

TERMS OF USE  
FOR GUTMANN ONLINE  
OF BANK GUTMANN AKTIENGESELLSCHAFT

as of March 2023

All person-related language in these Terms of use is intended to refer to all genders.

1. General information

Gutmann Online is a system that provides access to the Online Reporting of Bank Gutmann Aktiengesellschaft (hereinafter the "Bank") as well as access to the Bank's Secure Mail.

Hereinafter, all Gutmann Online users within the meaning of these Terms of use for Gutmann Online ("Terms of use") will be uniformly referred to as Authorised Persons.

Access to Online Reporting is offered to holders of accounts and securities accounts kept with the Bank at the request of the holders of such accounts/securities accounts and is intended only for the holders of the accounts/securities accounts themselves or other persons authorised to operate or sign on the accounts/securities accounts as well as for third parties that have been duly authorised to access Online Reporting by the holder of an account/securities account.

Access to Secure Mail is provided exclusively to the natural person for whom the mail account was created, regardless of whether this person is an Authorised Person within the meaning of the paragraph above.

These Terms of use, in conjunction with the agreements laid down in the "Agreement on the Opening and Keeping of Accounts and Securities Accounts and Framework Contract on the Provision of Investment Services", the Document "Specimen Signature including Authorities to operate and sign" and in the "Request Gutmann Online and/or Secure Mail", govern the contractual relationship (together the "Gutmann Online Agreement") between the Bank and the Authorised Person. These Terms of use shall apply if their applicability has been agreed between the Bank and the Authorised User.

Every access to Gutmann Online, to the data and information, analyses, calculations, etc. contained therein, the use of the same, and all actions based on or connected with these are subject to the rules set forth below.

2. Requirements

The use of Gutmann Online requires an account/securities account kept with the Bank or some other current business relationship with the Bank.

Authorised Persons wishing to access Gutmann Online shall take reasonable defensive action against viruses and similar threats to hardware and software, including a firewall and up-to-date anti-virus protection, keep such protection up to date, and carry out security updates of the operating system.

3. Scope of services

Secure Mail

The Bank offers Authorised Persons a secure communication channel for the exchange of notices and documents.

Online Reporting

The Bank offers Authorised Persons online access to view information relating to their accounts and securities accounts held with the Bank as follows:

- Summary of account/securities account balances and transactions
- Development of assets
- Movements in securities accounts/ accounts
- Performance analyses
- Calculation of contribution margins
- Links to Gutmann Funds Service
- Archive of documents

4. Access to Gutmann Online

Communication between Authorised Persons and the Bank is carried out via data transmission networks using the Authorised Persons' personalised security credentials after electronic authorisation of the Authorised Persons by the Bank. When accessing Gutmann Online, access rights are verified exclusively by reference to the personalised

security credentials. Joint authority to operate or sign is not possible with Gutmann Online.

Gutmann Online is available in a desktop version or in a version for mobile devices (Gutmann App).

Logging in to Gutmann Online requires strong customer authentication. Strong customer authentication is based on the use of two or more elements categorised as possession (something only the Authorised Person has), knowledge (something only the Authorised Person knows) or inherence (something the Authorised Person is), that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data

The strong customer authentication elements needed for logging in to Gutmann Online are:

- The mobile device registered for the Gutmann App (possession element)
- Secure App access with face recognition (face ID), fingerprint (touch ID) (both inherence elements) or a freely selectable PIN (knowledge element)

These independent elements (possession and inherence or knowledge) constitute 2-factor authentication for the purposes of strong customer authentication.

#### User identification

The user identification consists of an 8-digit number that is provided to the Authorised Person by the Bank through an agreed communication channel.

#### Gutmann App

The Gutmann App provides access to Gutmann Online via mobile devices and, on the other hand, is used to approve access in the desktop version. In either case, authentication of the Authorised Person relies on biometric features (fingerprint – touch ID or face recognition – face ID) or entry of a PIN.

#### Registration of mobile device for Gutmann App

##### Personal QR code

The Authorised Person is given a QR code to be able to register the mobile device for the Gutmann App. This QR code must be scanned as part of the registration process. The QR code is provided to the Authorised Person by the Bank through an agreed communication channel.

##### One-time password

In the course of the registration of the mobile device, this one-time password is entered after scanning the QR code. The one-time password is delivered to the Authorised Person by the Bank through an agreed communication channel.

Entering the one-time password completes the registration of the mobile device for the Gutmann App.

In the Gutmann App, the Authorised Person defines one of the simplified authentication methods (face recognition, fingerprint or PIN).

##### Adding additional devices

In addition to the mobile device that was registered by means of the QR code and the one-time password delivered by the Bank, the Authorised Person, once logged in to Gutmann Online, may register additional mobile devices under "Settings".

