

UniCredit Bank Austria AG (the “Bank”) offers the holder of a physical debit card (BankCard, MegaCard) of the Bank (the “Cardholder”) the option of using the physical debit card (the “Payment Card”) as a digital Payment Card in a wallet on a mobile device. These Terms and Conditions govern the use of the digital Payment Card in the wallet installed on a mobile device.

## **1. Definitions**

### **1.1. Digital Payment Card**

The digital Payment Card is a (digital) image of the Cardholder’s physical Payment Card in a wallet on a mobile device.

### **1.2. Contactless function**

The digital Payment Card enables the Cardholder to make cash withdrawals and/or cashless payments at points of acceptance displaying the “Kontaktlos” logo.

### **1.3. Personal code (PIN)**

The personal code (Personal Identification Number, PIN) is a combination of digits which the Cardholder receives when the physical Payment Card is issued. Entry of the PIN at points of acceptance makes it possible to use the digital Payment Card stored in the wallet whenever the PIN is requested at the respective point of acceptance.

### **1.4. Device PIN**

The device PIN is a personal access code for the mobile device that the Cardholder freely chooses. Depending on the mobile device type, the device pin is either 4 or 6 digits long.

### **1.5. Biometric features**

Biometric features (e.g. fingerprint, facial recognition) enable identification of the Cardholder on the mobile device. Such biometric features can be used to authorise payment and cash withdrawal transactions instead of using the device PIN (see Sections 3.1.2.2. and 3.1.3.).

### **1.6. Device wallet (e.g. Apple Wallet) and mobile wallet (collectively: wallet)**

The **device wallet** is a function or app provided by the manufacturer of the mobile device or operating system which facilitates the activation and use of the digital Payment Card.

The **mobile wallet** is an app provided by the Bank which, as a digital wallet, contains a number of different cards with and without payment function and facilitates the activation and use of the digital Payment Card.

The term “wallet” refers collectively to the device wallet and the mobile wallet.

## **2. Activation of the digital Payment Card in a wallet**

In order for the Cardholder to be able to use his/her Payment Card on a mobile device, he/she needs a valid physical Payment Card and a mobile device suitable for activation.

In addition, an app designed for using the digital Payment Card (mobile wallet or device wallet) and the Bank’s MobileBanking app required for activating the Payment Card in the device wallet must be installed on the mobile device. The Payment Card is activated on the mobile device from the mobile wallet or the device wallet. Activation in the device wallet can also be initiated from the Bank’s MobileBanking app. Reactivation in the mobile wallet is only possible until 24 April 2025.

Each physical Payment Card can only be activated once per mobile device. Any further restrictions of use (e.g. suitability of the mobile device for activation, maximum number of digital Payment Cards in the device wallet) are beyond the control of the Bank.

Once activation has been completed, the Cardholder will receive a confirmation of activation in the online banking order archive or, if the digital Payment Card has been activated in the device wallet, via push notification in the MobileBanking app activated by the Cardholder and in the wallet. This confirmation of acceptance serves as proof that the Cardholder’s activation request has been accepted.

## **3. Provisions for use**

### **3.1. Use of the digital debit card by the Cardholder**

#### **3.1.1. At cash dispensers (ATMs)**

The Cardholder is entitled to withdraw cash with his/her digital Payment Card and his/her PIN from cash dispensers in and outside Austria displaying the “Kontaktlos” logo up to the limit agreed for cash withdrawals at cash dispensers.

#### **3.1.2. At POS terminals**

The Cardholder is entitled to make cashless payments for supplies and services provided by trading and service companies (“merchants”) in and outside Austria at payment terminals displaying the “Kontaktlos” logo (“POS terminals”) with his/her

digital debit card up to the limit agreed with the account holder for payments at POS terminals.

