

# Information provided by UniCredit Bank Austria AG on Payment Services for Consumers.

Juli 2018

The information provided below serves to inform customers who are consumers 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 Bank Austria on payment services for consumers ("Information on Payment Services") does not replace the requisite contractual agreements and terms and conditions. A Consumer in terms of the Austrian Payment Services Act is a natural person who in use of payment services is acting for purposes other than his or her trade, business or profession.

Payment services are various banking services described in detail in point IV below. The agreements made for the purpose of using such banking services are referred to as master agreements on payment services ("master agreements"). By entering into master agreements on payment services, customers and Bank Austria also agree on general and special terms and conditions.

## I. About Bank Austria.

### 1. Bank details.

Company name: UniCredit Bank Austria AG  
Address: 1020 Wien, Rothschildplatz 1  
Telephone (within Austria) 050505-25  
Telephone (from abroad) +43 50505-0  
Fax: 050505-56155  
(from abroad: +43 50505-56155)  
[e-mail: info@unicreditgroup.at](mailto: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), Otto-Wagner-Platz 5, A-1090 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 the bank's 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](http://www.wko.at)

## II. Master agreements on payment services and costs.

### 1. General information

Before entering into a master agreement, the customer receives, together with this information, the texts of the master agreement and of the General Terms and Conditions and of Special Terms and Conditions of Bank Austria to be agreed under the master agreement, on which the customer has to agree if s/he expresses interest in using payment services of Bank Austria. If express agreement has been reached between Bank Austria and the customer, the relevant Terms and Conditions constitute a part of the master agreements.

During the term of the master agreements, the customer may request to be provided with this "Information on Payment Services" and the agreed agreements and Terms and Conditions free of charge either on paper or on another durable medium.

### 2. Changes of the master agreements or the terms and conditions of business agreed on in the master agreements

The customer will be notified of any proposed changes to the master agreements made with the customer for payment services, and to the agreed terms and conditions of business, no later than two months before their intended application, with reference to the provisions concerned. The customer will have deemed to have consented thereto if Bank Austria does not receive any objection from the customer prior to the intended date of application. Bank Austria will then point this out to the customer in the proposal of changes and will send the proposed changes to the customer. In addition, Bank Austria will publish a comparison of the provisions affected by the changes to the terms and conditions of business, as well as the complete version of the new terms and conditions of business, on its website, and will hand a written copy thereof to the customer, if requested by the latter, at its offices, or by post. Bank Austria will point out these options to the customer in its communication about the proposed change.

The communication referred to in paragraph 1 will in general be made by post to the last address provided by the customer (see also point 11.2 of the General terms and conditions of Bank Austria). By derogation to this principle, Bank Austria will send this notification electronically via the post box in an Internet-Banking product (e.g. OnlineBanking or BusinessNet), providing the customer has entered into an agreement with Bank Austria for the use of at least one Internet-banking product. This electronic notification will be made in such a way that Bank Austria is no longer able to alter the proposed change unilaterally, and the customer has the change to save and print out the notification. If such an electronic notification is made via Internet-Banking, Bank Austria will inform the customer at the same time that the proposed changes are available and retrievable in the post box of the Internet-Banking. The customer will be notified in a separate email, sent to the last e-mail address provided by the customer, or in a separate SMS at the last mobile phone number provided by the customer for the receipt of SMS as part of the Internet-Banking.

In the case of such an intended change to the master agreements for payment services or to the terms and conditions of business, the customer has the right to terminate his master agreements for payment services, in particular his/her giro account contract, before the change is implemented, at no charge and without notice. Bank Austria will then refer to this in the proposed changes.

### 3. Term and termination of master agreements.

Master agreements on payment services are concluded for an unspecified period. A customer may terminate such master agreements at any time free of charge upon giving one month's notice. Such master agreements may be terminated by a customer without giving notice before the changes offered to the customer become effective. If there is an important reason, the customer and Bank Austria may terminate the entire business relationship or individual parts thereof.

