

## A GENERAL PROVISIONS

### 1 GENERAL

**1.1** SmartBanking is a telephone service provided by UniCredit Bank Austria AG (hereinafter referred to as: bank) which allows a customer, as current or securities account holder or authorised signatory, to make dispositions via the telephone, and via video telephony in particular (i.e. to make enquiries and to entrust the bank with the execution of orders for accounts and deposits). The use of video telephony is subject to the conclusion of an internet banking product with the bank (OnlineBanking or 24You, BusinessNet).

**1.2** A “SmartBanking telephone agreement” (hereinafter referred to as: the agreement) is concluded between the customer and the bank for an indeterminate period, on the basis of which the customer is entitled to use SmartBanking. This gives the customer SmartBanking authorisation for all accounts and deposits of which he is the current or securities account holder or authorised signatory. The account holder or deposit holder must agree for an authorised signatory to be issued with SmartBanking authorisation in writing or by means of a TAN within the respective internet banking product. For joint accounts/deposits, all the account-holders must agree for an authorised signatory to be issued with SmartBanking authorisation in writing or by means of a TAN within the respective internet banking product. In respect of accounts and deposits where the customer is a joint account holder or joint deposit holder, the consent of the other joint account holder or deposit holder is not required. For an account or deposit with a collective signatory right, SmartBanking authorisation is limited to obtaining account or deposit information. Orders may be placed only with unrestricted individual right of sale. The bank is not obliged to process orders that do not correspond with the investment profile it has on record in respect of the customer or customers.

### 2 DEFINITIONS

#### 2.1 User code (= user identification)

Each customer receives a single, multi-digit user code from the bank, which the bank can use to assign a customer to the accounts and deposits authorised for SmartBanking. The user code is disclosed to the customer upon signing of the agreement. The customer is not able to change the user code.

#### 2.2 PIN number (= PIN/personal identification number)

The PIN number is a five-digit number that is provided to the customer either in person in a sealed envelope at the time of signing the agreement, or by post at the customer’s express request. Each time a call is made with respect to SmartBanking, the customer must identify himself by providing the user code and two of the digits from the PIN code as requested by the bank employee. The customer may change the SmartBanking PIN code at any time. The PIN number changed by the customer must have minimum five but maximum 37 digits. The first five digits must be numbers only; the

remaining can be letters and special characters and are case sensitive. The customer may also request a PIN number in any branch of the bank during opening hours. The new PIN code will either be provided to the customer in person in a branch of his choice, or by post at the customer’s express request. If there is an internet banking agreement in place, the customer can also change the PIN number at any time by logging on to internet banking and using a TAN.

#### 2.3 Password

The password to be provided by the customer in the agreement may comprise letters, figures or a combination of letters and figures, and must not exceed 20 characters. The customer must provide the bank employee with the password during each SmartBanking disposition. At the bank’s request, the password must be spelled out. If no password or an incorrect password is provided, access to SmartBanking will be blocked until the following day. The password may be changed at any branch of the bank during opening hours, by telephone via SmartBanking or, if there is an internet banking agreement in place, electronically by logging on to internet banking.

#### 2.4 Personal identification details

In SmartBanking, the user code, PIN code and password form a customer’s personal identification details.

#### 2.5 One password system

In the context of SmartBanking, and certain other service products where a user code is provided, the bank uses the one password system. This means that a customer always receives just one user code and one PIN code which the customer uses across all accounts and deposits where the customer is authorised to use SmartBanking (and other service products where a user code is provided). If the user code is blocked, the customer cannot complete any transactions requiring the use of this user code.

### 3 AUTHENTICATION

For all business transactions within the scope of SmartBanking, the authorisation to carry out these transactions is checked exclusively on the basis of the personal identification details.

### 4 SMARTBANKING TRANSACTIONS

**4.1** Orders, information requests, declarations of knowledge and statements of intent (jointly referred to as: SmartBanking transactions) can be submitted via SmartBanking during the service times indicated in the addendum to these “SmartBanking Telephone Service Catalogue” terms and conditions, which form an integrated part of these terms of business. The SmartBanking transactions permitted by telephone can also be found in the “SmartBanking Telephone Service Catalogue” addendum.

