

1. Type and scope of services

UniCredit Bank Austria AG (hereinafter "Bank Austria") offers its customers a variety of services via the automated exchange of data either electronically between the customer's electronic data processing systems and the Bank, or through the exchange of physical storage media ("Electronic Banking"). Bank Austria reserves the right to modify the manner whereby such information is sent or delivered, and the selection and presentation of the data.

The extent to which the customer uses Electronic Banking services is based on the Electronic Banking Agreement concluded between the customer and Bank Austria (hereinafter the "Agreement") and does not automatically cover the entire range of present or future services offered by Bank Austria. Electronic Banking is a product offered in addition to the account maintenance agreement. Electronic Banking enables the customer to settle specific business transactions through electronic communication, as an alternative to traditional methods of handling transactions.

2. Prerequisites and conditions

A customer may use Electronic Banking services if he maintains an account with Bank Austria, if he has notified Bank Austria of his data processing system, and if he has concluded an Agreement with Bank Austria. The Agreement is deemed to have been concluded when the form provided by Bank Austria has been received by Bank Austria after having been signed by the customer with legally binding effect. The Agreement is concluded for an indefinite period of time. For a joint account, all account holders must sign this agreement.

The account holder shall indicate the accounts that are to be accessed by means of the Electronic Banking service in the Agreement that is concluded with Bank Austria.

Payment orders may only be submitted via the Electronic Banking service by the account holder and authorised account signatories specifically authorised to do so by the account holder. The rules governing single and joint authority to sign on the account as specified in the signature specimen sheet are also binding for transactions conducted via Electronic Banking. In this connection, the authorised signatories who the account holder authorises for Electronic Banking are called "authorised users".

For joint accounts, authorised signatories must be approved by all account holders. The account holder and authorised users will be called the "customer" in the following.

When using BusinessLine or other MBS-capable software products, the customer must authorise a person to conduct electronic communications between the customer and Bank Austria ("communication officer"). This communication officer does not need to have signature authority over the registered accounts and will not be able to submit transactions or legally binding statements for these accounts in this case. The communication officer must authenticate himself with the respective bank and its data processing centre every time a data connection is established. In addition to a user code, the communication officer will also be assigned a password by the respective bank or its data processing centre for authentication purposes.

The customer can submit instructions or declarations of intent through the Electronic Banking service after a data connection has been established by the communication officer.

The execution of direct debits is subject to the prior conclusion of separate agreements with Bank Austria.

3. Identification (personal identification details)

3.1 User code:

Every customer receives a user code comprising several digits, which enables Bank Austria to assign a customer to the accounts which he is authorised to access via Electronic Banking. Bank Austria will inform the customer of the user code when he signs the Agreement. The user code may not be changed by the customer.

3.2 PIN (personal identification number):

The PIN code is a five-digit number which is either handed to the customer personally in a sealed envelope after he has signed the Agreement, or which is mailed to him upon the express wish of the customer. The PIN serves to identify the customer in the Electronic Banking system and is stored directly in the software BusinessLine or in any other MBS-capable software.

When using the mobileTAN procedure, the PIN must also be used for submitting instructions and declarations of intent.

The customer may change his PIN code for Electronic Banking whenever he wishes by using a TAN.

Alternatively, the customer may request a new PIN code at any of Bank Austria's branches during business hours. The new PIN code will be given to the customer personally at Bank Austria's branch or mailed to him upon the express wish of the customer.

3.3 Transaction number (= TAN):

The TAN is a unique authentication code that is generated for each transaction, and is to be used for submitting payment instructions and other legally binding declarations of intent vis-à-vis the Bank via the Electronic Banking service. A payment instruction or declaration of intent is deemed to have been submitted when a customer uses the TAN in the designated field (and enters the PIN if s/he uses the mobileTAN procedure) and transmits the payment instruction or declaration of intent to the Bank's data processing centre.