Bank Austria is required to give two months' notice if it terminates master agreements concluded for an unspecified period under normal conditions. (For specific requirements concerning the termination of basic accounts see point IX below.)

### 4. Prices and charges.

In the master agreement (especially in the current account maintenance agreement), Bank Austria arranges with the customer the charges payable for providing payment services. If the charges arranged with the customer are standard charges, these 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 agreed master agreements. Bank Austria may adjust the charges agreed with the customer for permanent services in connection with payment services only with the customer's consent. The charges for permanent services are identified as such in the Display of Prices and Conditions.

Changes to the fees agreed on with the customer for permanent services (with the exception of debit and credit interests) will be proposed to the customer by Bank Austria no later than two months before the intended effective date. In this context the change to the charge may not exceed the extent of change of the Consumer Price Index 2000 (for the maximum charge for basic accounts see point IX). The customer is deemed to have consented thereto if Bank Austria does not receive any objection from the customer prior to the intended effective date. Bank Austria will then point this out to the customer in the proposal of changes. In this proposal, Bank Austria will expressly inform the customer of the extent of the proposed change and of the date on which the change is to take effect.

The proposed changes shall be provided to the customer. The proposal of changes may be communicated in the manner described in II.2 third paragraph, by post or via the Internet-Banking.

In the case of such an intended change of charges, the customer has the right to terminate his master agreement for providing payment services, especially the current account maintenance agreement, before the change is implemented, at no charge and without notice. Bank Austria will then point this out in the proposal of changes.

### 5. Interest rates.

The interest rates agreed in the master agreement for credit balances and debit balances in the current account are also listed in the Display of Prices and Charges. If an interest rate adjustment clause has been agreed with the customer (e.g. in the master agreement or in terms and conditions), interest rates will be adjusted in line with this agreed interest rate adjustment clause.

Irrespective of whether an interest rate adjustment clause has been agreed, interest rates may also be changed with the customer's consent.

### 6. Foreign currency transactions.

Bank Austria executes payment orders for which a foreign currency needs to be converted in euro or from euro into a different foreign currency at the earliest possible exchange rate, depending on availability of the currencies listed in the display of exchange rates. The exchange rate used in executing a payment order is determined, in line with market practice in international foreign exchange markets, not later than around noon on the business day following the date on which the order has been issued, and is published in Bank Austria's display of exchange rates. This means that the exchange rate which will be applied to the payment cannot be indicated when the payment instructions are given.

For currencies which are not listed in Bank Austria's display of exchange rates, exchange rate fixing will depend on the foreign correspondence bank whose services are used and this process cannot be influenced by Bank Austria.

## 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 relationship manager during the opening hours of branches, 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".

On condition that an agreement has been concluded for the use of an Internet-Banking, it is also possible to take up contact via the post box of the Internet-Banking.

### 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 (in particular also via the bank statements) or – if an appropriate agreement has been made – electronically (in particular via the Internet-Banking). The communication method agreed in the master agreement 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 (especially by letter or via an account statement), the following communication methods, in particular, may be used if this has been agreed with the customer and if the customer has the requisite technical access possibilities for the order to be issued by the customer such as:

- Internet-Banking, 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.
- Debit cards using the prescribed personal codes (PIN) in the indoor self-service machines set up by Bank Austria
- Debit card use within the ZOIN function

#### 4. Statement of fees.

Bank Austria will **make available** the statement of fees for the customer in accordance with Section 8 Austrian Consumer Payment Accounts Act (Verbraucherzahlungskontogesetz – VZKG), starting from 31/10/2018 on a quarterly basis and at the end of the master agreement, in each branch and in the Internet-Banking (providing the customer has entered an appropriate agreement for the use of the Internet-Banking), or will send a hard copy at the customer's request.

### IV. Payment services provided by Bank Austria.

#### 1. Payment accounts.

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

#### 2. Payment services.

##### a. Cash deposits in payment accounts.

Cash deposits can be made in Bank Austria branches upon presenting the debit 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.

