



Conditions of Use OeKB Service Platform

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**OESTERREICHISCHE
KONTROLLBANK AG**

OeKB 

This document is a translation of the German-language original and is provided solely for readers' convenience.
In the event of disagreement or dispute, only the German version of the Conditions of Use shall be deemed definitive.

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1 Preamble

Oesterreichische Kontrollbank Aktiengesellschaft (OeKB) as the Austrian central finance and information service provider for the export industry and capital market makes available to its customers IT-supported services (“OeKB Services” as defined under Item 2) via a central web portal (taking the form of the “OeKB Login Portal” and the “OeKB Customer Platform”, hereinafter both serving as synonyms for the “OeKB Service Platform”, as defined below). References in other Conditions of Business / Use of the OeKB KI Group as well as in contracts with companies of the OeKB KI-Group to the Conditions of Use for the OeKB Login Portal now serve as a reference to these Conditions of Use for the OeKB Service Platform.

The OeKB Service Platform, depending on the respective OeKB Services either the OeKB Login Portal or the OeKB Customer Platform which was additionally launched in November 2020 following a revamp, takes the form of a web application enabling authorised customers to make use of the different IT-supported OeKB Services easily and quickly without additional entries for registration and security checks after one-time authentication.

Specific Conditions of Business / Use are agreed separately for the individual OeKB Services and whether the respective OeKB Services can be accessed via the OeKB Login Portal or on the OeKB Customer Platform can be seen on the OeKB Service Platform via the following link: www.oekb.at/online-access.

- The prerequisites for accessing OeKB Services via the OeKB Service Platform are:
- one-time registration and acceptance of the Conditions of Use for the OeKB Service Platform – provided that no existing business relationship exists between the Customer and OeKB on the basis of the previous Conditions of Use for the OeKB Login Portal, which have been amended and replaced by these Conditions of Use;
- an existing customer relation, which permits use of OeKB Services
- the nomination of an Administrator for the OeKB Service Platform and (if applicable) a substitute
- administration of Users of OeKB Services by Customer itself or by OeKB

These Conditions of Use for the OeKB Service Platform are an agreement between the Customer and OeKB.

2 Definitions

Administrator	Employee of the Customer or his Proxy as the central contact person for managing the Users and user rights of the Customer. He implements the User Administration either himself or as far as offered for the requested OeKB Services, User Administration is implemented by OeKB. In case the Customer uses token mandatory Services by RSA Key Fob Token, the administrator additionally acts as RSA Key Fob Administrator.
Proxy	An authorized organization, which supplies the Administration function for the Customer according to these Conditions of Use.
Customer	Legal entity or individual person, with whom a business relation to OeKB exists according to these Conditions of Use.
Conditions of Use	This document in its respectively applicable version.

OeKB Service Platform	The online service platform of OeKB, depending on the respective OeKB Service either in the form of the OeKB Login Portal or the OeKB Customer Portal, enabling central access to the OeKB Services in the form of a web application.
OeKB Services	IT-supported services of OeKB, which are accessed via the OeKB Service Platform. These services partly require tokens (see clause 3.1.2 authentication of users), which means registration at the OeKB Service Platform has to be made via 2-factor authentication.
OeKB User Administration	User administration in the OeKB Service Platform for OeKB customers.
Registration	Process, through which the Customer signs an agreement with OeKB for using the OeKB Service Platform and the OeKB Services accessible through it, and through which the Customer names at least one Administrator for the OeKB Service Platform (an employee of the Customer or his Proxy).
User	Platform User or System User
Platform User	Employee of the Customer or his proxy, who accesses the OeKB Services via the OeKB Service Platform without support of automated computer programs.
System User	The Customer or his Proxy, who uses OeKB Services via the OeKB Service Platform by means of automated computer programs. OeKB has to provide the System User access so that the Customer can access OeKB Services.
Token	Electronic key, which provides identification and authentication within the 2-factor authentication of Users, especially RSA Key Fob Token and SMS Token.
Web Application	Software that enables the use of OeKB Services via Internet by using a web-browser.

3 Functional description

3.1 Access to the OeKB Service Platform

3.1.1 Registration

Access to the OeKB Service Platform is allowed only for registered employees of the Customer or his Proxy in their role as:

- Administrator or
- User

Creation of customer and first-time setup of the Administrator is implemented by OeKB. For this purpose, it is required that the OeKB Service Platform form “Registration for OeKB Service Platform” has to be filled out completely, signed (as per section 886 of the Austrian Civil Code) and transmitted by the Customer. Any change regarding Administrators has to be announced either by form

“Order/Cancellation of Administrators” or online in the User Administration via the OeKB Service Platform.

