




The information provided below serves to inform the customer of important facts relating to the payment services offered by UniCredit Bank Austria AG ("Bank Austria") as reflected in the Austrian Payment Services Act. This information provided by UniCredit Bank Austria AG on payment services for consumers ("Information on Payment Services") does not replace the requisite contractual agreements and terms and conditions.

I. About Bank Austria


1. Bank details

Company name: UniCredit Bank Austria AG
Address: 1010 Vienna, Schottengasse 6 - 8
 (within Austria) 050505 - 25
 (from abroad) +43 50505 - 0
Fax: 050505-56155 (from abroad: +43 50505-56155)
 info@unicreditgroup.at
BIC (SWIFT): BKAUATWW
Austrian routing code: 12000
VAT registration number: ATU 51507409
DVR number: 0030066
General legal venue: Handelsgericht Wien
Court maintaining
Register of Firms: Handelsgericht Wien;
Austrian Register of Firms: FN 150714p

2. Licence

Bank Austria is licensed by the Austrian Financial Market Authority (FMA), Praterstrasse 23, A-1020 Vienna, to provide banking services pursuant to Section 1 (1) of the Austrian Banking Act; under this licence Bank Austria is also authorised to provide payment services for its customers. In this context, the following provisions are particularly relevant for the conduct of a business: the Austrian Banking Act (Bankwesengesetz - BWG, Federal Law Gazette No. 532/1993 as amended from time to time), the Austrian Payment Services Act (Zahlungsdienstegesetz - ZaDiG, Federal Law Gazette I No. 66/2009 as amended from time to time), the Austrian Securities Supervision Act (Wertpapieraufsichtsgesetz - WAG, Federal Law Gazette No. 753/1996 as amended from time to time) and the Austrian Savings Bank Act (Sparkassengesetz - SpG, Federal Law Gazette No. 64/1979 as amended from time to time). These provisions are available in the Internet at  <http://www.ris.bka.gv.at>

3. Professional association/Chamber:

Bank Austria is a member of the Austrian Federal Economic Chamber / Banking and Insurance, Wiedner Hauptstrasse 63, A-1040 Vienna,  www.wko.at

II. Current account maintenance agreement and costs

1. General information on a current account maintenance agreement, General Terms and Conditions of UniCredit Bank Austria AG, terms and conditions for use of a cash withdrawal card, Terms and Conditions for Electronic Banking services, terms and conditions for use of an ErfolgsCard/PlusCard

Before opening a current account, the customer receives, together with this information, the current account maintenance agreement, the General Terms and Conditions of UniCredit Bank Austria AG, the terms and conditions for use of a cash withdrawal card, and the terms and conditions for electronic banking services (hereafter collectively referred to as the "**Terms and Conditions**"), on which s/he has to agree if the customer expresses interest in using the payment services of Bank Austria. If agreement has been reached between Bank Austria and the customer, the relevant Conditions constitute a part of the current account maintenance agreement and, together with the rules and regulations contained in the current account maintenance agreement and in the agreements concluded on the respective payment services products, they form the basis for the payment services to be provided by Bank Austria.

During the term of the current account maintenance agreement, the customer may request this "Information on Payment Services" and the Terms and Conditions free of charge either on paper or on another durable medium.

2. Changes to the current account maintenance agreement and the Terms and Conditions

Bank Austria will inform the customer of changes to the current account maintenance agreement, the Terms and Conditions, or the agreements concluded for specific payment services products no later than two months before their intended application. The customer can object to the changes of which s/he has been notified by informing Bank Austria accordingly within the period of two months mentioned above. When it notifies the customer of such changes, Bank Austria will inform him/her of his/her right to raise objection within the specified period, and of his/her right to terminate the agreement free of charge without giving notice before the changes take effect. This procedure does not apply to changes in charges pursuant to an agreed adjustment clause (e.g. the Consumer Price Index 2000); a customer does not have the possibility to terminate the current account maintenance agreement in such a case.

