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## I. General provisions

### 1. Scope of application

These Special Terms and Conditions supplement the General Terms and Conditions of the Raiffeisen bank. They shall apply to the use of transaction cards issued by the Raiffeisen bank for use:

- at ATMs and in cashless payments within the scope of the Payment Card Services and Contactless Function of these Payment Card Services (Section II) agreed in each case with Raiffeisen bank and shown by a symbol on the transaction card;
- in payments with the electronic purse within the scope of the Quick service (Section III);
- in the self-service area of the Raiffeisen bank and other banks (Section IV); and
- of other functions (Section V)

The specific transaction card functions are to be agreed with Raiffeisen bank. Raiffeisen bank is not obligated to provide the transaction card with any functions other than those agreed upon with the account holder.

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

The cardholder will receive from the Raiffeisen bank a transaction card and, if required for the agreed function, a personal code in a sealed envelope. The Raiffeisen bank may send the transaction card and the personal code to the cardholder by mail at the address most recently communicated by the account holder or cardholder. Transaction cards and personal codes will not be sent together.

Transaction cards will be issued only to natural persons who are individually authorised to dispose of the account maintained at the Raiffeisen bank either as account holders or as authorised signatories. In the case of joint accounts, the issuance of transaction cards to authorised signatories requires the consent of all account holders, whilst the issuance of a transaction card to an account holder is permissible without the consent of any other account holder. Authorised signatories to whom a transaction card is to be issued shall co-sign the application form for the card, thus accepting and agreeing to these Special Terms and Conditions. The cardholder is obligated to sign the transaction card immediately after receipt in the place designated for this purpose.

The transaction card shall be valid to the end of the year or month indicated thereon. As long as the card agreement is in force, the cardholder will receive a new transaction card timely before the end of the period of validity. After receipt of the new transaction card, the cardholder is obligated to ensure the secure destruction of the old transaction card. The transaction card shall be destroyed upon the expiration of the period of validity, at the latest. As long as the card agreement is in force, the Raiffeisen bank may recall the transaction card for an important reason and make a new transaction card available to the cardholder. The card agreement will be executed for an unspecified period of time, provided that it shall end upon the closing out of the account holder's account. Either the account holder or the cardholder may terminate the card agreement at any time, as of the last day of any month. Any notice of termination issued on the last business day of a month shall only take effect as of the first business day of the following month.

The Raiffeisen bank may terminate the card agreement by observing a notice period of 2 months. In case of an important reason, the card agreement may be terminated with immediate effect. Existing obligations of the account holder and cardholder will not be affected by notice of termination or early termination and have to be fulfilled. Upon the closing out of the account, all transaction cards issued for that account shall be returned without delay, and upon termination of the card agreement, the respective transaction card shall be returned without delay. The Raiffeisen bank is authorised to block and/or confiscate any transaction cards which have not been returned, at the expense of the account holder.

Upon termination of the card agreement, account holders who are consumers will be reimbursed proportionally for any ongoing periodic fees paid for the use of the transaction card. This shall not apply to fees payable once, namely on the occasion of the issuance of the transaction card, for the generation and delivery of the transaction card. Warning: Before returning or destroying the transaction card, the electronic purse shall be discharged or the amount remaining therein shall be used for payments. The transaction cards shall remain the property of the Raiffeisen bank.

### 3. Account holders and cardholders

These Special Terms and Conditions shall govern and define the legal relationship between the holder of the account for which transaction cards have been issued and any authorised holders of such transaction cards (cardholders), on the one hand, and the Raiffeisen bank, on the other.

### 4. Safekeeping of the transaction card and secrecy of the personal code

The cardholder is obligated, also in his/her own interest, to carefully hold the transaction card in safekeeping. Passing the transaction card on to third parties is not permitted.

The personal code shall be kept secret. It may not be written down on the transaction card. The personal code may not be disclosed to anyone, including without limitation relatives of the cardholder, employees of the Raiffeisen bank, other account holders, or other cardholders. When using the personal code, the cardholder must make sure that no third party can spy out the code.

### 5. Reporting obligation for lost transaction cards

On becoming aware of any loss, theft, misappropriation, or any other unauthorised use of the transaction card, the cardholder and/or the account holder shall without undue delay cause the blocking of the transaction card as agreed upon in the following point 6. If the transaction card is lost or stolen, the cardholder shall also file a report with the competent authorities and, at the request of the Raiffeisen bank, submit the original or a copy of such report to the bank.