#### Logging in using the desktop version of Gutmann Online

Logging in to Gutmann Online in the desktop version is done via [www.gutmann.at](http://www.gutmann.at), using the user identification and the authentication method (fingerprint, face recognition, PIN) defined by the Authorised Person in the Gutmann App.

#### Logging in using the mobile version of Gutmann Online

Logging in to Gutmann Online via the Gutmann App is done by using the authentication method (fingerprint, face recognition, PIN) defined by the Authorised Person.

#### 5. Duties of care and blocking

The Authorised Person shall keep the personal security credentials (especially the freely selectable PIN) in a safe place and take all reasonable precautions to prevent any third party from gaining knowledge of the personalised security credentials. The personalised security credentials shall not be shared with third parties. As regards personalised security credentials, account information service providers are deemed to be authorised third parties. If there is reason to suspect that an unauthorised person has gained knowledge of personalised security credentials that might enable them to access Gutmann Online, the Bank must be notified by sending an email to [onlinereporting@gutmann.at](mailto:onlinereporting@gutmann.at) or calling the telephone number +43-1-502 20-496 during banking hours. The Bank will immediately block access to Gutmann Online.

The Bank has the right to block access to Gutmann Online without consulting with the Authorised Person if

- this is justified by objective reasons relating to the security of Gutmann Online
- there is reason to suspect that Gutmann Online and/or the personalised security credentials are being used in an unauthorised or fraudulent manner

The Bank shall notify the Authorised Person, if possible, prior to, but in any event immediately after such blocking, stating the reasons therefor and using the means of communication agreed with the Authorised Person, unless notification of such blocking or of the reasons for such blocking would violate orders issued by a court of law or an administrative authority or would run counter to Austrian or Union regulations or objective security considerations.

As soon as the reasons for blocking no longer apply, the Bank shall lift the block.

After five consecutive failed log-in attempts using the PIN, the Authorised Person will be blocked. If the Authorised Person has knowledge of the PIN, they may request the Bank to unblock the access to Gutmann Online after having identified themselves. If the Authorised Person no longer has knowledge of the PIN, the mobile device must be newly registered for Gutmann App. For this purpose, the Authorised Person will receive a new QR code and a new one-time password from the Bank. If the Authorised Person has registered multiple mobile devices by means of which access can be obtained, a new registration for the Gutmann App may also be affected through the device management function in the Gutmann App of the other mobile device.

Access may also be blocked at the express request of the Authorised Person. In addition, the account holder has the right to have access to their accounts and securities accounts blocked for all other Authorised Persons.

## 6. Availability

The Authorised Person may access Gutmann Online 24 hours a day. Availability of Gutmann Online may be restricted temporarily due to maintenance work, however. Whenever such restrictions have to be imposed, the Bank will, as far as possible, notify Authorised Persons in advance, e.g. by making announcements to this effect on the website used by the Bank for Gutmann Online.

## 7. Termination

The Authorised Person may notify the Bank at any time of their wish to terminate the Gutmann Online Agreement with immediate effect.

The Bank may terminate the Gutmann Online Agreement after giving two months' notice. In its termination notice,

the Bank shall indicate the date when access to Gutmann Online will end. When Gutmann Online Agreement is terminated by the Bank, the notice of termination will be sent to the last email or postal address communicated to the Bank by the Authorised Person or kept by the Bank for collection by the client. The Bank shall in any case have the right to end access to Gutmann Online for good cause with immediate effect.

## 8. Amendments to the Terms of Use

Amendments to these Terms of use shall be offered by the Bank to the Authorised Person no later than two months before the date proposed for their entry into force, indicating the provisions affected. Such offer shall be made by providing a comparison (hereinafter "Comparison") showing, side by side, the terms affected by the changes offered and the changes proposed. The Authorised Person is deemed to have accepted the amendments offered unless the Bank has received an objection from the Authorised Person before the date proposed for their entry into force. The offer to amend the Terms of use including the Comparison shall be notified to Authorised Person who are consumers. Such notification to the Authorised Person shall be made by post to the last address notified by the Authorised Person (Section 11 (2) of General Terms and Conditions of Bank Gutmann Aktiengesellschaft) and/or by any form of electronic notification effectively agreed with the Authorised Person. In business with an entrepreneur, it is sufficient to make an offer of the amendment to the Terms of use available for viewing in a manner agreed with the entrepreneur.

In the notice proposing the amendment to the Terms of use, the Bank will point out that the Authorised Person will be deemed to have accepted the amendment to the Terms of use unless the Bank receives an objection from the Authorised Person before the date proposed for the entry into force of the amendment to the Terms of use. In addition, the Bank shall publish a Comparison of the provisions of the Terms of use affected by the amendment as well as the complete version of the revised Terms of use also on its website and, upon request, will provide a hard copy to the Authorised Person at its offices or by post. The Bank shall inform the Authorised Person of this option in its offer to amend the Terms of use.

The paragraphs above do not apply to changes to services rendered by the Bank and fees and charges payable by the Authorised Person.