3. Term and termination

The current account maintenance agreement and the agreements required for specific payment services products are concluded for an unspecified period. The customer may terminate the current account maintenance agreement and the agreements for payment services products at any time free of charge upon giving one month's notice. Such agreements may be terminated by the customer free of charge without giving notice if this is done before changes take effect (this does not include changes to charges, interest rates or exchange rates on the basis of agreed indicators such as the consumer price index).

Bank Austria is required to give two months' notice if it terminates an agreement under normal conditions.

4. Prices and charges The prices and charges payable for maintaining an account and for specific payment services provided by Bank Austria are set forth in the Display of Prices and Charges of Bank Austria ("Display of Prices and Charges"). Before opening an account the customer, together with this Information on Payment Services, receives those sections of the Display of Prices and Charges which contain the prices and charges for the products requested by him/her.

These sections of the Display of Prices and Charges become a part of the current account maintenance agreement.

Bank Austria may adjust the prices and charges for permanent services in line with changes in the consumer price index. Any additional changes to prices and charges for permanent services may be made only with the customer's consent. The customer may also give his/her consent under the procedure outlined in point II.2.

It is possible that in addition to the prices and charges set forth in the Display of Prices and Charges, Bank Austria may incur outlays which it is required to pay to a third party in carrying out customer instructions. These outlays are also required to be paid by the customer.

5. Interest rates

The interest rates agreed for credit balances and debit balances in the current account are listed in the Display of Prices and Charges. If an interest rate adjustment clause has been agreed with the customer, interest rates will be adjusted in line with this agreed interest rate adjustment clause. If an interest rate adjustment clause has not been agreed, or if an interest rate is to be changed to an extent to which it exceeds the interest rate adjustment clause, interest rates may also be changed with the customer's consent. Such consent may also be given under the procedure described in point II.2.

6. Foreign currency transactions

If a payment service to be provided by Bank Austria requires amounts to be bought or sold in foreign currency (foreign currency transaction), Bank Austria will buy and/or sell the foreign currency on the basis of the market rates prevailing at the time the instructions are carried out, which Bank Austria will generally charge to customers. The foreign currency rates applicable on the day of execution are published at Bank Austria branches and can be seen on Bank Austria's website. The additional charges made by Bank Austria in connection with this procedure are also set forth in the Display of Prices and Charges.

III . Communication with Bank Austria

1. Language

Agreements are concluded in German and Bank Austria uses German when it communicates with customers in connection with payment services.

2. Communication possibilities

Besides the opportunity to discuss his/her business with his/her account manager during the branch's opening hours or outside opening hours if an arrangement has been made to this effect, a customer can generally contact Bank Austria via the means listed under point I.1. "Bank details".

3. Legally binding declarations and notifications

Unless some other arrangement has been made, correspondence of legal relevance between Bank Austria and its customers will take place in writing (especially via account statements). The communication method agreed for the respective payment services product will be used for the authorisation of payment orders and for notifications and information relating to payment orders. Besides communication in writing if this has been agreed with the customer, the following communication methods, in particular, may be used if the customer has the requisite technical equipment such as a computer and telecommunications connection:

- Electronic Banking services or OnlineB@nking, using the personal identification details (e.g. PIN = Personal Identification Number and TAN = Transaction Number)
- Telephone, using the agreed PIN
- Fax, stating the agreed password

IV. Payment services provided by Bank Austria

1. Payment transaction accounts

Bank Austria offers the maintenance of accounts for payment transactions ("current accounts" and "payment accounts"). These are accounts used for the settlement of payment services and not for investment.

