

Conditions for Participation in the Paperless Exchange of Data Carriers through Service Data Processing Centres

1. To simplify the automated transaction of payments by paperless exchange of data carriers, the credit institution or data processing centre commissioned by it accepts data carriers for transfers and direct debits created for the Customer by the designated service data processing centre.
2. The credit institution or data processing centre commissioned by it will keep this data available for Customer orders for a period of 11 calendar days starting with the date of creation of the data carrier. After expiry of this period, orders may no longer be placed under this procedure.
3. The Customer places the order with its credit institution by submitting a collective order signed in a legally binding manner. The Customer will receive this collective order, which has the function of either a bank transfer or a collection order for the total amount of all transfers or direct debits, from the service data processing centre. The Customer is obliged to verify the information in the reconciliation list.
4. The Customer is further obliged to verify the correctness of the information in the collective order. Changes to the collective order are not possible. The credit institution is authorised to process the collective order according to its contents.
5. If the customer receives a "corrected collective order" from its service data processing centre, the same shall be deemed to be documentary evidence of the order in accordance with paragraph 1 sentence 1. In this case, the original collective order may no longer be submitted .
6. The collective order will specify a period of time within which an order can be placed under this procedure.
7. Recalls of individual transfers or direct debits are only possible outside of the data carrier exchange.
8. If any discrepancies are found between the file and the collective order during the processing of the order, the customer shall be notified thereof. In this case, the order will not be carried out.
9. Incorrect data records relating to individual transfers or direct debits may be excluded from further processing. The Customer will be notified thereof.
10. The credit institution is only liable for gross negligence and only to the extent to which it has contributed to causing the damage. This shall apply in particular for damages arising out of an incorrect submission of collective orders and for damages arising because the customer has not given the order before the last possible day specified therefor.

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