

Conditions of Use for
Services of OeKB CSD
via OeKB Login Portal

July 2015

**CENTRAL
SECURITIES
DEPOSITORY**

OeKB 
CSD GmbH

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

In accordance with EU Regulation (EU) No 909/2014 from July 23rd 2014, OJ L 257/1 from August 28th 2014 ("CSDR"), it is required, that the operation of the Central Securities Depository (CSD) of Oesterreichische Kontrollbank Aktiengesellschaft ("OeKB") has to be separated from other banking operations of OeKB. To meet the requirements of CSDR, operation of CSD by OeKB was transferred into OeKB CSD GmbH ("OeKB CSD"), on which OeKB holds 100 percent shares. OeKB CSD fulfills business operations of the CSD.

OeKB CSD makes available to its customers IT-supported services ("Services of OeKB CSD") via a central OeKB Login Portal, which is operated by OeKB and provided to OeKB CSD customers by order of OeKB CSD ("OeKB Login Portal" is closer defined below).

This Login Portal in form of a web application enables authorized customers to make use of the different IT-supported Services of OeKB CSD easily and quickly without additional entries for registration and security checks after one-time authentication.

The prerequisites for accessing Services of OeKB CSD via the OeKB Login Portal are:

- the one time acceptance of the Conditions of Use for Services of OeKB CSD via OeKB Login Portal
- an existing customer relation, which permits use of Services of OeKB CSD
- the nomination of an Administrator and (if applicable) a substitute
- administration of Users of Services of OeKB CSD by customer itself or by OeKB CSD

These Conditions of Use for Services of OeKB CSD via OeKB Login Portal regulate the legal relationship between the customer of OeKB CSD and OeKB CSD and are an agreement between the customer and OeKB CSD. There is no legal relationship between the customer of OeKB CSD 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 Services of OeKB CSD, User Administration is implemented by OeKB CSD. In case the customer uses token mandatory Services by RSA Key Fob Token, the administrator additionally acts as RSA Key Fob Administrator.
User	Portal User or System User
Proxy	An authorized organization, which supplies the Administration function for the Customer according to these Conditions of Use.
Customer	Legal entity or individual person, to whom a business relation to OeKB exists according to these Conditions of Use.
Conditions of Use for Services of OeKB CSD via the OeKB Login Portal	This document in its respectively applicable version
OeKB	OeKB Oesterreichische Kontrollbank Aktiengesellschaft, Am Hof 4, 1010 Wien
OeKB User Administration	The User Administration in the OeKB Login Portal for customers of OeKB CSD.
OeKB CSD	OeKB CSD GmbH, Strauchgasse 1-3, 1010 Wien
OeKB Login Portal	IT service of OeKB CSD, which enables the access to Services of OeKB CSD in the form of a web application.
Services of OeKB CSD	IT-supported services of OeKB CSD, which are accessed via the OeKB Login Portal. These services partly require token (see clause 3.1.2 Authentication of Users), which means registration at the OeKB Login Portal has to be made via 2-factor authentication.
Registration	Process, through which the customer signs an agreement with OeKB CSD for using the OeKB Login Portal and beyond Services of OeKB CSD, and through which the customer names employee of the customer or his proxy as Administrators of the OeKB Login Portal.
Portal User	Employee of the customer or his proxy, who accesses the Services of OeKB CSD via the OeKB Login Portal without support of automated computer programs.
System User	The customer or his proxy, which uses Services of OeKB CSD via the OeKB Login Portal by means of automated computer programs. OeKB CSD has to provide the System User so that the customer can access Services of OeKB CSD.
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 Services of OeKB CSD via Internet by using a web-browser.

3 Functional description

3.1 Access to the OeKB Login Portal

3.1.1 Registration

Access to the OeKB Login Portal is allowed only for registered employees of the customer or his proxy in their role as:

- Administrator
- or
- Portal User

Creation of customer and first-time setup of the Administrator is implemented by OeKB CSD. For this purpose, it is required that the OeKB Login Portal form “Registration for OeKB Login Portal” has to be filled out completely, subscribed due to §886 Austrian General Civil Code and transmitted by the customer. Any change regarding Administrators has to be announced either by form “Order/Cancellation of Administrator” or online in the User Administration via the OeKB Login Portal.

More Users are:

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

In case you need a System User, please contact the respective Service Center. You can find an overview of your System Users in the OeKB User Administration.

3.1.2 Authentication of Users

Access to the Services of OeKB CSD the OeKB Login Portal is possible via the following authentications:

Authentication via User name and password

Authorized for:

- Portal Users and
- System Users

who make use of Services of OeKB CSD, 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 CSD to be owned by the user (second factor “possession”).