#### **3.1.2.1. using the mobile wallet**

By holding the mobile device up to the POS terminal, entering the PIN and pressing the “OK” button, the Cardholder irrevocably instructs the Bank to pay to the merchant the amount of the invoice up to the limit agreed for payments at POS terminals. The Bank hereby accepts such instructions to pay.

#### **Small-value payments at POS terminals without entering the PIN**

The Cardholder is entitled to use the digital Payment Card to pay for supplies and services provided by merchants in and outside Austria at POS terminals displaying the “Kontaktlos” logo without entering the PIN, by simply holding the mobile device up to the POS terminal, up to EUR 50 per transaction.

By holding the digital Payment Card up to the POS terminal when making low-value payments of up to EUR 50 per transaction, the Cardholder irrevocably instructs the Bank to pay the invoice amount to the relevant merchant. The Bank hereby accepts such instructions to pay.

For security reasons, the total amount that can be paid with small-value payments in direct succession without entering the PIN is limited to a total of EUR 125. After that threshold has been reached, the Cardholder is required to enter his/her PIN to make a payment or withdraw cash. The digital Payment Card is then activated for further contactless payments.

#### **3.1.2.2. using the device wallet**

By entering the device PIN or using the biometric feature – provided the Cardholder has activated this feature on his/her mobile device – and holding the mobile device up to the POS terminal, the Cardholder irrevocably instructs the Bank to pay to the merchant the amount of the invoice up to the limit agreed with the account holder for payments at POS terminals. The Bank hereby accepts such instructions to pay.

Depending on the settings of the POS terminal used, the PIN may need to be entered on some occasions. In such case, by entering the device PIN or using the biometric feature – provided the Cardholder has activated this feature on his/her mobile device –, holding the mobile device up to the POS terminal, entering the PIN and pressing the “OK” button of the POS terminal, the Cardholder irrevocably instructs the Bank to pay to the merchant the amount of the invoice up to the limit agreed with the account holder

for payments at POS terminals. The Bank hereby accepts such instructions to pay.

#### **3.1.3. In apps and on websites (e-commerce) using the device wallet**

If the Cardholder has activated his/her physical Payment Card in a device wallet and this device wallet is offered as a payment option by the merchant, the Cardholder is entitled to use his/her digital Payment Card to make cashless payments in apps and on websites for supplies and services provided by merchants in and outside Austria. Payments in apps and on websites contribute towards the cumulative total of the limit agreed with the account holder for payments with the Payment Card at POS terminals.

By entering the device PIN or using the biometric feature – provided the Cardholder has activated this feature on his/her mobile device –, the Cardholder irrevocably instructs the Bank to pay to the merchant the amount of the invoice up to the limit agreed with the account holder. The Bank hereby accepts such instructions to pay.

#### **3.1.4. Payments whose amount is not known beforehand (“blank orders”)**

If instructions are given for the transfer of an amount whose exact value is not known at the time the Cardholder gives his/her consent to the execution of the payment order, the amount to which the Cardholder has consented will be blocked. The Bank will unblock the amount upon receiving information on the exact amount of the payment, but no later than after receipt of the payment order.

The Cardholder is liable for the payment of the amount submitted to the Bank by the merchant.

The Cardholder shall be entitled to a reimbursement of funds if the amount submitted exceeds the amount which the Cardholder may reasonably have expected based on his/her previous spending behaviour, the conditions of the card agreement and the circumstances of individual transactions.

If requested by the Bank, the Cardholder shall provide a presentation of these facts. The Cardholder shall enforce his/her claim to reimbursement against the Bank within eight weeks of the date on which his/her account was debited with the relevant amount, with the exclusion of the claim to reimbursement.

Please note: Blank orders of this kind are requested, for example, by hotels and car rental firms. If you

have received such a request, please take the time to carefully check the contract concluded with the merchant and the invoice issued by them.

### **3.2. Objections arising from the underlying transaction**

Differences of opinion and mutual claims arising from the legal relationship between the Cardholder and the contracting party in connection with supplies and services for which the Cardholder has paid without cash using the Payment Card must be settled directly with the contracting party. This shall apply also, and in particular, 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.

