



# Conditions for the use of the Commerzbank International Corporate Portal (the “Portal”)

April 2024

## Scope of Service

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**BY LOGGING INTO AND USING THE WEB SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ENSURE THAT EACH AUTHORIZED PERSON COMPLIES WITH (I) THESE TERMS OF USE, (II) ANY TERMS, CONDITIONS, LEGAL NOTICES AND DISCLAIMERS IN THE FOOTERS, CONTENT, OTHER PAGES OF THE WEB SERVICES AND BEHIND LINKS, BUTTONS, OR ICONS ON THE WEB SERVICES, AND (III) ANY OTHER APPLICABLE TERMS IN AGREEMENTS BETWEEN CUSTOMER AND US (THE “ADDITIONAL TERMS”). IF CUSTOMER DOES NOT OR IS UNABLE TO AGREE WITH THESE TERMS OF USE OR ANY ADDITIONAL TERMS, CUSTOMER AND EACH OF ITS AUTHORIZED PERSONS MUST IMMEDIATELY STOP USING THE WEB SERVICES.**

## 1. The Web Services

We provide access to the Web Services as a courtesy to each Customer. Our products and services that are described and made available via the Web Services are subject to the terms and conditions of the applicable agreements governing Customer’s use of such products or services (“**Product and Services Agreements**”).

If these Terms of Use or any Additional Terms are inconsistent with the terms of any Product and Services Agreement(s) that Customer may have with Us, the terms of that Product and Services Agreement will govern. In order to use the Web Services, each Authorized Person will first need to create a user account (“**User Account**”) through the Portal. To establish a User Account, Customer must request access for each

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Authorized Person using Our [Application for the use of the International Corporate Portal](#). We may deny registration for a User Account for any reason and at our sole discretion. We may require additional information regarding each Authorized Person with a User Account at any time and for any reason, at our sole discretion. Secure access to the Portal is granted to each Authorized Person via Microsoft Azure AD B2C using multi-factor authentication (i.e. password & 'one time password code' via Microsoft Authenticator Application). Each Authorized Person approved for a User Account will receive a registration link to set their initial password and set up the Microsoft Authenticator Application for their individual User Account ("**Credentials**"). For the purpose of authenticating the Authorized Person, a limited amount of data (Username, corporate e-mail address and mobile phone number) is processed by Microsoft in the Microsoft Azure Cloud.

Customer agrees and understands that Customer and each Authorized Person is responsible for maintaining the confidentiality of the Credentials. Customer must maintain appropriate anti-virus software on computers or other devices used by Authorized Persons to access the Web Services. If at any point Customer or any of its Authorized Persons know or have reason to believe that the security of any Credentials have been compromised, We must be notified immediately at [\*\*intcpsupport@commerzbank.com\*\*](mailto:intcpsupport@commerzbank.com).

The information, material and content provided on the Web Services, including any account and pricing information, (the "**Information**") is believed to be reliable when posted, but there is no guarantee that it is accurate, complete, or current at all times. The Information is for informational purposes only and is not intended to provide specific financial, investment, tax, legal, accounting, or other advice to Customer. Without limiting the generality of the foregoing, the Information may include technical inaccuracies or typographical errors, and We, along with our officers, directors, employees, and agents have no obligation to update the Information.

The Information and/or the Web Services may be changed, withdrawn, or terminated at any time without notice.

## **2. Use of the Web Services & Information**

In connection with Customer and its Authorized Person's access to and use of the Web Services, we grant to Customer a revocable, nonexclusive, limited, and royalty-free license for Authorized Persons to use the Web Services. By accessing and using the Web Services and any Information, Customer acknowledges and agrees that:

- The Web Services are provided by Commerzbank but We may retain third-party service providers to assist or support us in providing the Web Services (each a "**Third-Party Provider**");
- The Web Services are intended to be accessed and used only by Authorized Persons. By accessing and using the Web Services Customer and each Authorized Person agree that the person using the User Account has appropriate authority to act on behalf of Customer. It is important to note that the products, services, and Information made available or provided on the Web Services may not be available in jurisdictions outside of the United States. In addition, any Information presented on the Web Services does not constitute an offer or solicitation to buy or sell any currency, investment fund or other product, service, or information to anyone in any jurisdiction in which an offer or solicitation is not authorized or cannot legally be made, or to any person to whom it is unlawful to make an offer or solicitation.
- The laws of the country where Customer and/or each Authorized Person is located apply to Customer and each Authorized Person in relation to their access and use of the Web Services, and Customer and each Authorized Person will comply with such laws.
- Neither Customer nor any Authorized Person may use, export or re-export the Information or any copy or adaptation thereof in violation of any applicable laws or regulations, including export laws and regulations of the United States in force from time to time.