The Bank makes available to the authorised user different TAN systems for use in Electronic Banking. If the Bank can no longer make available a TAN system used by the authorised user because

- in connection with the security of the relevant TAN system, or of the systems for which it is used, there are objective grounds for such discontinuation or

- the Bank is no longer permitted, under legal or regulatory provisions, to make available a TAN system used by the authorised user, the Bank will inform the Agreement holder of the reasons for such discontinuation and offer the Agreement holder to switch to another TAN system with a higher security standard free of charge, unless the authorised user already uses a TAN system with a higher security standard which has been activated for him/her. The Bank will inform the Agreement holder of such offer in a manner agreed with the Agreement holder for the delivery of communications under the business relationship (especially via written notice on a statement of account, or via electronic notice through the Electronic Banking service) or – unless the customer is not using one of the Bank's Internet banking products – in the customer's Internet banking mailbox) in a timely manner so that s/he receives the offer no later than two months before the proposed date of the switch to another TAN system. Such offer will be deemed to have been accepted by the Agreement holder if s/he does not object to the offer within two months of receipt of the notice.

When notifying the Agreement holder of the changes, the Bank will draw the Agreement holder's attention to the consequences of non-

objection to such changes, and to his/her right to terminate the Agreement free of charge in accordance with 12.3.

If the Agreement holder does not accept the Bank's offer and does not use his/her right to terminate the Agreement, s/he will continue to be able to use all those Electronic Banking functions for which no entry of a TAN is required.

If the customer objects to the proposed switch to a different TAN system with a higher security standard, the TAN system used by the customer will be discontinued no earlier than four months after s/he is notified of the offer to switch to a different TAN system.

Even if s/he raises an objection, the customer can switch to the proposed TAN system with a higher security standard until the TAN system used by him/her is discontinued. The customer can inform the Bank of his/her wish to switch to the proposed TAN system either personally by calling at one of the Bank's branches or in writing by regular mail.

The authorised user can decide whether s/he wishes to use a mobileTAN or a cardTAN in BusinessLine. Within the various TAN systems activated for the authorised user, s/he can decide to make alternate use of these different TANs.

b) mobileTAN:

If the authorised user uses the mobileTAN system, the mobileTAN required to sign a transaction in the BusinessLine system will be sent to his/her mobile phone via SMS (Short Message Service). The authorised user must inform the Bank before the first use of the mobileTAN system of the telephone number to which the mobileTANs are to be sent.

The authorised user can change the mobile telephone number to which the mobileTANs are sent personally in the Bank branch of his/her choosing.

For verification purposes, the SMS with the mobileTAN sent to the customer also includes information on the transaction (user number, reference code of the electronic accompanying ticket, number of transactions, control value = sum of all record totals).

A mobileTAN can only be used to sign the transaction for which it was requested and loses its validity 28 days after it is issued. If an order is changed after a mobileTAN has been requested for it, the mobileTAN sent before the change is no longer valid. A new mobileTAN must be requested. A mobileTAN is rendered invalid once it is used.

When using the mobileTAN procedure, the authorised user is required to check the data relating to the order which are sent by SMS together with the mobileTAN, to ascertain that they correspond with his/her order. The authorised user may only use the mobileTAN if such data correspond with the order.

The authorised user can receive an SMS with a mobileTAN on his/her mobile telephone only when the basic requirements for the receipt of SMS messages are met, for example,

- the telephone must be capable of receiving SMS messages,
- the service contract with the mobile communications provider must include the receipt of SMS messages, and
- the authorised user must be in an area in which his/her mobile communications provider delivers SMS messages.

b) CardTAN

If the authorised user wants to use the CardTAN system, s/he has to inform the Bank of his/her intention personally at any of the Bank's branches or by writing a letter. To use the CardTAN system, the authorised user needs an active (i.e. neither blocked nor expired) CardTAN-enabled debit card issued by the Bank (e.g. a Maestro card issued by the Bank) and a special card reader (CardTAN generator). The authorised user can buy a CardTAN generator from the Bank.

