DEUTSCHE BUNDESBANK
EUROSYSTEM

Terms and conditions for the use of NExt in procedures under public law

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Terms and conditions for the use of NExt in procedures under public law

Preliminary remarks

The Deutsche Bundesbank provides the electronic e-business platform NExt (ExtraNet redesign) as part of the Deutsche Bundesbank's Extranet for processing communications electronically within certain business areas (hereinafter referred to as "**NExt**"). In addition, for some specialist procedures, previous functions of the ExtraNet will remain in place under the name "ExtraNet" for a transitional period until they are also migrated to NExt or discontinued.

These terms of use are intended to clarify the requirements for electronic communication with the Deutsche Bundesbank via Next which, depending on the applicable legal basis, it is mandatory or possible to use under public law (hereinafter referred to as "**public law procedures**"). In particular, areas of responsibility are defined and technical specifications are made that are necessary to ensure the safe operation of NExt.

1 Scope of application and validity

The use of NExt in the context of public law procedures is subject to the following terms of use in their respective valid version. A list of the public law procedures offered in NExt and any special terms and conditions applicable thereto can be found at

www.bundesbank.de/en/next. Where special terms and conditions do apply with regard to individual public law procedures, these shall take precedence over the following terms of use. The use of NExt in business transactions by Bundesbank counterparties, i.e. on a contractual basis, is beyond the scope of these terms of use.

2 Definitions

For the purposes of these terms of use, the following terms are defined:

"**Business areas**" refers to the business areas contained in NExt. These include individual or several related business topics that cover different roles and authorisations and can be assigned to different public law procedures.

"**Bank**" refers to the Deutsche Bundesbank.

"**Provision**" refers to files that are made available by the Bank via the same function "Provision" in NExt and can be accessed by the customer there.

"**Special terms and conditions**" refers to the special terms and conditions applicable to individual business areas/business topics and included therein for these business area/business topics.

"**Third-party submitter**" has the meaning assigned to this term in Section 3.3.

“**Business topics**” refers to various roles and authorisations within a business area. A business topic summarises various NExt basic services.

“**Feedback**” refers to feedback from the Bank on customer submissions that are stored in the status indicator and can be accessed by the customer. Explanations on the meaning of the feedback can be found in the user manual.

“**Bank counterparties**” are customers who use NExt on a contractual basis. Public-law agreements are also deemed to be on a contractual basis.

“**Business transactions**” refers to contact with the Bank made on a contractual basis. Public-law agreements are also deemed to be on a contractual basis.

“**Customer**” has the meaning assigned to this term in Section 3.1.

“**NExt**” has the meaning assigned to this term in the preliminary remarks.

“**NExt basic services**” include the functionalities offered to customers in NExt, such as submissions and status displays, provision or dialogue.

“**Users**” are the natural persons who use the services and functions of NExt for a customer in public law procedures.

“**User manual**” refers to the user manual, available in its latest version at the following link: https://www.bundesbank.de/content/931896

“**Terms of use**” refers to these terms of use.

“**Obligation under public law to use**” means a customer’s obligation under public law to use NExt, irrespective of the specific nature of the obligation (administrative act, statistical instruction, regulation, law). Excluded are obligations arising from public-law agreements.

“**Public law procedures**” has the meaning given to this term in the preliminary remarks.

“**Technical clients**” are a customer’s application programs that automatically send and receive messages and explanations via NExt using A2A (application-to-application) communication.

“**User managers**” are the natural persons who are responsible for the customer’s user administration for one or more business areas.

3 Technical and organisational requirements

3.1

NExt may only be used by legal entities (natural persons, legal persons, partnerships, public-law legal forms, etc.) that are obliged to use NExt under regulatory arrangements and/or

have been authorised by the Bank to use NExt in the context of fulfilling public law obligations (hereinafter referred to as “**customers**”) without concluding a contract specifically for this purpose.

3.2

The use of NExt requires a one-off setup of the customer’s account by the Bank. This setup will take place once the form for setting up a new customer has been signed with full legal effect and submitted to the Bank.