##### b. Cash withdrawals from payment 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 debit 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 where such authority relates to his/her current account. If the customer withdraws cash at a cash dispenser, s/he must enter a PIN. In either case, the customer must ensure that there are sufficient funds in the account.

##### b. 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 (transaction number). 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 into 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.

(For payment services available in connection with basic accounts see point IX.)

#### c. Direct debits.

The payer (debtor) authorises the payee (creditor) to collect claims (direct debit mandate).

The authorisation for a direct debit (direct debit mandate) must be obtained by the payee from the payer in the payer's language. The payer's bank is not informed of the issuance of a direct debit mandate.

The payer must be in a position to issue the following instructions to his/her payment service provider:

- To limit the collection of claims to a specified amount or specified periodic recurrence, or both.

- To block all direct debits to be charged to the debit of the payer's account or all direct debits initiated by one or more specified payees, or to authorise direct debits initiated by one or more specified payees.

The payer is entitled to demand a refund of a direct debit within 8 weeks of the debit being made. In the absence of a direct debit mandate, refunds can be requested within 13 months. The time restriction of 13 months only applies if Bank Austria has fulfilled its obligations to provide information in accordance with point VI 5.

#### 3. Issuing payment instructions.

Bank Austria must be informed of the payee's International Bank Account Number (IBAN) in the case of transfer orders in Euro in favour of an account held at a payment service provider in Austria or in another EEA member state when a customer issues instructions for the payment types listed in point IV.2.

In the case of bank transfer orders in a currency other than the Euro in favour of a payee who has his/her account with a payment service provider in Austria or another State of the EE, the customer must identify the payee by providing his/her IBAN and the Bank Identifier Code (BIC) of the payee's payment service provider.

In the case of bank transfer orders in favour of a payee who has his/her account with a payment service provider outside the EE, the customer must identify the payee with his name, as well as the IBAN and the Bank Identifier Code (BIC) of the payee's payment service provider; alternatively, the customer may use the name and the account number of the payee as well as the name, address, sort code or BIC and the bank routing code or BIC of the payee's payment service provider instead of IBAN and BIC.

The IBAN and BIC respectively the account number and name/sort code/BIG of the payment service provider of the payee to be provided in accordance with the previous paragraph represent the unique identifier data. If the IBAN and BIC are used, a transfer order is executed solely on the basis of these unique identifier data. Additional data provided by the customer for the payee, such as the payee's name, do not constitute any part of the unique identifier data and will not be taken into account by Bank Austria in the execution of transfer orders. Irrespective of whether the unique identifier data are provided, it is for Bank Austria of no relevance whether a transfer order includes the reason for payment.

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 may also be issued electronically in the Internet-Banking by entering the personal identification details such as the user code, PIN and TAN / digital signature as with a debit card using the prescribed personal codes provided (PIN) for this purpose at the indoor self-service machines set up by Bank Austria. 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. Debit cards (MegaCard, BankCard).

#### a. Description of the payment instrument.

This debit card authorises the customer:

- to withdraw cash up to the agreed limit at cash dispensers in and outside Austria displaying the logo shown on the debit card with his/her debit card and his/her PIN;
- to pay for deliveries and services provided by trading and service companies at payment terminals displaying the “Maestro” and/or “Kontaktlos” logo shown on the debit card (point-of-sale terminals; “POS terminals”) with his/her debit 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. By entering the PIN and using the OK key, or through his/her signature, the cardholder irrevocably instructs the bank to pay the invoice amount to the relevant merchant up to the limit agreed with the account holder for this purpose. The bank accepts such instructions already now;
- to pay for supplies and services provided by merchants in and outside Austria at POS terminals displaying the “Kontaktlos” logo shown on the debit card just by holding the debit card up to the POS terminal of the merchant, without a signature and/or without entering the PIN, on a contactless basis and without using cash, up to EUR 25 per transaction and up to a total of EUR 125 for successive transactions. By holding up the debit card to the POS terminal of the merchant for small-value payments of up to EUR 25 per transaction, the cardholder irrevocably instructs the bank to pay the invoice amount to the relevant merchant. The bank accepts such instructions already now;
- to operate the indoor self-service machines for making deposits, requesting information, giving instructions and providing statements of facts and statements of intention.
- Cash deposits in euro into the customer’s account at the bank for which the debit card has been issued can be made, and payment instructions can be given, by using the debit card and the PIN. An authorisation instrument agreed with the cardholder is additionally required to give other instructions, and provide other legally binding statements of intention vis-à-vis the bank. Instructions will be deemed to have been given, and a statement of intention will be deemed to have been provided, if such an authorisation element is used.