When the bank card is inserted in the CardTAN generator, specific data of the transaction to be executed via BusinessLine (or any other MBS-capable software) are recorded and processed in the CardTAN generator via an optical interface (see "Flicker" mode) or through manual input. A program stored on the chip of the bank card will then generate a CardTAN.

The authorised user must enter the CardTAN in the Electronic Banking system and the Bank will verify the validity of the CardTAN.

The CardTAN generator can be used in the "Flicker" mode or in the "manual input" mode. The Flicker mode is the simpler method. If the customer should encounter problems with the display or use of the Flicker code, s/he can switch to "manual input on the CardTAN generator", an option offered by the Electronic Banking service.

"Flicker" mode: The Bank server will transmit the transaction details needed for calculating the CardTAN from the screen of the authorised

user's input device (e.g. computer, tablet, etc.) to the CardTAN generator via optical interfaces by means of a flashing black-and-white graphic. The transaction details representing the transaction to be authorised by the authorised user will be displayed on the CardTAN generator for verification by the user. When using the CardTAN system in the "Flicker" mode, the authorised user is required to check the transmitted transaction details to ascertain that they correspond with his/her order. The authorised user may only use the CardTAN if the transaction details correspond with his/her order.

"Manual input" mode: The authorised user is required to use the CardTAN generator to enter specific transaction details from the electronic accompanying ticket. A description of the steps required for manual input is available in a help menu directly in BusinessLine or in the operating instructions of any other MBS-capable software. When using the "manual input" mode, the authorised user is required to check the input details to ascertain that they correspond with the data of the electronic accompanying ticket. The authorised user may only use the CardTAN generated for this transaction if the transaction details correspond with his/her order.

A CardTAN can only be used for executing the transaction for which it was generated. If an accompanying ticket is changed after the CardTAN was generated, this CardTAN can no longer be used.

In this case a new CardTAN must be generated with the CardTAN generator. A CardTAN is rendered invalid once it is used.

3.4 Digital signature

Alternatively to the transaction number system, the customer can also sign transaction orders and legally binding declarations of intent in the BusinessLine Electronic Banking system or using MBS software from another Austrian bank using a digital certificate after registering for this function. This digital certificate is issued by A-Trust Gesellschaft für Sicherheitssysteme im elektronischen Datenverkehr GmbH (Landstraßer Hauptstraße 5, A-1030 Vienna) and is saved on a card with the corresponding function (A-Trust card, bank card, e-card).

3.5 Personal identification details

The user code, PIN and transaction numbers form the customer's personal identification details in the Electronic Banking system.

3.6 Single password system

Bank Austria uses the single password system for its Electronic Banking services, and for some other service products which require the use of a user code. This means that a customer always receives only one user code and one PIN code, which are to be used for all accounts which the customer is authorised to use for Electronic Banking transactions (and for other service products for which a user code is required). If the user code is blocked, the customer is unable to conduct any transactions for which the user code is normally required.

4. Authentication

The customer's authority to conduct banking transactions via Electronic Banking is always verified exclusively on the basis of his personal identification details.

5. Transactions via the Electronic Banking system

5.1 When a customer submits a payment order, s/he shall provide the following details, depending on what may be required by the Electronic Banking service: (i) the International Bank Account Number/IBAN of the payee and, if appropriate, the Bank Identifier Code/BIC of the payee's financial services provider or (ii) the payee's account number and either the name, bank routing code or BIC of the payee's financial services provider. This information comprises the "customer identifier". If the customer provides information in addition to that specified as "customer identifier", the order/instruction will be executed solely on the basis of the submitted customer identifier. With the entry of the TAN and the PIN (required only for the mobileTAN procedure) in the designated fields and the transmitting to the bank server an order is regarded as placed and a declaration of intent is regarded as executed.