**4.2** After establishing a telephone connection with the bank using the telephone number provided to the customer for telephone contact in the context of SmartBanking, the

customer will be asked to disclose the user code and the two digits from the five-digit PIN code as requested by the employee. The employ can then progress the disposition or request for information when the agreed password is provided. The person identification details are verified and if they are correct, the requests for information are answered and the dispositions are accepted for further processing. If after placing a telephone order, the customer sends the employee a signed order confirmation, this must be marked with the comment "telephone confirmation". If the note "telephone confirmation" is missing from the order confirmation, the bank is liable for any double execution of the order only in the event of gross negligence.

**4.3** The time at which the transaction is received by the bank via SmartBanking is the time of receipt. If this transaction is not received on a bank working day, or on a working day but after the working hours notified to the customer, this transaction will be processed as if it had been received on the next working day. The bank publishes these times under the "UniCredit Bank Austria AG payment services information for private customers" which is provided electronically on the bank's website and in written form to the customer on request either in the branches or by post.

**4.4** Transfer orders to an account can be submitted as often as required via SmartBanking. However, transfer orders may be submitted only within the scope of the account claim on the respective account until the transaction limit is reached. This transaction limit applies per day. The amount of this transaction limit is arranged between the customer and the bank in the context of an agreement and can be viewed in the "Other costs for payment transaction services" terms and conditions document and in the "SmartBanking telephone service catalogue" addendum. Changes to the transaction limits must be agreed between the bank and the customer (see exception under point 4.4.1).  
The transaction limit does not apply to transfers between the customer's own accounts. Book transfers are transfers from one account with the bank to another account with the bank each with the identical account holder or (for joint accounts) with at least one identical account holder.

**4.4.1** The customer can choose whether the order is executed with the bank's next posting run or on a date in the future (forward order). If the desired forward order date is not a bank working day, the forward order will be processed as if it had been received on the next working day.

**4.5** Authorised transfer orders received by the bank via SmartBanking cannot be revoked. However, a forward order submitted to the bank may be revoked up until 24.00 on the working day prior to the agreed processing day either via SmartBanking using the personal identification details or in person at a bank branch during opening hours.

**4.6** The Bank is entitled to execute orders which it receives via SmartBanking using the personal identification

information in the scope of a business relationship with a customer who is not a consumer as defined by § 4(20) of the Payment Services Act (Zahlungsdienstegesetz) (hereinafter referred to as: corporate customer) on the customer's account if the bank is, without fault, of the opinion that they originate from the corporate customer and if the ineffective order cannot be attributed to the bank.

## **5 DUTY OF CARE**

**5.1** The customer is obliged to keep his personal identification details secret and not disclose them to other people (including employees of the bank other than in the context of identification when using SmartBanking and provided the user code is not revealed in the context of reporting in accordance with points 5.3 and 7). If the bank has substantiated doubts concerning the identity of the ordering party, it will refuse to accept the order and provide information.

**5.2** If the customer suspects that other people have become aware of his PIN code, he must change his PIN code immediately and report his suspicion in person in a branch or via SmartBanking. The customer is advised to change his PIN number regularly (e.g. every 2 months) in accordance with point 2.2 or request a new PIN code. The customer must ensure when using his personal identification details that these cannot be spied on by third parties.

**5.3** The customer must notify the bank of any loss, theft or misuse of his personal identification details or any other non-authorised use of SmartBanking as soon as he becomes aware of this.

## **6 CORRECTION OF NON-AUTHORISED PAYMENT TRANSACTIONS**

In the event of debit entry due to an unauthorised or incorrectly executed payment transaction, the customer may at all times ask the bank to perform a correction provided he has informed the bank immediately that he becomes aware of an unauthorised or incorrectly executed payment transaction, however at the latest 13 months following the date of the debit entry, unless the bank has provided the customer with details of or given the customer access to the respective payment transfer order or the respective payment debited from his account (reference, amount, currency, fee, interest, exchange rate, value date of the debit entry) in the way agreed with him. This does not exclude other claims on the part of the customer.

## **7 BLOCKING**

**7.1** Each account holder and deposit holder and each authorised signatory has the possibility to have his user code blocked as follows:

- at any time by telephone via SmartBanking or the 24h Serviceline, the telephone number which the bank provided to the account holder or deposit holder or authorised signatory and which can be found on the website at [www.bankaustria.at](http://www.bankaustria.at) or

- in person during the bank's opening hours or in writing at any bank branch.