3.3

The actions and statements of the customers in NExt shall be taken by (i) the customers themselves (if they are natural persons) or (ii) natural persons duly authorised by the customer (user managers and users). Once a user manager has been determined, the user manager is authorised to create or confirm individual users. Setting up or confirming a user includes the user’s authorisation to submit and receive statements on behalf of the customer in NExt. If customers instruct third parties not employed by them (“**third-party submitters**”) to use NExt on their behalf, the authorisation must include a comprehensive power of attorney to submit and receive statements as well as the power of attorney to determine user managers and users independently.

3.4

User managers and users shall only receive the authentication data valid for them. Third-party submitters, user managers and users may use NExt on behalf of multiple customers, provided that the customers in question have agreed. The Bank will not check to ensure that the relevant authorisations are in place.

3.5

The legitimations, authorisations and authentications required under these terms of use must be carried out in accordance with the Bank’s instructions.

3.6

The customer is responsible for ensuring that they have the necessary technical prerequisites for using NExt. The list of currently supported browsers is published on the Bank’s website. The creation and maintenance of the data connection between the customer's IT systems and the NExt platform are the sole responsibility of the customer.

3.7

Communication between the Bank and its customers via NExt is predicated on the application of the following security measures.

- Use of state-of-the-art mechanisms applied via TLS (Transport Layer Security) or SSL (Secure Socket Layer) and https.
- Use of authentication data: for natural persons, this is the user ID (user ID or email address) and a second factor that can be provided via an authenticator app, text message or email. Technical clients use a client ID and client secret to authenticate themselves. The technical procedure is described in detail in the “User administration” section of the user manual.

The Bank will check to ensure that the aforementioned safeguards are in existence. No further verification will be conducted. In particular, the Bank will not verify compliance with the recommendations in the user manual on, for instance, browser security. This is the customer’s responsibility.

3.8

Each customer is responsible for securing their own hardware and software (e.g. antivirus and spyware protection). The customer shall be responsible for all actions (e.g. logging in, changing the password, changing personal user data online, submitting declarations, technical clients, etc.) carried out by customers, third-party submitters, user managers and/or users. Until a file has been successfully uploaded to NExt, responsibility and risk concerning the file shall rest with the customer.

3.9

Customers are required to take appropriate state-of-the-art measures to prevent the transmission of viruses or other malicious software to the Bank in connection with the use of NExt. The customer shall be liable for any damage caused by customers, third-party submitters, users or user managers when using NExt (in particular caused by viruses or other malware) in accordance with statutory obligations.

3.10

Customers, third-party submitters, user managers and users shall be granted the non-exclusive, non-transferable, and temporary right or obligation to use the NExt functions in the NExt user interface for the duration of the obligation or possibility under public law to use NExt. Customers, third-party submitters, user managers and users may not grant third parties any rights to use NExt, nor may they enable third parties to use NExt. They may also not remove or circumvent any existing protection mechanisms to prevent unauthorised use of NExt. The NExt user interface, source code, and software may not be modified, copied, republished, transmitted, distributed, or saved.

3.11

Each customer is responsible for ensuring, through appropriate organisational and technical measures, that authorisations in NExt are granted only to persons who are commissioned and authorised to use NExt for the customer. Authentication data must be kept secret and

may not be disclosed to third parties or misused. They may not be used by multiple persons. Compromised authentication data must be replaced immediately. In the event of suspected misuse, appropriate measures must be taken immediately and, in particular, the Bank must be notified in order to have the users and/or user manager in question blocked. Authorisations no longer in use must be deleted immediately.

3.12

At the request of a customer, technical clients which enable a customer or a third-party submitter to use NExt can be connected to NExt via a customer's account using a standardised interface (API). Each technical client can only be used for one customer. The connection of technical clients is predicated on the fulfilment of the technical requirements set out by the Bank for this purpose. The connection of a technical client is not an absolute right. The customer is responsible for the actions of the technical client as well as for their own actions. The customer is responsible for maintaining the application they are using and making all the necessary configurations for the technical client to perform its NExt functions. The customer is solely responsible for the entire IT infrastructure up to the API interface. The customer is prohibited from programming and/or using interfaces other than the intended interfaces for NExt or integrating NExt or parts thereof into third-party software solutions or systems.