Mandatory predefined for:

- Administrators (in the Case of User Administration by the customer) and
- Portal Users, since they make use of Services of OeKB CSD, whose security requirements demand this type of authentication.

Authentication by means of certificate directly on Services of OeKB CSD

Is mandatory for:

- System Users

who access Services of OeKB CSD whose security requirements demand this type of authentication.

3.2 Use of the OeKB Login Portal

3.2.1 As Portal User

As assigned per authorization, the Portal Users can:

- access the Services of OeKB CSD that are integrated in the OeKB Login Portal
- retrieve information from: task lists (information regarding the completion of orders by OeKB CSD) 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

- creation and administration of Users and further Administrators as well as their authorizations in the OeKB User Administration, which is integrated in the OeKB Login Portal
- 1st level support within the customer organization for queries of Portal Users (e.g. addition of user rights, awarding new passwords)
- customer-internal management of the 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 Services of OeKB CSD are utilized, whose security requirements demand this form of authentication) or if changes of telephone numbers are necessary when using SMS Token
- in time deactivation of Users and deletion of User rights that are no longer needed
- 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 CSD

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

In this case, after the completed registration, the Administrators take up:

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

OeKB CSD takes up:

- 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 OeKB Login Portal (e.g. ordering User Rights, generating new passwords)

3.3 Data security/integrity of transmitted data

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

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

3.4 System availability and service periods

3.4.1 Availability of Services of OeKB CSD

Services of OeKB CSD are timely and functionally available as per the specifications of respective applicable agreements for individual Services of OeKB CSD.

3.4.2 Availability of OeKB Login Portal

The OeKB Login Portal is available from Monday to Sunday from 00:00 to 24:00 hours, except for time periods for maintenance. Maintenance work is done outside of the assisted operation (see below) as far as possible.

3.4.3 Service periods of OeKB Login Portal

Assisted operation

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

- OeKB Login Portal (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 of OeKB CSD
 - Phone: +43 1 53127-1111
 - E-mail: helpdesk@oekb.at
- Services of OeKB CSD (for Portal Users)
In accordance with the detailed specifications given in the agreements that lead to a customer relation with OeKB CSD.

Unassisted operation

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

3.5 Documentation

Valid documents for the OeKB Login Portal (Conditions of Use, price list for OeKB User Administration, Registration Forms and further information) are available on OeKB website <http://www.oekb.at/en/osn/login>.

The manuals for the Services can be found in OeKB Login Portal in the register “download”.

4 Duties of the customer

Administrators and Portal Users of the employee of the customer or his proxy must be made aware in a demonstrable manner of the Conditions of Use and it must be provided that they undertake to adhere to these.

Through this agreement the customer undertakes:

- inform about changes of its master data immediately;
- to ensure that their Users will use the OeKB Login Portal only according to the Conditions of Use;
- to award users exclusively to those persons, for whom it is necessary to use the OeKB Login Portal and the Services of OeKB CSD offered through the portal for business purposes;
- to provide for a secure preservation and careful handling (“due diligence”) of the access data for the OeKB Login Portal. These include especially:
 - keeping the access data (e.g. Username, password, Token) confidential and hence and the prohibition of giving the access data to other persons. That means, for instance, also no forwarding to secretarial offices, representatives while on leave, colleagues, sending via e-mail, posting in Internet forums;

- to inform OeKB CSD immediately upon becoming aware of an unauthorized use of the access data or any other risk for the secure use;
- the prohibition to use the user rights outside of the approved scope necessary for the 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, access data by using user rights at IT-systems without work order etc.
- to ensure the correctness and currentness of User data every time, especially when employees or proxies quit the customer or his proxy;
- to take up the responsibility for all transactions carried out with their access data, even if they have not carried out these themselves, (in relation with OeKB CSD this is effective in every case of unauthorized usage of the access data);
- not to make accessible or forward the contents of the OeKB Login Portal or of the Services of OeKB CSD to third parties and protect them from unauthorized access of third parties;
- to pay the fees that become due;
- to refrain from all actions that could hamper or interfere with the operative security, integrity or availability of the OeKB Login Portal, of the Services of OeKB CSD provided on it or of the IT-infrastructure of OeKB CSD in general or that violate statutory regulations or laws, especially against the Austrian Data Protection Act about the protection of personal data (Federal Law Gazette I 1999/165 as amended from time to time – "DSG 2000");
- to nominate at least one Administrator for the OeKB Login Portal. In case the Administrator quits the customer, this Administrator has to be cancelled and a following Administrator has to be nominated