A block triggered within the bank's opening hours or – at any time – via the 24h Serviceline or via SmartBanking over the telephone becomes effective immediately on receipt of the blocking order. Written blocking orders received outside the bank's opening hours become effective immediately at the start of the next open period.

**7.2** The bank is entitled to block a user code without the customer's involvement or reduce the agreed transaction limit where

- this is justified on objective grounds in respect of the security of the personal identification details or the systems for which these details are used;
- there is suspicion that unauthorised orders have been submitted or of fraudulent use of the personal identification details.

The bank will inform the customer of the block or reduction in the agreed transaction limits and the reasons for this – where this does not violate national or Community legislation or judicial or administrative orders or run counter to objective security considerations – in advance where possible, but at the latest immediately after the block is imposed in the way agreed with the customer.

**7.3** If the PIN code is entered incorrectly four consecutive times, the user code will be blocked automatically with immediate effect.

**7.4** The block can be lifted only by the customer themselves in writing or in person in a branch of the bank or by telephone via SmartBanking using the personal identification details.

**7.5** If an incorrect or incomplete password is provided, this password will be blocked automatically for the duration of the day on which it entered incorrectly. This automatic block becomes effective as soon as an incorrect password is entered.

## **8 EXPIRY AND TERMINATION OF AUTHORISATION**

**8.1** If the account is terminated, all SmartBanking authorisations for the account concerned expire simultaneously. The SmartBanking authorisation of an account holder or authorised signatory also expires if his individual power of sale for the account concerned ceases. This applies equally to securities deposits.

**8.2** Each customer may terminate the agreement in writing at any time subject to a one month notice period, or within the respective internet banking product by means of a TAN, also subject to a one month notice period. Each account holder or deposit holder has the opportunity to revoke the SmartBanking authorisation of an authorised signatory in writing, or within the respective

internet banking product by means of a TAN, or in person in any of the bank's branches.

**8.3** The bank may terminate the agreement at any time without reason subject to a 2-month termination period, in which event the account holder or deposit holder must be informed of the termination in paper format or by a different agreed permanent data carrier.

**8.4** If there is an important reason, the customer and the bank are entitled to terminate the agreement with immediate effect. An important reason exists in particular where the customer provides his personal identification details to other persons.

**8.5** On deletion or termination, all obligations in relation to securities transactions and claims until this point and the obligation to cover all claims and entitlements of the bank under the current agreement remain in full effect.

**8.6** On dissolution of the customer's final account or deposit with the bank, the SmartBanking agreement between the bank and the customer is also dissolved.

## **9 FEES**

**9.1** The bank is entitled to fee for the services provided by it within the framework of SmartBanking and to reimbursement of necessary and useful expenses. The amount of these fees and reimbursements are set out in the agreement between the customer and the bank and can be viewed in the "Other costs for payment transaction services" terms and conditions document.

**9.2.1** The bank will propose changes to the fees agreed in the agreement for ongoing services to the customer in such time that he receives notification of the change at the latest two months prior to the proposed change becoming effective. The customer is considered to have granted his consent to these changes if the bank does not receive an objection prior to the proposed date of any change becoming effective. The bank will make the customer aware of this in the change proposal. The change proposal must be communicated to the customer. The ongoing services are expressly indicated in the notification of prices and terms and conditions. Any such proposal by the bank to change the fees, and in the event that the customer does not respond, may not exceed the change in the Consumer Price Index 2000 published by Statistics Austria. In the notification of change the bank must inform the customer – in addition to the extent and date of the proposed change – the date of the most recent previous change in fees and the change in the Consumer Price Index since the previous change in fees. The customer is entitled to terminate the agreement without notice and at no cost prior to the change coming into effect. The bank will also inform the customer of this in the change proposal.

**9.2.2** Notification pursuant to point 9.2.1 is generally communicated in writing to the address most recently provided by the customer (see also section 11(2) of the

bank's General Terms and Conditions). By way of derogation from this general principle, the bank will issue this notification in electronic format via the internet banking mailbox where the customer has an agreement in place with the bank for the use of internet banking. Any such electronic notification will be issued in such a way that the bank can no longer amend the change proposal unilaterally, and customer has the opportunity to save and print the notification locally. If such electronic notification is issued via the internet banking mailbox, the bank will make the customer aware that the change proposal is available and can be retrieved from the internet banking mailbox. This is done by sending a separate email to the email address most recently provided by the customer or a separate SMS to the mobile telephone number provided by the customer for the receipt of SMS messages in the context of internet banking.