3.13

The customer is responsible for all actions, declarations and inputs undertaken by their users, user managers, third-party submitters and technical clients as well as for their own actions, declarations or inputs. The customer is also responsible for ensuring that their user managers, users and any third-party submitters observe these terms of use and any special conditions, in particular with regard to the confidential treatment of the authentication data.

3.14

Data and declarations transmitted via NExt are legally binding for and against the transmitting customers. In order to ensure the proper fulfilment of any obligations to submit information to the Bank, the customer shall ensure that the users and the technical clients fully and correctly record and transmit the data required for any submissions. Submissions not technically recorded by NExt (e.g. because necessary information is missing) or rejected by NExt (e.g. due to a suspected virus detected by the system) shall be considered not to have been received. The reasons for rejecting a submission are detailed in the user manual in the section entitled "Status indicator and checking steps in NExt". In the event of a rejection, the customer shall repeat the submission in order to meet their submission obligations.

3.15

Declarations and other notifications by the Bank to customers are made available to customers or third-party submitters in NExt for retrieval. Users will be notified of this by e-mail if the users have activated the corresponding function. It is upon retrieval, if not beforehand, that

the declaration by the Bank made available shall be regarded as having been delivered to the customer.

3.16

Feedback on submissions by a customer shall not legally bind the Bank in respect of the customers. If the Bank provides feedback on the content of a submission via the feedback function, this is a preliminary assessment subject to further checks required on a case-by-case basis.

3.17

Customers shall be responsible for ensuring that messages, notices, warnings, error messages, provisions, feedback and/or other information are only accessible for processing by competent bodies or persons and are retrieved promptly.

3.18

If a third-party submitter, user manager or user uses NExt for multiple customers, the affected customers shall assume the risk for any misallocations. The Bank can expect to rely on a submission being submitted for the customer specified by a user for the corresponding submission in NExt. The same applies to other legal or actual actions of a user manager or user.

3.19

Customers and third-party submitters are obliged to provide complete and accurate registration data and must notify the Bank without delay of any changes to the registration data stored in NExt.

3.20

The customer shall inform the relevant contact persons of the Bank designated for the business areas immediately if, for regulatory or other compelling reasons, they are unable to use NExt. The Bank reserves the right to examine the matter and, if necessary, to offer alternative solutions.

4 Availability of and exclusion from NExt

4.1

The customer does not have the absolute right to the fully disruption-free provision of content or applications. The latest version of NExt is provided via the internet.

4.2

The Bank will announce restrictions on use, e.g. for maintenance, duly in advance. If the customer cannot access NExt electronically due to an outage or technical malfunction, the customer may request information from the Bank's appropriate contact persons on alternative forms of submissions. This is not an absolute right.

4.3

The Bank shall not assume responsibility for any damages resulting from the non-availability of NExt.

4.4

The Bank may at any time, if it has good cause for doing so, in the event of a breach of the these terms of use or if it has justified suspicions of misuse – in particular, if a user ID is being used in order to spy on systems or to prepare or carry out attacks via the communications infrastructure – block the relevant customer, third-party submitter or individual user or user manager immediately and refuse to lift the block for as long as the reason for the block or justified suspicions continue to apply. The customer remains free to refute the suspicion of misuse in order to lift the block.

5 Amendments

Amendments to these terms of use shall be notified in writing or in text form at least one month before the date of the amendment(s) as a provision either via NExt or outside of NExt. Transmission may take place in and outside of NExt by electronic means. The user managers and users acknowledge the current version of these terms of use when using NExt with effect for the customer. If there is only one technical client for the specific business area/business topic or customer, the user managers acknowledge the current version of these terms of use when using NExt with effect for the customer.

6 Data protection

The Bank processes personal data in NExt in compliance with data protection regulations and in accordance with the data protection notice which is available at

www.bundesbank.de/en/next

7 Information on third parties

The data in NExt are processed for the Bank by Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D 18 P521, Ireland, a subsidiary of Microsoft Corporation, 1 Microsoft Way, Redmond, WA 98052, USA.

In the event of amendments, customers will be notified of their provision at least one month in advance.

Information on software used in the context of NExt, including the necessary references, licence terms and notices, is available at www.bundesbank.de/en/next

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