Providing the debit card has been registered for the ZOIN function in the APP provided by Bank Austria for this purpose, the debit card also authorises the customer to do the following, within the agreed limits, using the debit card via a mobile device:

- to send amounts of money using the mobile phone number of the payee on which the payee has registered a debit card for the ZOIN function or the card number of the payee and entry of the ZOIN PIN. By entering the ZOIN PIN and the mobile phone number or the card number of the payee, and by activating the approval button in the wallet of Bank Austria, the card holder shows his/her intention to pay the amount with the limits agreed on with the card holder to the payee, namely in favour of the card number of the payee indicated, and/or that debit card that has been registered by the payee for the ZOIN procedure on the given mobile phone number. After activating the approval button, the payment order can no longer be cancelled. Bank Austria will receive these instructions immediately.

The card holder can decide in the App settings of the wallet that subsequently, he can carry out money transfers with the debit card for amounts of up to EUR 25.00 per single transaction, up to a total of EUR 125.00, without entering the ZOIN PIN, simply by entering the mobile phone number or the card number of the payee and selecting the approval button.

- to receive amounts of money using the mobile phone number of the card holder on which the debit card of the holder has been registered for the ZOIN function.

The limits for cash withdrawals and cashless payments using the PIN respectively the ZOIN 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 debit card.

(For possible uses of a debit card issued for a basic account see IX.)

#### b. Customer due diligence.

The cardholder is obliged, also in his/her own interest, to keep the debit card in a safe place. The debit 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 debit card. The PIN must not be disclosed to anybody, not even to employees of the bank, other account holders or other cardholders. When entering the PIN care must be taken that it cannot be seen by any other persons.

### 2. Internet-Banking.

#### a. Description of the payment instrument.

Internet-Banking products (e.g. OnlineBanking, BusinessNet Smart) 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 Internet-Banking. A customer using Internet-Banking 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.

The customer can expressly grant access to payment initiation and account information service providers on a payment account of the customer that is accessible online.

#### b. Customer due diligence.

The personal identification details must be kept secret. The customer must take all reasonable precautions to ensure that a third party does not have access to the identification details. Payment initiation and account information service providers are not considered “third parties” within the meaning of this definition. The customer is well advised 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's Internet-Banking, the customer must check that the URL of the login page reads <https://online.bankaustria.at> or <https://mobile.bankaustria.at> or <https://businessnet.bankaustria.at>.

All data entered by a customer using Internet-Banking 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 the customer 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 Internet-Banking which the bank publishes on its websites or directly in Internet-Banking, and s/he should take technical precautions to protect the systems and the PC or mobile device used by him/her.

### 3. 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.).

### 4. 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
- the holder of a payment card has not met his/her payment obligations which are connected with a credit line (overrun or overdraft) linked to this payment instrument and
  - either the fulfilment of this payment obligation is jeopardised because the financial position of the cardholder or of a co-debtor deteriorates or is put at risk, or
  - the cardholder is insolvent or there is an imminent risk of the cardholder becoming insolvent.

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 and the reasons for this. 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.

Bank Austria can refuse access to a payment account of the customer to a payment initiation service provider or an account information service provider, if objective and duly substantiated reasons in connection with a non-authorised or fraudulent access of the payment initiation service provider or an account information service provider to the payment account justify this, including the non-authorised or fraudulent triggering of a payment transaction.