### **3.3. Liability of the account holder for the Cardholder's transactions**

Any and all transactions made by the Cardholder using the Payment Card are made for the account holder's account. In the case of joint accounts, all account holders shall be jointly and severally liable for liabilities arising in connection with the Payment Card. Entrepreneurs shall be liable without limitation for any losses or damage incurred by the Bank as a result of violations, by the holder of a card issued for an entrepreneur's account, of the obligations to exercise due care and diligence as set out in these Terms and Conditions, regardless of the kind of infraction on the part of the Cardholder.

### **3.4. Improper use of a cash dispenser or POS terminal equipped for cashless payments**

If an incorrect PIN is entered four times at a cash dispenser or a POS terminal, the Bank can have the Payment Card rendered unusable for security reasons.

### **3.5. Availability of the system**

Mobile devices may experience technical problems that are beyond the control of the Bank.

Also, tampering by third parties may cause restricted operability of the points of acceptance or the mobile device. The PIN must not be disclosed to other persons under any circumstances, including such instances.

### **3.6. Termination**

The option to use the digital debit card shall end in any event upon termination of the account relationship with the account holder and/or termination of the card agreement for the underlying physical debit card.

The Cardholder and the account holder may terminate this agreement for the use of the digital Payment Card in the wallet at no additional cost at any time subject to one month's notice. The Bank may terminate the agreement subject to two months' notice. This agreement may be terminated with immediate effect by the Bank, the account holder, or the Cardholder for important reasons. The cancellation or early termination of this agreement shall have no effect on the account holder's and Cardholder's obligations; all such obligations must be fulfilled. The Bank is entitled to delete the Payment Card upon termination of this agreement.

**Attention: Please note that termination (cancellation, termination for important reasons) of this digital Payment Card agreement does not impact the underlying card agreement. The physical Payment Card can continue to be used under the terms of the card agreement.**

### **3.7. Deletion of the digital Payment Card**

Should a mobile device be permanently transferred to a new user, the Cardholder is required to remove all activated Payment Cards from that device.

## **4. Amendments to these Terms and Conditions**

**4.1.** Amendments to these Terms and Conditions shall be offered to the customer by the Bank not later than two months before the proposed date of their coming into effect, with the Bank specifically referring to the relevant provisions. The customer shall be deemed to have consented to the amendments unless the Bank receives an objection to the amendments from the customer before the proposed date of their coming into effect. The Bank shall draw the customer's attention to this fact in its offer of amendments. The customer shall be informed of the offer of amendments. Moreover, the Bank will publish on its website a comparison of the amended Terms and Conditions with the original Terms and Conditions and the complete version of the new Terms and Conditions as well as providing the account holder and/or Cardholder, at his/her request, with a printed copy of the new Terms and Conditions in its business premises or by mail. In the notice regarding the offered amendments, the Bank shall draw the account holder's and/or Cardholder's attention to these options. In the event of such intended amendments to the Terms and Conditions, the

account holder and/or Cardholder, if he/she is a consumer, shall have the right to terminate the card agreement free of charge, and without giving notice, before the amendments become effective. The Bank shall draw the account holder's and/or Cardholder's attention to this fact in its offer of amendments.

**4.2.** The notice referred to in Section 4.1. shall be sent by regular post to the address last notified to the Bank by the customer. In derogation of this procedure, the Bank will transmit the notice referred to in Section 4.1. to the customer electronically via his/her online banking mailbox (24You) if the customer has concluded an agreement with the Bank for use of at least one online banking product. This electronic notification shall be given in a way whereby the Bank is unable to modify its offer of amendments unilaterally while enabling the customer to save the notice and print it out. If such an electronic notice is transmitted via online banking, the Bank will at the same time inform the customer that the offer of amendments has been sent to and can be accessed in his/her online banking mailbox. The Bank will inform the customer of this fact by means of a separate email that is sent to the email address last notified to the Bank by the customer, or a separate SMS that is sent to the mobile phone number last notified to the Bank by the customer for the receipt of SMS messages in conjunction with the online banking service, or a push notification that is sent to the mobile device registered for using the MobileBanking app.