5.2 The time at which a transaction order is received by the Bank via Electronic Banking is the time of receipt. If a transaction is received via Electronic Banking on a day other than a business day of the Bank, or after a time close to the end of a business day, the transaction will be treated as if it had been received on the next bank business day. The Bank publishes the relevant times in the "Information of UniCredit Bank Austria AG on payment services for consumers", which it makes available electronically on its website or which it hands over to the customer in written form in its

business premises at his/her request, or which it sends to the customer by regular mail.

The authorised user can specify whether the order should be executed at a future point in time (forward order). If the desired forward date is not a bank business day, the order will be treated as if it had been received on the following bank business day.

5.3 Under the Electronic Banking system an authorised user may place as many payment orders as s/he wishes in respect of an account. Orders may however be placed only to the extent that these are covered by the drawing limit of the account.

The customer may also combine a number of payment orders and authorise these with a single TAN (and the PIN is also required if the mobileTAN procedure is used).

5.4 If instructions in the Electronic Banking system must be confirmed by two persons before they can be executed, both users must enter their personal identification details.

5.5 If Bank Austria authorises the customer to forgo the signing of orders with a TAN in the Electronic Banking system (and the PIN if the mobileTAN procedure is used), he shall submit the order list with a signature from an authorised signatory for the respective account to Bank Austria's branch that manages the account before submitting an order.

5.6 A fully authorised transfer order cannot be cancelled once it has been received by Bank Austria via the Electronic Banking system. A forward order that has been received by Bank Austria can be cancelled by the close of business of the day before the agreed execution date outside of the Electronic Banking system personally in the branch of the Bank.

5.7 Information about executed transfer orders (reference number, amount, currency, charges, exchange rate, value date) and other payments debited from an account, especially direct debits, will be reported to the customer in the statement of account.

5.8 At the moment no limits exist for signing with mobileTAN or CardTAN.

6. Utilisation of services via third-party software

The customer is also permitted to access the services via other software products by means of

which he can establish a connection with Bank Austria's data processing system. Depending on how these software products manage user permissions, the customer and any persons authorised by him can access data and information pertaining to the registered accounts.

7. Diligence obligations

7.1 The customer is required to keep PIN codes, TANs and the passwords agreed for use of Electronic Banking secret and not to disclose this information to any other persons (including Bank employees). The prohibition to disclose the PIN or the TAN does not apply to account information service providers and payment initiation service providers, whose services are used by the customer. As soon as the customer has reason to believe that another person has gained knowledge of his/her PIN or TAN, or an unauthorised use of Electronic Banking has occurred, s/he must change his/her PIN immediately and notify the Electronic Banking hotline of his/her concerns and/or of such unauthorised use (see 9.1). It is recommended that the customer changes his/her PIN regularly (e.g. every two months).

If the customer's mobile phone which is used by him/her to receive the mobileTAN is lost or stolen, it is recommended that the customer blocks his/her mobile phone immediately.

7.2 When using the mobileTAN system, the customer must check the selected information of the accompanying ticket (user number, reference code of the accompanying ticket, control sum of the accompanying ticket, number of orders) included in the SMS containing the mobileTAN to ensure that it matches the order that s/he wishes to submit, and must only use the mobileTAN if the order information matches.

When using the CardTAN system in the "Flicker" mode, the customer is required to check the transmitted data (user number, reference code of the accompanying ticket, control sum of the accompanying ticket, number of orders) to ascertain that they correspond with his/her electronic accompanying ticket. The customer may only use the CardTAN if the transaction details correspond with his/her order.

When using the CardTAN system in the "manual input" mode, the customer is required to check the data entered by him/her at the CardTAN generator to ascertain that they correspond with his/her order created in Electronic Banking. The authorised user may only use the CardTAN generated for this

transaction if the transaction details correspond with his/her order.

