

# Conditions for paperless data exchange with the involvement of computer service centres

(As amended on 15 November 2013)

## I. General rules of procedure and scope of services

1. Paperless data exchange in the form of remote data transmission with the involvement of computer service centres with authorisation by means of an accompanying document or an electronic signature is processed together with the Customer on the basis of the following terms and conditions. An electronic signature must comply with the EBICS standard of the German Banking Industry Committee and must be arranged with and initialised by the Bank in advance. An arrangement may also be made between the Customer and the Bank which allows for authorisation by two users who are designated representatives, each with their own electronic signature (a so-called distributed electronic signature or "VEU").
2. In the case of paperless data exchange involving computer service centres, the Bank receives files for credit transfer orders and direct debit collection orders which are generated by the computer service centre instructed to do so by the Customer. The Bank makes account statement information available for collection by the computer service centre instructed to do so by the Customer, if this has been arranged separately.
3. When an order is placed by the Customer, the Bank will keep available the files transferred to it for a period of ten bank working days from delivery of the files in the case of authorisation by means of an accompanying document or for a period of ten calendar days from said date in the case of authorisation by means of a distributed electronic signature. The Customer (account holder) may no longer submit an order for the files to be accessed once this deadline has expired. Account statement information is made available by the Bank for collection by the computer service centre for at least ten calendar days commencing on the day of the day-end closing.
4. A prerequisite for this process is that the computer service centre has reached an appropriate agreement with the Bank that includes acceptance of the "Guidelines for the involvement of computer service centres in paperless data exchange by means of remote data transmission ('DFÜ')". The Customer must notify the Bank of the engagement of another computer service centre in writing without undue delay.

## II. Order placement

1. By means of the accompanying document signed by the Customer or the electronic signature(s) used, the Customer authorises the Bank to execute the credit transfer orders and/or direct debit collection orders contained in the files transmitted to the Bank by the computer service centre. The accompanying document must contain the minimum details as laid out in the appendix. The Customer receives a filled-in accompanying document from the computer service centre and is obliged to verify the correctness of the details given in it. No changes may be made to the accompanying document. The Bank is entitled to execute the order in accordance with its instructions.
2. In the case of payment orders, the Customer must provide the payer's customer identifier (e.g. IBAN) and the payee's customer identifier (e.g. IBAN and BIC or some other identifier for the payee's payment service provider) in accordance with the conditions arranged with the Customer with regard to the payment service (e.g. payment service terms and conditions). The payment service providers engaged in processing the payment order are entitled to do so solely on the basis of the customer identifiers. Incorrect details may result in an order being misdirected.

### III. Recalling orders

---

1. Recalling a file is not possible once the Bank has received the appropriate accompanying document. When using an electronic signature or a distributed electronic signature, the Customer is able to delete a file themselves up to the point at which the Bank begins to process it.
2. The content of a file can only be amended if the file is recalled and a new order is placed.
3. Individual credit transfer orders and direct debit collection orders can only be recalled from the account-managing branch outside of this process. The revocability of an order depends on the special conditions that apply (e.g. payment service terms and conditions). To revoke an order, the Customer must furnish the Bank with the individual details of the original order.

### IV. Verification of the files by the Bank

---

1. The Bank verifies that the order data complies with the provisions of the EBICS standard and checks the issuer's authority to place the order.
2. In the event of approval based on an accompanying document, the Bank verifies the proper authorisation of the order data submitted as follows:

#### 2.1 For SEPA Credit Transfers and SEPA Direct Debits

The "NumberOfTransactions" as stated on the accompanying document is checked against the number of transactions in the file. In addition, the total of all the individual amounts as stated in the accompanying document must tally with the total of the individual amounts given in the file as the "ControlSum".

#### 2.2 For a DTAUS collective order (ELV – electronic direct debit)

The "NumberOfTransactions" and the "ControlSum" as stated on the accompanying document are checked against the number of transactions in the file and the total of the individual amounts. The information on the document and in the file must tally.

#### 2.3. For DTAZV payments

The "Number of data records T" as stated on the accompanying document is checked against the control

sum in field Z4 of the file. In addition, the sum of the amounts as stated in the accompanying document is checked against the file's total of the amounts in a single currency, taking into account the places before the decimal point only.

3. If discrepancies are noted between the information in the file and on the accompanying document during processing, the Customer is notified of this. The order is then not executed.
4. If errors are identified when the Bank checks the files, it is entitled to exclude incorrect data records from ongoing processing if the proper execution of the order cannot otherwise be guaranteed. The Bank notifies the Customer of this without undue delay by means of the agreed communication channel.

### V. Executing orders

---

1. The Bank will execute an order if all the following conditions of execution are met:
  - The order data supplied by the computer service centre has been authorised.
  - The stipulated data format has been observed.
  - The execution requirements in accordance with the conditions applicable to each order type (e.g. sufficient funds pursuant to the payment service terms and conditions) have been met.
2. The order data provided to the Bank by the computer service centre is processed as part of the proper workflows.

### VI. Supplementary conditions

---

The payment service terms and conditions also apply.

## Appendix

### Minimum details in an accompanying document

The following minimum details are required, in addition to the wording “Accompanying document for paperless data carrier exchange”.

#### 1. SEPA Credit Transfer / SEPA Direct Debit

	Data element of the ISO message	
	pain.001 (Credit Transfer)	pain.008 (Direct Debit)
Payment type	SEPA Collective Credit Transfer	SEPA Collective Direct Debit
File ID	MessageIdentification	
Creation date and time	CreationDateTime	
Originator	Debtor/Name	Creditor/Name
Payment information block reference	PaymentInformationIdentification	
BIC	DebtorAgent <sup>1</sup>	CreditorAgent <sup>1</sup>
IBAN	DebtorAccount	CreditorAccount
Execution date/ Collection date	Requested-ExecutionDate	Requested-CollectionDate
Number of transactions	NumberOfTransactions	
Total of individual amounts	To be provided by the Customer or to be entered as the total of the sums stated as the “InstructedAmount”	

#### 2. DTAUS direct debit

	Data element in the DTAUS file
Payment type	Details from field A3
Creation date	Details from field A7
Sender's name	Details from field A6
Sender's account number	Details from field A9
Sender's bank code	Details from field A4
Number of transactions	Details from field E4
Control sum for account numbers	Details from field E6
Control sum for bank codes	Details from field E7
Total of individual amounts	Details from field E8

#### 3. DTAZV collective order (payment orders for external transactions)

	Explanations/Data element in the DTAZV file
Payment type	Collective order for cross border payments (DTAZV)
Creation date	Details from field Q6
First execution date	Details from field Q8
Originator	Originator's name and address – Details from field Q5
Number of data records T	Control sum from field Z4
Total of individual amounts in all currencies in data records T	Control sum from field Z3
Order currency	Stated as an ISO code; in the case of euro countervalue payments (field T 19=91), the order currency is EUR
Sum of the amounts	Sum of the order amounts in one currency to be debited from the originator's account number below (places before the decimal point only)
Account number	Account number for collection of the order value
Account currency	Stated as an ISO code
Execution date	Only needed if the file contains payments with different execution dates
Payment currency	Stated for euro countervalue payments only

Commerzbank AG

<sup>1</sup> Providing the BIC will be optional for national payments as of 1 February 2014 and for all SEPA payments as of 1 February 2016.