**4.3.** In dealings with entrepreneurs, it is sufficient to deliver the offer of amendments to the online banking mailbox or to make it available for retrieval in another manner agreed with the entrepreneur no later than two months before the proposed date of the amendments coming into effect.

**4.4.** The foregoing Sections 4.1., 4.2. and 4.3. do not apply to amendments of services provided by the Bank.

## **5. Change of address**

The Cardholder and the account holder shall be obliged to inform the Bank of any change of their addresses without delay. Should the Cardholder and/or account holder fail to inform the Bank of such a change of their addresses, written statements or communications by the Bank shall be deemed to have been received when they have been sent to the addresses last notified to the Bank by the Cardholder and/or account holder.

## **6. Choice of law**

Any and all legal relations between the account holder and/or Cardholder and the Bank shall be governed by and construed in accordance with Austrian law.

## **7. Agreement on limit**

Payments made using the mobile debit card are subject to the limits agreed for the respective physical Payment Card.

## **8. Account cover**

The Cardholder may, within the scope of the agreed limits, use the digital debit card for the purposes described in Section 3.1. only to the extent that the account for which the digital debit card has been issued shows sufficient cover (credit balance plus overdraft facility).

## **9. Obligations of the Cardholder**

### **9.1. Protecting the Payment Card from third-party access and keeping the PIN and device PIN secret**

The Cardholder is obliged, also in his/her own interest, to keep the mobile device on which the Payment Card is stored in a safe place and to take all reasonable precautions to protect the Payment Card and the mobile device from access by a third party.

In the event mobile devices are transferred to third parties, the Cardholder must temporarily deactivate his/her Payment Card, together with the functions provided, if such transfer is temporary, or permanently deactivate the Payment Card and the associated functions if the transfer of the mobile device is permanent.

The PIN must not be disclosed to anybody, not even to employees of the Bank, other account holders or other Cardholders. The Cardholder must keep the PIN reasonably secret. If the Cardholder also uses the device PIN for transactions with his/her digital Payment Cards in accordance with sections 3.1.2.2. and 3.1.3., he/she is likewise required to keep the device PIN reasonably secret, to the same extent as required for his/her PIN. The PIN must not be stored on the mobile device. If the Cardholder also uses the device PIN for transactions with his/her digital Payment Cards in accordance with sections 3.1.2.2. and 3.1.3., he/she

is likewise required to refrain from storing the device PIN on the mobile device.

When using the PIN or the device PIN, the Cardholder must take all reasonable precautions to protect it from unauthorised access.

When activating the digital Payment Card in a device wallet, the Cardholder must ensure that the device contains only his/her own identification features (biometric data).

## **9.2. Card blocking and other notices**

In the event of the loss, theft, misuse, or other unauthorised use of the digital Payment Card or the mobile device, the Cardholder and/or the account holder must notify, as soon as he/she becomes aware of such an event, the branch or the card blocking hotline to have the digital Payment Card blocked (deleted).

## **10. Settlement**

Transactions made using the digital debit card will be debited to the account for which the debit card has been issued and shown on the account statement.

## **11. Conversion of foreign currencies**

**11.1.** In the settlement of cash withdrawals or cashless 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 the European Monetary Union, at the Bank Austria AustroFX exchange rate defined in 11.2.

**11.2.** The Bank Austria AustroFX exchange rate is determined on the basis of the foreign exchange selling rates of domestic and foreign credit institutions made accessible on the [www.austrofx.at](http://www.austrofx.at) website, which is operated by TeleTrader Software GmbH. The Bank Austria AustroFX exchange rate applied is determined for each foreign currency by calculating the mean value of all selling rates published for the relevant currency on [www.austrofx.at](http://www.austrofx.at) without taking into account the Bank Austria AustroFX exchange rate.