It is noted that the use of the OeKB Login Portal and OeKB User Administration is the exclusive responsibility of the customer (upon selection of the option “User Administration by OeKB CSD” see clause 3.2.3). The internal organizational framework for the proper use of the OeKB Login Portal shall be created by the customers themselves according to the enhanced due diligence obligation of §1299 Austrian General Civil Code and they must procure 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 §1299 Austrian General Civil Code or applicable law while accessing or while using the OeKB Login Portal or the Services of OeKB CSD
- has not used the OeKB Login Portal or the Services of OeKB CSD for a longer period of time (for the duration of availability of users see user manual “Central Access via the OeKB Login Portal”)

OeKB is allowed to withdraw Access Rights of the Customer or his Users to the OeKB Login Portal. After this time the usage of OeKB Login Portal and the provided Services of OeKB CSD is not possible.

5 Duties of OeKB CSD

OeKB CSD, as system provider, undertakes vis-à-vis the customer,

- to provide the OeKB Login Portal as per clause 3 Functional description
- to transfer those documents necessary for using the OeKB Login Portal as User to Administrators after the successful registration (these are username and password and security codes for the 2 factor authentication (e.g. RSA Key Fob Token, SMS Token), in case Services of OeKB CSD are used whose security requirements demand this type of authentication)

- to replace the expired security codes for the 2-factor authentication by promptly sending new security codes to the Administrator
- upon selection of the option “User Administration by OeKB CSD” after authorization by the Administrator of the customer, to create and subsequently manage further Portal and System Users and to provide the 1st level support for queries concerning OeKB Login Portal of the Portal Users (e.g. generating new passwords)
- to provide timely information according to the user manual “Central access via the OeKB Login Portal” about the expiring users by sending a corresponding notice e-mail to the Administrator

The use of the OeKB Login Portal 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 CSD”, by OeKB CSD are logged and stored by OeKB CSD. OeKB CSD reserves the right to evaluate these data for its own purposes (in connection with customer service and technology) and undertakes not to pass on these data and evaluation to third parties. The customer declares the acceptance to entering, storing, processing and analyzing his data for the above named purposes. This declaration can be withdrawn at any time.

6 Fee

Fees are charged for services, which are accessed via OeKB Login Portal, in accordance with the individual conditions of the Services of OeKB CSD. Fees can be charged for the User Administration by OeKB CSD. In the case of User Administration by the customer fees are charged in accordance with the price list for the OeKB User Administration (see <http://www.oekb.at/en/osn/login>).

7 Coming into force, duration of agreement and termination

With the registration for the use of the OeKB Login Portal an agreement is made between the customer and OeKB CSD for an unlimited time for the use of the OeKB Login Portal in accordance with the contents of the present Conditions of Use as amended.

The agreement can be terminated by the customer and by OeKB CSD in writing (§886 Austrian General Civil Code) effective on the last day of each month upon four weeks' notice.

8 Immediate dissolution

OeKB CSD has the right to dissolve this agreement on the OeKB Login Portal 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 CSD will not be reimbursed.

Important reasons are, for instance,

- 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 Austrian Data Protection Act, Criminal Code)
- storage or distribution of illegal content (e.g. content related to racism, neo-nazism, sexism or child pornography)

- attempts to hack passwords, access- or security codes of external systems, databases or computer networks (“cracking”)

9 Liability

9.1 Liability of OeKB CSD

OeKB CSD will, as an IT service provider, operate OeKB Login Portal and the Services of OeKB CSD with reasonable diligence.

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

Within the framework of applicable legislation, claims for damages against OeKB CSD as provider of the OeKB Login Portal can only be raised if the damage is caused by gross negligence or with the intent to do damage. OeKB CSD is not liable for any direct or indirect subsequent damage. OeKB CSD does not take any kind of liability for damages, which are caused by circumstances that are not in the responsibility of OeKB CSD, especially in case of force majeure. OeKB CSD does not assume any responsibility of any kind 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 CSD for damages caused by a culpable violation of these Conditions of Use for the OeKB Login Portal. The customer is obliged to protect, indemnify and hold OeKB CSD harmless from and against claims of third parties.

10 Other provisions

Unless otherwise agreed with the customer of OeKB CSD, these conditions of Use are also applied analogously for IT-supported services of OeKB CSD which can be accessed via the OeKB Login Portal.

Austrian law shall apply to these Conditions of Use, with 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 CSD is Vienna. The court with subject-matter jurisdiction responsible for the 1st municipal district of Vienna shall have exclusive jurisdiction.

The Conditions of Use are made available on the OeKB website <http://www.oekb.at/en/osn/login> in the current version. Amendments and supplements of these Conditions of Use will be provided to the Administrator. The modified or the extended Conditions of Use shall be deemed accepted if no objection is raised against them within one month.

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.

