

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

## **1. General Provisions**

### **1.1. Debit card Service:**

The debit card Service is a system which can be used to withdraw cash and/or make cashless payments at specially designated locations with specially issued instruments of access.

### **1.2. Contactless payments:**

A debit card displaying the "Kontaktlos" logo enables the Cardholder to make contactless and cashless payments at specially designated locations.

### **1.3. Personal code:**

The personal code of the debit card, also termed "PIN" (Personal Identification Number), is a combination of digits which the Cardholder receives in a sealed envelope. Entry of the PIN makes it possible to use the debit card Service.

### **1.4. Cardholder:**

An Account Holder who requests the Bank to issue a debit card to him/her shall sign a card application addressed to the Bank. Debit cards shall only be issued to natural persons who are authorised to sign singly on an account at the Bank as the Account Holder or as an authorised signatory. For joint accounts, the issue of debit cards to authorised signatories requires the consent of all Account Holders. The issue of a debit card to an Account Holder does not require the consent of the other Account Holders.

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

### **1.5. Application for a card, card agreement:**

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

### **1.6. Use of the debit card by the Cardholder:**

**1.6.a.** The following options for use of debit cards which have been issued for a current account with basic features (a "basic account") are only available within the European Economic Area (EEA).

#### **1.6.1. Cash dispensers (ATMs):**

The Cardholder is entitled to withdraw cash with his/her debit card and his/her PIN, up to the agreed limits, from cash dispensers in and outside Austria displaying the logo shown on the debit card. For debit cards which have been issued for a basic account, the GeoControl function for cash withdrawals outside the EEA cannot be activated.

#### **1.6.2. POS terminals:**

**1.6.2.1.** The Cardholder is entitled to pay for supplies and services provided by trading and service companies ("merchants") in and outside Austria at payment terminals displaying the 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 limits. Cash dispensers may also have the function of POS terminals. Outside Austria, it may be necessary for the Cardholder to produce his/her signature instead of entering his/her PIN. By entering his/her PIN and pressing the "OK" button, or by producing his/her signature, as the case may be, the Cardholder irrevocably instructs the Bank to pay to the merchant the amount of the invoice up to the limits agreed with the Account Holder. The Bank hereby accepts such instructions to pay.

**1.6.2.2.** Contactless payments without entry of PIN: The Cardholder is also entitled to use the card 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, without inserting the debit card and without his/her signature and/or without entering the PIN, without using cash and on a contactless basis, up to EUR 50 per transaction and up to a total amount of EUR 125.

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

After the above threshold has been reached, the Cardholder is required to enter his/her PIN to make a payment or withdraw cash. The debit card is then activated for further contactless payments.

Before using the debit card for the first contactless payment without entering the PIN, the Cardholder must have used the debit card at least once with the PIN for a payment at a POS terminal or for withdrawing cash from a cash dispenser.

#### **1.6.3. Self-service terminals:**

The debit card can be used at self-service terminals installed at the Bank to pay cash into the account, request information, give instructions and provide statements of facts and statements of intention. The debit card and the PIN can be used to make payments in euro into the account maintained at the Bank for which the debit card has been issued, and to give payment orders. Payment orders may be placed in respect of the account for which the debit card has been issued and, with the Account Holder's debit card, also in respect of other accounts maintained with the Bank where the Cardholder is the Account Holder. An authorisation instrument agreed with the Cardholder is additionally required to give other instructions and provide other legally binding statements of intention to the Bank. An instruction will be deemed to have been given, and a statement of intention will be deemed to have been provided, when such authorisation element is used.

#### **1.6.4. Proof of age**

The Cardholder can use the debit card to provide proof vis-à-vis a third party as to whether he/she is over a certain age that is relevant for the third party. The pertinent confirmation of the bank is obtained by the third party electronically with the help of the debit card which is presented by the Cardholder either personally or via dedicated technical equipment.

### **1.7. Objections arising from the underlying transaction:**

Differences of opinion and mutual claims arising from the legal relationship between the Cardholder and the contracting party in connection with supplies and services for which the

Cardholder has paid without cash using the debit card must be settled directly with the contracting party. This shall apply also, and especially, to the invoice amount. The Bank does not assume any liability for the performance of the underlying transaction by the contracting party in conformity with the applicable contractual terms and conditions.

### **1.8. Liability of the Account Holder:**

**1.8.1.** Any and all transactions made by the Cardholder using the debit card are made for the Account Holder's account.

In the case of joint accounts all Account Holders shall be jointly and severally liable for liabilities arising in connection with the debit card/cards.

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

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

In the event that a cash dispenser is used improperly four times, for example, through entry of the wrong PIN, the debit card may be withdrawn and/or rendered unusable by the cash dispenser for security reasons. In the event that a POS terminal equipped for cashless payments is used improperly four times, for example, through entry of the wrong PIN, the debit card may be withdrawn and/or rendered unusable by staff members of the merchant, or may be blocked automatically by the POS terminal.