### 3. Limitations on Use of the Web Services & Information

When accessing and using the Web Services and any Information, Customer acknowledges and agrees that neither Customer nor its Authorized Persons will:

- Violate any applicable law, regulation, or contractual duty, or use the Web Services, or Information for illegal purposes.
- Use the Web Services to transmit anything that is threatening, abusive, obscene, vulgar, offensive, profane, unlawful, defamatory, libelous, intended to harass, violate the rights of another, or otherwise inappropriate, as determined by us.
- Engage in behavior that will put Information at unnecessary risk, such as leaving, transmitting, or sharing Credentials.
- Disclose or misuse any trade secret or other confidential business information, or infringe on any patent, trademark, copyright, right of publicity, or other right of any other person or entity;
- Resell, transfer, or make any commercial use of the Web Services.
- Allow any third party who is not the Authorized Person associated with a User Account to use the Credentials to access the Web Services.
- Allow any third party to screen-scrape the Web Services or Customer Data (defined below) displayed via the Web Services.
- Create/register accounts with the Web Services through unauthorized means, including by using an automated device, script, robot, spider, harvester, crawler, or scraper.
- Reverse engineer or decompile any technology associated with the Web Services.
- Gather, extract, reproduce and/or display on any other website or other online service, any material on or from the Web Services, whether using spiders or other 'screen scraping' software or system used to extract data without Our express written consent.
- Post or transmit any file or e-mail which contains malware, including viruses, worms, Trojan horses, or any other damaging or destructive elements.
- Disseminate information that Customer or its Authorized Persons know, or should know based on reasonable inquiry, contains software viruses, any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of the Web Services or any associated software, hardware, or telecommunications equipment, or to damage or obtain unauthorized access to any system, data, password, or other information of us or of any third party;
- Take any action that imposes or may impose (as determined by Us) an unreasonable or disproportionately large load on our (or our Third-Party Providers') infrastructure, unless Customer first obtains Our prior express written consent in each instance, which We may rescind at any time, with or without notice or cause.
- Interfere or attempt to interfere with the proper functioning of the Web Services.
- Seek to access the information of any other user of the Web Services; or
- Bypass or circumvent, or attempt to bypass or circumvent, any measures We may use to prevent or restrict access to the Web Services.

### 4. Our Right to Suspend or Terminate Access to the Web Services

We reserve the right to modify, temporarily suspend, or permanently discontinue any User Account and/or Client access generally (in Our discretion, temporarily or permanently) at any time and for any reason. In the event of any suspension or termination under this section, we are not required to provide prior notice to Customer or any Authorized Person. If Customer becomes aware of any violation of these Terms of Use by any Authorized Person, Customer will notify Us immediately.

## 5. Customer Data

Customer agrees that any information or materials provided to Us through any Authorized Person's use of the Web Services ("**Customer Data**") may be used freely by Commerzbank for any purpose related to the products and services Customer receives from Commerzbank. By providing Customer Data to Us, Customer represents and warrants that it has all necessary rights to submit Customer Data to Us, and that Customer Data does not infringe upon the intellectual property or other rights of any third party.

We shall not be responsible for and cannot guarantee the accuracy, timeliness, or ability to access Customer Data or Information on the Web Services, whether derived from Customer, Us or Third-Party Providers. Customer acknowledges that the software and technology systems from which the Web Services are provided may not be free of error or failure and that there are risks inherent in providing Customer Data for display on the Web Services, including the risk of unauthorized third-party access to Customer Data, and Customer's and its Authorized Persons' exposure to viruses and malware. Except as otherwise expressly agreed to by Us in writing, Commerzbank shall not be responsible to Customer or any Authorized Person related to any unauthorized access to Customer Data provided hereunder, or exposure to viruses or malware that occurs via Customer or its Authorized Person's use of the Web Services.

Customer acknowledges that We collect data related to any use of the Web Services, including metadata generated by Customer and its Authorized Persons' activity on the Web Services, which we may anonymize and aggregate with the data of other users of the Web Services and use for any purpose including, without limitation, improving the Web Services.

## 6. Ownership, Copyright, and Trademark

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## 8. DISCLAIMER OF WARRANTIES & LIABILITY

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COMMERZBANK IS NOT RESPONSIBLE OR LIABLE TO CUSTOMER, ITS AUTHORIZED PERSONS OR ANY THIRD PARTY, FOR ANY DAMAGES WHATSOEVER AND HOWSOEVER CAUSED (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH (A) THE WEB SERVICES OR THE INFORMATION, (B) CUSTOMER'S ABILITY OR INABILITY TO ACCESS OR USE THE WEB SERVICES OR THE INFORMATION, (C) ANY ACTION OR DECISION MADE BY CUSTOMER OR ANY OF ITS AUTHORIZED PERSONS IN RELIANCE ON THE WEB SERVICES OR THE INFORMATION, (D) ANY ERRORS IN OR OMISSIONS FROM THE WEB SERVICES OR THE INFORMATION, OR (E) ANY UNAUTHORIZED USE OR REPRODUCTION OF THE WEB SERVICES OR THE INFORMATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

## 9. Terminating a User Account

If any Authorized Person associated with a User Account is no longer authorized by Customer to represent Customer as provided herein or under any Additional Terms, or if Customer would otherwise like to terminate the User Account for any Authorized Person, Customer will promptly contact Us at [intcpsupport@commerzbank.com](mailto:intcpsupport@commerzbank.com) to provide notice of its request to terminate the User Account.