Additional Users are:

- either created by the Administrators in the OeKB User Administration itself, or
- requested by the Administrators at the responsible OeKB Service Center, as far as this is offered by OeKB for the respective service.

Ordering of further Administrators can either be done in the OeKB User Administration or via form “Ordering/Withdrawal of Administrators”, as well as cancellation of Administrator rights.

Automated access to the OeKB Service Platform via Software as a System User can be requested by contacting the respective OeKB Service Center. An overview of established System User accounts can be found in the OeKB User Administration.

3.1.2 Authentication of Users

Access to the OeKB Services via the OeKB Service Platform is possible through the following authentications:

Authentication via username and password

Authorized for:

- Platform Users and
- System Users

who make use of OeKB Services, whose security requirements demand this type of authentication.

Authentication via User name, password and security code (2-factor authentication)

To meet higher security requirements, beside the first factor “knowledge” (Username and password) a Token (e.g. RSA Key Fob Token or SMS Token) has to be provided by OeKB to be owned by the user (second factor “possession”).

Mandatorily predefined for:

- Administrators (in the Case of User Administration by the Customer) and
- Platform Users who make use of OeKB Services, whose security requirements demand this type of authentication.

3.2 Use of the OeKB Service Platform

3.2.1 As Platform User

As assigned per authorization, Platform Users can:

- access to the OeKB Services that are integrated in the OeKB Service Platform
- retrieve information from:
 - task lists (information regarding the completion of orders by OeKB), and
 - service journal entries

3.2.2 As Administrator in case of User Administration by the Customer

After the completed registration process the Administrators take up on their own

- The creation and administration of Users and further Administrators as well as their authorizations in the OeKB User Administration, which is integrated in the OeKB Service Platform
- 1st level support within the Customer organization for queries of Platform Users (e.g. addition of user rights, awarding new passwords)
- The Customer-internal management of 2-factor authentication (Token Administration), especially
 - in the function of an RSA Key Fob Token Administrator if Key Fobs are needed for
 - OeKB User Administration or if
 - OeKB Services are utilized, whose security requirements demand this form of authentication or if
 - changes of telephone numbers are necessary when using SMS Token
- the timely deactivation of Users and deletion of user rights that are no longer needed
- the forwarding of amendments and supplements of these Conditions of Use to the Customer and its Users (clause 10).

3.2.3 As Administrator in case of User Administration by OeKB

OeKB offers User Administration through OeKB for individual OeKB Services. Therefore additional costs may accrue in accordance with the individual conditions for the OeKB Services.

In this case, after completed registration, the Administrators assume:

- requisition for further Users, Administrators and their access permissions by transmitting the detailed specifications via post, e-mail, Fax, etc. to the responsible OeKB Service Center;
- the Customer-internal management of the 2-factor authentication (as RSA Key Fob Token Administrator, see clause 3.2.2)
- the timely requisition of the deactivation of Users and deletion of user rights that are no longer needed;
- the forwarding of amendments and supplements of these Conditions of Use to the Customer and its Users (clause 10).

OeKB takes charge of:

- the creation and management of Users and their user rights after the Administrator has transmitted the detailed specifications via post, e-mail, fax, etc.
- 1st level support for queries regarding usage of the OeKB Service Platform (e.g. ordering user rights, generating new passwords).

3.3 Data security/integrity of transmitted data

Data exchange takes place via a secure environment using “https” encryption. Only consistent data of authenticated Users are accepted and processed.

Checking of the System Users is always done through OeKB Services according to current applicable and published XML-definitions and semantic checks.

3.4 System availability and service periods

3.4.1 Availability of OeKB Services

OeKB Services are available in terms of time and function as per the specifications of the respectively applicable agreements for individual OeKB Services.

3.4.2 Availability of OeKB Service Platform

The OeKB Service Platform is available 24 hours a day, seven days a week, except for time periods for maintenance. Maintenance work is done outside of assisted operation (see below) as far as possible.

3.4.3 Service periods of the OeKB Service Platform

Assisted operation

For support and customer queries, please feel free to contact us as follows:

- OeKB Service Platform (exclusively for Administrators)
 - on all Austrian bank working days
 - Monday to Thursday: 8:00 a.m. to 5:00 p.m. (CET)
 - Friday: 8:00 a.m. to 3:00 p.m. (CET)
 - via IT Service Center
Phone: +43 1 53127-1111
E-mail: helpdesk@oekb.at
- OeKB Services (for Users)
In accordance with the detailed specifications given in the agreements that lead to a customer relation with OeKB.

Unassisted operation

Outside of assisted operation, OeKB is not available for an immediate response to queries.

3.5 Documentation

Valid documents for the OeKB Service Platform (Conditions of Use, price list for OeKB User Administration, Registration Forms and further information) are available on the OeKB website www.oekb.at/online-access.