2. Payment services

a) Cash deposits in payment transaction accounts:

Cash deposits can be made in Bank Austria branches upon presenting the bank card or

disclosing the unique identifier data (see point IV.3. below). A customer is required to disclose his/her identity by means of an official photo ID if the customer deposits EUR 15,000 or more, and in cases where this is required pursuant to Bank Austria's duty to exercise due diligence.

b) Cash withdrawals from payment transaction accounts:

Amounts that are available to the customer in his/her current account at Bank Austria can be withdrawn by the customer at the counters of a Bank Austria branch during business hours, or the customer can withdraw amounts by using a bank card at a cash dispenser. When withdrawing cash at one of the bank's counters the customer is required to authorise the transaction by signing a voucher in accordance with his/her authority to sign on the account. If the customer withdraws cash from a cash dispenser, s/he must enter a PIN. In either case, the customer must ensure that there are sufficient funds in the account.

c) Transfers, bulk transfers, standing orders and sweep orders:

A transfer is the non-cash transfer of a certain amount from one account to another account maintained at either the same or a different bank. The transfer order can be issued in the form agreed with Bank Austria. The customer must authorise the order by affixing his/her signature in accordance with his/her authority to sign on the account, or by entering his/her personal identification details such as the TAN. In either case, the customer is required to ensure that there are sufficient funds in the account.

In the case of a bulk transfer order, the payer bundles several transfer orders into one single order and authorises the execution of the order by affixing his/her signature or by entering his/her personal identification details such as the TAN.

A transfer order for payments of the same amount onto the same payee account at regular intervals is known as a standing order. A standing order can be valid until it is revoked, or the customer can specify a period within which it is to remain in force.

A sweep order is an order to transfer, at regular periods, the amount that exceeds a credit balance specified by the customer to a specific payee account. A sweep order can be valid until it is revoked, or the customer can specify a period within which it is to remain in force.

d) Direct debits:

In a direct debit procedure the payer authorises Bank Austria to permit a payee specified by him/her to debit his/her account at Bank Austria. In the case of direct debits, the payer does not have any possibility to request the funds to be transferred back to his/her account if s/he has received the information on the imminent direct debit from the payee at least 4 weeks before the due date in a manner agreed with him/her, or if the customer has authorised the exact amount to be debited and the actual amount debited corresponds to that stated in the customer's original instructions.

e) Preauthorised payment mandates:

Under the preauthorised payment mandate procedure, the payer directly authorises the payee to debit the payer's account with varying amounts which are claimed at regular intervals. The payer's bank does not receive instructions from the payer, but debits the payer's account as soon as the payee submits a request for payment via his/her bank. Payers, whose current account has been debited in this manner, can – without stating any reasons – instruct the amount debited to be transferred back to their account within a period of 8 weeks of the original debit date.

3. Issuing payment instructions

Bank Austria must be informed of the payee's payment services provider (country routing code or Bank Identifier Code = BIC) and of the payee's account number or International Bank Account Number (IBAN) when a customer issues instructions for the payment types listed under point IV.2. These details represent the unique identifier data. A transfer order is executed solely on the basis of the unique identifier data.

Payment orders can be issued in writing, using special transfer forms. In such a case, the order is issued by the customer affixing his/her signature. Payment orders can also be issued electronically via Electronic Banking services / OnlineBanking by entering the personal identification details such as the user code, PIN and TAN / digital signature. Payment orders can be issued via telecommunication methods (especially telephone, cable, telex, fax or data transmission) only if this has been agreed by the customer and Bank Austria.

V. Special payment instruments

1. Cash withdrawal cards (bank and Maestro cards)

a. Description of the payment instrument
This bank card authorises the customer:

- to withdraw cash up to the agreed limit from cash dispensers in and outside Austria displaying the logo shown on the bank card with his/her bank card and his/her PIN;
- to pay for deliveries and services provided by trading and service companies at payment terminals displaying the logo shown on the bank card (point-of-sale terminals; "POS terminals") with his/her bank card and his/her PIN without cash up to the agreed limit in and outside Austria. Cash dispensers may also have the function of POS terminals. Outside Austria, the cardholder may have to produce his/her signature instead of entering his/her PIN;
- to load the electronic purse and to pay without cash for deliveries and services provided by trading and service companies in Austria at payment terminals and machines displaying the "Quick" logo and on the Internet without entering his/her PIN, and without his/her signature or any other identification, up to the loaded amount, and
- to print account statements to the accounts of the customer on the account statement printer.

