

The following Customer Guidelines shall regulate the legal relationship between the holder of an account ("Account Holder") for which bank cards have been issued and the authorised holder of such a bank card ("Card Holder") on the one hand and UniCredit Bank Austria AG on the other hand.

1. GENERAL PROVISIONS

1.1. Maestro Service:

Maestro Service is a worldwide system allowing the withdrawal of cash and/or making cashless payments at specially designated locations with specially issued instruments of access.

1.2. "Quick" Service:

"Quick" Service is an Austria-wide electronic purse system which makes it possible to load the electronic purse and to make cashless payments with this electronic purse at specially designated locations.

1.3. Personal code:

The personal code, also termed "PIN" (Personal Identification Number), is a combination of digits which the Card Holder receives in a sealed envelope. Entry of the PIN makes it possible to use the Maestro Service (including loading the "Quick" electronic purse).

1.4. Card Holder:

Bank cards shall only be issued to natural persons who are authorised to sign individually for an account at Bank Austria as the Account Holder or as an authorised signatory. For joint accounts, the issue of bank cards to authorised signatories requires the consent of all Account Holders. Authorised signatories to whom a bank card is issued must also sign the card application, thereby indicating their acceptance of these Customer Guidelines.

An Account Holder may apply for the issuance of a bank card for himself and third parties, in particular persons authorised to sign on his/her account. The latter shall co-sign the card application and accept the Customer Guidelines.

1.5. Application for a card, card agreement:

If the Bank accepts an application for a card, signed by the Account Holder, the card agreement comes into effect. In any case, the application for a card will be deemed to have been accepted upon delivery of the bank card to the Card Holder.

1.6. Use of the bank card by the Card Holder

1.6.1. Cash dispensers:

The Card Holder is authorised 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.

1.6.2. POS terminals ("Bankomat" terminals):

The Card Holder is entitled to pay for supplies and services provided by trading and service companies ("merchants") 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, it may be necessary for the Card Holder to produce his/her signature instead of entering his/her PIN. By entering his/her PIN and pressing the "OK" button, or by producing his/her signature, as the case may be, the Card Holder irrevocably instructs the Bank to pay to the merchant the invoice value up to the limit agreed with the Account Holder. The Bank hereby accepts such instructions to pay.

1.6.3. Electronic purse ("Quick" Service):

The Card Holder is entitled to load the electronic purse and to pay without cash for supplies and services provided by merchants in Austria at payment terminals and machines displaying the "Quick" logo and on the Internet without entering his PIN, and without his signature or any other identification, up to the loaded amount.

1.7. Objections arising from the underlying transaction:

Differences of opinion and mutual claims arising from the legal relationship between the Card Holder and his/her contracting party in connection with supplies and services for which the Card Holder has paid without cash using the bank card or the electronic purse shall be settled directly with the contracting party. This shall apply also, and especially, to the invoice amount. The Bank does not assume any liability for the performance of the underlying transaction by the contracting party in conformity with the applicable contractual terms and conditions.

1.8. Charges:

1.8.1. Agreement on charges:

The Bank is entitled to charge the Account Holder for the issuance of the bank card and for making available the functions linked to the card and for the use of these functions by the Card Holder. The amount of such charges is to be agreed with the Account Holder. The Bank is entitled to debit the charge due in any given case to the account for which the bank card has been issued.

1.8.2. Adjustments to charges:

1.8.2.1. The prices charged for services performed by the Bank on a permanent or recurrent basis (permanent services) under the card agreement with the Account Holder are adjusted in line with changes in the Consumer Price Index (base: 2000 = 100) published by "Statistik Austria", the Austrian central statistical office, or in the index replacing it (the "CPI").

Charges are adjusted once a year, on 1 April of each calendar year. The adjustment is made in the same ratio as that between the annual average of the CPI for the most recent calendar year before the adjustment and the annual average of the CPI for the calendar year preceding the most recent calendar year before the adjustment.