Bank Austria will inform the customer of any blocking of access by a payment initiation service provider or an account information service provider to a payment account of the customer and the reasons for this, in a form of communication agreed on with the customer, possibly before, but at the latest immediately after this blocking action, unless a disclosure of the blocking or of the reasons for such blocking would violate an order from the judicial or administrative authorities, Austrian or Community legal provisions or objective security considerations. As soon as the reasons for the blocking no longer exist, Bank Austria will unblock the payment instrument or replace this with a new payment instrument, or grant access to the payment account once more.

#### 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 and is free of charge, in writing or by telephone via the Bank Austria hotline, tel. 050505-25 (or from abroad: +43 50505-25).

As soon as the customer has made this announcement, the payment instrument will be blocked, excluding any further usage of the payment instrument.

## 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 master agreements 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);
- if the execution of an order violates Community or national regulations or a court order or an official order;
- if there are well-founded suspicions that the execution of the payment order would constitute a criminal offence.

If the execution of a payment order is refused, Bank Austria will inform the customer of such refusal, the reasons for this and appropriate improvement options as soon as possible but not later than at the end of the following business day or, in the case of payment orders issued on paper, at the end of the second business day following receipt of the order. Such information will be effected via a communication method

agreed with the customer (see point III.3). Reasons will not be provided if this would violate a Community or domestic regulation or a judicial or official order.

## 2. Time of receipt of payment orders.

The time when a payment order meeting all the requirements agreed with the customer (e.g. 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 (see Section 39a (1) of the General Terms and Conditions) if

- an order is not received on a business day;
- an order issued on paper is received after business hours;
- an order issued by means of a physical storage medium (CD, DVD, tape, diskette) is received after business hours;
- an order issued electronically (e.g. via Internet-Banking) is received after 17:30, or
- 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), completion 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 for payments, the business days of Bank Austria are Monday to Friday, with the exception of Austrian statutory holidays, 24 December and Good Friday.

Rejected payment orders in accordance with VI 1 are deemed not to have been received.

## 3. Execution of payment orders, execution periods.

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; this applies for payment transactions in Euro as well as for payment transactions, of which the amounts in Euro are transferred to an account in a EEA member State outside the euro area and the currency conversion takes place in the latter.

If payment orders are issued on paper, the above-mentioned period is extended by one additional business day.

For other payment transactions within the Euro area other than those mentioned in the previous), the execution time for the transaction will be 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 credit 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 the case of payment orders made by the customer as payer to a payee account in the EEA – for the proper and timely execution of a payment transaction until the amount is received by the payee's payment service provider; after this the payment service provider of the payee will be liable towards the latter for the proper execution

of the payment transaction.

In the case of payment orders in favour of payee accounts maintained at credit 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 the customer or via the customer as the payee, Bank Austria is liable to the customer:

- 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.

Furthermore Bank Austria is liable to its customers for all charges and interests for which Bank Austria is responsible and which are charged to the customer as a result of a failure to execute orders or for the incorrect execution of orders.

## 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 using the communication method agreed with him/her for this purpose (the account statement, in particular):

- 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, no later than the end of the following business day, after which it learned of the non-authorised payment transaction, or this was shown to it, 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 on the day of the bank debit entry. The customer can obtain such rectification if s/he informs Bank Austria as soon as s/he has become aware of a payment transaction that was executed without his/her authority, but no later than 13 months after the bank debit. The time-limit of 13 months applies only if Bank Austria has fulfilled its obligation to provide information in

accordance with point VI 5. Irrespective of the customer's right to have a debit entry rectified, the customer may also have other claims against Bank Austria on other legal grounds in specific cases.

If Bank Austria has informed the Financial Market Authority in writing that there are justified reasons for suspecting that the customer has acted in a fraudulent manner, Bank Austria will check and fulfil its obligation of reimbursement, if the suspicion of fraud is not confirmed.

If the transfer was made via a payment initiation service provider, Bank Austria will be obliged to reimburse the respective amount.