The limits for cash withdrawals and cashless payments using the PIN are specified for each card and are agreed with the customer.

The customer's account is debited separately with each payment made with the bank card.

b. Customer due diligence

The cardholder is obliged, also in his/her own interest, to keep the bank card in a safe place. Failure to keep the bank card in a safe place shall in particular mean leaving it in an unattended car. The bank card must not be passed on to a third party.

The PIN is to be kept secret. It must not be written down, in particular not on the bank card. The PIN must not be disclosed to anybody, not even to employees of the bank, other account holders or other cardholders. The letter in which the PIN is sent to the cardholder must be opened immediately upon receipt, and destroyed immediately after the PIN has been noted.

When entering the PIN care must be taken that it cannot be seen by any other persons.

2. Bank Austria MasterCard

a. Description of the payment instrument:

The Bank Austria MasterCard is a credit card issued by Bank Austria that is valid throughout the world. It is issued to private customers aged 18 and over, who either maintain, or are authorised to sign singly on, active payment transaction accounts denominated in euro.

The card enables the cardholder:

- to pay authorised merchants of MasterCard for deliveries and services without cash;
- to withdraw cash from cash dispensers displaying the MasterCard logo;
- to withdraw cash from authorised cash dispensing facilities;
- to participate in the MasterCard Secure Code (MCSC) payment procedure for making safe payments via the Internet.

Payment transactions made with the Bank Austria MasterCard are settled by means of a monthly collective invoice, which gives the customer a longer period for payment. The settlement amount is then debited to the account for which the Bank Austria MasterCard was issued.

b. Customer due diligence

The customer due diligence requirements for the Bank Austria MasterCard are analogous to those which are applicable to the bank card (see point V.1.b.).

3. Electronic Banking services / OnlineB@nking

a. Description of the payment instrument:

Electronic Banking products (e.g. OnlineB@nking, BusinessNet and BusinessLine) are additional, special banking services provided for existing accounts or safe-custody accounts maintained with Bank Austria. They enable the customer, as holder of an account/safe-custody account or authorised signatory, to communicate with the data processing centre of the bank or another party by means of data transmission via the Internet

and, after electronic authorisation, to use the following services offered by the bank:

- to instruct the bank to execute orders relating to the customer's accounts or safe-custody accounts;
- to access information on the customer's accounts or safe-custody accounts;
- to notify the bank electronically of declarations of intention;
- to request information on accounts and safe-custody accounts, and for such information to be transmitted to the customer via SMS or e-mail.

The user code, PIN and TAN represent a customer's personal identification details for Electronic Banking products. A customer using Electronic Banking services may opt for a digital signature instead of the TAN.

Further details are available in the relevant, applicable terms and conditions which are agreed with the customer who intends to use an Electronic Banking product.

b. Customer due diligence

The personal identification details must be kept secret. The customer must take every precaution to ensure that a third party does not have access to the identification details. The customer is required to change his/her PIN by himself/herself on a regular basis (it is recommended that this be done not less than every two months).

Before and while logging into Bank Austria OnlineB@nking or BusinessNet, the customer must check that the URL of the login page reads <https://online.bankaustria.at> or <https://businessnet.bankaustria.at>. All data entered by a customer using Electronic Banking services should be checked by him/her to ensure that they are complete and correct before they are cleared and transmitted to Bank Austria. The customer is required to comply with the contractual provisions, the user guidance and the security warnings.

If the customer has reason to believe that an unauthorised third party has gained knowledge of his/her personal identification details, or if s/he has lost his/her personal identification details, s/he must notify Bank Austria immediately and instruct the bank to block his/her user code.