If the annual average of the CPI rises, the Bank may decide not to adjust the charge. In such a case the Bank does not waive the right to take the relevant increase in the annual average of the CPI into account when adjusting the charges in subsequent years. The same applies if the Bank does not use the full extent of the increase in the annual average of the CPI as a basis for increasing the charges.

1.8.2.2. Any changes to the charges beyond those specified under 1.8.2.1. must be agreed between the Bank and the Account Holder. Such an agreement may also take the form of an offer by the Bank to the Account Holder and non-objection by the latter thereto, with the following procedure to be observed: Changes in charges shall become effective upon expiry of the second month following receipt of the offer in respect of any present and future use of the bank card, unless a written objection by the Account Holder is received by the Bank before the end of the second month following receipt of the offer. The offer can be sent to the Account Holder in any form (on paper or on another durable medium) that has been agreed with the Account Holder under the business relationship. An agreement made with the Account Holder regarding the provision of statements or communications by the Bank (e.g. by regular mail or in the account statements) shall also apply to an offer of changes to the charges.

In the offer, the Bank shall inform the Account Holder of the fact that

- the changes will become effective two months after the offer has been received unless the Account Holder files a written objection, and
- the Account Holder is entitled to terminate the card agreement free of charge, and without giving notice, before the changes become effective.

1.9. Liability of the Account Holder:

1.9.1. Any and all transactions made by the Card Holder using the bank card shall be made for the Account Holder's account. This shall apply also, and especially, in cases where the Card Holder has not yet reached the age of 18 years, regardless of whether the legal transaction entered into using the bank card is invalid because the Card Holder is still a minor.

1.9.2. Entrepreneurs shall be liable without limitation for any losses or damage incurred by the Bank as a result of violations, by the holder(s) of a card issued for the entrepreneur's account, of the obligations to exercise due care and diligence as set out in these Customer Guidelines, regardless of the kind of infraction on the part of the Card Holder.

1.10. Improper use of a cash dispenser or POS terminal equipped for cashless payments:

In the event that a cash dispenser is repeatedly used improperly, for example, through entry of the wrong PIN, the bank card may be withdrawn and/or rendered unusable by the cash dispenser for security reasons. In the event that a POS terminal equipped for cashless payments is repeatedly used improperly, for example, through entry of the wrong PIN, the bank card may be withdrawn and/or rendered unusable by staff members of the merchant, or may be blocked automatically by the POS terminal. This also applies if the bank card is used for functions other than those regulated herein.

1.11. Misuse of the bank card:

If the bank card is misused for functions other than those regulated herein, the Bank is not liable for the possibility of its use for functions other than those regulated herein, and for any possible losses or damage resulting therefrom. This applies especially to the Card Holder's use of the bank card for the electronic signature function. The Card Holder shall clarify all issues associated with the use of the bank card for such purposes, in particular the effects of the loss, damage or revocation of the bank card, directly with the provider of such functions.

1.12. Availability of the system:

Please note: Operating systems may be interrupted, especially outside Austria, for technical reasons beyond the control of the Bank. Also, tampering by third parties may cause restricted operability of the locations of acceptance of the card. **The PIN must not be disclosed to other persons under any circumstances, including such instances.** Card Holders are advised to carry alternative means of payment with them, especially when travelling.

1.13. Duration of validity of the bank card, duration of card agreement, and termination:

1.13.1. Duration of validity of the bank card:

After conclusion of the card agreement the Card Holder shall receive a bank card, which shall be valid until the end of the year specified on the card.

1.13.2. Exchange of the bank card:

If a valid card agreement exists, the Card Holder will receive a new bank card in good time before expiry of his/her existing card. If a valid card agreement exists, the Bank shall also be entitled, for an important reason, to demand the bank card back from the Card Holder and to make a new card available to him/her.