4 Duties of the Customer

Administrators and Users must be made aware in a demonstrable manner of the Conditions of Use, and care must be taken that they undertake to adhere to these.

Through this agreement the Customer undertakes:

- To inform about changes of its master data immediately;
- to ensure that their Users will use the OeKB Service Platform only pursuant to the Conditions of Use;
- to award users exclusively to those persons, for whom it is necessary to use the OeKB Service Platform and the OeKB Services offered through the portal for business purposes;
- to ensure the safekeeping and careful handling (“due diligence”) of access data for the OeKB Service Platform. This includes especially:
 - keeping the access data (e.g. Username, password, Token) confidential and hence observing the ban on providing any access data to other persons. That means, in particular, no forwarding to secretarial offices, representatives while on leave, colleagues, e-mail dispatch, posting in Internet forums;
 - informing OeKB immediately upon becoming aware of any unauthorized use of the access data or any other risk for the secure use of the OeKB Service Platform;
 - the prohibition to use the user rights outside of the approved scope required for operation, which includes, for instance, “trying out” of external access data, cracking of passwords, access or security codes of external

systems, databases or computer networks, accessing data by using user rights to IT-systems without work order etc

- to ensure the correctness and currentness of User data, especially when employees leave the Customer or his Proxy;
- to take responsibility for all transactions carried out with their access data, even if they have not carried out these themselves, (in relation with OeKB this applies in every case of unauthorized use of access data);
- not to make accessible or forward the contents of the OeKB Service Platform or of the OeKB Services to third parties and protect them from unauthorized access of third parties;
- to pay the fees agreed;
- to refrain from all actions that could hamper or interfere with the operative security, integrity or availability of the OeKB Service Platform, of the OeKB Services provided on it or of the IT infrastructure of OeKB in general or that violate statutory regulations or laws, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation as amended) and the Austrian Act on the Protection of Individuals with regard to the Processing of Personal Data (Data Protection Act, DSG as amended);
- to nominate at least one Administrator for the OeKB Service Platform. In case the Administrator terminates his employment with the Customer, OeKB shall be informed immediately and a new Administrator nominated.

It is noted that the use of the OeKB Service Platform and OeKB User Administration is the exclusive responsibility of the Customer (in case the option “User Administration through OeKB” is selected, see clause 3.2.3). The internal organizational framework for the proper use of the OeKB Service Platform shall be created by the Customers themselves according to the enhanced due diligence obligation of section 1299 of the Austrian Civil Code and they must ensure that they are adhered to.

If the User or Customer

- has entered incorrect data in the registration process,
- violated against the enhanced due diligence obligation of section 1299 of the Austrian Civil Code or applicable law while accessing or while using the OeKB Service Platform or the OeKB Services or
- has not used the OeKB Service Platform or the OeKB Services for a longer period of time (if an Administrator and/or a User has not logged on to the system for 24 months, the Administrator or, if there is no Administrator, the respective User will be informed directly by e-mail that the account of the Administrator or User will be deactivated in 30 days' time),

OeKB is allowed to withdraw Access Rights of the Customer or his Users to the OeKB Service Platform. After this time the use of the OeKB Service Platform and the OeKB Services provided will not be possible.

5 Duties of OeKB

OeKB, as system provider, undertakes vis-à-vis the Customer,

- to provide the OeKB Service Platform as per Item 3 “Functional description”
- to transfer those documents necessary for using the OeKB Service Platform as User to Administrators after successful registration (these are username and password and security codes for 2-factor authentication (e.g. RSA Key Fob Token, SMS Token), in case of OeKB Services whose security requirements demand this type of authentication) to replace the expired security codes for 2-factor authentication by promptly sending new security codes to the Administrator
- upon selection of the option “User Administration by OeKB” after authorization by the Administrator of the Customer, to create and subsequently manage further Platform and System Users and to provide 1st level support for queries concerning the use of the OeKB Service Platform (e.g. generating new passwords)
- to provide timely information about access rights that have been revoked according to Item 4 of these Conditions of Use due to not using the OeKB Service Platform or the OeKB Services for a longer period of time by sending a corresponding notice by e-mail to the Administrator(s).

The use of the OeKB Service Platform as well as all entries and changes made by the Administrators within the scope of the User Administration and, upon using the option “User Administration by OeKB”, by OeKB are logged and stored by OeKB. OeKB reserves the right to evaluate this data within the scope of performing the contract for the following purposes: provision of the contractual service, technical maintenance and customer service. OeKB undertakes not to pass on these data and analyses to third parties. If personal data of third parties (in particular of employees) are affected, the Customer, as the controller under data protection legislation, is responsible for ensuring that the transmission of the data to OeKB complies with data protection law. Further information on data processing is available at <https://www.oekb.at/en/privacy-policy.html> .