### 6. Blocking the transaction card, decreasing the transaction limit

The account holder or the relevant cardholder may have the transaction card blocked as follows:

- by calling at any time the Raiffeisen SperrHotline für Karten und Electronic Banking (hotline for blocking cards and electronic

banking) designated for such purpose; the relevant telephone number will be notified to the account holder by the Raiffeisen bank and can also be obtained from the website [www.raiffeisen.at](http://www.raiffeisen.at), or

- by calling at any time an emergency telephone number designated for this purpose by Payment Services Austria GmbH ("PSA Emergency Line"); the telephone number of the Emergency Line may be obtained from the information which appears at every ATM within Austria, from any bank in Austria and from the website [www.bankomatkarte.at](http://www.bankomatkarte.at); or
- at the Raiffeisen bank during the respective opening hours.

In the above-mentioned cases, the blocking shall come into effect immediately upon receipt of the blocking request. Where no card sequence number has been supplied, the blocking of the card will until further notice result in the blocking of all transaction cards issued for a given account. The account holder shall have the right to have any or all transaction cards for the account unblocked. After blocking has been effected, a new transaction card will be issued only if the account holder so requests in writing.

The Raiffeisen bank shall have the right to block the transaction card without the involvement of the account holder or the cardholder

- (i.) if this is justified by objective reasons in connection with the security of the transaction card or of the systems accessible by means of the transaction card, or
- (ii.) if unauthorised or fraudulent use of the transaction card is suspected, or
- (iii.) if the account holder has not fulfilled his/her payment obligations in connection with a transaction card or a credit line linked to his/her account (exceeded limit or overdraft), and
  - either fulfilment of these payment obligations is endangered due to a deterioration in or danger to the customer's assets or those of a jointly liable person, or
  - the customer is insolvent or insolvency is imminent.

In the cases (i) and (iii), the Raiffeisen bank shall also have the right to decrease the transaction limits agreed for the transaction card, without the involvement of the account holder or the cardholder.

A block for the security reasons stated in (i) above to protect against abuse of card details that have been fraudulently obtained can only apply to specific countries. The scope of such blocks can be found on Raiffeisen bank's website under the heading "Geo Control". In this case the card holder has the option of having the block removed for one or more of the blocked countries to enable actual use of the transaction card in these countries.

Note: The blocking of a transaction card shall not affect the discharging of or payment with the electronic purse. The blocking of a transaction card shall also not affect contactless low-value payments made without entering a personal code (PayPass/Masterpass function). Low-value payments shall remain possible after blocking, up to an amount not exceeding EUR 75.00.

#### **7. Use of the transaction card by the cardholder or by unauthorised third parties**

All transactions carried out by the cardholder when using the transaction card shall be for the account of the account holder. This shall in particular also apply if the cardholder is over 7 but still under 18 years of age, regardless of whether the legal transaction made by using the transaction card is valid or not in view of the cardholder's not having reached the age of majority.

In case of any form of fault on the part of the cardholder, entrepreneurs shall be liable, without limitation as to amount, for any losses sustained by the Raiffeisen bank due to violations of the duties of care and diligence stipulated in these Terms and Conditions that are committed by the holders of cards issued for the account of the entrepreneur.

#### **8. Objections arising out of the underlying transaction**

Any disputes and mutual claims resulting from the legal relationship between the cardholder and the cardholder's contractual partner with regard to goods and services which the cardholder has paid for without cash by using the transaction card or the electronic purse shall be resolved directly with the contractual partner. This shall apply in particular to the invoiced amount. The Raiffeisen bank does not assume any liability for the contractual partner's settlement of the underlying transaction in accordance with the agreement.

#### **9. Availability of the systems**

Note: It is possible, in particular outside Austria, that the operating systems may be shut down for technical reasons beyond the control of the Raiffeisen bank. In addition, the functioning of the terminals where the transaction cards can be used may be impaired by any third-party manipulation. In such cases the personal code may not be disclosed to third parties either. Cardholders are recommended to also take along other means of payment when travelling. In the above cases, delays may also occur in debiting the account.

#### **10. Changes to the card agreement or to these Special Terms and Conditions**

Such changes to the card agreement and these terms and conditions as do not concern the performance to be rendered by the bank or the fees shall be offered to the customer by the Raiffeisen bank not later than two months before they are proposed to take effect. The provisions affected by the proposed changes and the proposed changes shall be set out in a comparison of these provisions. The account holder's consent will be deemed to be given unless the Raiffeisen bank has received an objection from the account holder prior to the proposed entry into effect. The Raiffeisen bank shall inform the account holder of this consequence in the offer of change. Account holders who are consumers shall be entitled to terminate the master agreement for payment services (current account agreement), or even the card agreement alone, without notice and free of charge until such change takes effect. The Raiffeisen bank shall indicate this, too, to the account holder in the offer of change.

