

## Terms & Conditions of Use for FXdirekt Bank AG Notification Service

### General Section

#### § 1 Application of Terms & Conditions for Use

These conditions apply to the use of the news services provided by the FXdirekt Bank AG, Essener Straße 2-24, 46047 Oberhausen (henceforth referred to as „FXdirekt Bank AG“). These Terms & Conditions are accepted by marking the “Terms & Conditions of Use” field in the relevant applications or internet pages of the FXdirekt Bank AG, or when sending information via the relevant online forms. Any subsidiary agreements made verbally are invalid and are required in writing.

#### § 2 Ownership Rights for News Services

All news services provided via the FXdirekt Bank AG trading platform are the property of the FXdirekt Bank AG and are administered either by the FXdirekt Bank AG itself or on its behalf by another service provider.

#### § 3 Advertising

The FXdirekt Bank AG reserves the right to show or transmit advertising, or to program automatic redirects to the internet sites of its advertising partners. Any advertising will generally relate to products or services from the financial sector. SMS (Short Message Service or Text Message) messages can only be sent via the FXdirekt Bank AG trading platform, if it has been ensured that the recipient has consented to the additional receipt of advertising content (promotional SMS).

#### § 4 Data Protection

When handling data on users, the FXdirekt Bank AG adheres to the relevant regulations on data security and the secrecy of telecommunications. Connection data will be saved insofar as the details are required for the contract, or for the compliance with § 6 TDSV and § 15 ff. TDSV (Paragraph 6 and 15 of the German Data Protection Regulations for Telecommunication Services). This data includes date, time, receiver number and the user access codes (customer number). These details will be deleted immediately once the reason for having saved the data ceases to apply or, at the latest, after 6 months. If the SMS Service is misused, the user information will be utilised and if necessary, passed to the appropriate authorities. Misuse of the SMS Service will result in exclusion from this service and prosecution.

The FXdirekt Bank AG will only pass on user data to third parties in the cases described as follows:

- **Affiliated companies and their service providers:**  
Affiliated companies under the control of the FXdirekt Bank AG and their subsidiaries, service providers e.g. the FXdirekt Bank call center, provided that these companies comply with Data Protection Act or comply with other guidelines, which provide at least as much protection as the Data Protection Act.

- **Service providers:**  
The FXdirekt Bank AG commissions other companies to fulfil specific functions. Specific examples include the sending of letters, emails and text messages. These service providers will receive the information they require to fulfil the service. Service providers may not utilise the data they have been provided with for any other purposes. Furthermore, they must adhere to the German Data Protection Act.

The FXdirekt Bank AG deploys technical and organisational safety measures, to ensure that the data delivered are protected either from intentional or unintentional manipulation, loss, destruction and/or access by unauthorised persons. Our safety measures are correspondingly adapted to meet technological developments. Furthermore, our employees must adhere to the German Data Secrecy Act and the banking confidentiality requirements. Should you have any questions regarding data secrecy at the FXdirekt Bank, please send us an email to [info@fxdirekt.de](mailto:info@fxdirekt.de) and we will be happy to answer your queries.

We reserve the right to send you information about the guidelines at particular times. However, you should still regularly check our website and take note of any amendments. Insofar as no other rules or regulations apply, the use of all information we receive about our clients and their account, is subject to the German Data Protection Act.

We explicitly state that any changes to our Data Protection Guidelines, which lead to a lesser level of protection of existing customer data, will only be carried out with the consent of the effected customers.

#### § 5 Updating the Terms & Conditions for Use

The FXdirekt Bank AG reserves the right to amend the Terms & Conditions for Use at any given time. The conditions published by the FXdirekt Bank AG on the

trading platform at the time of the completion of the contract are valid. The FXdirekt AG will provide information free of charge on the development of the Terms & Conditions for Use and the publication date to anyone with a legitimate interest.

## § 6 Scope of Application of the Terms & Conditions for Use

The use of the SMS Service assumes the acceptance of the existing Terms & Conditions for Use. By clicking the box "I hereby agree to the Terms & Conditions for Use" and sending the mobile number, the user has taken note of and accepted the full Terms & Conditions for Use. By sending a valid mobile phone number via the relevant form on the FXdirekt Bank AG's internet site, a contract is created for the utilisation of the SMS Services. The FXdirekt Bank AG reserves the right to take appropriate measures, should the Terms & Conditions for Use be breached.

## § 7 Content of the SMS Service

The FXdirekt Bank AG enables users to receive SMS messages from the FXdirekt Bank AG. This service is rendered by the FXdirekt Bank AG at a cost to the client. However, the user must create his or her own access to the trading platform and meet the associated costs. The content of the SMS messages cannot be changed by the user. The FXdirekt Bank AG and the service provider deliver the SMS messages to the corresponding GSM Network Provider. The FXdirekt Bank AG is free to choose the method and type of delivery of the message to the Network Provider. Depending on the type of mobile device used, the recipient of the SMS message can save the phone number of the "Call Center" in his or her electronic address book by saving the number of the sender.

