

Annex 38 to the GTC of OeKB CSD

Terms of Use for Login Portal Clients

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**CENTRAL
SECURITIES
DEPOSITORY**

OeKB 
CSD GmbH

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1 Definitions

Administrator	Every holder of the permission to create and administrate user permissions in Login Portal Clients.
User	Every holder of a user permission in Login Portal Clients.
Customer	Contractual partner of OeKB CSD within the scope of the General Terms and Conditions (GTC) of OeKB CSD.
Terms of Use	The present document as amended.
User Administration	The functional domain in the Login Portal for the registration (creation or modification) of profiles for administrators and users as well as for the administration of user permissions.
Login Portal Clients	All U2A interfaces/online clients of OeKB CSD pursuant to Annex 37 (Communication Procedures) of the GTC of OeKB CSD, which are used via the Login Portal.
Registration	Process of the creation or modification of the profile of administrators by OeKB CSD and of users and administrators by an administrator.
Token	The electronic key used for the identification and authentication of administrators and users during a 2-factor authentication, which is provided by OeKB CSD (RSA Key Fob Token or SMS Token).

2 Function Description

2.1 Registration

Access to the Login Portal Clients is only available to registered administrators and users.

2.1.1 *Registration of Administrators*

The registration of an initial administrator is effected by OeKB CSD according to the information provided with the form "Application Login Portal", which the customer has completely filled in and duly signed (see section 886 ABGB, Austrian General Civil Law Code) and sent as original document by registered mail. The registration of any additional administrator of the customer or the deletion of an existing administrator is effected by an already registered administrator of the customer.

The deletion of an administrator alternatively may be effected by OeKB CSD according to the information provided with the form "Modification Login Portal Administrators", which the customer has completely filled in and duly signed (see section 886 ABGB, Austrian General Civil Law Code) and sent as original document by registered mail.

2.1.2 Registration of Users

The registration of a user is effected by the administrator of the customer.

2.2 Authentication of Users

The authentication of registered administrators and users is performed depending on the Login Portal Client used, applying one of the two following authentication methods:

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

In Login Portal Clients with elevated security requirements, supplemental to the 1st factor "knowledge" (e.g. user name and password) also a token shall be supplied (e.g. RSA Key Fob Token or SMS Token) by OeKB CSD, which must be held in possession by the user (2nd factor "ownership").

2.2.1 Users

Users can access Login Portal Clients according to their assigned permissions using the Login Portal.

2.2.2 Administrators

After completing the registration process, administrators are responsible for:

- Creation and administration of users and additional administrators, including their respective permissions, via the Login Portal Client "User Administration";
- Acting as point of contact for 1st-level support within the customer organisation, responding to user requests (e.g. additional permissions, password resets);
- Customer in-house administration of 2-factor authentication, in particular acting as administrator for RSA Key Fob Tokens (if RSA Key Fob Tokens are used for administration purposes or for services requiring token authentication) and for any changed telephone numbers in connection with SMS Tokens;
- Timely deactivation of users and removal of permissions which are no longer required;
- Communicating to the customer and to the customer's users all modifications of and additions to the present Terms of Use brought to attention by OeKB CSD.

2.3 Data Security/Integrity of Transferred Data

Data shall be exchanged via secured environment and using "https" encryption. Only data submitted by authenticated users will be accepted and processed.

2.4 Service Availability and Service Hours

2.4.1 Availability of Login Portal Clients

The availability in terms of service hours and functional scope is governed by the GTC, as specified in the applicable Annexes.

2.4.2 Availability of the Login Portal

The Login Portal is available around the clock from Monday through Sunday (24/7). Exceptions are maintenance activities.

2.5 Login Portal Help Desk

The following contact options are available to administrators for support and customer requests on all Austrian bank days:

Monday through Thursday: 8 a.m. to 5 p.m., Friday: 8 a.m. to 3 p.m.
Telephone: +43 1 53127-1111
Email: helpdesk@oekb.at

2.6 Documentation

Further documentation relevant to the Login Portal (Annex 3 Fees, Application Login Portal and other information material) are available in their most recent version on the Website of OeKB CSD at www.oekb-csd.at.

3 Obligations of the Customers

The present Terms of Use must be demonstrably brought to the attention of the administrators and users. They must be obliged to comply with said Usage Conditions.

The customer is obliged to

- Ensure that the customer's users use the Login Portal exclusively in accordance with the present Terms of Use;
- Make available access data exclusively to individuals who, given their business and work duties, require the usage of the Login Portal and the Login Portal Clients available therein;
- Make sure that access data to the Login Portal are securely stored and responsibly handled. This includes in particular:

- Keeping confidential of access data (e.g. user name, password, token) and prohibiting their disclosure to others (such as making them known to assistants, holiday stand-ins, co-workers or sending them by email, posting them in internet forums, and the like);
- The obligation to immediately inform OeKB CSD if unauthorised use of access data or any other circumstances which might endanger secure usage of the Login Portal become known to the customer;
- The prohibition to use user permissions in excess of the extent permitted and required to carry out the business (this includes for example the "trying out" of somebody else's access data, the unauthorised decryption of passwords and access or security codes of external systems, data inventories or computer networks ("cracking"), accessing external data by taking advantage of user permissions in IT systems without work assignments, etc.);
- Ensure that user permissions are correct and updated (in particular in the event of termination of the employment relationship of employees of the customer or of authorised service providers);
- Take responsibility for all transactions submitted with the customer's access data, even though they may not have been effected by the customer as such (in the relationship with OeKB CSD this applies in particular to any and all events of illegal use of access data);
- Not make available content provided in the Login Portal or the Login Portal Clients to third parties or otherwise forward them and to safeguard them against unauthorised access by third parties;
- Refrain from all actions which could disturb or compromise the secure functioning, integrity or availability of the Login Portal, of the Login Portal Clients provided therein, or of the IT infrastructure of OeKB CSD in general or which could be contrary to legal requirements, in particular to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation as amended) and to the Austrian Federal Act concerning the Protection of Personal Data (Datenschutzgesetz – DSG as amended);
- Nominate at least one administrator without interruption for as long as the Login Portal is used and, if the employment relationship of an administrator is terminated, to immediately nominate a new administrator to OeKB CSD.