A customer who is a consumer must be informed of the offer of change. In business dealings with an entrepreneur it shall suffice to keep the offer concerning the change available for retrieval in a manner agreed with the entrepreneur.

## II. Provisions Regarding the Use of ATMs and Cashless Payments Within the Scope of Payment Card Services

### 1. Rights of the cardholder

#### 1.1. Cash withdrawals

The cardholder is entitled to draw cash at ATMs within Austria and abroad which are designated with the Payment Card Services symbol indicated on the transaction card, up to the limit for cash withdrawals agreed with the account holder.

#### 1.2. Cashless payments

At point of sale terminals which are designated with the relevant Payment Card Services symbol shown on the transaction card (hereinafter "POS terminals"), the cardholder may use the transaction card and the personal code to pay - in cashless form - for goods and services of trading companies and service providers (hereinafter "Merchants") in Austria and abroad, up to the limit for cashless payments agreed with the account holder. Outside Austria, instead of entering the personal code, a signature may be necessary. By entering the personal code and confirming with the key marked "OK" or by providing a signature, as the case may be, the cardholder irrevocably instructs the Raiffeisen bank to pay the invoiced amount, within the transaction limit agreed with the account holder, to the corresponding Merchant. The Raiffeisen bank hereby accepts such instruction.

#### 1.3 Contactless function

At point of sale terminals which are designated with the Payment Card Services contactless function symbol shown on the transaction card, the cardholder shall also have the right to use the transaction card to make payments without inserting the transaction card, without signing and/or inputting the PIN, simply by holding the transaction card to the POS terminal, for goods and services of Merchants in Austria and abroad, up to the amount of EUR 25.00 per individual transaction. In the case of low-value payments up to the amount of EUR 25.00 per individual transaction, the cardholder, by just holding the transaction card near the Merchant's POS terminal, irrevocably instructs the bank to pay the invoiced amount to the corresponding Merchant. The bank hereby accepts such instruction. For security reasons the total of amounts which can be paid in immediate succession with inputting the PIN is limited to EUR 125.00 in total. Once this limit has been reached the card holder must execute a transaction using his/her personal code.

Prior to being used for the first time as a contactless transaction card, without entering the personal code, the transaction card must have been used for payment at POS terminals entering the personal code or for cash withdrawal at least once.

### 2. Transaction limit

The account holder and the Raiffeisen bank agree on the relevant transaction limit per unit of time (*e.g.*, per day, per week or per month) up to which the transaction card may be used to

- draw cash from ATMs (point II.1.1 above), and
- make cashless payments at POS terminals (point II.1.2 above).

For cash dispensers situated on the Raiffeisen bank premises (see point IV.1 below), other cash withdrawal options may be agreed to which the above-mentioned limits shall not apply. In addition, any cash withdrawals under such other withdrawal options shall not be counted towards the maximum amount that may be withdrawn within the scope of the Maestro Service. The account holder's total risk in the event of improper use of the card is thus increased.

The account holder, without having to substantiate his/her request, may request the Raiffeisen bank maintaining the account to decrease the transaction limit. Point I.6 of these Special Terms and Conditions shall apply to any change in the transaction limit on the part of the Raiffeisen bank.

### 3. Covering the account

Within the respective transaction limit agreed upon, the cardholder may draw cash from ATMs, make cashless payments, and load the electronic purse only to the extent that the account for which the transaction card has been issued has the required cover (credit balance and overdraft limit).

### 4. Settlement of accounts

#### 4.1. Account debits

Cash withdrawals and cashless payments made with the transaction card shall be debited to the account, and notice thereof shall be given in the form agreed with the account holder for the receipt of notices.

#### 4.2. Foreign currency

For the settlement of cash withdrawals and cashless payments at POS terminals abroad, the corresponding amount of foreign currency will be translated as follows:

- for national currencies pegged to the euro, at the corresponding fixed rate; and
- for currencies of countries which are not member states of the European Monetary Union, at the foreign currency exchange rate as described below.

The foreign currency exchange rate will be determined on the basis of the selling rates of Austrian and foreign banks published on the website [www.austrofx.at](http://www.austrofx.at) operated by Teletrader Software GmbH.

The forex rate invoiced will be determined from the average of all the foreign currency selling rates compared and shown for this currency at [www.austrofx.at](http://www.austrofx.at), without taking into account the rates for the banks which are members of the Raiffeisen banking group.

At least five rates published on [www.austrofx.at](http://www.austrofx.at) (excluding the rates of banks which are members of the Raiffeisen banking group) are required to determine a foreign currency exchange rate. If fewer rates are available, the reference exchange rate of OANDA Corporation shown on the homepage of PSA Payment Services Austria GmbH [www.psa.at](http://www.psa.at) shall apply.