#### 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 either

- through fraudulent intent on the part of the customer, or
- 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 50. The customer is not liable:

- if the improper use of the payment instrument was not noticeable to him/her, or the loss of the payment instrument was caused by actions or omissions on the part of Bank Austria.
- for payment transactions which are initiated with a payment instrument after the customer instructed Bank Austria to block that particular payment instrument
- for non-authorised payment transactions in which Bank Austria did not ask for any strong customer authentication unless the customer has acted in a fraudulent manner.

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

### Direct debit.

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 direct debit if the customer lodges a claim within eight weeks from the date on which the account was debited with the relevant amount of this payment transaction. Bank Austria will reimburse the amount of the payment transaction to the customer within ten business days, after receiving a demand for reimbursement (value date corresponds to the debit date).

## VIII. Secure procedures to inform the customer in the case of fraud or security risks.

In the case of suspected or actual fraud, or security risks, Bank Austria will inform the customer about the suspected or actual fraud, or the security risks, in a secure procedure. Providing the customer has entered into an agreement for the use of the Internet-Banking and, for example, if the customer's access to his Internet-Banking has not been blocked due to the (suspected) fraud or the respective security risks, Bank Austria will inform the customer in the post box in the Internet-Banking system. If the customer has not entered any agreement for the use of Internet-Banking or if the customer's access to his/her Internet-Banking has been blocked due to the (suspected) fraud and security risks, Bank will inform the customer by post to the last address provided by the customer. If the (suspected) fraud

or the security risks require an urgent communication to the customer, Bank Austria will also try to inform the customer by phone.

## IX. 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 relationship manager or – if a satisfactory solution cannot be found – to Bank Austria's management or the Complaint Management Office of Bank Austria, Tel.: (+43 0) 505 05 – 555 00

E-Mail: [ombudsstelle@unicreditgroup.at](mailto:ombudsstelle@unicreditgroup.at)

Internet: [www.bankaustria.at/ueber-uns-nachhaltigkeit-kunden-ombudsstelle.jsp](http://www.bankaustria.at/ueber-uns-nachhaltigkeit-kunden-ombudsstelle.jsp).

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 ("Finanzmarktaufsicht"), Otto-Wagner-Platz 5, A-1090 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.

## X. Payment account with basic features (basic account)

The basic account is a payment account with basic features within the meaning of Sections 23 ff of the Austrian Consumer Payment Accounts Act (Verbraucherzahlungskontogesetz – VZKG). The conclusion of a basic account maintenance agreement does not require the purchase of additional services.

### Right to open a basic account:

Every consumer who has lawful residence in the European Union has the right to open a basic account at Bank Austria unless

- the consumer already holds a payment account at a bank domiciled in Austria which enables the consumer to use the services of a payment account with basic features unless the consumer was informed of the termination of that account or the consumer uses Bank Austria's account switching service while closing that account;
- criminal proceedings have been initiated against the consumer on the grounds of a punishable offence committed to the detriment of Bank Austria or any of its employees, or a judgment has been issued against the consumer for such an offence and the conviction has not yet been erased in the criminal record;
- the conditions specified in the Austrian Financial Market Money Laundering Act (Finanzmarkt-Geldwäschegesetz – FM-GwG) for opening an account are not met;
- the consumer is unable to provide the bank with a domicile address or address for delivery of correspondence (an address for delivery of correspondence may for example include the postal address of a care facility or of a person authorised to take delivery of correspondence, where the bank can send correspondence intended for the customer);
- sanctions have been imposed on the consumer by the United Nations or the European Union which preclude the opening of an account.

