

## Attachment to the General Terms and Conditions Special Conditions for Transaction Cards

Version October 2017

### I. General provisions

#### 1. Scope of application

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

- 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)
- for payment with the electronic wallet within the framework of the Quick service (section III)
- in the self-service section of the Bank and of other banks (section IV)
- with other functions (section V).

The specific functions of the transaction shall be agreed with the Bank. The Bank shall not be obliged to enable any functions of the transaction card other than the functions agreed by it with the account holder.

#### 2. Issue and return of the transaction cards

The card holder shall receive the transaction card from the Bank, and – if required for the agreed function – a personal code in a closed envelope. The Bank shall be entitled to send the transaction card and the personal code to the card holder to the last address notified by the account holder or card holder. Transaction card and personal code shall not be sent out together.

Transaction cards shall only be issued to natural persons who are individually authorised to dispose as account holder or authorised signatory of an account of the Bank. With joint accounts, the issue of transaction cards to authorised signatories shall be subject to the consent of all account holders; the issue to one account holder shall be permitted without the other account holders' consent. Authorised signatories for whom a transaction card is issued shall co-sign the card application and therefore accept the validity of these Special Conditions.

The card holder shall be obliged to sign the transaction card immediately after receipt in the space provided. The transaction card shall be valid until the end of the year or month noted on it. If the card agreement is valid, the card holder shall receive a new transaction card in due time prior to the expiry of the period of validity. After the receipt of a new transaction card, the card holder shall be obliged to destroy the old transaction card safely and securely. The transaction card shall be destroyed after the expiry of the period of validity at the latest. If the card agreement is valid, the Bank shall be entitled to claim the transaction card back for good cause and to provide the card holder with a new transaction card.

The card agreement shall be concluded for an indefinite period of time. It shall end in all cases upon the closing of the account holder's account.

Both the account holder and the card holder may terminate the card agreement at any time by the last day of each month. Terminations issued at the last business day of a month shall only take effect at the first business day of the following month.

The Bank may terminate the card agreement with a 2 months' period of notice. If there is a good cause, the card agreement may be cancelled with immediate effect.

Existing obligations of the account and card holder shall not be affected by the termination or early cancellation and shall be met.

Upon termination of the account relationship, all transactions cards issued for the account, and upon termination of the card agreement, the respective transaction card shall be returned without delay.

Ongoing periodical fees for using the transaction card shall be reimbursed to the account holder, who is a consumer, on a pro rata basis upon termination of the card agreement. This shall not apply to one-off fees for the creation and delivery of the transaction card accruing for the issue of the transaction card.

**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.**

The transaction cards shall remain the property of the Bank.

#### 3. Account holder and card holder

The Special Conditions shall govern the legal relationship between the holder of an account for which transaction cards are issued as well as the respectively authorised owner of this transaction card (card holder) on the one hand and the Bank on the other hand.

#### 4. Storage of the transaction card and confidentiality of the personal code

The card holder shall be obliged, also in his/her own interest, to keep the transaction card safe. It shall not be permitted to pass the transaction card on to third parties.

The personal code shall be kept confidential. It must not be noted on the transaction card. The personal code must not be disclosed to any person; this shall particularly include relatives, employees of the Bank, other account holders and other card holders. When using the personal code, care shall be taken that it is not spied out by third parties.

#### 5. Blocking, limit reduction

The blocking of a transaction card may be ordered by the account holder or the affected card holder as follows:

- at any time via an emergency number established for this purpose by Payment Services Austria GmbH ("PSA emergency number") (this phone number can be found labelled on every cash dispenser in Austria and/or can be found on the website [www.bankomatkarte.at](http://www.bankomatkarte.at) and requested from any bank); or
- during the Bank's respective opening hours.

In the aforementioned cases, a blocking shall become effective immediately after the receipt of the blocking order.

A blocking without stating the card sequence number shall effect the blocking of all transaction cards issued for this account until further notice.

