

AMENDMENT OF THE CUSTOMER GUIDELINES DEBIT CARD SERVICE AND CONTACTLESS FUNCTION  
Version January 2016-December 2022

All person-related language in these Customer Guidelines is intended to refer to all genders.

CUSTOMER GUIDELINES FOR THE CARD SERVICE, THE CONTACTLESS FUNCTION AND THE QUICK SERVICE

PREVIOUS VERSION (JANUARY 2016)

These Customer Guidelines govern the legal relationship between the holder of an account (hereinafter: Account Holder) for which bank cards have been issued and each authorised holder of such a bank card (hereinafter: Cardholder) on the one hand and Bank Gutmann Aktiengesellschaft (hereinafter Bank) on the other.

**1. General Provisions**

**1.1. Card Service** The Card Service is a worldwide system which can be used to withdraw cash and/or make cashless payments at specially designated points of acceptance with specially issued instruments of access.

**1.2. Contactless function** Bank cards bearing the "contactless" symbol may be used by the Cardholder for contactless cash withdrawals and to make payments without cash at designated points of acceptance worldwide.

**1.3. Quick Service** The Quick Service is an Austria-wide electronic purse system that enables users to load the electronic purse and to make cashless payments using the electronic purse at designated points of acceptance.

**1.4. Personal code** The personal code, also referred to as the PIN code (personal identification number), is a combination of digits which the Cardholder receives for each card in a sealed envelope. Entry of the personal code on POS terminals and cash dispensers enables use of the Card Service (including loading of the Quick electronic purse).

**1.5. Account Holder** An Account Holder who requests the Bank to issue a bank card shall complete a card application addressed to the Bank.

All Account Holders shall be jointly and severally liable for any obligations arising from the use of the bank card/s. Whenever the term Account Holder is used below, this shall mean all Account Holders when referring to joint accounts.

CUSTOMER GUIDELINES FOR THE DEBIT CARD SERVICE AND THE CONTACTLESS FUNCTION

NEW VERSION (DECEMBER 2022)

These Customer Guidelines in conjunction with the agreements set out in the Client Order and the current Price Display govern the contractual relationship (hereinafter "Card Agreement") between the Bank Gutmann Aktiengesellschaft (hereinafter "Bank") as the issuer of the debit card and each authorised holder of such a debit card (hereinafter "Cardholder") as well as the holder of an account for which debit cards have been issued (hereinafter "Account Holder").

The Customer Guidelines and the Terms and Conditions shown in the Card Agreement shall apply if their applicability has been agreed between the Bank and the Cardholder as well as Account Holder.

**1. General Provisions**

**1.1. Debit Card Service** The Debit Card Service is a worldwide system which can be used to withdraw cash and/or make cashless payments at specially designated points of acceptance with specially issued instruments of access (hereinafter "debit card").

**1.2. Contactless/NFC function** Debit cards bearing the "contactless" symbol may be used by the Cardholder to make contactless cashless payments and cash withdrawals at designated points of acceptance worldwide.

**1.3. Points of acceptance** Points of acceptance are cash dispensers and POS terminals marked with the logo displayed on the debit card from which cash can be withdrawn or at which cashless payments can be made to trading and service companies.

**1.4. Personal Code** The personal code, also referred to as the PIN code (personal identification number), is a combination of digits which the Cardholder receives for each card. Entry of the personal code on POS terminals or cash dispensers enables use of the Debit Card Service.

**1.5. Account Holder** An Account Holder who requests the Bank to issue a debit card shall complete a card application addressed to the Bank.

All Account Holders shall be jointly and severally liable for any obligations arising from the use of the debit card(s). Whenever the term Account Holder is used below, this shall mean all Account Holders when referring to joint accounts.

**1.6. Cardholder** The Account Holder may apply for issuance of a bank card for himself/herself and third parties authorised to operate and sign on his/her account. Such other parties shall co-sign the card application and accept these Customer Guidelines.

**1.7. Application for a card, card agreement** If the Bank accepts the application for a card signed by the Account Holder, the card agreement comes into effect. The card application shall in any case be deemed accepted upon delivery of the bank card to the Cardholder.

**1.8. Use of the bank card by the Cardholder**

**1.8.1. Cash dispensers:** The Cardholder is entitled to withdraw cash with his/her bank card and his/her PIN, up to the agreed limit, from cash dispensers in and outside Austria displaying the logo shown on the bank card.

**1.8.2. POS terminals:** The Cardholder is entitled to pay for supplies and services provided by trading and service companies (hereinafter "Merchants") in and outside Austria at payment terminals displaying the logos shown on the bank card (point-of-sale terminals; hereinafter "POS terminals") with his/her bank card and the entry of his/her PIN, without cash, up to the agreed limit. Cash dispensers may also have the function of POS terminals. Outside Austria, the Cardholder may have to produce his/her signature instead of entering his/her personal code. By entering the personal code 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 limit agreed with the Account Holder. The Bank hereby accepts such instructions to pay.

**1.8.3 Low-value payments without entering the PIN** (if offered to or agreed with the Account-/Cardholder): At POS terminals displaying the "contactless" symbol, the Cardholder is also entitled to make contactless and cashless payments of amounts of up to EUR 25,- per transaction for goods and services supplied by Merchants domestically and abroad, without inserting the bank card and without signature and/or PIN, by simply holding the bank card against the POS terminal.

By holding the bank card against the POS terminal when making low-value payments up to EUR 25,- 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.

For security reasons, the sum total of consecutive low-value payments without entry of a PIN is limited to EUR 125,-. After reaching this limit, the Cardholder has to make a payment or withdraw cash using his/her PIN in order to enable further low-value payments.