7.3 The customer is obligated to comply with the terms of use for Electronic Banking when using the system, and especially to correctly enter the customer identifier (see 5.1) when submitting orders and to only submit orders when the amount of the order is within the drawing limits of the respective account.

7.4 The customer is obligated to scan every physical storage medium with a virus scanner and to ensure that it is free of viruses before submitting it to Bank Austria.

7.5 When using the Electronic Banking system, the customer is obligated to comply with the user instructions for the respective service and with any printed user's instructions provided by Bank Austria.

8. Correction of unauthorised payment transactions

In the event that an unauthorised or incorrectly executed payment is debited from the Agreement holder's account, proceedings to have the payment corrected by the Bank can only be initiated when the Bank is informed of the unauthorised or incorrectly executed payment immediately as soon as the Agreement holder gains knowledge of the fact, in any case not later than 13 months after the date on which his/her account was debited, unless the Bank did not provide the Agreement holder with information on the respective transfer order or payment against his/her account (reference number, amount, currency, fees, interest, exchange rate, value date of debit) in the form agreed with the Agreement holder. This does not preclude any other claims of the Agreement holder for correction.

If the customer is not a consumer within the meaning of Section 4 (20) of the Austrian Payment Services Act, this deadline expires three months after the date on which his/her account was debited.

In the event of an unauthorised payment transaction the Bank will immediately refund the customer with the amount of the unauthorised payment transaction, in any case not later than by the end of the following business day after gaining knowledge of or being notified of the payment transaction. The refund is made by restoring the debited account to the state in which it would have been had the unauthorised payment not taken

place. The amount on the payer's payment account shall have a value date that is no later than the date on which the account was debited. If the Bank has informed the Austrian Financial Market Authority in writing that there are justified grounds for believing that the customer acted fraudulently, the Bank will immediately examine and fulfil its obligation to make a refund if the suspicion of fraud is not confirmed.

9. Blocking

9.1 Every Agreement holder and every authorised user can have his/her user code blocked as follows:

- by telephone at any time by contacting the Electronic Banking hotline, the number of which can be viewed on the website www.bankaustria.at, or
- personally or in writing at any Bank branch during the branch's opening hours.

A request to block a user code that is submitted at a branch during its business hours or at any time via the Electronic Banking hotline becomes effective immediately. Written blocking requests received by the Bank outside its business hours will be processed immediately and will take effect by no later than one hour after it next opens for business.

9.2 The Bank is authorised to block a user code independently of the Agreement holder or of the relevant authorised user if

- there are objective grounds to do so with regard to the security of the personal identification details or the systems for which they can be used;
- there is reason to believe that unauthorised orders have been submitted, or that the personal identification details have been misused in some other way.

The Bank will inform the Agreement holder and/or the authorised user of the blocking of the user code and also of the reasons for such blocking (when this is not in violation of Austrian or Community law, a court order or an order issued by an administrative authority, or objective security considerations) in the form agreed with the Agreement holder and/or the authorised user before the user code is blocked, if possible, or immediately after such blocking.

9.3 If an incorrect PIN or TAN is entered four times in succession, the user code will be blocked immediately after the fourth incorrect entry.

9.4 This block can only be lifted by way of a request made by the customer; this can be done in any manner agreed with him/her for the provision of communications (especially via the Electronic Banking hotline or at a branch of the Bank).

10. Expiry and cancellation of the authorisation

10.1 When an account is terminated, all electronic authorisations for the account expire automatically.

10.2 Every account holder can have the Electronic Banking authorisation of another account holder or an authorised user revoked at any time by submitting a written request or by visiting a Bank Austria branch. Every authorised user can have his user authorisation cancelled at any time.

Every account holder, or in the case of a joint account all account holders jointly, can terminate the Agreement at any time with no period of notice and without any charges.

10.3 Bank Austria can terminate the Agreement at any time without justification in writing with a period of notice of two months, whereby the customer must be informed of the termination in writing or by means of an agreed physical storage medium.