### **1.10. Availability of the system:**

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

### **1.11. Duration of validity of the debit card, duration of the card agreement, and termination:**

#### **1.11.1. Duration of validity of the debit card:**

After conclusion of the card agreement the Cardholder receives a debit card, which shall be valid until the end of the year or month specified on the card.

#### **1.11.2. Exchange of the debit card:**

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

**1.11.3. Destruction of the bank card:** After receipt of a new debit card the Cardholder is obliged to provide for the safe destruction of the old debit card. The debit card must be destroyed not later than upon expiry of the validity period.

**1.11.4. Duration of the card agreement:** The card agreement shall be concluded for an unlimited period of time. It shall end in any event upon termination of the account relationship with the Account Holder. The Cardholder and the Account Holder may terminate the card agreement at no additional cost at any time subject to one month's notice.

The Bank may terminate the card agreement subject to two months' notice. The card agreement may be terminated with immediate effect by the Bank, the Account Holder or the Cardholder for important reasons. In derogation of the above, if a debit card has been issued for a basic account, the card agreement may be terminated by the Bank pursuant to 1.11.4a. The cancellation or early termination of the card agreement shall have no effect on the Account Holder's and Cardholder's obligations; all such obligations must be fulfilled.

1.11.4a. In derogation of 1.11.4, the Bank may terminate the card agreement concluded for a basic account if the following conditions are met:

1. the Cardholder has intentionally used the debit card for unlawful purposes;
2. the basic account has not been used for any payment transactions in more than 24 consecutive months;
3. the Account Holder has provided incorrect information to enable him/her to open the basic account; if s/he had provided correct information, s/he would have been refused the right to open the basic account;
4. the Cardholder no longer has lawful residence in the European Union;
5. the Account Holder 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 (Verbraucherzahlungskontogesetz);
6. the Account Holder or the Cardholder has been charged, pursuant to Section 210 (1) of the Austrian Code of Criminal Procedure, with a punishable offence committed to the detriment of the Bank or any of its employees;
7. the Account Holder or the Cardholder 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;
8. the Account Holder or the Cardholder has refused a change to these Customer Guidelines, which the Bank has offered to all holders of basic accounts held at the Bank or all cardholders.

In the event of termination for the reasons specified in items 2, 4, 5, 6, 7 and 8 above, the Bank shall observe a period of notice of two months. If any of the reasons for termination specified in item 1 or 3 above are applicable, the card agreement will be terminated with immediate effect.

The Bank shall terminate the card agreement in writing and shall state the reason for this measure unless such information breaches national security or the public order.

#### **1.11.5. Return of the debit card:**

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

**1.12. Delivery of and amendments to the Customer Guidelines:**

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

**1.12.2.** The notice referred to in item 1.12.1. is sent by regular post to the address last notified to the Bank by the customer (cf. Section 11 (2) of the General Terms and Conditions of UniCredit Bank Austria AG). In derogation of this procedure, the Bank will transmit the notice to the customer electronically via his/her Online Banking mailbox (e.g. OnlineBanking/24You or BusinessNet) if the customer has concluded an agreement with the Bank for use of at least one Online Banking product. This electronic notification shall be given in a way whereby the Bank is unable to modify its offer of amendments unilaterally while enabling the customer to save the notice and print it out. If such an electronic notice is transmitted via Online Banking, the Bank will at the same time inform the customer that the offer of amendments has been sent to, and can be accessed in his/her Online Banking mailbox. The Bank will inform the customer of this fact by means of a separate e-mail that is sent to the e-mail address last notified to the Bank by the customer or a separate SMS that is sent to the mobile phone number last notified to the Bank by the customer for the receipt of SMS messages in conjunction with the Online Banking service.

**1.12.3.** In the event of such intended amendments to the Customer Guidelines the Account Holder and/or Cardholder, if he/she is a consumer, shall have the right to terminate the card agreement free of charge, and without giving notice, before the amendments become effective. The Bank shall draw the Account Holder's and/or Cardholder's attention to this fact in its offer of amendments.

**1.12.4.** The items 1.12.1 to 1.12.3 apply also to amendments to the card agreement in which the application of these Customer Guidelines has been agreed between the Customer and the Bank.

**1.12.5.** The items 1.12.1. to 1.12.3. do not apply to amendments of services provided by the Bank, and to amendments of fees.

**1.13. Change of address:**

The Account Holder and the Cardholder shall be obliged to inform the Bank of any change of his/her address without delay. If the Account Holder or Cardholder fails to inform the

Bank of such a change of his/her address, written statements or communications by the Bank shall be deemed to have been received when they have been sent to the address last notified to the Bank by the Account Holder and/or Cardholder.

**1.14. Choice of law:**

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

**2. Provisions for the Debit card Service**

**2.1. Instruments of use:**

The Cardholder shall receive from the Bank the debit card and, in a sealed envelope, a personal identification number (PIN), as instruments of use. The debit card and the PIN shall be given to the Cardholder personally or, if expressly agreed with the Cardholder, shall be sent to him/her by post. The debit card and the PIN shall not be sent together. The debit card shall remain the property of the Bank.

