising at any time.

3. Risks in communicating by electronic means

The Bank draws the Client’s attention in particular to the following risks associated with the use of electronic means of communication:

- Internet data transfer is only encrypted if a secure https connection is established. In many cases (including email transfer), however, unencrypted and open communication takes place via the Internet. The transfer of text message is only partially encrypted and the encryption is weak;
- The Internet is a worldwide, open network accessible to anyone. The way in which emails are transferred cannot be controlled and transfer may also take place abroad. Accordingly, the confidentiality of data transferred by email is not guaranteed;
- emails and their attachments, as well as text messages, can be falsified or forged by third parties unnoticed, the sender and recipient can be changed, and the authenticity can thus be misrepresented;
- emails and text message can be deleted, misdirected or garbled during transfer due to technical errors/faults;
- By accessing websites, including clicking on links embedded in emails/text message and opening data attachments, harmful computer programs such as viruses, worms, Trojan horses may be implanted on the Client’s computer, smartphone or similar devices.

4. Duties of care

In cases of electronic communication, the Client shall particularly comply with the following duties of care:

- Operating systems and browsers must be kept up to date (particularly security settings and updates). State-of-the-art security measures must be used (e.g. firewall and antivirus program);
- in case of doubt as to whether an email or text message was actually sent by the Bank, the email or text message should only be opened or the information contained therein followed after consultation with the Bank.

5. Exclusion of liability

The Bank shall only be liable for or in connection with electronic communication and the exchange of data via electronic means in cases of wilful acts and gross negligence.

The Bank excludes any liability for losses arising out of or in connection with communication and the exchange of data via electronic means, to the extent permitted by law.

In connection with open communication via email, the Client also expressly accepts the risk that his data may be intercepted or published by third parties during transfer and that confidentiality is not guaranteed in this respect. For its part, the Bank cannot guarantee that emails showing that the Bank is the sender were actually sent by the Bank; or that emails sent by the Bank or sent to the Bank will arrive unaltered and in good time and will be received by the correct recipient.

6. Further terms

The Bank reserves the right to change the terms and conditions governing the use of electronic means of communication at any time. Changes shall be notified to the Client by appropriate means (e.g. letter, email) and shall be deemed to have been approved unless the Client objects within a period of 30 days or continues to communicate with the Bank by electronic means.

All notices from the Bank shall be deemed to have been validly delivered if they have been sent to the last address provided by the Client, including the email address provided. The Client undertakes to inform the Bank immediately of any change of email addresses.

Should parts of these Terms and Conditions of Use be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The Parties agree that any legally invalid provisions should be deemed replaced by such provisions as come the closest to the intended purpose.

In all other respects, the General Terms and Conditions shall apply, and shall take precedence over these Terms in the event of any inconsistencies. In particular, the Client acknowledges that the rules on jurisdiction contained in the Bank’s General Terms and Conditions apply.