10.4 The Agreement can be terminated with immediate effect by the Agreement holder or the Bank for important reasons. This shall especially be the case when an authorised user has made his personal identification details available to another person.

10.5 When the Agreement expires or its termination takes effect as outlined in 10.1 – 10.4, all obligations for the satisfaction of the Bank's claims that have accrued under this Agreement until this point in time shall continue to apply in full.

11. Charges

Bank Austria makes charges for the Electronic Banking services which it provides to customers. The specific charges for the services provided to the customer will be specified in the Agreement that is concluded with the customer. Unless agreed otherwise, Bank Austria is authorised to deduct any charges that become due for payment at the end of the month in which they come due from the customer's account specified by the customer for

this purpose or from any of the customer's other accounts without separate notice.

If Bank Austria terminates the agreement with a consumer as defined in Section 4 (20) of the Payment Services Act or terminates access to a specific Electronic Banking service, the pro rata charges for the period up to the point of termination will be assessed.

If Bank Austria terminates the agreement with a customer that is not a consumer as defined in Section 4 (20) of the Austrian Payment Services Act or terminates access to a specific Electronic Banking service, Bank Austria shall be entitled to the payment of the full agreed charges for the current contract period.

12. Changes to the Terms and Conditions

12.1 Changes to these Terms and Conditions shall attain legal validity 2 months after the customer is informed of the change desired by Bank Austria in writing, provided that Bank Austria has received no written notice of objection to the changes from the customer before the expiration of this period. The customer may be informed by any means agreed with him under the business relationship, especially via written notice on a statement of account. Any agreement made with the customer on the delivery of statements and declarations from Bank Austria also applies to information on changes to these Terms and Conditions. If the customer has provided Bank Austria with no mailing address and if no agreement has been concluded on the delivery of account correspondence, the posting of the Terms and Conditions in the lobby of Bank Austria shall be decisive; the first sentence of this paragraph applies analogously.

12.2 The notification to the customer of the offer of amendments as mentioned in item 12.1 shall be sent by mail to the last address advised to the Bank by the customer (see also Section 11 (2) of the Bank's General Terms and Conditions), by e-mail to the last e-mail address advised to the Bank by the customer or – if the customer uses one of the

Bank's Internet banking products – via the customer's Internet banking mailbox. Notification by e-mail or via the Internet banking mailbox shall be made in such a way that the Bank can no longer modify the offer of amendments unilaterally and the customer may save and print the notification. If such a notification is made via the Bank's Internet banking service, the Bank will simultaneously inform the customer that the offer of amendments is available and retrievable in his/her Internet banking mailbox. This is done by sending a separate e-mail to the last e-mail address provided by the customer or a separate SMS to the mobile phone number most recently provided by the customer for receiving SMS in the context of Internet banking.

12.2a If the customer is a non-consumer within the meaning of Section 4 (20) of the Austrian Payment Services Act it is sufficient if the offer of amendments is held available for access by him/her not later than two months before the proposed date of the coming into effect of the amendments through notification on an account statement, via Electronic Banking or – if the customer uses one of the Bank's Internet banking products – via his/her Internet banking mailbox or in some other manner agreed with the customer.

12.3 In the event that such changes to the Terms and Conditions are planned, the customer who is consumer according to Section 4 (20) of the Austrian Payment Services Act, shall be entitled to terminate his account agreement and over all this agreement (see point 1.) with no period of notice before the changes take effect. The Bank shall draw the customer's attention to these options in its offer of amendments.

12.4 Items 12.1 to 12.3 shall also apply to amendments to the Agreement pursuant to item 1, where the validity of these terms and conditions have been agreed by the customer and the Bank.

12.5 Items 12.1 to 12.4 above do not apply to changes in the Bank's services and to the fees and charges payable by the customer who is a consumer within the meaning of Section 4 (20) of the Austrian Payment Services Act.