The customer, especially in his/her own interest, should regularly check for current security

warnings regarding Electronic Banking services / OnlineBanking which the bank publishes on its websites or directly in Electronic Banking services / OnlineBanking, and s/he should take technical precautions to protect the systems and the PC used by him/her.

4. TelefonBanking

a. Description of the payment instrument

TelefonBanking is a special service product offered by Bank Austria. It can be used by a customer who maintains an account with the bank or is authorised to sign on a Bank Austria account, to conduct transactions via telephone, obtain information and instruct the bank to carry out transactions.

A customer using TelefonBanking requires personal identification details. These are the user code, PIN and password.

Further details are available from the relevant special terms and conditions which are agreed with the customer upon concluding an agreement for use of a TelefonBanking product.

b. Customer due diligence

The customer due diligence requirements for TelefonBanking are analogous to those which apply to Electronic Banking services (see point V.3.b.)

5. ErfolgsCard account / PlusCard account

a. Description of the payment instrument

An ErfolgsCard account or PlusCard account is used for investing money and is not intended for the settlement of payment transactions. The customer receives an ErfolgsCard or PlusCard, which s/he can use to obtain information on the status of his/her account via the account statement printer, and to withdraw cash from the credit balance in his/her account at all cash dispensers of Bank Austria, using the PIN provided to the customer.

When s/he concludes an account agreement for the use of the ErfolgsCard, the customer receives the "Display of Prices and Terms and Conditions / ErfolgsCard" which provides information on interest rates and deposit scales. The interest paid on deposits in this account is scaled by deposit volume – i.e. the interest rate on the entire deposit rises when the deposit reaches a certain size, and the rate on the entire deposit declines when the deposit falls below a specified level. The interest rate shown in the interest rate scale is variable, i.e. it is adjusted in

line with an interest rate adjustment clause agreed with the customer (cf. point II.5). The interest rate is not adjusted in the first two months after an agreement is concluded. Irrespective of such interest rate adjustments, Bank Austria will pay an interest rate of no less than 0.125 % p.a. on the funds deposited in an ErfolgsCard or PlusCard account.

As the account is intended for the investment of funds, payment transactions can only be settled to a limited extent. The disbursement of funds at the bank's counters and transfers to the debit of the ErfolgsCard account / PlusCard account are not part of the intended purpose. These are only possible at a special charge, which is shown in the "Display of Prices and Terms and Conditions / ErfolgsCard and PlusCard". Funds can however be transferred free of charge from an ErfolgsCard account / PlusCard account to another personal account maintained by the customer at Bank Austria ("transfers between customer's own accounts"). Instructions for standing orders and preauthorised payment mandates cannot be issued for this account.

b. Customer due diligence

The customer due diligence requirements for the ErfolgsCard account/PlusCard account are analogous to those which apply to the bank card (see point V.1.b.)

6. Blocking of payment instruments

a) Blocking by Bank Austria

Bank Austria can block a payment instrument or lower agreed limits if

- this is justified on objective grounds in connection with the safety of the payment instrument, or
- unauthorised or fraudulent use of the payment instrument is suspected, or
- in the case of a payment instrument with a credit facility, there is a significantly higher risk that the customer does not meet his/her payment obligations.

If Bank Austria blocks a payment instrument or lowers the agreed limits, it will, wherever possible, inform the customer beforehand, but otherwise it will inform him/her immediately after taking such a measure. The bank will not notify the customer of such measures if such notification would violate objective security considerations or Austrian or Community provisions, or a court order or official order.

In the case of payment instruments requiring the entry of a PIN and/or TAN – in line with the

agreement to be reached with the customer - the consecutive entry of a wrong PIN and/or TAN can result in the payment instrument being automatically blocked.

b) Blocking by the customer

The customer is required to immediately report the loss, theft, misuse or other unauthorised use of a payment instrument of Bank Austria as s/he becomes aware of such an event. The customer can notify the bank personally, in writing or by telephone via the Bank Austria hotline, tel. 050505-25 (or from abroad: +43 50505-25).