1.13.3. Destruction of the bank card:

After receipt of a new bank card the Card Holder is obliged to provide for the safe destruction of the old bank card. The bank card must be destroyed not later than upon expiry of the validity period, irrespective of its further usability for functions other than those regulated herein. The Card Holder must check the possible reinstatement of the usability of functions other than those regulated herein on the new bank card or another card with the provider of such functions.

1.13.4. Duration of card agreement:

The card agreement shall be concluded for an unlimited period of time. It shall end in any event upon termination of the account relationship with the Account Holder. The Card Holder and the Account Holder may terminate the card agreement at any time subject to one month's notice.

The Bank may terminate the card agreement subject to two months' notice. The card agreement may be terminated with immediate effect by the Bank, the Account Holder or the Card Holder at any time for important reasons.

Recurring fees charged for the use of the card will be refunded to the Account Holder for the

current period on a pro-rata basis. This shall not apply to one-time charges made for the creation and issue of the card.

The cancellation or early termination of the card agreement shall have no effect on the Account Holder's and Card Holder's obligations; all such obligations must be fulfilled.

1.13.5. Return of the bank card:

Upon termination of the account relationship all bank cards issued for the account, and upon termination of a card agreement the relevant bank card, shall be returned without delay. The Bank is authorised to block unreturned bank cards against a charge and/or withdraw them.

Please note: Prior to the return or destruction of the bank card the electronic purse must be unloaded or any loaded amount must be used for payments.

If the card is used for functions other than those regulated herein the Card Holder shall, if necessary, ensure that s/he can use these functions by other means. The Card Holder must consult the provider(s) of such other functions in this matter.

1.14. Delivery of and amendments to the Customer Guidelines and the card agreement:

Any amendment to the Customer Guidelines or the card agreement shall be subject to an agreement between the Bank and the Account Holder. Such an agreement may also take the form of an offer by the Bank to the Account Holder and non-objection by the latter thereto, with the following procedure to be observed:

The offer of an amendment to the Customer Guidelines or the card agreement shall become effective upon expiry of the second month following receipt of the offer in respect of any present and future use of the bank card, unless a written objection by the Account Holder is received by the Bank before the end of the second month following receipt of the offer. The offer to the Account Holder may be made in any form agreed with him/her within the scope of the business relationship. An agreement made with the Account Holder regarding the provision of statements or communications by the Bank (e.g. by regular mail or in the account statements) shall also apply to an offer regarding an amendment to the Customer Guidelines or the card agreement.

In the offer the Bank shall draw the Account Holder's attention to the fact that the Customer Guidelines are to be amended and to the fact that

- the changes will become effective two months after the offer has been received

unless the Account Holder files a written objection, and
- the Account Holder is entitled to terminate the card agreement free of charge, and without giving notice, before the changes become effective.

1.15. Change of address:

The Account Holder and the Card Holder shall be obliged to inform the Bank of any change of his/her address without delay. If the Account Holder or Card Holder fails to inform the Bank of such a change of his/her address, written statements by the Bank shall be deemed to have been received when they have been sent to the address last notified to the Bank.

1.16. Jurisdiction:

Any and all legal relations between the Account Holder or Card Holder and the Bank shall be governed by and construed in accordance with Austrian law.

2. PROVISIONS FOR MAESTRO SERVICE

2.1. Instruments of use:

The Card Holder shall receive from the Bank the bank card and, in a sealed envelope, a personal identification number (PIN), as instruments of use.

The Bank shall be entitled to send the bank card and the PIN to the Card Holder. The bank card and the PIN must not be sent together. There must be an interval of at least three working days between the mailing of the first and second item. The Bank will notify the Card Holder within one week after sending the bank card, and in the event that both the bank card and the PIN are sent, one week after sending the second item.

The bank card shall remain the property of the Bank.

2.2. Agreement on and change of limit:

2.2.1. Agreement on limit:

The Account Holder and the Bank agree
- up to what limit per time unit (e.g. daily or weekly) cash may be withdrawn from cash dispensers, and
- up to what limit per time unit (e.g. daily or weekly) payments can be made at POS terminals using the bank card.
Within the agreed limit, payments can also be made at cash dispensers with a POS function.