**2.2. Agreement on and change of limit:**

**2.2.1. Agreement on limit:**

The Account Holder and the Bank agree on

- the limit per time unit (e.g. daily or weekly) up to which cash may be withdrawn from cash dispensers using the debit card, and
- the limit per time unit (e.g. daily or weekly) up to which cashless payments can be made at POS terminals using the debit card. Within the agreed limits, payments can also be made at cash dispensers with a POS function.

**2.2.2. Limit reductions by the Account Holder:** The Account Holder is entitled, without stating any reasons, to request to lower his/her limits by the Bank.

**2.3. Account cover:**

The Cardholder may, within the scope of the agreed limits, use the debit card for the purposes described in item 1.6. only to the extent that the account for which the debit card has been issued shows sufficient cover (credit balance plus overdraft facility).

**2.4. Obligations of the Cardholder:**

**2.4.1.** Keeping the debit card in a safe place, and keeping the PIN secret: **The Cardholder shall be 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 shall be kept secret. It must not be written down 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 shall be taken that it cannot be seen by any other persons.**

**2.4.3.** Reporting obligation in the case of loss or theft of the debit card:

In the event of the loss, theft, misuse, or other unauthorised use of the debit card, the Cardholder and/or the Account Holder shall inform the branch or contact the 24h ServiceLine to have the card blocked.

**2.5. Billing:**

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

## 2.6. Conversion of foreign currencies:

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

- with currencies whose exchange rate is fixed in relation to the euro, at the fixed rate for the currency concerned;
- with currencies of countries which are not members of the European Monetary Union, at the Bank Austria AustroFX exchange rate defined in 2.6.2.

**2.6.2.** The Bank Austria AustroFX exchange rate is determined on the basis of the foreign exchange selling rates of domestic and foreign credit institutions made accessible under "Marktbeobachtung" on the [www.austrofx.at](http://www.austrofx.at) website, which is operated by TeleTrader Software GmbH. The Bank Austria AustroFX exchange rate applied is determined for each foreign currency by calculating the mean value of all selling rates published for the relevant currency under "Marktbeobachtung" on [www.austrofx.at](http://www.austrofx.at) without taking into account the Bank Austria AustroFX exchange rate. At least 5 exchange rates published under "Marktbeobachtung" on [www.austrofx.at](http://www.austrofx.at) (without the Bank Austria AustroFX exchange rate) are required to determine a Bank Austria AustroFX exchange rate. If the number of exchange rates available is lower, the reference exchange rate of OANDA Corporation published under „Exchange rate info“ at [www.psa.at](http://www.psa.at), the website of PSA Payment Services Austria GmbH, will be applied.

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

**2.6.4.** The Bank shall send the Cardholder an electronic communication with the information specified in Article 3a(1) of Regulation (EC) 924/2009 immediately after receiving the Cardholder's payment order regarding a cash withdrawal at a cash dispenser or regarding a payment at a point of sale, which is denominated in a currency of the European Union other than the currency of the account for which the debit card was issued.

The customer can choose whether s/he receives the before mentioned communication by means of a push message via the Bank's mobile banking app or by e-mail sent to the e-mail address last notified to the Bank by the Cardholder.

**2.6.5.** The total currency conversion charges within the meaning of Article 2(9) of Regulation (EC) 924/2009 for local currencies of EU Member States other than the euro, as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank, can be viewed under "Exchange rate info" at [www.psa.at](http://www.psa.at).

## 2.7. Blocking:

**2.7.1.** The debit card can be blocked by the Account Holder or the respective Cardholder as follows:

- at any time by calling the 24h ServiceLine of the Bank on 050505-25 (or from outside Austria: +43 50505-25), or
- at any time by calling the card blocking hotline set up by PSA Payment Services Austria GmbH ("PSA card blocking hotline") – the telephone number for this hotline can be obtained from the notice on every cash dispenser in Austria or on the website <http://www.debitkarte.at> and it can be requested at any bank, or
- in person, in writing or by telephone at the Bank during the Bank's business hours.

A request to block a card becomes effective immediately after receipt. If a blocking is requested via the PSA card blocking hotline without indicating the bank sequential number, all debit cards issued for the account will be blocked until further notice.

**2.7.2.** The Account Holder may instruct the block on all or individual debit cards issued for his/her account to be lifted. After a blocking has been effected, a new debit card will only be issued upon written application by the Account Holder.

**2.7.3.** The Bank is authorised to block a debit card or to lower the limits agreed for the debit card without the cooperation of the Account Holder or Cardholder if

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

The Bank shall – to the extent that notification of such blocking/lowering of the limits or of the reasons for such blocking/lowering of the limits would not infringe a court order or an order issued by an administrative authority, or contravene Austrian or Community law or objective security considerations – inform the Cardholder of blocking of the payment instrument/lowering the limits and the reasons for it by using one of the methods of communication agreed with the customer, where possible, before the payment instrument is blocked/the limits are lowered and at the latest immediately afterwards.