**9.3 Fees and the reimbursement of expenses based on the securities transactions carried out by the customer via SmartBanking are charged to the respective selected settlement account. The amount of these fees and reimbursements can be found in the "Prices for services in securities transactions" price list and the "Terms and conditions for trading securities via the internet and SmartBanking at a glance".**

## **10 CHANGE TO THE TERMS AND CONDITIONS**

**10.1** The bank will inform the customer of changes to these terms and conditions at the latest two months prior to the proposed date of their entry into effect making reference to the provisions that are affected. The customer is considered to have granted his consent if the bank does not receive an objection prior to the proposed date of entry into effect. The bank will make the customer aware of this in the change proposal. The change proposal must be communicated to the customer.

The bank will also publish a comparison of the provisions affected by the change to the terms and conditions as well as the full version of the new terms and conditions on its website and, at the customer's request, provide these in written format in its branches or by post. The bank will refer customers to these options in its notification of the proposed change.

**10.2** Notification pursuant to point 10.1 is generally communicated in writing to the address most recently provided by the customer (see also section 11(2) of the bank's General Terms and Conditions). By way of derogation from this general principle, the bank will issue this notification in electronic format via the internet banking mailbox where the customer has an agreement in place with the bank for the use of internet banking. This electronic notification will be issued in such a way that the bank can no longer amend the change proposal unilaterally, and customer has the opportunity to save and print the notification locally. If such electronic notification is issued via the internet banking mailbox, the bank will simultaneously make the customer aware that the change proposal is available and can be retrieved from the internet

banking mailbox. This is done by sending a separate email to the email address most recently provided by the customer or a separate SMS to the mobile telephone number provided by the customer for the receipt of SMS messages in the context of internet banking.

**10.3** In the event of such an intended change to the terms and conditions, any customer who is not a consumer is entitled to terminate his framework contract for payment services, in particular this agreement or the current account agreement at no cost and without notice before the change enters into effect. The bank will make reference to this in the change proposal.

**10.4** Points 10.1 to 10.3 do not apply to the change to the bank's services and the customers' fees. Point 9 applies to the change in fees (with the exception of debt interest) unless these changes have been agreed individually with the customer.

## **B. SPECIAL PROVISIONS CONCERNING THE SECURITIES FUNCTION**

### **1 GENERAL**

The customer is entitled, using the telephone number(s) provided by the bank for the use of SmartBanking, to access deposits and accounts of which he is the deposit holder, account holder or authorised signatory, to issue, over the telephone, securities purchase orders (including exercising subscription rights) and securities sale orders (except for sales orders for blocked values) and to receive information. Other orders, in particular for transfers of securities to another securities account, securities deposits and executions, account and deposit closures and orders in connection with capital measures other than those mentioned above are not permitted by telephone. The acceptance/release of securities requiring a pledge and/or effective transfer (e.g. savings book) cannot be affected by telephone. Such orders must be issued in writing.

### **2 PLACING ORDERS AND SERVICE HOURS**

Orders can be placed via SmartBanking during the service hours notified to the customer (see Section A, point 4.1). This allows purchase and sale orders for individual securities positions in SmartBanking to be issued on the same day (intraday trading).

To meet its obligations to provide and make available, in good time, information on transactions in financial instruments which are concluded under this agreement by using a means of distance communication, the bank will send documents, in particular information on costs, statements on suitability (advisory reports) and Customer information documents (Key Information Documents = KID), as well as basic information sheets for packaged investment products for retail investors and insurance investment products (BIB) by e-mail or to the customer's internet banking mailbox at the bank.

The customer is provided with customer information documents (KID) pursuant to the Investment Funds Act (Investmentfondsgesetz) via email or for download from



the internet banking portal (can be retrieved from [online.bankaustria.at/markets&research/global securities finder/Enter fund ISIN/in the results line, click on the fund name to see the detailed page, and click on the "KID button" on this detailed page\).](https://online.bankaustria.at/markets&research/global%20securities%20finder)

The customer is entitled to request free hard copies of the KID and BIB in the bank's branches.