**1.6. Cardholder** The Account Holder may apply for issuance of a debit card for themselves and third parties. The Account Holder shall co-sign the Cardholder's card application.

**1.7. Application for a card, Card Agreement** The Card Agreement takes effect upon delivery of the debit card to the Cardholder (Section 864 (1) ABGB (the Austrian General Civil Code)).

**1.8. Use of the debit card by the Cardholder**

**1.8.1. Cash dispensers:** The Cardholder is entitled to withdraw cash up to the limit agreed in the Card Agreement from cash dispensers in and outside Austria displaying the logo shown on the debit card by means of the debit card and the PIN or contactless by holding the card near the card reader.

**1.8.2. POS terminals:** The Cardholder is entitled to pay for supplies and services provided by trading and service companies (hereinafter "Merchants") in and outside Austria at payment terminals displaying the logos shown on the debit card (point-of-sale terminals; hereinafter "POS terminals") by means of the debit card and entry of the PIN, without cash, up to the agreed limit. Cash dispensers may also have the function of POS terminals. Outside Austria, the Cardholder may have to produce their signature instead of entering their PIN. By entering the personal code and pressing the "OK" button or by holding the debit card contactless near the card reader or by signing, as the case may be, the Cardholder irrevocably instructs the Bank to pay to the Merchant the amount of the invoice up to the limit agreed with the Account Holder. Once the OK button has been pressed or the debit card has been held contactless near the reader or the signature produced, the instruction to pay cannot be revoked. The Bank hereby accepts such instructions to pay.

**1.8.3. Low-value payments without entering the PIN:** At POS terminals displaying the "contactless" symbol shown on the debit card, the Cardholder is also entitled to make contactless and cashless payments of amounts of up to EUR 50.00 per transaction for goods and services supplied by Merchants domestically and abroad, without inserting the debit card, signing and/or entering the PIN, by simply holding the debit card against the POS terminal.

By holding the debit card against the Merchant's POS terminal when making low-value payments of up to EUR 50.00 per transaction, the Cardholder irrevocably instructs the Bank to pay the invoice amount to the relevant Merchant. Once the debit card has been held against the POS terminal the instruction to pay cannot be revoked. The Bank hereby accepts such instructions to pay.

For security reasons, the sum total of consecutive low-value payments without entry of a PIN is limited to EUR 125.00. After reaching this limit, the Cardholder has to make a cashless payment or withdraw cash using their PIN in order to be able to make further low-value payments.

1.8.4. **Electronic purse (Quick Service):** The Cardholder is entitled to load the electronic purse and make cashless payments for goods and services provided by Merchants in Austria at POS terminals and machines displaying the Quick symbol as well as on the Internet without entering his/her personal code, and without his/her signature or any other identification, up to the amount loaded.

**1.9. Objections arising from the underlying transaction** Differences in opinion or 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 bank card or the electronic purse must be settled directly with the contracting party. This shall also apply, and in particular, 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.

#### 1.10. Fees

1.10.1. Fee agreement: The Bank is entitled to charge fees to the Account Holder for the issuance of the bank card as well as for the provision of the relevant functions and their use by the Cardholder; the amounts of such fees shall be agreed with the Account Holder. The fees are stated in the Price Display available for public inspection on the premises of the Bank, the Fee terms sheet agreed with the client, if applicable, and the application form for the bank card. The Bank is entitled to debit the respective amount of the fee to the account for which the bank card has been issued.

1.10.2. Changes to the fees: Changes to the fees agreed with the Account Holder may be carried out pursuant to Sections 41 et seq of the General Terms and Conditions of Bank Gutmann Aktiengesellschaft.

1.8.4. Deleted.

**1.9. Objections arising from the underlying transaction:** Differences in opinion or mutual claims arising from the legal relationship between the Cardholder and **their** 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 also apply, and in particular, 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.

#### 1.10. Changes to fees and services

1.10.1. Fee agreement: The Bank is entitled to charge fees to the Account Holder for the issuance of the **debit** card as well as for the provision of the relevant functions and their use by the Cardholder; the amounts of such fees shall be agreed with the Account Holder **in the Card Agreement**. The Bank is entitled to debit the respective amount of the fee to the account for which the **debit** card has been issued.

**1.10.2. Changes to fees and services in respect to entrepreneurs:** **In business with entrepreneurs, the Bank may change fees charged for permanent services from the Account Holder, taking into account all relevant circumstances (including in particular changes in the legal and regulatory framework, changes in the money or capital markets, changes in refinancing costs, changes in personnel and other administrative expenses, changes in the consumer price index, etc.) at its reasonable discretion. The same shall apply to changes to other services provided by the Bank to the Account Holder and/or Cardholder due to a change in legal requirements, the security of Bank operations, technological development or a substantial decline in the use of a service resulting in a significant impairment of cost recovery.**

**Any changes beyond those specified in the subsection above to services by the Bank or fees payable by the Account Holder, the introduction of new remunerable services and of new fees for services previously agreed, shall be offered to the Cardholder and/or Account Holder by the Bank no later than two months prior to the date of their proposed entry into force, indicating the changes proposed and/or the introduction of services or fees. The Cardholder and/or Account Holder is deemed to have accepted the changes offered and the services and fees to be introduced unless the Bank has received a written objection from the Cardholder and/or Account Holder before the effective**

date proposed. The offer to change and/or introduce services or fees shall be notified to the Cardholder and/or Account Holder. Such notification to the Cardholder and/or Account Holder shall be made by post to the last address notified by the Cardholder and/or Account Holder (see item 1.16.) and/or by electronic notification in any form effectively agreed with the Cardholder and/or Account Holder. Notification is deemed to have been given also if the offer relating to the change and/or introduction of services and fees is made available for viewing in a manner agreed with the Cardholder and/or Account Holder. In its notice offering the change and/or introduction of services or fees, the Bank will point out to the Cardholder and/or Account Holder that the Cardholder and/or Account Holder will be deemed to have accepted the change or introduction unless the Bank has received a written objection from the Cardholder and/or Account Holder before the effective date proposed for the change or introduction.