The customer shall be solely responsible for the usage of the Login Portal and of the Login Portal Client "User Management". The customer must ensure to establish the organisational framework conditions and their fulfilment required for the proper use of the Login Portal in accordance with the increased level of due diligence required by section 1299 ABGB, Austrian General Civil Law Code.

If the customer

- has submitted incorrect information in the registration process,
- has violated the present Terms of Use in their most recent version, breached due diligence obligations (§ 1299 ABGB), or infringed applicable law when using the Login Portal or the Login Portal Clients provided therein; or
- has not used the Login Portal or the Login Portal Clients for an extended period of time,

OeKB CSD shall have the right to withdraw the access permissions for using the Login Portal. As of that time, using the Login Portal and the Login Portal Clients therein is no longer possible.

4 Obligations of OeKB CSD

For the benefit of the customer, OeKB CSD undertakes to

- Make available the Login Portal pursuant to item 2 "Function Description";
- Provide the administrator(s), after their registration, with the documents necessary for using the Login Portal and the Login Portal Clients therein; this includes in particular the provision of user name(s) and password(s), and if applicable, of the token(s) for the 2-factor authentication;
- Replace expired tokens for the 2-factor authentication well in time with new tokens, which shall be delivered to the administrator(s);
- Act as point of contact as specified in item 2.6 for questions regarding how to use the Login Portal (e.g. password resets);
- Inform the administrator(s) well in time about access data due to expire by sending an email (if an administrator and/or a user has not logged in at the system for 24 months on end, OeKB CSD will inform the administrator in an email that the validity of the permissions of the administrator or the user will end after another 30 days).

Usage of the Login Portal, as well as all entries and modifications made by the administrator within the scope of the User Administration will be logged and stored by OeKB CSD. OeKB CSD reserves the right to evaluate these data within the scope of the contract for the following purposes: provision of the services as specified in the contract, technical maintenance and customer support. OeKB CSD undertakes to process these data in compliance with its Privacy Policy, see www.oekb-csd.at/en/privacy-policy.

5 Fee

For the 2-factor authentication in Login Portal Clients with elevated security requirements, an RSA SecurID Key Fob or an SMS Token is required for each user. Fees pursuant to Annex 3 Fees are due for this service.

6 Entry into Force, Agreement Terms, and Termination

Starting with the registration of the first administrator pursuant to item 2.1.1, the customer and OeKB CSD enter into an agreement for an indefinite period on the use of the Login Portal as represented by the present Terms of Use in their most recent version.

The agreement may be terminated in writing by the customer and by OeKB CSD (§ 886 ABGB) with 4 weeks' notice, effective on the last day of each calendar month.

7 Instant Termination

OeKB CSD is entitled to terminate this agreement concluded with the customer in the form of the present Terms of Use for the Login Portal for significant reasons with immediate effect. If the customer is at fault for the significant reasons, fees already paid to OeKB CSD will not be refunded.

Significant reasons can be

- A serious breach by the customer of the present Terms of Use, such as in particular a breach of the Obligations of the Customers under item 3;
- A violation of the General Data Protection Regulation, the Austrian Federal Act concerning the Protection of Personal Data (DSG, Datenschutzgesetz) or the Austrian Criminal Code (StGB);
- Any and all actions or attempts to compromise the privacy, integrity or availability of the OeKB CSD Services, such as taking advantage of somebody else's login data, hacking attempts on IT systems of OeKB CSD and decryption of passwords, access or security codes ("cracking"), etc.

8 Liability

8.1 Liability of OeKB CSD

OeKB CSD will operate the Login Portal with the due diligence of a company working in the information technology services sector.

Customers have no claim to the constant functioning, availability and access to the Login Portal and the Login Portal Clients available therein.

OeKB CSD shall be liable according to the law for its business activities only for damage or loss caused intentionally or by gross negligence. It accepts no liability for any direct or indirect consequential damages and loss of profit. It shall not be liable for damage caused by circumstances beyond its sphere of responsibility, such as in particular in cases of force majeure (vis major; this includes in particular epidemics, pandemics and measures to contain them, unrest, war and natural disasters, power failures or disturbances which occur as a result of decrees by domestic or foreign governmental authorities or which are caused by collective or internal industrial labour disputes).

OeKB CSD does not accept liability for the correctness and completeness of the data submitted by the customer or by users.

8.2 Liability of the Customers

The customers of OeKB CSD shall be liable for all damage caused by intentional or negligent and therefore culpable violation of the present Terms of Use. In this case the customers are obliged to indemnify and hold OeKB CSD harmless against third party claims.

9 Other Provisions

These Terms of Use are an Annex to the General Terms and Conditions of OeKB CSD, which are published in their most recent version on the Website of OeKB CSD at www.oekb-csd.at.