6 Fees

Fees are charged for services available via the OeKB Service Platform in accordance with the individual conditions of the OeKB Services. The Customer may also be charged fees for the OeKB User Administration in accordance with the price list for the OeKB User Administration (see www.oekb.at/online-access).

7 Coming into force, duration of agreement and termination

With the registration for the use of the OeKB Service Platform an agreement is made between the Customer and OeKB for an unlimited time for the use of the OeKB Service Platform in accordance with the contents of the present Conditions of Use as amended.

The agreement can be terminated by the Customer and by OeKB in writing (section 886 of the Austrian Civil Code) effective on the last day of each month upon four weeks’ notice.

8 Immediate dissolution

OeKB has the right to dissolve this agreement on the OeKB Service Platform made with the Customer in the form of the Conditions of Use with immediate effect for important reasons. If the Customer is responsible for the important reason, fees already paid to OeKB will not be reimbursed.

Important reasons are, for instance,

- any serious violation of these Conditions of Use by the Customer, especially violation against the obligations of the Customer, see clause 4
- violations of statutory provisions (especially against the General Data Protection Regulation, Austrian Data Protection Act, Criminal Code);
- storage or distribution of illegal content (e.g. content related to racism, neo-nazism, sexism or child pornography);
- all actions or attempts to impair the confidentiality, integrity or availability of the OeKB Services, such as the exploitation of third-party access codes, attempts to break into OeKB IT systems, attempts to hack passwords, access or security codes (“cracking”) etc.

9 Liability

9.1 Liability of OeKB

OeKB will, as an IT service provider, operate the OeKB Service Platform and the OeKB Services with reasonable diligence.

Customers have no right to the functioning, availability of and access to the OeKB Services at all times.

Within the framework of applicable legislation, claims for damages against OeKB as provider of the OeKB Service Platform can only be raised if the damage is caused by gross negligence or with the intent to do damage. OeKB is not liable for any direct or indirect subsequent damage and loss of earnings. OeKB does not take any kind of liability for damages, which are caused by circumstances that are not in the responsibility of OeKB, especially in case of force majeure (including, in particular, epidemics, pandemics and measures to contain them, riots, war and natural disasters, power failures or disturbances caused by orders from domestic or foreign authorities or by collective or industrial labour disputes).

OeKB does not assume any responsibility whatsoever for the correctness and the completeness of the data submitted by Customers.

9.2 Liability of the Customer

The Customers are liable to OeKB for damages caused by wilful or culpable violation of these Conditions of Use for the OeKB Service Platform. The Customer is obliged to protect, indemnify and hold OeKB harmless from and against claims of third parties.

10 Other provisions

Austrian law shall apply to these Conditions of Use, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the rules of international private law. The place of performance of the services of OeKB is Vienna. The court with subject-matter jurisdiction responsible for the 1st municipal district of Vienna shall have exclusive jurisdiction.

The respective current version of these Conditions of Use is made available on the OeKB website at www.oekb.at/online-access.

OeKB shall offer the Customer changes to these Conditions of Use at least two months before the proposed date of their entry into force. Amended Conditions of Use shall be deemed accepted by the Customer for all present and future business relations of the Customer with OeKB if no written objection is received by OeKB within two months of notification. The Customer may be notified of a change in the Conditions of Use in any form that has been agreed with the Customer within the framework of the business relationship. An agreement reached with the Customer on the receipt of declarations of OeKB shall also apply to the notification of a change in the Conditions of Use; the delivery of this notification to the e-mail address of the Customer known to OeKB shall be deemed as receipt by the Customer. If OeKB is not aware of the Customer's e-mail address and no other written agreement on the delivery has been made, the publication of the amended Conditions of Use on OeKB's website (www.oekb.at/online-access) shall be authoritative; in this case, the second sentence of this paragraph on the entry into force in the absence of an objection by the Customer shall apply accordingly, with the publication on the website taking the place of the notification of the amendment.

OeKB shall inform the Customer in the notification of the change to the Conditions of Use or indicate in the publication on the website that the Customer's silence here shall be interpreted as consent to the change two months from the time of notification.

OeKB shall publish a comparison of the provisions affected by the change in the Conditions of Use and the complete version of the new Conditions of Use on its website and hand them over to the Customer in writing or send them by post at the latter's request, without this being decisive for the validity of the change. OeKB shall inform the Customer of these options when notifying the Customer of the offered change.

Should individual provisions of these Conditions of Use be or become wholly or partly ineffective, then the rest of the agreement shall remain effective. The partly or the wholly ineffective provision shall be replaced by such an effective provision which is closest to the ineffective one in its economic content; the same shall also apply to any possible regulatory loopholes in these Conditions of Use.



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