

# Special Conditions for Transaction Cards

## Juxtaposition of the amendments

<p><b>Version October 2017</b></p> <p><b>I. General Provisions</b></p> <p><b>1. Scope of application</b></p> <p>These Special Conditions shall supplement the Bank's General Terms and Conditions. They shall apply to the use of transactions cards the Bank has issued for use</p> <ul style="list-style-type: none"> <li>at cash dispensers and for cashless payments within the framework of the payment card services respectively agreed with the Bank and highlighted by a symbol on the transaction card and the contactless function of this payment card service (section II)</li> <li>for payment with the electronic wallet within the framework of the Quick service (section III)</li> <li>in the self-service section of the Bank and of other banks (section IV)</li> <li>with other functions (section V).</li> </ul> <p><b>2. Issue and return of the transaction cards</b></p> <p>Please note: Prior to the return or destruction of the transaction card, the electronic wallet shall be discharged or any still available amount shall be used to make payments.</p> <p><b>5. Blocking, limit reduction</b></p> <p>Warning: The blocking does not work for the discharge of and the payment with the electronic wallet. Furthermore, the blocking does not work for contactless small payments without entering the personal code. Small payments can still be made after the blocking up to the maximum amount of EUR 75.00.</p> <p><b>7. Defences based on the underlying transaction</b></p> <p>Disputes and mutual claims arising from the legal relationship between the card holder and his/her contractual partner regarding deliveries and services the card holder has paid without using cash by using the transaction card or the electronic wallet shall be resolved directly with the contractual partner. This shall particularly also apply to the invoice amount. The Bank shall not be liable for the contractual settlement of the underlying transaction by the contractual partner.</p> <p><b>II. Provisions for the use of the cash dispensers and for cash-free payments within the framework of the payment card services</b></p> <p><b>3. Account coverage</b></p> <p>The card holder may withdraw cash from cash dispensers within the agreed limits; he/she may make cashless payments and charge the electronic wallet only to the extent the account for which the transaction card was issued has the required coverage (credit balance and overdraft facility).</p> <p><b>III. Additional provisions for payments with the electronic wallet in line with the Quick service</b></p> <p>Unless otherwise stipulated hereinafter, the provisions of above section II shall apply to payments with the electronic wallet in line with the Quick service. The Quick service is an electronic wallet system available across Austria that enables the charging of the electronic wallet and cashless payments with it at correspondingly highlighted points of acceptance.</p>	<p><b>Version June 2019</b></p> <p><b>I. General Provisions</b></p> <p><b>1. Scope of application</b></p> <p>These Special Conditions shall supplement the Bank's General Terms and Conditions. They shall apply to the use of transactions cards the Bank has issued for use</p> <ul style="list-style-type: none"> <li>at cash dispensers and for cashless payments, as part of the payment card service agreed with the credit institution from time to time and made visible by a symbol on the cash withdrawal card and the contactless function of such payment card service (section II),</li> <li>in the self-service area of the credit institution and of other credit institutions (section III)</li> <li>for other functions (section IV).</li> </ul> <p><b>2. Issue and return of the transaction cards</b></p> <p>Warning: Before the cash withdrawal card is returned or destroyed, any amount still loaded is to be used for payments.</p> <p><b>5. Blocking, limit reduction</b></p> <p>Please note: The blocking does not have any further effect on contactless payments of small amounts without the personal code being entered. Small amounts may continue to be paid up to a maximum amount of EUR 75.00 even after the blocking.</p> <p><b>7. Defences based on the underlying transaction</b></p> <p>Differences of opinion and mutual claims resulting from the legal relationship between the cardholder and the cardholder's contracting partner on deliveries and services paid cashless by the cardholder using the cash withdrawal card must be directly clarified with the contracting partner.</p> <p><b>II. Provisions for the use of the cash dispensers and for cash-free payments within the framework of the payment card services</b></p> <p><b>3. Account coverage</b></p> <p>The cardholder may withdraw cash from cash dispensers and receive or effect cashless payments as part of the agreed limits only to the extent that the account, for which the cash withdrawal card was issued, shows the necessary cover (balance and overdraft facility).</p> <p><b>III. Additional provisions for payments with the electronic wallet in line with the Quick service</b></p> <p>deleted</p>
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**1. Electronic wallet:**

An electronic wallet requires a storage medium. The microchip attached to the transaction card is suitable as such a storage medium. E-money in terms of the Austrian E-Money Act may be credited to the electronic wallet. The card holder may establish and use the electronic wallet of the Quick service (hereinafter referred to as “**electronic wallet**”) on this microchip according to the following provisions.

