

### Erste Time Bank - Terms and Conditions

### 1. General

1.1.www.erste-time-bank.org (hereinafter Erste Time Bank) is a platform operated by Erste Holding. 1.2.The Terms and Conditions below (TCs) shall apply to every participant wanting to use the services provided on the internet platform Erste Time Bank. They apply to all users, even when Erste Time Bank is accessed outside the Republic of Austria.

1.3. Any changes, additions or suspensions of the TCs shall only be applicable if they are agreed. Should any one of these conditions contain an invalid provision, all other provisions shall survive. 1.4. Therefore, please read these TCs carefully before registering: By registering with Erste Time

### 2. Registration

Bank, you accept these TCs.

2.1. There is no legal claim to admission to the services. Erste Time Bank reserves the right to refuse admission without reason.

2.2. Likewise, Erste Time Bank is entitled to withdraw admission and to exclude participants at any time without giving reasons. This applies, among other things, when participants supply false information at registration or infringe upon the Terms and Conditions or when Erste Time Bank is aware of credible evidence for illegal activities on the part of the participant. In case of serious breaches, Erste Time Bank shall be authorized to exclude the respective participant without notice and to delete the contents used by the participant. In this event, Erste Time Bank has no obligation to inform the user prior to deletion of contents.

2.3. Participants may not disclose their personal access data (e.g. password) to third parties and must keep this data safe in order to prevent fraudulent use by third parties. In the event of the loss of personal access data or if participants become aware that third parties have obtained this data, users shall be obligated to inform Erste Time Bank thereof immediately. As long as this has not been done and participants have not provided evidence that a third party has used their access rather than they themselves, all statements made on such account shall be deemed made by the participants.

#### a) Guest

A guest shall be every non-registered visitor to Erste Time Bank. As a guest, all information can be used passively. Non-registered visitors cannot actively participate in activities of the community for which login is required. In order to advance to the next level of involvement (member), registration is necessary with user name (nickname), e-mail address and password. For more information on Erste Time Bank data privacy, please see Point 3.

#### b) Member

All communication and information options provided by the community shall be available to the member free of charge. Membership may be terminated by the member anytime, with the termination of the user membership all of the users personal information is deleted. Content made by the member shall remain available for at least one year, but the content is anonymized.

# 3. Data collection and data protection

3.1. Erste Time Bank undertakes to process the data collected, processed and stored at registration and during use by the respective participant only for the purpose of the operation of Erste Time Bank and – subject to separate approval thereof – dispatch and administration of the Erste Time Bank newsletter. Operation of Erste Time Bank also includes combating the improper use of Erste Time Bank.

3.2. The following data shall be processed for the purposes under Point 3.1: user name (nick name), password, e-mail address, comments and likes given, including the related images and, if indicated by the user: photo, title, first name, last name, address, telephone number, birth date and gender.

3.3. The controller pursuant to the General Data Protection Regulation (GDPR) shall be Erste Bank der oesterreichischen Sparkassen AG, Am Belvedere 1, 1100 Vienna. The participants shall have the right to demand access to their data, its rectification, erasure or restriction of processing, data portability and the right to object. More information can be found in the controller's general privacy statement, which shall also apply to Erste Time Bank: https://www.erste-time-bank.org/en/datenschutz

# 4. Copyright

4.1. All materials on Erste Time Bank, including text, software, photos, videos, graphics, music and sound are protected by copyright law.

4.2. The exploitation rights to all the contents of these websites are held by Erste Time Bank (Erste Holding). Any exploitation beyond the limits of copyright law is subject to Erste Time Bank's (Erste Holding's) previous written approval. This applies in particular to reproductions, adaptations as well as storage and processing in electronic systems.

4.3. Participants may only copy the information material, unless otherwise specified in the particular case, for personal, non-commercial use, and only if it can be ensured that such a copy is not the basis of an exploitation subject to approval pursuant to 4.2.

# 5. General information about Erste Time Bank

The participants of Erste Time Bank shall grant Erste Holding the free and irrevocable simple, transferable right to use and exploit the ideas and contributions published in the context of the Erste Time Bank interaction platform unlimited in time and space and with respect to content in any way, particularly to implement the ideas. This transfer and granting of rights shall include the right to process and change, publish and make publicly available, reproduce and disseminate the contributions and the right to transfer and grant relevant rights to third parties.