The account holder shall be entitled to effect the cancellation of the blocking of transaction cards and/or individual transaction cards for his/her account. After the effective blocking, a new transaction card shall be prepared solely on the basis of a written order by the account holder.

The Bank shall be entitled to block the transaction card without the cooperation of the account holder or the card holder if

- (i) this is justified by objective reasons in connection with the security of the transaction card or of the system that may be used by it;
- (ii) unauthorised or fraudulent use of the transaction card is suspected; or
- (iii) the account holder has failed to meet his/her payment obligations in connection with a credit line linked to the transaction card (overrun or overdraft); and
  - either the fulfilment of these payment obligations is jeopardised due to a deterioration or threat to the financial situation of the account holder or a co-debtor, or
  - the account holder has become insolvent or his/her insolvency is imminent.

In the cases (i) and (iii), the Bank shall also be entitled to reduce the limits agreed on the transaction card without the cooperation of the account holder or card holder.

A blocking for the security reasons stated above under (i) may also only refer to specific countries for protection from the misuse of spied out card details. The extent of such blocking can be found on the Bank's website. In this case, the card holder shall have the option to have the blocking cancelled for one or several of the blocked countries in order to enable the actual use of the transaction card in such countries.

**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.**

## 6. Use of the transaction card by the card holder or unauthorised third parties

All dispositions of the card holder by using the transaction card shall be made for the account holder's account.

Entrepreneurs shall be liable for damage incurred by the Bank due to the violation of the duties of care set out in these conditions by the holder of a card issued for the account of the entrepreneur for every type of fault of the card holder; the liability amount shall not be limited.

## 7. Defences based on the underlying transaction

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.

## 8. System availability

**Warning:** Technical problems beyond the Bank's control may occur with the acceptance of the transaction cards, particularly abroad. Also, the functionalities of the points of acceptance or of the transaction cards may be impaired due to manipulations by third parties. **In such cases, the personal code must not be passed on to third parties either.** It is recommended having other means of payment available, particularly during travels. In the stated cases, account debiting may be delayed as well.

## 9. Amendments to the card agreement or the Special Conditions

Amendments to the card agreement and these conditions not affecting the Bank's services or the fees shall be offered to the Client by the Bank as governed below by stating the affected conditions. In doing so, the provisions affected by the amendment quotation and the suggested amendments are presented in a juxtaposition (hereinafter referred to as "juxtaposition"). The Bank shall publish the juxtaposition as well as the full version of the new conditions on its website. The Bank shall call the Client's attention thereto in the amendment proposal. The account holder's consent shall be deemed given if the Bank does not receive an objection from the account holder prior to the proposed date of the offered amendment's entry into force. The Bank shall inform the account holder thereof in the amendment quotation as well.

The amendment quotation and the juxtaposition shall be sent to the Client, who is a consumer, by the means agreed with it (e-mail, post or to the electronic banking mailbox of the Client agreed with the Bank (hereinafter referred to as "Electronic Banking Mailbox"). As from service – also in the Electronic Banking-Mailbox – the amendment quotation and the juxtaposition can no longer be changed by the Bank. If sent by e-mail and to the Electronic Banking Mailbox, the Client can save the amendment quotation and the juxtaposition electronically and/or print them out. The Client shall be informed separately about the service to the Electronic Banking Mailbox. This information shall be provided by post or – if agreed with the Client – to an e-mail address notified by the Client. The amendment quotation plus juxtaposition and, in case of service to the Electronic Banking Mailbox, the notification thereof shall be received by the Client no later than two months prior to the suggested effective date of the amendments.

In dealings with an entrepreneur, it shall be sufficient to serve the amendment quotation to the Electronic Banking Mailbox no later than two months prior to the suggested effective date of the amendments or to keep it available on demand.