**1.10.3. Changes to fees charged to consumers:** Changes to fees for permanent services agreed in a Card Agreement will be offered to the Account Holder by the Bank no later than two months before the date of their proposed entry into force, indicating the changes. The consent of the Account Holder to the changes proposed shall be deemed given unless the Bank receives an objection from the Account Holder prior to the proposed entry into force. The offer to change fees shall be notified to the Account Holder. Such notification to the Account Holder shall be made by post to the last address notified by the Account Holder (see item 1.16.) and/or by electronic notification in any form effectively agreed with the Account Holder. In its offer to change fees, the Bank will inform the Account Holder of the extent and timing of the change to fees proposed, pointing out that the Account Holder will be deemed to have consented to the change in fees unless the Bank receives an objection from the Account Holder prior to the proposed entry into force of such change. In case of such an intended change to fees, the Account Holder is entitled to terminate their Card Agreement without notice and free of charge prior to such change taking effect. The Bank will inform the Account Holder of this option in its notice offering the change to fees.

In the manner set out in the subsection above, fees agreed with the Account Holder may be changed in accordance with the development of the national consumer price Index 2020 (Verbraucherpreisindex, VPI) as determined and published by Statistik Austria or in accordance with any index replacing it, with commercial rounding of amounts to full cents. The calculation of such changes shall be based on the VPI value of 100 for the year 2020. Changes shall be based on the average development of the VPI during the preceding calendar year and shall be effected at 1st of July of the following year. If a change to fees was not offered following a change in the index level of the annual average, the right to offer a change in the subsequent years shall not be lost. This shall also apply when a change to fees is not based on the full change of the index. Changes to fees that have not been carried out may be taken into account when making changes in subsequent years.

**1.10.4. Changes to permanent services for consumers** Changes to permanent services to be rendered by the Bank to the Account Holder and/or Cardholder shall be offered by the Bank to the Account Holder and/or Cardholder no later than two months before their proposed entry into force, indicating the change. The Account Holder and/or Cardholder is deemed to have accepted the changes offered unless the Bank has received an objection from the Account Holder and/or Cardholder prior to the date of the proposed entry into force. The offer to change permanent services shall be notified to the Account Holder and/or Cardholder. Such notification to the Account Holder and/or Cardholder shall be made by post to the last address notified by the Account Holder and/or Cardholder (see item 1.16.) and/or by any form of electronic notification effectively agreed with the Account Holder and/or Cardholder. In its offer to change a permanent service, the Bank shall inform the Account Holder and/or Cardholder that the Account Holder and/or Cardholder will be deemed to have accepted the change to the permanent service unless the Bank has received an objection from the Account Holder and/or Cardholder before its proposed entry into force. In case of such an intended change to permanent services the Account Holder and/or Cardholder shall be entitled to terminate their respective Card Agreement without notice and free of charge prior to such change taking effect. The Bank will inform the Account Holder and/or Cardholder of this option in its offer to change permanent services.

A change to permanent services to be rendered by the Bank to the Account Holder and/or Cardholder may be effected in the manner set out in subsection above only if the change is objectively justified taking into account all circumstances (including in particular a change in actual customer requirements, legal and regulatory requirements, the security of Bank operations, technological development or a substantial decline in the use of a service resulting in a significant impairment of cost recovery). Such objective justification exists only if the change in services offered results in

- an expansion of the services rendered by the Bank or a reasonable reduction of services rendered by the Bank to the Account Holder and/or Cardholder
- and no disproportionate changes in material rights and obligations to the benefit of the Bank.

**1.11. Liability of the Account Holder for Cardholder transactions** Any and all transactions made by the Cardholder using the bank card are made for the Account Holder's account. Entrepreneurs shall be liable up to limit agreed with Account-/Cardholder 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.

**1.11. Liability of the Account Holder for Cardholder transactions** Any and all transactions made by the Cardholder using the debit card are made for the Account Holder's account. **This shall also apply if the Cardholder has not yet reached the age of 18, regardless of whether the legal transaction closed by using the debit card is invalid due to the Cardholder being under age.** Entrepreneurs shall be liable up to the account/card limit agreed for any losses or damage incurred by the Bank as a result of violations, by holder(s) of a card issued for the entrepreneur's account, of the obligations to exercise due care and diligence set out in these Customer Guidelines, regardless of the kind of infraction **committed by** the Cardholder.

**1.12. Improper use of a cash dispenser or POS terminal equipped for cashless payments** If a cash dispenser or POS terminal is used improperly by entering a wrong personal code four times in succession, the bank shall, for security reasons, be entitled to confiscate the bank card and render it unusable.

**1.13. Availability of the system – Please note:** Operating systems may be interrupted for technical reasons beyond the control of the Bank, impairing acceptance of bank cards. Manipulation by third parties may likewise cause restricted operability of points of acceptance or bank cards. **Even in such cases, the personal code must not be disclosed to third parties.** Cardholders are advised to carry alternative means of payment with them, especially when travelling.

**1.14. Duration of validity of the bank card, duration of the card agreement, and termination**

1.14.1. Duration of validity of the bank card: After conclusion of the card agreement the Cardholder receives a bank card, which shall be valid until the end of the year or month specified on the card.

1.14.2. Exchange of the bank card: If a valid card agreement exists, the Cardholder will receive a new bank card in good time before the expiry date of his/her existing card. As long as the card agreement is valid, the Bank is furthermore entitled to demand the return of the bank card for good cause and issue a new card to the Cardholder.

