

# General Terms and Conditions for the Utilization of fino Services

provided by:

**fino run GmbH**

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– hereinafter: "fino" –

Competent Supervisory Authority:

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## § 1 General statements

fino inter alia provides finance-technological services in different varieties, as well as document management services. fino is supervised by the Federal Financial Supervisory Authority (BaFin). You can rely on fino to execute the tasks delegated by you with the utmost care.

## § 2 General and special terms and conditions

- 2.1. The Terms and Conditions (T&Cs) comprise the present “General Terms and Conditions for the Utilization of fino Services” as well as the following supplementary components to the T&Cs:
  - (a) T&Cs for individual, explicitly named fino services
  - (b) T&Cs for Account Information Services
  - (c) T&Cs for Payment Initiation Services
- 2.2. All components of the T&Cs are effective as included and integrated elements of the General Terms and Conditions. They apply to the ordered products as an equivalent addition to the contract containing the General Terms and Conditions.
- 2.3. In case of contradictory regulations within the individual contract components, the following order of priority applies:
  - (a) T&Cs for individual, explicitly named fino services
  - (b) General Terms and Conditions for the Utilization of fino Services
  - (c) T&Cs for Account Information Services
  - (d) T&Cs for Payment Initiation Services

## § 3 Terms of use

- 3.1. An entitlement to utilization of the fino services does not exist. fino explicitly reserves the right to refuse the signing of a user contract without citing of reasons, especially in case of incorrectly furnished particulars. This also applies in case of existing doubts about your identity, or if the terms and conditions are violated in any other way.
- 3.2. The user contract between you and fino takes effect as soon as you have agreed to fino’s contractual conditions and commence using the services, or activate the order with the confirm button.
- 3.3. You are obligated to make only truthful statements regarding your person and your company, and to keep your data up to date at all times.
- 3.4. Individual service components may be extended or removed from the application by fino.

## § 4 Remuneration

- 4.1. The utilization of the fino service is basically free of charge to you.

- 4.2. That does not apply if diverging agreements have been made in special business relationships. You will be made aware of any possible fees prior to signing of the contract.
- 4.3. The user may only offset claims by fino with uncontested or legally binding counterclaims.

## **§ 5 fino's liability**

### 5.1. General

fino is not liable for damages resulting from their service, in particular loss of data, or damages to soft- or hardware or property damages, unless those were caused by wilful or grossly negligent actions carried out by fino, their vicarious agents, or their legal representatives. For damages to life, body and health, as well as compensation claims in accordance with the Product Liability Law, fino is liable without restrictions. fino is equally liable for breach of duties that are of particular importance to the attainment of the contractual purpose (cardinal obligations); here, the liability is limited to the amount of the typically foreseeable damage.

### 5.2. Liability in case of force majeure

fino is not liable for damages caused by disruption of business operation (e.g., bomb threat or server failure), in particular because of force majeure (e.g., events of war or nature) as well as because of other circumstances not attributable to fino (e.g., strike, lockout, traffic disruption, failure of communication networks or gateways of other providers, as well as disruptions in the range of other telecommunications or service providers), or which take place because of acts of domestic or foreign authorities.

### 5.3. Server system

fino maintains, through their provider, a constantly monitored server system for their applications, which allows you continuous access to the sections intended for you, assuming a properly running system. In case of system failure caused neither by wilful or grossly negligent actions by fino nor their performing and vicarious agents, an entitlement to withdrawal, reduction or compensation does not exist.

## **§ 6 General duties of cooperation and due diligence of the user**

### 6.1. Principle

- (a) You are obligated to utilize the offered fino service solely for its intended purpose.
- (b) Notifications from fino will be sent to you by email or, in case of app usage, via push notification. A message is considered issued if it has been received under ordinary circumstances on the server operating your electronic postbox, and if you were able to become aware of it under regular circumstances.

- 6.2. You are obligated to follow the assistance and information provided in the application and to take note of recommendations for action.