For transactions in financial instruments concluded using a means of remote communication, and where the information on costs and the advisory report could therefore not be issued in advance, the bank is entitled to transmit the information on costs and advisory report immediately after concluding the transaction on a permanent data carrier. The customer has the option to defer transactions so that he can receive information on costs and the advisory report prior to concluding the transaction.

Each customer receives legally binding confirmation from the bank that the order placed has been executed, and of the settlement, in the method agreed for the account post. An electronic order confirmation therefore serves solely as confirmation of acceptance of the order for processing by the bank, but not as confirmation of execution or settlement.

The issue of a purchase order in the context of SmartBanking is permitted only to the extent that the settlement account allocated to the purchase order has sufficient funds to cover the execution of the order (credit balance, agreed overdraft limit).

The customer must inform himself independently of the trading hours at the time the order is placed and the practices of the respective stock exchange. The bank accepts no liability suffered by the customer from his order not complying with the trading practices of the preferred stock exchange.

Telephone conversations that take place in the context of SmartBanking and electronic communication between the customer and the bank are recorded. A copy of the recordings of telephone conversation which result, or could result in securities purchase or sale transactions, and of electronic communication, are available to the customer on request for a period of five years (for a period of up to seven years at the request of the Financial Market Supervisory Authority).

### **3 RIGHT OF LIEN**

The securities posted to the securities account(s) selected for SmartBanking are subject to a lien on all claims to which the Bank is entitled in the respective clearing accounts in accordance with section 49 ff. of the General Terms and Condition of UniCredit Bank Austria AG. If the prices of the values deposited on the dedicated securities account(s) decrease to such an extent that a liability on the associated clearing account is no longer covered, the customer undertakes, as a current or securities account holder, to either hand over further securities in the

corresponding amount to the bank by way of a pledge within a period set by the bank, or to cover the exposure to the extent that sufficient collateralisation is restored. In agreement with the Bank and in consultation with the respective customer account manager, coverage values not required within the framework of this right of lien remain freely available to the customer. The bank expressly declares the right to block security account funds in connection with the right of lien if this is necessary to ensure receivables from the management of securities or from the other business relationship. The bank is entitled to sell the pledged securities or those which are subject to the block on securities as defined by the General Terms and Conditions of UniCredit Bank Austria AG in whole or in part if the above-mentioned variation margin or coverage is not provided or a claim asserted by the business relationship (in particular also from the management of securities) is not settled in due time.

# SmartBanking catalogue of telephone services

Our SmartBanking telephone service is available round the clock on telephone number 05 05 05-15, and offer you the following services.

- Change of place of residence/change of address.
- Change of contact details (in particular change of telephone number – except the telephone number used for the mobile TAN).
- Issue of transfers up to 10,000 euro as well as transfers between the customer's own accounts without amount limits.
- Issue/change/revocation of forward, standing, balance transfer and debit orders.
- Savings accounts: transfers from the customer's own accounts to a private account of the customer held with the bank (note: up to 500 euros residual value only for fix savings account).
- Information on account balances and securities account balances, turnover, orders and conditions for legitimate accounts and securities accounts (but not for savings books).
- Change to the securities settlement account.
- Request for confirmation of residual debt.
- Issue a block on all debit cards, savings cards and CardTAN cards issued by the bank.
- Block on card complete credit cards, Diners Club cards.
- Debit cards: Activation and deactivation of GeoControl.

## **The following services are available during the specified limited service hours:**

### **Securities account:**

- Issue of securing purchase and sale orders, including exercising subscription rights and cancelling orders (for further details, see Section B(1) "Special provisions concerning the securities function" in the SmartBanking terms and condition). These orders are accepted on Austrian banking days between 8.00 am and 4.00 pm.
- Investment advice between 8.00 am and 7.00 pm, plus of the basis of an individual appointment.

### **Sign language:**

Video calls involving an employee of Bank Austria using sign language are available from Monday to Friday from 9.00 am to 3.00 pm.

### **By individual appointment with your adviser or within your service team:**

Other advisory services.

This **information** has been produced by UniCredit Bank Austria AG, Rothschildplatz 1, 1020 Vienna (media owner and producer).

Banking that matters.

 **Bank Austria**  
Member of  **UniCredit**