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

**Warning: Before destruction of the bank card the electronic purse must be unloaded or any loaded amount must be used for payments.**

1.14.4. 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/or 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. For good cause, the card agreement may be terminated with immediate effect by the Bank, the Account Holder and/or the Cardholder. Regular periodical fees for the use of the bank card will be refunded to an Account Holder having the status of a consumer on a pro-rated basis. This does not apply to one-off fees for the production and delivery of the bank card charged upon issuance of the bank card. 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.

**1.12. Improper use of a cash dispenser or POS terminal equipped for cashless payments** If a cash dispenser or POS terminal is used improperly by entering a wrong personal code four times in succession, the Bank may have the debit card confiscated and rendered unusable for security reasons.

**1.13. Availability of the system – Please note:** Operating systems may be interrupted for technical reasons beyond the control of the Bank, impairing acceptance of debit cards. Manipulation by third parties may likewise cause restricted operability of points of acceptance or debit cards. **Even in such cases, the personal code must not be disclosed to third parties.** Cardholders are advised to carry alternative means of payment with them, especially when travelling.

**1.14. Duration of validity of the debit card, duration of the Card Agreement, and termination**

1.14.1. 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 month of the year specified on the debit card.

1.14.2. Exchange of the debit card: The Cardholder instructs the Bank to send them a new debit card in good time before the expiry date of their debit card. **Such instruction is not effective if the Card Agreement ends before the expiry date due to its termination by the Cardholder or the Bank.** As long as the Card Agreement is valid, the Bank is furthermore entitled to demand the return of the debit card for good cause and issue a new debit card to the Cardholder.

1.14.3. Destruction of the debit card: The Cardholder is urgently recommended to arrange for the safe destruction of the expired debit card upon receipt of a new debit card and/or, at the latest, after the expiry date of a debit card.

1.14.4. Duration of the Card Agreement: The Card Agreement is concluded for an unlimited period of time. It shall end in any event upon termination of the account relationship with the Account Holder. The Account Holder as well as the Cardholder 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.

For good cause, the Card Agreement may be terminated with immediate effect by the Bank, the Account Holder and/or the Cardholder.

Regular periodical fees for the use of the debit card will be refunded to an Account Holder having the status of a consumer on a pro-rated basis. This does not apply to one-off fees for the production and delivery of the debit card charged upon issuance of the debit card.

The cancellation or early termination of the Card Agreement shall have no effect on the Account Holder's and the Cardholder's obligations; all such obligations must be fulfilled.

1.14.5. Return of the bank card: Upon termination of the account relationship all bank cards issued for the account and upon termination of a card agreement the relevant bank card shall be returned without delay as soon as the contractual relationship has ended.

**Warning: Before return of the bank card the electronic purse must be unloaded or any loaded amount must be used for payments.**

#### 1.15. Amendments to the Customer Guidelines

Any amendments to these Customer Guidelines agreed between the Account Holder and/or Cardholder on the one side and the Bank on the other side, shall be offered by the Bank to the Account Holder and/or Cardholder no later than two months before the proposed entry into force. The consent of the Account Holder and/or Cardholder to the amendments offered shall be deemed given unless the Bank receives an objection from the Account Holder and/or Cardholder before the proposed entry into force. The offer to amend the Customer Guidelines shall be notified to the Account Holder and/or Cardholder. Such notification may be given in any form agreed with the Account Holder and/or Cardholder and shall comply with the legal requirements. Vis-à-vis an entrepreneur, notification shall be deemed given when the notice offering the amendment is made available for viewing in a form agreed with the entrepreneur.

In the notice offering an amendment to the Customer Guidelines, the Bank shall inform the Account Holder and/or Cardholder of the provisions affected by the amendment to the Customer Guidelines and shall draw their attention to the fact that the Account Holder and/or Cardholder will be deemed to have consented to the amendment to the Customer Guidelines unless the Bank receives an objection from the Account Holder and/or Cardholder prior to the proposed entry into force of the amendment. In addition, the Bank will publish a comparison of the provisions affected by the amendment to the Customer Guidelines as well as a complete version of the revised Customer Guidelines on its website and make them available to the Account Holder and/or Cardholder upon request. The Bank shall also inform the Account Holder and/or Cardholder of this in its offer to amend the Customer Guidelines.

In the event of such intended amendment to the Customer Guidelines, the Account Holder and/or Cardholder, if he/she has the status of a consumer, shall have the right to terminate the card agreement free of charge, without notice, before the amendment becomes effective. The Bank shall also inform the Account Holder and/or Cardholder of this option in its offer to amend the Customer Guidelines.

1.14.5. Return of the debit card: Upon termination of the 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 as soon as the contractual relationship has ended.

#### 1.15. Amendments to the Customer Guidelines

1.15.1. Item 1.15.2 below does not apply to changes to fees payable by the Account Holder and services rendered by the Bank. Changes to fees and services are regulated by 1.10.2., 1.10.3. and 1.10.4. of these Customer Guidelines except where such changes are agreed individually with the Account Holder and/or Cardholder.

1.15.2. Any amendments to the Customer Guidelines agreed between the Account Holder and/or Cardholder on the one side and the Bank on the other side, shall be offered by the Bank to the Account Holder and/or Cardholder no later than two months before the proposed entry into force indicating the provisions affected. Such offer shall be made by providing a comparison (hereinafter "Comparison") showing, side by side, the terms affected by the changes offered and the changes proposed. The consent of the Account Holder and/or Cardholder to the amendments offered shall be deemed given unless the Bank receives an objection from the Account Holder and/or Cardholder before the proposed entry into force. The offer to amend the Customer Guidelines including the Comparison shall be notified to the Account Holder and/or the Cardholder being a consumer. Such notification to the Account Holder and/or Cardholder shall be made by post to the last address notified by the Account Holder and/or Cardholder (see section 1.16.) and/or by any form of electronic notification that has been effectively agreed with them. Vis-à-vis an entrepreneur, it is sufficient to make an offer of an amendment available for viewing in a manner agreed with the entrepreneur.