6.3. Further duties of cooperation and due diligence in the terms of use apply accordingly.

## **§ 7 Communication**

7.1. Information transfer takes place via the internet using common browser systems and/or within a mobile application.

7.2. As a consumer in accordance with § 13 Civil Law Code, you may request the forwarding of these contractual conditions on a different permanent data carrier (for example download) or in paper form at any stage during the contract period.

## **§ 8 Long-term and one-off fino services**

### **8.1. One-off fino services**

One-off fino services are available in a step-by-step route on a website and completed within a few minutes after data entry and confirmation. A cancellation during the process will abort the same completely. Once the process has been completed, it is not possible to recover it. The user contract for one-off fino services ends automatically with the fulfilment of all services or the cancellation of the process through the user.

### **8.2. Long-term fino services**

Long-term fino services, which are not only performed once, will be provided for a specific period of time, so that renewed access with the same data pool is possible. It is possible to create an account, where applicable. Following effective implementation, the contract is valid indefinitely. Further terms and cancellation periods regarding the subscribed usage models arise out of individual contractual regulations.

- (a) At any time, you have the option to terminate the user contract with fino or to delete your account within the application. The deletion of the account by you simultaneously causes the termination of the user contract between you and fino, subject to possible agreed-upon contract periods. As soon as you confirm the termination process within the application, it is not usually possible to reactivate your account or to retrieve any data.
- (b) With long-term fino services, any alterations to these contract terms will be offered to you for acceptance at least six weeks before the effective date. Your consent to alterations to these contract terms shall be deemed given if you have not made your rejection of the same known by or before the proposed effective date.
- (c) fino is entitled to one-sidedly alter these general terms and conditions, as well as special terms and conditions and possible further T&Cs, insofar this is required for the removal of subsequently emerging disruptions or for the adaption to altered legal or technical framework conditions.
- (d) fino reserves the right to discontinue the performance of long-term fino services, without citing of reasons, with an adequate lead time.

## § 9 General complaints procedure and extrajudicial redress procedure

9.1. Should there be a conflict between you and fino, fino will be interested in adequate dispute resolution. For this reason, fino would like to point out the existing complaint and dispute resolution procedures available to you, as follows.

9.2. Complaint/dispute resolution procedure through fino

In case you are dissatisfied, or if you wish to make a complaint regarding your rights and obligations (e.g., in accordance with §§ 675c to 676c Civil Law Code or Article 248 of the Introductory Act to the Civil Law Code), please feel free to contact [beschwerdeverfahren@fino.run](mailto:beschwerdeverfahren@fino.run) with your issue any time.

fino will respond to your concerns within 15 working days after receipt of the email, addressing all questions and issues raised. Should fino be unable to reply within 15 working days for reasons unattributable to fino, they will dispatch an interim response clearly indicating the reasons for the delay and specifying a time at which you will receive a final reply at the latest. You will receive a final reply no later than 35 working days after receipt of your email.

9.3. Complaint/dispute resolution procedure through a consumer conciliation board (alternative dispute resolution)

You also may contact a recognized private consumer conciliation board to resolve a dispute, or ring the consumer conciliation board set up through the Deutsche Bundesbank (without prejudice to your right to contact a court).

fino is principally prepared to partake in dispute resolution procedures held by the following consumer conciliation board:

- Consumer Conciliation Board of the Deutsche Bundesbank

More information and contact details can be found on [www.bundesbank.de/schlichtungsstelle](http://www.bundesbank.de/schlichtungsstelle).

9.4. Please note the product-specific, particular complaint/dispute resolution procedures in the special terms and conditions.

## § 10 Final provisions

10.1. German law applies to the business relationship unless mandatory statutory provisions oppose this. In case the provided services contain mixed purchase agreement components, the UN sales law is excluded.

10.2. Unless you are a consumer in accordance with § 13 Civil Law Code, exclusive place of jurisdiction is Kassel.

10.3. Regarding data protection regulations, you are referred to the Privacy Statement for the Utilization of fino Services.

**Kassel, 16.06.2020**