2.2.2. Change of limit:

Changes of the limit must be agreed between the Bank and the Account Holder.
Such an agreement may also take the form of an offer by the Bank to the Account Holder and non-objection by the latter thereto, with the following procedure to be observed:
Changes of limits shall become legally effective in respect of any future use of the

bank card after expiry of the second month following receipt of the offer, unless a written objection by the Account Holder is received by the Bank before the end of the second month following receipt of the offer. The offer to the Account Holder may be made in any form agreed with him/her within the scope of the business relationship. An agreement made with the Account Holder regarding the provision of statements or notifications by the Bank (e.g. by letter or in the account statements) shall also apply to an offer of changes of the limit.

In the offer, the Bank shall inform the Account Holder of the fact that

- the changes will become legally effective two months after the offer is received if s/he does not file a written objection, and
- the Account Holder is entitled to terminate the card agreement free of charge, and without giving notice, before the changes become effective.

2.2.3. Limit reductions by the Account Holder:

The Account Holder shall be entitled, without stating any reasons, to request his/her branch to lower his/her limit.

2.3. Account cover:

The Account Holder may, within the scope of the agreed limit, withdraw cash from cash dispensers, make cashless payments and load the electronic purse only to the extent that the account for which the bank card has been issued shows sufficient cover (credit balance plus overdraft limit).

2.4. Obligations of the Card Holder:

Insofar as the obligations of the Card Holder are regulated in these Customer Guidelines, both the Card Holder and the Account Holder shall be obliged to observe these provisions and to ensure their compliance.

Please note: Both the Account Holder and the Card Holder shall fulfil the duties of cooperation set out in these Customer Guidelines, in particular the duties of due diligence set out below. A violation of these duties will result in an obligation to pay damages or in a reduction of claims to damages against the Bank.

2.4.1. Signing of the bank card:

The Card Holder shall be obliged to sign the bank card in the appropriate space immediately after receipt.

2.4.2. Obligation of notification:

The Card Holder shall be obliged to inform the Bank without delay in writing if s/he has not received the bank card and/or PIN within three weeks of applying for it/them, or

- receives a notification from the Bank to the effect that the bank card or the PIN should already have been delivered to the Card Holder, but s/he has in fact not yet received the item(s).

2.4.3. Keeping the bank card in a safe place, and keeping the PIN secret:

The Card Holder shall be 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 Card Holders. The letter in which the personal identification number is sent to the Card Holder must be opened immediately upon receipt, and destroyed immediately after the personal identification number has been noted.

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

2.4.4. Reporting obligation in the case of loss or theft of the bank card:

In the event of the loss, theft, misuse, or other unauthorised use of the bank card, the Card Holder or the Account Holder must inform the branch which manages the account or contact the card hotline immediately to have the card blocked. In addition, the Card Holder or the Account Holder must report any loss or theft of the bank card to the competent authority and surrender to the Bank an original or a copy of the relevant report at its request.

2.5. Billing:

Transactions made using the bank card will be debited to the account and communicated in the manner agreed with the Account Holder regarding the provision of communications.

2.6. Conversion of foreign currencies:

In the settlement of cash withdrawals or non-cash payments made at POS terminals outside Austria, the relevant amount in foreign currency will be converted as follows:

- with currencies whose exchange rate is fixed in relation to the euro at the fixed rate for the currency concerned;
- with currencies of countries which are not members of European Monetary Union at the daily selling rate of PayLife Bank GmbH. The

conversion rates (reference rates) can be obtained from the Bank or viewed on the website of PayLife Bank GmbH (www.bankomatkarte.at). The effective date of conversion shall be the date on which PayLife Bank GmbH receives the debit from the foreign bank. The exchange rate and the effective conversion date shall be communicated to the Account Holder in the manner agreed with him regarding the provision of communications.