## § 8 Restrictions

To avoid misuse, the FXdirekt Bank AG restricts the number of SMS messages per mobile number and user and the minimum time period between the sending of messages. If these defined limits are exceeded, then no more SMS messages will be sent. The following individual restrictions apply:

a) the FXdirekt Bank AG will either temporarily or permanently discontinue the use of the SMS Service on grounds of cost, if a particular contingent is exceeded. In this case, the user will receive an according notification from their system.

b) The amount of SMS sent to the same mobile number is restricted in terms of time period and also the maximum number. In this case the user will receive an according notification from their system.

c) Mobile phone users can register themselves for the so called „Black List“ at any time. Mobile numbers from the black list will not receive SMS messages from the FXdirekt Bank. In this case the user will receive an according notification from their system.

To restrict the possibility of misuse, in the case of valid complaints the FXdirekt AG will block the relevant mobile numbers and pursue the matter with the user.

## § 9 User Responsibilities

The user is obligated to only utilise phone numbers for the SMS Service which can receive text messages and confirms that the recipient agrees to receive the SMS messages. Furthermore, the user is obligated to respect the privacy of others and may not use the FXdirekt Bank AG's SMS Service in a way which might threaten or harass the recipient or unreasonably invade his or her privacy. The use of the FXdirekt Bank AG's SMS Service, either through other scripts or programs which bypasses the internet site is forbidden and will result in legal action.

The user is under the following obligations:

a) not to implement any applications which could result in a change of the utilised network.

b) not to attempt to translate, regress, decompile or disassemble the FXdirekt Bank AG's software codes.

c) not to make any attempts to, or develop any programs, which enable the functions of the SMS Service to be used by bypassing the user interface.

This applies in particular to any relevant scripts, robots, posting automatisations and other technical installations, which fulfil similar purposes. The use of the FXdirekt Bank AG's SMS Service for the sending of mass SMS messages, for spamming or SMS bombing purposes and any other form of use for commercial purposes is expressly forbidden.

If these obligations are not fulfilled or if the FXdirekt Bank AG suspects that these obligations have not been fulfilled, the FXdirekt Bank has the right to bar the individual from using any current services and forbidding future use. Furthermore, the FXdirekt Bank reserves the right to prosecute in such cases of a breach of duty, either under criminal or civil law.

## § 10 Copyright Protection of the Content

All of the FXdirekt Bank's content and services are copyrighted and may only be utilised in the form expressly permitted by the FXdirekt Bank AG. In particular, the user is obligated to leave the symbols used on the FXdirekt Bank AG internet site unchanged (name, trademark, etc.). In the context of contents utilised for advertising, for example texts, images, software, music, sounds, photos, videos or any other contents sent by email, these are protected by copyright, trademarks, hallmarks, patents and other laws relating to property rights. This also applies to commercial information presented to the user, either via the FXdirekt Bank AG or advertising partners. The copying of these contents and their use for other work is expressly forbidden unless the FXdirekt Bank AG's specific permission has been granted. .

## § 11 Guarantee and Liability of the FXdirekt Bank AG for the SMS Service

The FXdirekt Bank AG assumes no guarantee for the uninterrupted availability of the service. In particular once the designated budget is used up, the FXdirekt Bank AG has the right to cease to provide the SMS Service without giving prior notice to the users. The user has no entitlement to the adherence to particular times for the sending of messages, or particular times of access. The FXdirekt Bank AG does not guarantee that the SMS Service offered will meet the requirements of the user, or that the service will be secure, punctual or free of disruptions and/or errors. The FXdirekt Bank AG provides no guarantee for the sending of the SMS to the mobile device, the receiving of the SMS or its processing. The FXdirekt Bank is not responsible for any loss or consequential damage resulting from delayed or omitted messages. The FXdirekt Bank is not liable for the loss or the destruction of data or mistakes in the saving or forwarding of SMS messages. This exemption of liability is not valid in cases of gross negligence or intent on the part of the FXdirekt Bank AG.

## § 12 Payment Methods for SMS Services

The payment, either for each SMS after the use of the SMS Service, or for the purchase of an SMS package, will be deducted from the margin account as agreed in the prices and conditions valid at the time of the purchase.

## § 13 Miscellaneous

The FXdirekt Bank AG reserves the right to change or cancel the SMS Service with immediate effect without informing the user. If the margin account is closed the client has no right to be refunded any remaining SMS credit.

## § 14 Legal Jurisdiction

These Terms & Conditions for Use and all legal disputes resulting from the contract between the user and the FXdirekt Bank AG are subject to the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The exclusive court of jurisdiction is Duisburg.

## § 15 Safeguarding Clause

Should any of the regulations in these Terms & Conditions for Use be rendered invalid or unenforceable, or should they contain omissions, the validity and enforceability of the remaining regulations remains unaffected. In place of the relevant invalid regulation or the omission, the valid regulation will apply which is most similar to the intended regulation.

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