In the notice offering an amendment to the Customer Guidelines, the Bank will point out to the Account Holder and the Cardholder that the Account Holder and/or Cardholder will be deemed to have consented to the amendment to the Customer Guidelines unless the Bank receives an objection from the Account Holder and/or Cardholder prior to the proposed entry into force of the amendment. In addition, the Bank will publish a Comparison of the terms affected by the amendment to the Customer Guidelines as well as a complete version of the revised Customer Guidelines on its website and, upon request, will furnish a hard copy to the Account Holder and/or Cardholder at its offices or by post. The Bank shall also inform the Account Holder and/or Cardholder of this in its offer to amend the Customer Guidelines. In the event of such intended amendment to the Customer Guidelines, the Account Holder and/or Cardholder having the status of a consumer shall have the right to terminate the Card Agreement free of charge, without notice, before the amendment enters into force. The Bank shall also inform the

Account Holder and/or Cardholder of this option in its offer to amend the Customer Guidelines.

**1.16. Changes of address** The Cardholder and the Account Holder shall be obliged to notify the Bank of any change of address immediately. If the Cardholder or the Account Holder fails to notify the Bank of a change of his/her address, written statements of 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 or Cardholder.

**1.16. Notification of material changes** The Account Holder and the Cardholder shall notify the Bank **without delay** of any change **of their names, company name, address or the address of any other recipient named by them, their email address as well as their telephone and/or mobile phone number ("contact details")**. If the Cardholder or the Account Holder fails to notify the Bank of a change in **their address or other contact details, notifications from** the Bank shall be deemed to have been received when they have been sent to the **contact points** last notified to the Bank by the Account Holder or Cardholder.

**1.17. 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.

**1.17. Choice of law**

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

**1.17.2.** If the Account Holder or Cardholder is a consumer, any more favourable mandatory consumer protection rules of the Account Holder's or Cardholder's state of residence remain unaffected.

**1.18. Choice of law**

**1.18.1.** Legal actions of an entrepreneur against the Bank may only be taken in the court having subject-matter jurisdiction at the place of the Bank's registered office. This shall also be the legal venue in case of legal actions of the Bank against an entrepreneur, with the Bank being entitled to assert its rights in every court having local jurisdiction and jurisdiction over the subject-matter.

**1.18.2.** The provision in effect at the time the agreement is entered into with the credit institution that legal action brought by a consumer or against a consumer shall be subject to Austrian jurisdiction shall apply even if, after conclusion of the agreement, the consumer moves their residence to another country and decisions passed by an Austrian court may be executed in such country.

## 2. Provisions for the Card Service

**2.1. Instruments of use** The Cardholder shall receive from the Bank the bank card and a personal identification number (PIN) as instruments of use.

The Bank is entitled, upon the prior approval of the Cardholder, to send the bank card and the personal code to the Cardholder. The bank card shall remain the property of the Bank.

## 2. Provisions for the Debit Card Service

**2.1.** The Cardholder shall receive from the Bank the **debit** card and a personal identification number (PIN).

The Bank is entitled, upon the prior approval of the Cardholder, to send the **debit** card and the personal **identification number** to the Cardholder. **The debit card and the personal identification number shall not be sent together.** The **debit** card shall remain the property of the Bank.

## 2.2. Agreement on and change of limits

**2.2.1.** Agreement on limits: 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 bank card, and

## 2.2. Agreement on limits and change of limits

**2.2.1.** Agreement on limits: 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 and at cash dispensers with a POS function.

2.2.2. Changes of limits: Changes of limits must be mutually agreed by the Bank and the Account Holder.

Such changes of limits may be offered to the Account Holder by the Bank no later than two months before their proposed entry into force. The consent of the Account Holder to the changes proposed shall be deemed given unless the Bank receives an objection from the Account Holder prior to the proposed entry into force. The change offered shall be notified to the Account Holder. The Account Holder may be notified in any form agreed with him/her and such notification shall comply with the legal requirements. Vis-à-vis an entrepreneur, notification shall be deemed given when the notice offering the change is made available for viewing in a form agreed with the entrepreneur.

In its offer to change the limits, the Bank shall advise the Account Holder that the Account Holder will be deemed to have consented to the change of limits unless the Bank receives an objection from the Account Holder prior to the proposed entry into force.

In the case of such an intended change to the limits, an Account Holder having the status of a consumer shall have the right to terminate the card agreement free of charge, without notice, before the change enters into force. The Bank will inform the Account Holder of this option in its notice offering the change.

2.2.3. Limit changes by the Account Holder: The Account Holder is entitled, without stating any reasons, to request the Bank to change his/her limit.

**2.3. Account cover** The Cardholder may, within the scope of the agreed limits, use the bank card for the purposes described in 1.7. above only to the extent that the account for which the bank card has been issued shows sufficient cover (credit balance plus overdraft limit).

#### 2.4. Obligations of the Cardholder

2.4.1. Signing the bank card: The Cardholder shall sign the bank card in the designated place immediately upon receipt.

2.4.2. deleted

2.4.3. **Keeping the bank card in a safe place and keeping the personal code secret:** The Cardholder shall be obliged to keep the bank card in a safe place, also in his/her own interest. The bank card must not be passed on to a third party. The PIN shall be kept secret. It must not be written down on the bank card. The personal code must not be disclosed to anybody, not even employees of the Bank, other Account Holders or other Card Holders. When using the personal code care must be taken to ensure that the user is not being spied on by third parties.