2.7. Blocking:

2.7.1. The bank card can be blocked by the Account Holder or the respective Card Holder as follows:

- at any time by calling the bank's card blocking hotline on 050505-25 (or from outside Austria: +43 50505-25), or
- at any time by calling the card blocking hotline set up by PayLife Bank GmbH (the telephone number for this hotline can be obtained from the notice on every cash dispenser in Austria or on the website www.bankomatkarte.at, or it can be requested at any bank), or
- in person, in writing or by telephone at the Bank during the Bank's business hours.

A request to block a card that is submitted at a Bank branch during its business hours or at any time via the bank's card blocking hotline or PayLife's card blocking hotline becomes effective immediately after receipt. Blocking requests received by the Bank outside its business hours will take effect immediately, no later than one hour after the next time the branch opens for business. If a blocking is requested via the card blocking hotline of PayLife Bank GmbH, all bank cards issued for the account will be blocked until further notice.

Please note: The blocking will not prevent unloading of and paying with the electronic purse (Quick).

2.7.2. The Account Holder may instruct the block on all or individual bank cards issued for his/her account to be lifted. After a blocking has been effected, a new bank card will only be issued upon written application by the Account Holder. In case of use of the bank card for functions other than those regulated herein, the Card Holder is responsible for ensuring that the new bank card will include such functions.

2.7.3. The Bank is authorised to block a bank card or to lower the agreed limit on the bank card without the cooperation of the Account Holder or Card Holder if

- this is justified on objective grounds with regard to the security of the bank card or the systems that can be accessed using the card;

- the Bank has reason to believe that the bank card has been used without authorisation or fraudulently; or
- if there is a significant risk that the Account Holder will not be able to fulfil his/her payment obligations to the Bank arising from the use of the bank card.

2.7.4. The Card Holder shall bear all costs incurred by blocking the card, lifting such a block and through the issue of new cards if the reason for the block can be attributed to him/her. The loss or theft of the card and the blocking of the card due to a lack of creditworthiness shall be considered to be attributable to the Card Holder. The Card Holder shall incur no costs for blockings arising from contractual violations on the part of the Bank.

There will be no blocking charges over and beyond the actual costs incurred for blocking a card.

3. PROVISIONS FOR "QUICK" SERVICE

3.1. Electronic purse:

An electronic purse requires a storage medium. The microchip in the bank card is such a suitable storage medium. E-money may be loaded onto the electronic purse within the meaning of the Austrian E-Money Act (Austrian Federal Law Gazette - BGBl I 2002/45). The Card Holder may set up the "Quick" Service (the "electronic purse") on this microchip and use it in accordance with the following provisions.

3.2. Loading of the electronic purse:

3.2.1. The Card Holder can load the electronic purse at the loading terminals displaying the "Quick" logo.

3.2.2. The electronic purse can be loaded

- with the bank card and PIN at cash dispensers equipped with a "Quick" loading function,
- with the bank card and PIN at self-service loading terminals for the "Quick" Service,
- against cash payment at any bank providing a loading terminal for the "Quick" Service.

3.2.3. The Account Holder and the Bank shall agree on the highest possible loading amount.

3.2.4. The amount loaded at any given time is shown to the Card Holder by the loading terminal when loading and at payment terminals when paying.

3.2.5. Please note: By loading the electronic purse by using the bank card at cash dispensers or self-service loading terminals, the Card Holder will reduce the amount available to him/her under the

Maestro Service for payment at POS terminals.

3.3. Making payments with the electronic purse:

3.3.1. A loaded electronic purse can be used for paying without cash for supplies and services provided by merchants at terminals and machines in Austria displaying the "Quick" logo, and on the Internet without entering the PIN, and without signature or other identification, up to the loaded amount. The Bank is under no obligation to prove that the payment process was authenticated, properly documented or entered in the books, or that it was not impaired by technical or other faults.

3.3.2. By confirming his/her payment as provided for under the relevant payment procedure the Card Holder irrevocably instructs the Bank to pay the amount charged by the merchant to the latter to the extent that this is covered by the loaded amount. The Bank hereby already accepts such instructions to pay.