Clients who are consumers have the right to cancel their framework agreements for payment services (in particular their current account contract) or even only the card contract at no charge prior to the amendment's entry into force. The Bank shall call the Client's attention thereto in the amendment proposal as well.

Amendments to services and fees are governed in section 43 to 47a of the General Terms and Conditions.

## II. Provisions for the use of the cash dispensers and for cash-free payments within the framework of the payment card services

### 1. Card holder's rights

#### 1.1. Cash withdrawal

The card holder shall be entitled to withdraw cash at cash dispensers in Austria and abroad that are labelled with a payment card service symbol printed on the transaction card by means of the transaction card and the personal code up to the limit for cash withdrawals agreed with the account holder.

#### 1.2. Cashless payments

The card holder shall be entitled to pay without using cash at checkouts highlighted with the payment card service symbol printed on the transaction card (hereinafter referred to as “**POS terminals**”) with the transaction card and the personal code for deliveries and services of trading and service companies (hereinafter referred to as “contractual companies”) in Austria and abroad up to the limit agreed with the account holder. Abroad, a signature may need to be given instead of entering the personal code. By entering the personal code and – where required at the POS terminal – confirming with the “OK” button and/or by providing his/her signature, the account holder shall irrevocably instruct the Bank to pay the invoice amount within the limit agreed for this purpose with the account holder to the respective contractual company. The Bank shall hereby accept this instruction.

#### 1.3. Contactless function

At POS terminals labelled with the contactless function symbol of the payment card service printed on the transaction card, the card holder shall also be entitled to pay deliveries and services of contractual companies in Austria and abroad up to the amount of EUR 25.00 per individual transaction cashless with the transaction card without inserting the transaction card, without providing a signature and/or entering the personal code by merely holding the transaction card to the POS terminal. With small payments up to the amount of EUR 25.00 per individual transaction, the card holder irrevocably instructs the Bank to pay the invoice amount to the respective contractual company by merely holding the transaction card to the POS terminal of the contractual company. The Bank shall hereby accept this instruction.

For reasons of security, the sum of the amounts that may be paid in consecutive transactions without entering the personal code shall be limited to EUR 125.00 in total. After this limit is reached, the card holder shall make a payment or withdraw cash by entering the personal code in order to enable further small payments.

Prior to the first use of the transaction card within the framework of the contactless function without entering the personal code, it must be activated by inserting it into a POS terminal or a cash dispenser and by entering once any 4-digit number.

### 2. Limit

The account holder and the Bank shall agree up to what limit per time unit (e.g. daily, weekly or monthly) by using the transaction card

- cash may be withdrawn from cash dispensers (above item II.1.1), and
- cashless payments may be made at POS terminals (above item II 1.2).

For the cash dispensers available at the Bank itself (see below under item IV.1), separate withdrawal options may be agreed to which the aforementioned limits do not apply. Withdrawals made in line with these separate withdrawal options shall not be credited to the maximum amount that may be withdrawn within the framework of the payment card service.

**This results in an increase of the account holder's overall risk in case of misuse.**

The account holder shall be entitled to prompt the reduction of the limit at the account-holding branch without stating any reasons.

Item I.6 of these Special Conditions shall apply to the amendment of the limit by the Bank.

### 3. Account coverage

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).

### 4. Statement

#### 4.1. Account debiting

Cash withdrawals and cashless payments made with the transaction card shall be debited from the account and notified in the form agreed with the account holder for the receipt of statements.

#### 4.2. Foreign currency

If cash withdrawals and/or cashless payments are charged at POS terminals abroad, the respective amount in foreign currency shall be converted as follows:

- at the respective fixed rate with national currency units fixed at the Euro.
- with currencies of states that are not Member States of the European Monetary Union at the foreign exchange rate determined as described in the following.

The foreign exchange rate is determined on the basis of the currency sell rates of Austrian and foreign banks made publicly accessible at the website operated by Teletrader Software GmbH [www.austrofx.at](http://www.austrofx.at).