**Special features of the basic account:**

Points II. – VIII. of this information leaflet apply also to the basic account with the following deviations:

**1. Scope of services:**

- The basic account is maintained in euro.
- The basic account can be used for credit transfers (including standing orders) and direct debits in favour of a payee whose account is maintained by a payment service provider domiciled in Austria or another member state of the European Economic Area.
- After conclusion of a separate card agreement on the issuance of a debit card, cash may be withdrawn at cash dispensers during or outside the bank's opening hours and payments may be made in the payment card system (at POS cash desks) in the European Economic Area in euro or in other currencies of member states of the European Economic Area.
- After conclusion of a separate Internet-Banking agreement with the bank, individual payment transactions via the basic account can also be processed online.
- Cash can be deposited in the basic account and funds can be transferred to the basic account.
- Cash can be withdrawn from a credit balance in the basic account at the cash desk of any of the bank's branches during the opening hours of the bank.
- Drawings on the basic account are only possible up to the credit balance in the account. The bank will allow debit balances only to the extent that such debit balance is necessary to charge the fees which are owed to the bank under the current account maintenance agreement or under a card agreement with the bank, if any, or under an Internet-Banking agreement with the bank, if any.

**2. Charges:****2.a. Consumers in need of special protection in social and economic terms:**

Consumers who meet one of the following conditions are considered to be in need of special protection in social or economic terms and have the right to benefit from the reduced fee specified in the "Display of Prices for the Payment Account with Basic Features" for persons who are in need of special protection in economic or social terms:

- persons who draw a social benefit under Austrian legislation concerning social assistance and minimum social benefits, passed by the Austrian regional governments to implement the agreement pursuant to Article 15a of the Austrian Federal Constitutional Act (Bundesverfassungsgesetz – B-VG) between the Republic of Austria and the Austrian regional governments on a country-wide needs-based minimum benefit system;
- persons who draw a pension under the Austrian pension insurance scheme and have the right, pursuant to Section 292 of the Austrian General Social Insurance Act (Allgemeines Sozialversicherungsgesetz – ASVG), Federal Law Gazette No. 189/1955, to receive an equalisation supplement in addition to their pension;
- persons who draw a pension under the Austrian pension insurance scheme whose amount is equal to or lower than the reference rate pursuant to Section 293 of the ASVG;
- persons who draw unemployment benefit or unemployment assistance pursuant to the provisions of the Austrian Unemployed Persons Insurance Act 1977 (Arbeitslosenversicherungsgesetz 1977 – ALVG), Federal Law Gazette No. 609/1977, whose amount is equal to or lower than the reference rate pursuant to Section 293 of the ASVG;

- persons for whom a debt settlement procedure was initiated, until the end of the payment period specified in the debt settlement or payment schedule or until the end of the skimming-off procedure;
- students who draw a study grant pursuant to the Austrian Study Grants Act 1992 (Studienförderungsgesetz – StudFG), Federal Law Gazette No. 305/1992;
- apprentices within the meaning of Section 1 of the Austrian Vocational Training Act (Berufsausbildungsgesetz – BAG), Federal Law Gazette No. 142/1969, who receive an apprentice remuneration which is equal to or lower than the reference rate pursuant to Section 293 of the ASVG;
- persons who are exempt from broadcasting fees pursuant to Section 3 (5) of the Austrian Broadcasting Fees Act (Rundfunkgebührengesetz – RGG), Federal Law Gazette I No. 159/1999;
- persons who receive a grant towards telephone charges pursuant to the provisions of the Austrian Grants towards Telephone Charges Act (Fernsprechtgeltzuschussgesetz – FeZG), Federal Law Gazette I No. 142/2000;
- persons who are homeless within the meaning of Section 1 (9) of the Austrian Registration Act (Meldegesetz – MeldeG), Federal Law Gazette No. 9/1992;
- asylum seekers within the meaning of Section 2 (1) 14 of the Austrian Asylum Act 2005 (Asylgesetz 2005 – AsylG 2005), Federal Law Gazette I No. 100/2005;
- aliens whose stay on Austria's national territory is tolerated pursuant to the provisions of Section 46a of the Austrian Immigration Police Act (Fremdenpolizeigesetz 2005 – FPG), Federal Law Gazette I No. 100/2005;
- persons who in another member state of the European Union
  - a) have the status of a homeless person, an asylum seeker or an alien whose stay is tolerated,
  - b) draw a social benefit which is comparable with that under the needs-based minimum benefit system or with an equalisation supplement,
  - c) draw a benefit under statutory unemployment insurance whose amount is lower than the reference rate applicable to a benefit in accordance with b) above in the relevant member state,
  - d) are subject to insolvency proceedings comparable with a debt settlement procedure, or
  - e) draw a public study grant linked to the student's social need.