3.4. Making payments with the electronic purse on the Internet:

3.4.1. The electronic purse can be used for making payments via the Internet. For this procedure the Card Holder requires appropriate hardware (e.g. chip reader, terminal) and software. If requested, the Bank or PayLife Bank GmbH, Marxergasse 1B, A-1030 Vienna, will inform the Card Holder about such products.

3.4.2. For payments via the Internet the electronic purse may be used only with merchants offering on their website the possibility of payment via "@Quick". The Card Holder shall be authorised to pay for supplies and services provided by merchants which are also "Quick" merchants via the Internet without cash up to the loaded amount. Payments will be carried out by the system only if the invoice amount is not higher than the amount loaded on the electronic purse.

3.4.3. The Card Holder shall check the balance of his/her electronic purse after each transaction to ascertain whether it is correct after deduction of the transaction just carried out. If this is not the case, s/he shall contact the merchant and demand an explanation. If the matter cannot be clarified in this way, the Bank must be informed of any differences immediately, including all information on the transaction.

Failure to comply with this reporting requirement will result in an obligation to

pay damages or in a reduction of claims to damages against the Bank.

3.4.4. In connection with the electronic purse, the system also offers the possibility of viewing the most recent payments made with the electronic purse as well as cancelled or invalid payments.

3.5. Unloading of the electronic purse:

3.5.1. The electronic purse can be unloaded - at cash dispensers equipped with a "Quick" loading function, with the amount credited to the account;

- at self-service loading terminals for the "Quick" Service, with the amount credited to the account;

- at any bank equipped with a loading terminal, against disbursement of cash.

3.5.2. In the event that the electronic purse cannot be unloaded or can no longer be used for making payments as a result of damage, any loaded amount must be claimed from the bank which has issued the bank card. If a subsequent investigation shows that an amount was loaded on the electronic purse before it became unusable, such amount will be credited to the Account Holder.

3.5.3. When making a cash disbursement, the Bank shall be entitled to verify the identity of the person producing the electronic purse.

3.6. Validity of the electronic purse:

3.6.1. The electronic purse shall have the same period of validity as the bank card.

3.6.2. The electronic purse cannot be loaded anymore after expiry of its validity period.

3.6.3. Please note: The electronic purse must be unloaded, or a loaded amount must be used for payments, before the bank card is destroyed.

3.6.4. If an amount remains loaded on the electronic purse after expiry of the validity period, the Bank will refund the amount in question if it is claimed within three years after expiry of the validity period against presentation of the undamaged bank card. Thereafter this claim will have lapsed.

3.7. Amendments to the Customer Guidelines for the Quick Service:

Contrary to item 1.8.2. (Adjustments to charges) and item 1.14. (Delivery of and amendments to the Customer Guidelines and the card agreement), an offer regarding changes in the provisions of the Customer Guidelines for the Quick Service can be made to the Account Holder in any form agreed with

the Account Holder under the business relationship.

3.8. No information after the execution or rejection of a payment:

The Account Holder and Card Holder can call up the credit in the electronic purse at cash dispensers and other loading terminals. The Account Holder and the Card Holder receive no other information about the execution or rejection of payments using the credit saved on the bank card which incorporates the Quick Service.

3.9. Loss or theft of the electronic purse:

3.9.1. In the event of loss or theft of the electronic purse the loaded amount will be lost – as would be a corresponding amount of cash. Such amounts will not be refunded.

3.9.2. For technical reasons it is not possible to block the electronic purse itself. After blocking the bank card the same can no longer be used for loading the electronic purse. It is possible, however, to make further payments until the loaded amount is used up.

3.9.3. For this reason the Card Holder shall be obliged to keep the electronic purse in a safe place. The amount loaded on the electronic purse is to be regarded as cash. A third party can use a lost or stolen electronic purse without identification, without entering the PIN, and without signature.