**2. Charging the electronic wallet**

The card holder may charge the electronic wallet at the charging stations marked with the Quick symbol. Charging can be made:

- with the transaction card and the personal code at cash dispensers with the Quick charging function;
- with the transaction card and the personal code at self-service charging stations for the Quick service;
- against cash payment at any bank providing a charging station for the Quick service.

The maximum amount available on the electronic wallet shall be EUR 400.00. The respectively charged amount shall be shown to the card holder during charging by the charging station and during payment at the checkouts. Charging at the cash dispensers and at self-service charging stations shall only be possible with transaction cards with POS function.

**Warning: By charging the electronic wallet, the card holder reduces the amount available to him/her within the framework of the Maestro service for payment at POS terminals.**

**3. Payments with the electronic wallet**

With a charged electronic wallet, deliveries and services of contractual companies may be paid for without using cash up to the charged amount at checkouts and machines in Austria marked with the Quick symbol and online without entering the personal code, without a signature or any other identification. The Bank does not need to prove that the payment process was authenticated, properly documented and entered and has not been impaired by a technical failure or any other incident.

By confirming the payment with the facility stipulated in the respective payment process or by merely holding the transaction card to the POS terminal or to the machine, the card holder shall irrevocably instruct the Bank to pay the amount invoiced by the contractual company to the contractual entrepreneur as far as sufficient funds are charged on the card. The Bank shall hereby accept this instruction.

**4. No information after the execution or on the refusal of a payment process**

The account holder and card holder may retrieve the amounts stored on the electronic wallet at cash dispensers or other charging stations. Neither the account holder nor the card holder shall receive any further information on the performance or non-performance of payment orders at the expense of the Quick credit balance stored on the card.

**5. Online payments with the electronic wallet**

Online payments with the electronic wallet can be made. For this purpose, the card holder requires suitable hardware (e.g. chip reader, terminal) and software. The Bank or PayLife Bank GmbH shall inform the card holder about such products on demand.

The card holder shall be entitled to pay deliveries and services of contractual companies that offer the “@Quick” payment option on their websites online and cashless up to the charged amount.

Payment processes shall only be carried out by the system if the invoice amount does not exceed the amount charged on the electronic wallet.

**6. Discharging the electronic wallet**

The electronic wallet may be discharged:

- at cash dispensers providing the Quick charging function to the account for a credit note;
- at self-service charging stations for Quick service to the account against a credit note;
- at any bank providing a charging station against disbursement of cash.

If the electronic wallet cannot be discharged or no longer used for payments due to damage, the potentially charged amount shall be claimed at the Bank. If an examination carried out in the following results in the fact that an amount was charged to the electronic wallet prior to its disabled state, such amount shall be credited to the account holder.

The Bank shall be entitled to check the identity of the person submitting the electronic wallet with every cash disbursement.

**7. Validity of the electronic wallet**

Charging the electronic wallet and payments with the electronic wallet shall be possible until 31 July 2017. Discharges of the electronic wallet shall be possible at the cash dispenser until 31 December 2017, and only directly at the Bank thereafter.

Apart from that, the electronic wallet is valid as long as the transaction card.

After the validity has expired, it is no longer possible to charge the electronic wallet.

**Please note: Prior to destruction of the transaction card, the electronic wallet shall be discharged or any still available amount shall be used to make payments.**

**8. Loss of the electronic wallet**

If the electronic wallet goes missing (e.g. loss, theft), the charged amount – just like the corresponding cash amount – is lost. Such amounts shall not be reimbursed.

Due to the technical circumstances, the electronic wallet shall not be blocked by the Bank. The blocking of the transaction card has the consequence that the transaction card may no longer be used for charging the electronic wallet. However, further payments may be made within the limit of the charged amount.

**Therefore, the card holder shall be obliged to store the electronic wallet carefully. The amount stored on the electronic wallet shall be treated like cash. A third party can use a lost electronic wallet without identifying themselves, without entering the personal code and without providing a signature.**

**IV. Self-service section****V. Other functions of the transaction card****III. Self-service section****IV. Other functions of the transaction card**