**2.b. Maximum charge:**

Changes to the fees for permanent services (excluding credit and debit interest) basic accounts will be offered to the customer by Bank Austria no later than two months before the intended effective date. According to the procedure agreed in point II. 4., the charges agreed for the services specified in Section 25 (1) of the VZKG may be increased up to the amount specified in Section 26 of the VZKG or up to the amount published in the Federal Law Gazette by the Austrian Federal Minister of Labour, Social Affairs and Consumer Protection pursuant to Section 26 (3) of the VZKG as a result of the adjustment to the Consumer Price Index 2015. In respect of the groups of consumers who are defined, by regulation issued by the Austrian Federal Minister of Labour, Social Affairs, Health and Consumer Protection pursuant to Section 26 (2) of the VZKG, as being in need of special protection in social or economic terms, the charges may be increased according to the procedure agreed in paragraph 1 up to the maximum amount specified in Section 26 (2) of the VZKG or up to the amount published in the Federal Law Gazette for these groups by the Austrian Federal Minister of Labour, Social Affairs and Consumer

Protection pursuant to Section 26 (3) of the VZKG as a result of the adjustment to the Consumer Price Index 2015. In the case of services that are not named in Section 25 (2) VZKG, the extent of the proposed change to the agreed fees must not exceed the extent of the change to the Consumer Price Index 2000.

The customer will be deemed to have consented thereto if Bank Austria does not receive any objection from the customer prior to the intended effective date of the proposed change. Bank Austria will then point this out to the customer in the proposal of changes. In these proposal of changes, Bank Austria will expressly disclose the extent and the effective date of the proposed change. The proposal of changes shall be provided to the customer. This communication will be made in the way described II.2 third paragraph, by post or via the Internet-Banking.

### 2.3. Termination:

By way of derogation from point II.3., Bank Austria may terminate the master agreements on payment services concluded in connection with a basic account for an unspecified period without giving notice, and with immediate effect, if

- the customer has intentionally used the basic account for unlawful purposes; or
- the customer has provided false information in order to be able to open the basic account; if s/he had provided correct information, s/he would have been refused the right to open a basic account.

Furthermore, Bank Austria may terminate the master agreements concluded in connection with a basic account for an unspecified period subject to two months' notice only then if the basic account has not been used for any payment transactions in more than 24 consecutive months; or

- the customer no longer has lawful residence in the European Union; or
- the customer has opened a second payment account at a bank domiciled in Austria which enables him/her to use the services specified in Section 25 (1) of the Austrian Consumer Payment Accounts Act (VZKG); or
- the customer has been charged, pursuant to Section 210 (1) of the Austrian Code of Criminal Procedure (Strafprozessordnung – StPO), with a punishable offence committed to the detriment of the bank or its employees; or
- the customer has repeatedly used the basic account for business activities within the meaning of Section 1 (1) 1 and (2) of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG), Federal Law Gazette No. 140/1979; or
- the customer has refused a change to the master agreement (the basic account maintenance agreement in particular) which the Bank has offered to all holders of payment accounts with basic features (basic account).

The termination of a basic account by the Bank Austria must be made in writing and must – unless such a communication would violate the national security or public order – contain the reason for termination.

### Right to lodge a complaint in accordance with the VZKG:

If a consumer's request to open a basic account is rejected or if a customer's basic account is terminated, s/he can lodge a complaint with the Austrian Financial Market Authority, Otto-Wagner-Platz 5, A-1090 Vienna, or contact the Joint Conciliation Board of the Austrian Banking Industry, Wiedner Hauptstrasse 63, A-1045 Vienna whereon Bank Austria will indicate in the letter of termination respectively in the refusal of opening a basic account.