- the limit per time unit (e.g. daily or weekly) up to which cashless payments can be made at POS terminals and at cash dispensers with a POS function **using the debit card.**

2.2.2. Deleted.

2.2.3. Limit change by the Account Holder: The Account Holder is entitled to request the Bank to change **their** limit without stating any reasons.

**2.3. Account cover** The Cardholder may, within the scope of the agreed limits, use the **debit** card for the purposes described in **item 1.8.** above only to the extent that the account for which the **debit** card has been issued shows sufficient cover (credit balance **or** overdraft limit).

#### 2.4. Obligations of the Cardholder

**Insofar as these Customer Guidelines define obligations of the Cardholder, not only the Cardholder but also the Account Holder shall be obliged to comply and ensure compliance with these provisions.**

2.4.1. Signing the **debit** card: The Cardholder shall sign the **debit** card in the designated place immediately upon receipt.

2.4.2. Remains unchanged.

2.4.3. **Keeping the debit card in a safe place and keeping the personal identification number secret:** The Cardholder shall keep the **debit** card in a safe place **and take all reasonable precautions to prevent any third party from getting hold of the card.** The **debit** card must not be passed on to a third party. The PIN shall be kept secret. **The PIN** must not be disclosed to anybody, not even employees of the Bank, other Account Holders or other Cardholders. When using the personal **identification number** care must be taken to ensure that **no third party gains knowledge of it.**

2.4.4. Blocking requests and other reports: In the event of loss, theft, misuse or other unauthorised use of the bank card, the Cardholder and/or the Account Holder shall have the card blocked immediately by contacting the Bank or the card blocking hotline.

**2.5. Settlement** Transactions made using the bank card will be debited to the account and will be advised to the Account Holder in the form agreed with the Account Holder for the provision of communications.

**2.6. Conversion of foreign currencies** In the settlement of cash withdrawals or cashless payments made at POS terminals outside Austria, the respective 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 foreign exchange rate defined below:

The foreign exchange rate is calculated based on the foreign currency selling rates of domestic and foreign banks as published on the website [www.austrofx.at](http://www.austrofx.at) of TeleTrader Software GmbH.

The foreign currency exchange rate for any currency is calculated as the mean value of all selling rates for that foreign currency as published on [www.austrofx.at](http://www.austrofx.at) (excluding any rate calculated by the Bank Gutmann Aktiengesellschaft, if applicable).

At least five rates published on [www.austrofx.at](http://www.austrofx.at) are required for the determination of a foreign currency exchange rate (excluding any rate published by Bank Gutmann Aktiengesellschaft, if applicable). In the event that fewer rates are available, the OANDA Corporation reference exchange rate as published on the PSA Payment Services Austria GmbH website [www.psa.at](http://www.psa.at) shall apply.

The foreign exchange rates can be obtained from the Bank or viewed on the website [www.psa.at](http://www.psa.at). The effective date of conversion shall be the date on which PSA Payment Services Austria GmbH receives the debit from the foreign bank. The exchange rate and the effective conversion date shall be communicated to the Account Holder in the manner agreed

2.4.4. Blocking: In the event of loss, theft, **improper** or other non-authorised use of the **debit** card, the Cardholder and/or the Account Holder shall have the **debit** card blocked immediately by contacting the Bank or the card blocking hotline.

**2.5. Settlement** Transactions using the **debit** card will be debited to the account and advised to the Account Holder in the form agreed with the Account Holder for the provision of communications (e.g. Bank statement or, if agreed, a different type of durable medium, e.g. electronically by way of internet banking). If the Cardholder or Account Holder finds that a transaction was not authorised or was executed wrongly, they shall inform the Bank immediately if they wish to have the payment transaction corrected (duty to make complaint). The time within which the Cardholder or Account Holder has to contact the Bank to request a correction shall end no later than 13 months after the day of the debit or credit, provided that the Bank has provided the Cardholder or the Account Holder with information or access to information as set out in Chapter 3 of the Payment Services Act (sections 32 to 54). Any other claims the Cardholder or Account Holder may have against the Bank or the merchant remain unaffected by this.

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

- with **national** 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 foreign exchange rate defined below:

The foreign exchange rate is calculated based on the foreign currency selling rates of domestic and foreign banks as published on the website [www.austrofx.at](http://www.austrofx.at) of TeleTrader Software GmbH.

The foreign currency exchange rate **charged** for any **foreign** currency is calculated as the mean value of all selling rates for that foreign currency as published on [www.austrofx.at](http://www.austrofx.at), (excluding any rate calculated by Bank Gutmann Aktiengesellschaft, if applicable).

At least five rates published on [www.austrofx.at](http://www.austrofx.at) are required for the determination of a foreign currency exchange rate (excluding any rate published by Bank Gutmann Aktiengesellschaft, if applicable). In the event that fewer rates are available, the OANDA Corporation's reference exchange rate as published on the PSA Payment Services Austria GmbH website [www.psa.at](http://www.psa.at) shall apply.

Foreign **currency** exchange rates can be obtained from the Bank or viewed at [www.psa.at](http://www.psa.at). The effective date of conversion shall be the date on which PSA receives the **authorisation**. The exchange rate and the effective conversion date shall be communicated to the Account Holder in the manner agreed with **them**

with him/her for the provision of communications and in conformity with legal requirements

for the provision of communications and in **compliance** with **statutory** requirements.

After receiving in any month the first payment order denominated in a specified EEA currency other than Euro and resulting from a cash withdrawal from a cash dispenser (1.8.1.) or noncash payment at a POS terminal (1.8.2), the Bank will immediately furnish to the Account Holder (payer) an electronic notice of all currency conversion fees it charges for conversion of the amount payable to Euro, stated as a percent surcharge over the last Euro reference exchange rate available from the European Central Bank.