VI. Authorisation and execution of payment orders

1. Authorisation, revocation and rejection of payment orders

For Bank Austria, a payment order is considered to be authorised if the customer has consented to the relevant payment procedure in the form agreed with him/her for this purpose, using one of the agreed payment instruments. This consent may be replaced by a court order or an official order.

The customer's consent may be revoked by the customer until

- the customer's payment order is received by Bank Austria or
- in case agreement was reached for the order to be executed on a specified future date, until the end of the business day preceding the agreed execution date.

Bank Austria can only refuse to execute an authorised payment order

- if the payment order does not meet all the requirements set forth in the current account maintenance agreement and in the Terms and Conditions (especially if the necessary cover in the form of an account balance or an agreed credit line is not available, or if mandatory data such as the unique identifier data are missing), or
- if the execution of an order violates Community or national regulations or a court order or an official order, or
- if there are well-founded suspicions that the execution of the payment order would constitute a criminal offence.

2. Time of receipt of payment orders

The time when a payment order meeting all the requirements agreed with the customer (especially, providing the unique identifier data and the availability of sufficient cover on the current account) is received by Bank Austria, is the time of receipt. The execution period of a payment order starts with the time of receipt.

The next business day is considered to be the time of receipt of an order if

- an order is not received on a business day
- an order issued on paper is received after business hours
- an order issued by a physical storage medium (CD, DVD, tape, diskette) is received after business hours
- an order issued electronically is received after 17:30
- an order issued by telephone is received after 17:30.

If agreement has been reached on a future execution date, this date is considered to be the time of receipt.

If a foreign currency has to be bought or sold before an order is executed (currency transaction), the termination of the currency transaction is considered to be the time of receipt for the purposes of executing the payment order.

For the purposes of the execution period, the business days of Bank Austria are Monday to Friday, with the exception of Austrian statutory holidays, 24 December and Good Friday.

3. Execution of payment orders

As from 1 January 2012, Bank Austria will ensure that the amount of the payment transaction is received by the payee's payment service provider domiciled in the European Economic Area (EEA) no later than one business day after receipt of the payment order; until 1 January 2012 the relevant period is 3 business days.

If payment orders are issued on paper, the above-mentioned periods are in each case extended by one additional business day.

For payment transactions within the EEA which are not denominated in euro but in another currency of an EEA member state, the execution period is always 4 business days.

Bank Austria will execute orders in a manner that will always comply with the aforementioned execution periods.

Bank Austria is obliged to ensure that payment orders in favour of payees' accounts maintained with institutions outside the EEA, or payment orders in currencies other than the euro or in a currency of an EEA member state, are processed as quickly as possible.

All conditions that have been agreed must be met (especially availability of the unique identifier data and sufficient cover on the account) for the bank to comply with the execution periods.

4. Liability of Bank Austria for failure to execute orders or for incorrect execution of orders

Bank Austria is liable to its customers – in respect of payment orders executed in euro or in a currency of an EEA member state in favour of a payee's account maintained in the EEA – for the proper and timely execution of a payment until the amount is received by the payee's payment service provider.

In the case of payment orders in favour of payee accounts maintained at institutions outside the EEA, or payment orders not executed in euro or in the currency of an EEA member state, Bank Austria is obliged to ensure that the order is processed as quickly as possible, and to avail itself of suitable additional payment service providers unless these are specified by the customer.

From the time of receipt of the amount of the payment transaction initiated by the payer, the payee's payment service provider is liable to the payee for the proper execution of the payment transaction.

If a payment transaction is initiated by or via the payee, the payee's payment service provider shall be liable to the payee

- for the proper transmission of the payment order to the payer's payment service provider, and
- for processing the payment transaction in line with its responsibilities in regard to value date and availability.