The invoiced foreign exchange rate shall be formed for every foreign currency from the average of all currency sell rates compared to such foreign currency at [www.austrofx.at](http://www.austrofx.at) without taking into account the rates of the banks of the banking group the Bank is a member of.

At least 5 rates published at [www.austrofx.at](http://www.austrofx.at) are required for the determination of a foreign exchange rate (without taking into account the rates of the banks of the banking group the Bank is a member of). If less rates are available, the reference exchange rate of OANDA Corporation accessible on the PSA Payment Services Austria GmbH homepage [www.psa.at/kursinfo](http://www.psa.at/kursinfo) shall apply.

The foreign exchange rates may be requested from the Bank or accessed at [www.psa.at/kursinfo](http://www.psa.at/kursinfo). The exchange date for the conversion

shall be the day when Payment Services Austria GmbH, via which such payments are processed, receives the debit entry. The exchange rate as well as the exchange rate date shall be notified to the account holder in the form agreed for the receipt of statements.

### III. Additional provisions for payments with the electronic wallet in line with the Quick service

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.

#### 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

The self-service facilities mentioned in this section, which are provided by the Bank during and also outside the Bank's opening hours, may be operated by the transaction card issued by the Bank.

### 1. Cash dispensers

The regulations of section II shall apply to cash dispensers that are available outside the payment card service in the Bank itself. If separate withdrawal options are agreed for the cash dispensers provided in the Bank itself, the limits agreed for the payment card services shall not apply. Withdrawals made in line with these separate withdrawal options shall not be credited to the maximum amount that may be withdrawn within the framework of the payment card service.

**This results in an increase of the account holder's overall risk in case of misuse.**

### 2. Statement printer

If the account holder has agreed on the use of the statement printer with the Bank, the following shall apply: The card holder may print out statements on the account for which the transaction card was issued by means of the transaction card at the self-service facilities installed in the Bank.

Irrespective of this option, account statements may also be sent or kept in deposit by the account-holding bank.

The Bank shall not be liable for damage arising from late, improper or failed collection or service. With the collection/retrieval by means of the statement printer, however, in any case after the expiration of six weeks after the notice is made available, the consequences of delivery of the account-related notice shall take effect and any applicable periods for objections to the notices of the Bank shall begin. The account holder shall be obliged to regularly collect/retrieve by means of the statement printer.

### 3. Self-service terminals for making payments, transfers and account queries

Terminals set up in the Bank may be operated by transaction cards for making payments, account queries (including processed transactions and prebooked orders) and transfer orders. For issuing transfer orders via a self-service terminal, the authorisation by signature or the entry of the personal code shall be required in addition.

Payments made via the self-service terminals shall – irrespective of the first check carried out by the terminal – only be accepted subject to the later check of the paid-in banknotes' authenticity.

The account balance shown when making an account query at a terminal may include account movements prebooked as non-binding advice notes that may be reversed at any time, even if they affect credit notes. Only such account statements that are provided in writing or electronically as agreed shall be binding.

All remittance orders given to the Bank via a self-service terminal by using the transaction card and the personal code shall be carried out on the account holder's account if the account is sufficiently covered and a limit potentially agreed for this purpose is not exceeded. Item I 8. of these Special Conditions shall also apply to this function. The limits agreed with the account holder for the payment card service shall not apply to the remittance orders here addressed.

## V. Other functions of the transaction card

Transaction cards are also used as proof of authorisation for the collection of mail kept in deposit of the Bank. The Bank shall not be obliged to demand other means of identification before providing the mail.

Transaction cards the signature of which by the card holder is stipulated shall also be used for checking the signatures on orders personally issued to the Bank by the card holder. If the card holder withdraws cash from a bank other than the card-issuing bank, the bank making the disbursement shall check the card holder's signature by means of such transaction card.

Other functions of the transaction card (for example, for accessing safes) shall be agreed between the Bank and the account holder.