The electronic notice of the currency conversion fees is sent to the Account Holder (payer) to an email address notified by them to the Bank for communication purposes. If the Account Holder has not communicated an email address to the Bank, an electronic notice of currency conversion fees cannot be delivered. The Account Holder (payer) may waive being notified of the currency conversion fees. Electronic notices of currency conversion fees will not be provided for debit cards issued for an entrepreneur's account.

2.6.1. For national currencies of European Union member states other than Euro, all currency conversion fees as defined in Article 2(9) of the EU Regulation on cross-border payments in the Community (EC) No 924/2009 are shown at any time as a percent surcharge over the last Euro reference exchange rates available from the European Central Bank under "Exchange rate Info".

## 2.7. Blocking

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

- at any time by calling the card blocking hotline set up by PSA Payment Services Austria GmbH ("PSA card blocking hotline") for this purpose; the telephone number of this hotline is displayed on every cash dispenser in Austria. It can also be viewed on the website [www.psa.at](http://www.psa.at) or requested from 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 made during the Bank's business hours or, at any time, via the "PSA card blocking hotline" becomes effective immediately upon receipt. A blocking requested via the PSA card blocking hotline will result in all bank cards issued for the account to be blocked until further notice.

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

2.7.3. The Bank is authorised to block a bank card or to lower the limits agreed for the bank card without the cooperation of the Account Holder or Cardholder in the following cases:

- if this is justified on objective grounds with regard to the security of the bank card or the systems that can be accessed using the card;

## 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 card blocking hotline set up by PSA Payment Services Austria GmbH ("PSA card blocking hotline") for this purpose (the telephone number of this hotline is displayed on every cash dispenser in Austria. It can also be viewed on the website [www.bankomatkarte.at](http://www.bankomatkarte.at) or requested from any bank), or
- in person, in writing or by telephone at the Bank during the Bank's business hours.

A blocking requested via the PSA card blocking hotline will **take effect** immediately upon **its** receipt. **The blocking requested via the PSA card blocking hotline will result in all debit cards issued for the account to be blocked until further notice.**

2.7.2. The Account Holder **is entitled to** instruct the block on all or individual **debit** cards issued for **their** account to be lifted. **Cardholders are not charged for the blocking or lifting of blocks.**

2.7.3. The Bank **has the right** to block a **debit** card or lower the limits agreed for the **debit** card without the cooperation of the Account Holder or Cardholder in the following cases:

- 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;

- if the Bank has reason to believe that the bank card has been used without authorisation or fraudulently;
- if the Cardholder is in default on his/her payment obligations for a line of credit associated with the bank card (overrunning or overdraft) and
  - either the performance of these payment obligations is at risk due to a deterioration or potential deterioration in the Cardholder's or a co-debtor's financial position or
  - the Cardholder is insolvent or under threat of insolvency.
- if the Bank has reason to believe that the debit card has been used without authorisation or fraudulently; or
- if the Cardholder is in default on their payment obligations under a line of credit associated with the debit card (overrunning or overdraft) and
  - either the performance of these payment obligations is at risk due to a deterioration or potential deterioration of the Cardholder's or a co-debtor's financial position or
  - the Cardholder is insolvent or insolvency is imminent.

**Please note: The blocking will not prevent unloading of and paying with the electronic purse ("Quick").**

The Bank will notify the Cardholder of any blocking and the grounds thereof in advance, where possible, or, at the latest, immediately afterwards. This shall not apply if such information would be in breach of legal regulations or orders of courts or authorities, if information about the blocking might increase the security risk or if a card is blocked at the Cardholder's request.

## **2.8. Liability for non-authorised payment transactions**

2.8.1. In the event of a non-authorised payment transaction, the Bank shall refund the amount of the non-authorised payment transaction to the Cardholder without delay, in any case no later than by the end of the bank day following the day on which the Bank gained knowledge of the non-authorised payment transaction or it was reported to the Bank. If the amount of a non-authorised payment transaction shown in the statement has already been withdrawn by the Bank or paid by the Cardholder, the Bank shall make this amount immediately available to the Cardholder by crediting it to the account named by the Cardholder to the Bank.

2.8.2. If the non-authorised payment transaction is based on the use of the lost or stolen debit card or the improper use of the card and the personalised security credentials (PIN), the Cardholder shall reimburse the Bank for the entire loss suffered by the Bank as a result of the non-authorised payment transaction if they had facilitated it with fraudulent intent or caused it by intentional or grossly negligent breach of their duties as set out in 2.4 above. If the Cardholder violated these duties only through slight negligence, their liability for the loss will be limited to the amount of EUR 50.- (the Cardholder shall not be liable if they were not able to notice the loss, theft or improper use of the card before a payment was made or the loss was caused by acts or omissions of an employee or an agent, a branch of the payment service provider or an entity to which operations are outsourced). If the loss was caused by grossly negligent breach of the duties set out in 2.4. above, the type of personalised security credentials as well as the circumstances in which the loss, theft or improper use of the payment instrument (the debit card) occurred have to be taken into account in sharing the loss between the Bank and the Cardholder, if applicable.

2.8.3. If the debit card was used in a non-authorised manner after the Cardholder had reported the loss, theft, improper use or any other non-authorised use of the debit card to the Bank, 2.8.2 shall not apply, unless the Cardholder acted fraudulently. The same applies if the Bank did not meet its obligation to ensure that the Cardholder is able to report the loss, theft, improper or non-authorised use of the card at any time.

2.8.4. The Cardholder shall not be liable if the Bank failed to ask for strong client authentication in the non-authorized payment transaction (payment by debit card and signature) except where the Cardholder acted with fraudulent intent.