## 10. Customer's Consent to Receive Electronic Notices

All notices, requests, approvals, and other communications regarding these Terms of Use and any Web Services (collectively "**Notices**") shall be in writing and will be deemed to have been duly given with respect to these Terms of Use and any Web Services when posted on the Web Services, or when sent via e-mail to any e-mail address associated with Customer's use of the Web Services. Customer hereby agrees and consents to such receive Notices via electronic transmission.

## 11. Changes to these Terms of Use

Changes may be made by Us to the Terms of Use at any time without notice by updating the Terms of Use on the Web Services, or when sent via e-mail to any e-mail address associated with Customer's use of the Web Services. Customer agrees to be bound by these changes when We update the Terms of Use on the Web Services, or when sent via e-mail to any e-mail address associated with Customer's use of the Web Services. Customer and each Authorized Person agree to review the Terms of Use regularly.



## 12. Indemnification

Customer agrees to indemnify, defend, and hold Us and Our officers, directors, employees, agents, information providers, and licensors harmless from and against any and all claims, losses, proceedings, demands, damages, liabilities, penalties, interest, and expenses (including, attorneys' and other professional advisors' fees and costs) suffered or incurred by Us and/or Our officers, directors, employees, agents, information providers, and licensors, which arise out of or are caused by Customer or any of its Authorized Persons': (i) access to and use of the Web Services, including as a result of Our suspension or termination of an Authorized Person's User Account; (ii) violation of these Terms of Use; or (iii) violation of the rights of any third party, including any infringement of such third party's intellectual property rights.

## 13. Notices & Regulatory Information

To help the US government fight the funding of terrorism and money laundering activities, federal law requires all US financial institutions to obtain, verify, and record information that identifies each individual or institution that opens an account or establishes a customer relationship with us. If Customer opens an account or enters into a new customer relationship with Us, We will ask for your name, address, and other identifying information as applicable. This information will be used to verify Customer's identity. If any required information or documentation is not provided to Us, We will be unable to open an account or establish a relationship with Customer.

Commerzbank AG, New York Branch is not a US registered broker-dealer. Broker-dealer services in the US are offered by Commerz Markets LLC, a subsidiary of Commerzbank AG. Commerz Markets LLC is a broker-dealer registered with the US Securities & Exchange Commission, and member of FINRA and SIPC.

No information on the Web Services shall be considered a recommendation or solicitation of an offer to buy or sell any security or financial instrument. The Web Services are offered to Customer for informational purposes only, without regard to any user's investment objectives or financial situation, and We are not soliciting any action based upon it.

## 14. Governing Law & Jurisdiction

These Terms of Use and Customer's and its Authorized Persons' access to and use of the Web Services are governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws provisions. Customer agrees that the sole and exclusive jurisdiction for any action or proceeding arising out of or related to these Terms of Use or it or its Authorized Persons' use of the Web Services shall be in the appropriate state or federal court located in the New York County in the State of New York, and the parties unconditionally waive their respective rights to a jury trial.

## 15. General Terms

- **Entire Agreement.** These Terms of Use and any applicable Additional Terms constitute the entire agreement between Customer and Us and govern Customer and its Authorized Persons' use of the Web Services.
- **Records, Enforceability & Assignment.** The records (electronic or otherwise) that We keep with respect to the Web Services are final and conclusive. They will be admissible in any legal or administrative proceedings. Electronic records will be admissible in the same manner as original paper documents. Customer waives any right to object to the introduction of any such electronic records into evidence. Customer, on behalf of itself and each of its Authorized Persons, agrees to these Terms of Use in electronic form and these terms are binding. Customer will not contest the validity of these Terms of Use.
- **Waiver.** Our delay or failure to enforce any individual term within these Terms of Use will not waive Our right to enforce that or any other term. A waiver of any right, remedy, breach, or default will only

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be valid if given in writing by Our authorized representative and will not constitute a waiver of any other right, remedy, breach, or default.

- **Assignment.** We can assign or transfer these Terms of Use, including the rights and obligations under these terms, to any other third party with notice to Customer.
- **Severability.** If any provision of these Terms of Use is or becomes invalid, illegal, or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. Where no modification is possible, the provision shall be deemed deleted without effect on the rest of these Terms of Use.
- **No Partnership.** Customer agrees that no joint venture, partnership, employment, or agency relationship exists between Customer or its Authorized Persons and Us as a result of these Terms of Use or related to Customer and its Authorized Persons' access to and use of the Web Services.
- **Force Majeure.** Under no circumstances will We be liable for failures or delays caused by circumstances beyond its reasonable control.