At least 5 exchange rates published on [www.austrofx.at](http://www.austrofx.at) (without the Bank Austria AustroFX exchange rate) are required to determine a Bank Austria AustroFX exchange rate. If the number of exchange rates available is lower, the reference

exchange rate of OANDA Corporation, published under "Exchange Rate Info" at [www.psa.at](http://www.psa.at), the website of PSA Payment Services Austria GmbH, will be applied.

**11.3.** The Bank Austria AustroFX exchange rates can be obtained from the Bank or viewed at [www.psa.at](http://www.psa.at) under "Kursinfo". The effective date of conversion shall be the date prior to the payment authorisation date unless the effective conversion date determined in this way is a Saturday, Sunday, or official public holiday; in such case the exchange rate applicable on the last day before authorisation shall be used, being neither a Saturday, Sunday nor an official public holiday. The exchange rate and the effective conversion date shall be communicated to the account holder in the manner agreed with him/her for the provision of communications.

## **12. Blocking/deletion of the Payment Card**

**12.1.** The digital Payment Card can be blocked by the account holder or the respective Cardholder as follows:

- at any time by calling the 24h ServiceLine on 05 05 05-25 (or from outside Austria: +43 5 05 05-25), or
- at any time by calling the card blocking hotline set up by PSA Payment Services Austria GmbH ("PSA card blocking hotline") – 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](http://www.bankomatkarte.at), and 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 becomes effective immediately after receipt. If a blocking is requested via the PSA card blocking hotline without indicating the bank sequential number, all digital debit cards issued for the account will be blocked until further notice. Blocking the digital Payment Card does not impact the ability to use the physical Payment Card.

Blocking the physical Payment Card also blocks the digital Payment Card. If a replacement for a physical Payment Card is issued, the digital Payment Card can be used again once the replacement for the physical Payment Card has been activated (2-3 days after submission of the application for a replacement card).

In the event of a block, the Payment Card can be reactivated on the same mobile device.

**12.2.** The Bank is authorised to block the digital Payment Card without the cooperation of the account holder or Cardholder if

- this is justified on objective grounds with regard to the security of the digital Payment Card, the mobile device or the systems that can be accessed using the card;
- the Bank has reason to believe that the digital Payment Card has been used without authorisation or fraudulently; or
- the Cardholder has not met his/her payment obligations in connection with a credit line linked to the payment instrument (overrun or overdraft), and
  - either the fulfilment of such payment obligations is jeopardised as a result of a deterioration in, or to the financial position of the Cardholder or of a co-obligor, or
  - the Cardholder has become insolvent or is in imminent danger of becoming insolvent.

The Bank shall – to the extent that notification of such blocking and of the reasons therefor would not infringe a court order or an order issued by an administrative authority, or contravene Austrian or Community law or objective security considerations – inform the Cardholder of the blocking of the Payment Card and the reasons therefor by using the method of communication agreed with the Cardholder, where possible before the block is put into effect and at the latest immediately afterwards. If the reasons for the block no longer apply, the Bank will – on its own initiative or at the Cardholder's request – lift the block and enable reactivation of the Payment Card in the wallet.

### **13. Distinction between duties of the Bank and of the mobile device manufacturer**

The Bank is readily available to assist the Cardholder with any concerns related to the activation of the Payment Card in a wallet, use of the Payment Card in a wallet, or blocking the Payment Card in a wallet. **For any matters concerning mobile devices and the device wallet, the Cardholder needs to contact the device manufacturer or the provider of the digital wallet. The Terms and Conditions set by these manufacturers and providers shall apply in this regard, particularly those related to the device wallet. The Bank has no influence over the contractual relationship with the manufacturers of mobile devices and the providers of the device wallet, including the processing of data by these entities.**