5. Information on individual payment transactions

As soon as a payment transaction has been entered in its books, Bank Austria will provide the customer with the following information in the manner agreed with him/her for this purpose:

- a reference enabling the customer to identify the payment transaction, and, where appropriate, information on the payee or payer, and any other information transmitted with the payment (such as the purpose of payment);
- the amount in question in the currency with which the customer's payment account is debited, or the currency with which the amount is credited to the current account;
- where appropriate, the charges payable for the payment transaction, broken down into types of charges;
- if appropriate, the exchange rate on which the payment transaction is based, and
- the value date of the debit or credit, or the date of receipt of the payment order.

The above information is provided to the customer regardless of whether s/he is the payer or the payee in the payment transaction.

VII. Liability and refund obligations in connection with payment orders

1. Payment transactions not authorised by the customer

a. Rectification of a debit entry

If a payment order was executed to the debit of a customer account without the customer's authority, Bank Austria will immediately restore the customer's debited account to the status at which the account would have been without the unauthorised payment transaction, i.e. the bank will in particular reverse the debit entry involving the amount of the payment transaction with the value date of the debit entry. To obtain such rectification, the customer must inform Bank Austria as soon as s/he has become aware of a payment transaction that was executed without his/her authority. The customer's right to have a debit entry rectified ends 13 months after the entry was passed.

b. Liability of the customer

If payment transactions which have not been authorised by the customer are attributable to the misuse of a payment instrument, the customer is obliged to reimburse the entire losses thereby incurred by Bank Austria if these arise

- (i) through fraudulent intent on the part of the customer, or
- (ii) through the intentional or grossly negligent violation of duties by the customer relating to the requirement to keep payment instruments in a safe place.

If the customer violates these duties only through ordinary negligence (i.e. if his/her failure to act with due diligence corresponds to that which can occasionally be expected of persons who take average precautions), the customer's liability for losses is limited to EUR 150.

With the exception of the case mentioned under point (i), the customer is not liable for payment transactions which are initiated with a payment instrument after the customer instructed Bank Austria to block that particular payment instrument.

2. Refund for an authorised payment transaction initiated by the payee

a. *Direct debits:*

In the case of a payment transaction authorised by the customer directly vis-à-vis Bank Austria and initiated by or via a payee, which has already been executed under the direct debit procedure, the customer is only entitled to a refund of the full amount of the payment transaction from Bank Austria

- if s/he specifies the exact amount of the authorised direct debit in the direct debit instructions, but the amount debited differs to these instructions, or
- if, at the very latest 4 weeks before the due date, s/he neither receives nor is given access to the information from Bank Austria or the payee in the agreed form on the payment about to be made.

The customer must lodge such a claim within 8 weeks from the time his/her account is debited with the relevant amount.

b. *Preauthorised payment mandates:*

The customer is entitled to a refund from Bank Austria of the full amount of an authorised payment transaction initiated by or via a payee and already executed under a preauthorised payment mandate if the customer lodges the

claim within 8 weeks from the time the account is debited with the amount of this payment transaction.

VIII. Complaints

Bank Austria makes every effort to meet the needs and wishes of its customers in all areas of banking business.

If a customer should nevertheless have grounds for complaint, Bank Austria will immediately follow up the complaint. For this purpose, customers should direct any complaints to their account manager or – if a satisfactory solution cannot be found – to Bank Austria's management or the Complaint Management Office of Bank Austria.

The customer can also take his/her complaint to the Joint Conciliation Board of the Austrian Banking Industry ("Gemeinsame Schlichtungsstelle der österreichischen Kreditwirtschaft"), Wiedner Hauptstrasse 63, A-1045 Vienna. S/he can also address his/her complaint to the Austrian Financial Market Authority ("Finanzmarkt-aufsicht"), Praterstrasse 23, A-1020 Vienna.

Any disputes arising in connection with the maintenance of an account or payment services products shall be settled by ordinary courts which are required to apply Austrian law. The general legal venue for Bank Austria is stated under point I.1.