

Client: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

User: \_\_\_\_\_

*(individually authorised person by the client)***Our Reference**

- Vertriebssteuerung  
[my.support@helaba.de](mailto:my.support@helaba.de)
- Structured Trade &  
Export Finance  
[CC-Avale@helaba.de](mailto:CC-Avale@helaba.de)

**Terms and Conditions of Use of the electronic submission of a guarantee request via the Helaba client portal „[my.helaba.bank](https://my.helaba.bank)“, here: Acceptance by the user****1 GENERAL RULES AND REGULATIONS, SCOPE OF APPLICATION**

- 1.1 Landesbank Hessen-Thüringen (hereinafter referred to as "Helaba") makes a Client Portal available to Clients under the designation "my.helaba.bank" (hereinafter referred to as "Helaba Client Portal").

By agreeing on these Terms and Conditions of Use, the Helaba Client Portal is complemented by the possibility for employees of the Client (hereinafter referred to as "User(s)") to electronically submit a guarantee request. The subject matter of this agreement is to define the rules and regulations governing the electronic submission of a guarantee request. These present Terms and Conditions of Use apply exclusively in conjunction with the current "Conditions for the Use of the Helaba Client Portal".

- 12 Any rules and regulations deviating from these Terms and Conditions of Use apply only, if these are confirmed in writing by Helaba.

Upon the setup and activation of the user in accordance with section 3 below, the User and the Client recognise these Terms and Conditions of Use as being solely authoritative and agree to their exclusive application.

**2 SERVICES, USE OF THE HELABA CLIENT PORTAL**

By means of these Terms and Conditions of Use, the Helaba Client Portal is complemented by the possibility for Users to electronically submit guarantee requests.

If a guarantee facility agreement ("Avalrahmenvertrag") has been concluded between Helaba and the Client, its terms and conditions shall apply to guarantee requests. If no such guarantee facility agreement has been agreed upon, the other rules and regulations agreed upon between the Client and Helaba, for instance an individual loan agreement or syndicate agreement, shall apply.

The User is at any time able to inspect the contents of the guarantee request, as well as the General Terms of Business in the Portal and print out the contents via the print preview on the overview page or save them as a PDF- file.

**3 SETUP AND ACCESS TO THE ELECTRONIC SUBMISSION OF A GUARANTEE REQUEST**

The use of the electronic submission of the guarantee request requires the setup and activation of a User or several Users. There is no right to be set up as a User.

- 3.1 The application for the setup of a User for the electronic submission of a guarantee request must be addressed in writing to Helaba. If the User has not yet been authorised to represent the Client, it is required to submit the original of a corresponding power of attorney, which has been signed with legally binding effect by a representative of the Client who is authorized to represent the Client, to Helaba.

Afterwards, the User shall sign these Terms and Conditions of Use and transmit them to Helaba in a form signed with legally binding effect. Helaba shall examine the authorisation of the future User and assign the authorisations and access rights for the electronic submission of guarantee requests in the Helaba Client Portal.

- 32 The Client is responsible for ensuring that the information provided by it to Helaba, in particular within the scope of its application for setup in accordance with section 3.1, are true and complete. It undertakes to provide any and all future changes of the information made available to Helaba promptly in text form. The same shall apply to any information provided by Users upon the establishment of the User Accounts.
- 33 Helaba shall be entitled to withdraw authorisations from any User or to block access to the Helaba Client Portal, if there is reasonable suspicion that the User has violated these Terms and conditions of Use or any statutory provisions when using the Helaba Client Portal.
- 34 All User Accounts are individual accounts and may be used only by the respective authorised person, i.e. the respective User specified by name. The User is obliged to keep login and password secret and to protect them against any unauthorised access by third parties. In the case of any suspicion of abuse by a third party the User or the Client shall inform Helaba forthwith of this fact. As soon as Helaba obtains knowledge of the unauthorised use, it shall block access to the User Account that has been used improperly. Helaba shall not be liable for losses that arise from any improper use of the access data.

#### 4 ELECTRONIC SUBMISSION OF GUARANTEE REQUESTS

The Users admitted to the use of the Helaba Client Portal (two "Persons entitled to Submit a Guarantee Request ("Avalberechtigter") when the "four-eyes" principle is applied or a "Single Person entitled to Submit Guarantee Request ("Avalberechtigter Allein") when the "two-eyes" principle is applied) are able to electronically submit guarantee requests within the scope of an existing contractual arrangement between Helaba and the Client (e.g. a guarantee facility agreement).

The guarantee request is a legally binding declaration by the User for the provision of a guarantee by Helaba. The request for the provision of a guarantee requires that the User consents to the General Business Conditions of Helaba.

The User is bound by the legally binding request. The request can be amended and/or withdrawn only after prior consent by Helaba. Helaba is entitled but not obliged to provide the guarantee that has been applied for.

Any actions involving the User Accounts set up for the User are attributable to the User. The Client is responsible for any and all declarations of intent submitted via the User Accounts set up in its name in the Helaba Client Portal.

#### 5 FINAL PROVISIONS

Should any of the provisions of these Terms and Conditions of Use of the electronic Submission of Guarantee Requests be or become invalid and/or contradict the statutory rules and regulations, the validity of the Terms and Conditions of Use of the electronic Submission of Guarantee Requests shall remain unaffected thereby in all other respects. The invalid provision shall by mutual agreement be replaced by a provision which in a legally valid manner comes closest to the economic purpose of the invalid provision. This provision shall equally apply in the event of any gaps in these Terms and Conditions.

Unless otherwise provided for in these "Terms and Conditions of Use of the electronic Submission of Guarantee Requests", the "Conditions for the Use of the Helaba Client Portal" and the "Declaration concerning the Use of the Helaba Client Portal "my.helaba.bank" both in force and effect, as amended, of the Client shall in all other respects continue to apply without changes.

\_\_\_\_\_  
(Place)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(User's signature)