### 3. Provisions for the Quick Service

**3.1. Electronic purse** An electronic purse requires a storage medium. The microchip in the bank card is such a storage medium. E-money may be loaded onto the electronic purse within the meaning of the Austrian E-Money Act („E-Geldgesetz 2010“, Austrian Federal Law Gazette BGBl I 2010/107 as amended by BGBl I 2012/35). The Cardholder may set up the electronic purse of the Quick Service (hereinafter the “electronic purse”) on this microchip and use it in accordance with the following provisions.

#### 3.2. Loading the electronic purse

3.2.1. The Cardholder can load the electronic purse at the loading terminals displaying the Quick logo.

3.2.2. The electronic purse can be loaded (the loading options are listed here as examples and are not available at all locations at all times):

- using the bank card and the personal code at cash dispensers equipped with a Quick loading function,
- with the bank card and the personal code at self-service loading terminals for the Quick Service,
- against cash payment at any bank providing a loading terminal for the Quick Service.

3.2.3. The storage chip of the electronic purse is designed for loading a maximum amount of EUR 400,- which after use may be topped up again and again up to this limit. The maximum amount that can be loaded shall be agreed by the Account Holder and the Bank.

3.2.4. The amount loaded at any given time is shown to the Cardholder at the loading terminal when loading and at payment terminals when paying.

**3.2.5. Please note: By loading the electronic purse at cash dispensers or self-service loading terminals, the Cardholder will reduce the amount available to him/her under the Maestro system for payment at the POS terminals.**

#### 3.3. Making payments with the electronic purse

3.3.1. A loaded electronic purse can be used for paying without cash for supplies and services provided by Merchants at terminals and machines in Austria displaying the “Quick” logo and on the Internet without entering the personal code, and without a signature or other identification, up to the loaded amount. The Bank is under no obligation to prove that a payment transaction has been authenticated, properly recorded and booked, or has not been impaired by technical breakdowns or any other disruptions.

3.3.2. By confirming payment as provided for under the relevant payment procedure, the Cardholder irrevocably instructs the Bank to pay to the Merchant the amount charged, to the extent that this is covered by the amount loaded. The Bank hereby accepts such instructions with immediate effect.

**3. Completely deleted.**

3.3.3. Payments will only be executed by the system if the invoice amount is not higher than the amount loaded on the electronic purse.

#### **3.4. Making payments with the electronic purse on the Internet**

3.4.1. The electronic purse can be used for making payments on the Internet. For this procedure, the Cardholder requires appropriate hardware (e.g. chip reader, terminal) and software. Upon request, the Bank or PayLife Bank GmbH, Marxergasse 1B, A-1030 Vienna, will name such products to the Cardholder.

3.4.2. With respect to payments on the Internet, the electronic purse may be used only with Merchants offering the option of payment via “@Quick” on their websites.

The Cardholder is entitled to pay for supplies and services provided by Merchants who are also “Quick” Merchants on the Internet without cash up to the amount loaded.

Payment transactions will be executed by the system only if the invoice amount does not exceed the amount loaded on the electronic purse.

#### **3.5. Unloading the electronic purse**

3.5.1 The Cardholder can unload the electronic purse at designated points, e.g. loading terminals displaying the Quick symbol.

3.5.2. The electronic purse can be unloaded (the unloading options are listed here as examples and are not available at all locations at all times):

- at cash dispensers equipped with the Quick loading function, with the amount credited to the account;
- at self-service loading terminals for the Quick Service, with the amount credited to the account;
- at any bank that is equipped with a loading terminal, with the amount paid out in cash.

3.5.3 If the electronic purse cannot be unloaded or no longer be used for making payments because it has been damaged, any amount still loaded must be claimed from the bank that issued the bank card. If an amount was loaded on the electronic purse before it became unusable, such amount will be credited to the Account Holder’s account.

3.5.4. In the case of cash disbursements, the Bank is entitled to verify the identity of the person presenting the electronic purse.

#### **3.6. Validity of the electronic purse**

3.6.1. The electronic purse shall have the same period of validity as the bank card.

3.6.2. After expiry of its validity period, the electronic purse cannot be loaded anymore.

3.6.3. **Please note: The electronic purse must be unloaded or a loaded amount must be used for payments before the bank card is destroyed.**

3.6.4. If any amount remains loaded on the electronic purse after expiry of the validity period, the Bank will refund such

amount if it is claimed within seven years of expiry. Thereafter this claim will have lapsed.

3.7. deleted

**3.8. No information after execution or rejection of a payment**

The Account Holder and the Cardholder can view the amount available on the electronic purse at cash dispensers or other loading terminals and self-service terminals. Neither the Account Holder nor the Cardholder will receive any further information about the execution or non-execution of payment orders using the Quick credit balance on the bank card.

**3.9. Loss or theft of the electronic purse**

3.9.1. **In the event of loss or theft of the electronic purse, the amount loaded is lost - as would happen with cash. Such amounts will not be refunded. As the amounts loaded constitute electronic money within the meaning of Section 1 para 1 of the E-Money Act, the maximum amount that may be loaded does not exceed EUR 400,- and there is no possibility of blocking the payment instrument, Section 44 of the Austrian Payment Services Act (Zahlungsdienstegesetz - ZaDiG) governing liability for unauthorised payment transactions does not apply.**

3.9.2. It is not technically possible to block the electronic purse. Once the bank card has been blocked, the electronic purse on the bank card can no longer be loaded. However, it is still possible to make further payments until the amount loaded is used up.

3.9.3. The amount loaded on the electronic purse must be treated like cash. A third party can use a lost or stolen electronic purse without providing identification, without entering a personal code and without a signature. It is therefore recommended to keep the bank card which incorporates the electronic purse in a safe place.