- The translation rates (reference exchange rates) may be obtained at the Raiffeisen bank or from [www.psa.at](http://www.psa.at). The translation rate

shall be the one in effect on the day on which Payment Services Austria GmbH, which processes these payments, receives the debit note. The rate, as well as the day of the rate will be indicated to the account holder in the form agreed with the account holder for the receipt of notices.

#### 5. Incorrect operation of an ATM or of a POS terminal

The transaction card may be withdrawn or rendered unusable if the personal code is incorrectly entered four times in succession.

### III. Supplemental Provisions for Payments with the Electronic Purse Within the Scope of the Quick Service

Unless otherwise provided below, the provisions of the foregoing Section II shall apply to payments with the electronic purse within the scope of the Quick service.

#### 1. Electronic purse:

An electronic purse requires a storage medium. The microchip affixed to the transaction card constitutes such a suitable storage medium. Electronic money within the meaning of the Austrian Electronic Money Act (*E-Geldgesetz*) may be loaded into the electronic purse. Subject to the provisions set forth below, the cardholder may set up, and use, the electronic purse of the Quick service (hereinafter "electronic purse") on such microchip.

#### 2. Loading the electronic purse

The cardholder may load the electronic purse at the card loading terminals designated by the Quick symbol.

Loading may be done:

- with the transaction card and personal code at ATMs at which the Quick loading function is available;
- with the transaction card and personal code at self-service loading terminals for the Quick service; and
- in return for cash payment at any bank which maintains a loading terminal for the Quick service.

The electronic purse may be loaded with a maximum of EUR 400.00. The amount loaded will be indicated to the cardholder when loading the card at the loading terminal and at the time of payment at the cash register. Loading at ATMs and self-service loading terminals is only possible in case of transaction cards with a POS function.

Note: By loading the electronic purse, the cardholder reduces the amount available to him/her under the Maestro Service for payment at POS terminals.

#### 3. Payments with the electronic purse

The loaded electronic purse may be used to make cashless payment for goods and services of Merchants at cash registers and terminals within Austria that are designated by the Quick symbol, or on the Internet, up to the amount loaded, without entering a personal code, without adding a signature and without furnishing any other identification. The bank is not obligated to prove that the payment transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency. By confirming the payment with the equipment provided for in the respective payment procedure, by inserting the transaction card or by just holding the transaction card near the POS cash register or terminal, the cardholder irrevocably instructs the Raiffeisen bank to pay the invoiced amount to the corresponding Merchant, to the extent that the invoiced amount is covered by the amount loaded. The Raiffeisen bank hereby accepts such instruction.

#### 4. No information after execution or concerning refusal of a payment transaction

The account holder and cardholder can retrieve information as to the amount of money stored in the electronic purse at ATMs and other loading terminals. Any further information concerning the execution or non-execution of orders to charge payments to the Quick credit balance stored on the card can be obtained neither by the account holder nor by the cardholder.

#### 5. Payments with the electronic purse on the Internet

Payments on the Internet are possible with the electronic purse. To make such payments, the cardholder needs the appropriate hardware (e.g., chip reader, terminal) and software. Upon inquiry, the Raiffeisen bank or PayLife Bank GmbH will inform the cardholder of such products. The cardholder shall have the right to make cashless payment on the Internet, up to the amount loaded, for goods and services of Merchants which offer the "@Quick" payment option on their webpages. Payment transactions will be carried out by the system only if the invoiced amount is not higher than the amount remaining in the electronic purse.

#### 6. Discharging the electronic purse

The electronic purse may be discharged:

- at ATMs at which the Quick loading function is available, in return for a credit to the account;
- at self-service loading terminals for the Quick service, in return for a credit to the account; and
- at any bank which maintains a loading terminal, in return for cash.

If the electronic purse has been damaged and thus cannot be discharged or can no longer be used for payments, the cardholder shall claim the loaded amount, if any, at the Raiffeisen bank. If a resulting investigation shows that an amount was still remaining in the electronic purse before the card was rendered unusable, such amount will be credited to the account holder. In each case of cash payment, the Raiffeisen bank is entitled to check the identity of the person presenting the electronic purse.

#### 7. Validity of the electronic purse

The electronic purse shall be valid as long as the transaction card is valid. After the expiration of its validity, the electronic purse can no longer be loaded.

Warning: Before destroying the transaction card, the electronic purse shall be discharged or any amount remaining therein shall be used for

payments. If an amount is remaining in the electronic purse after the expiration of its validity, the Raiffeisen bank will refund such amount, provided that it is claimed within 7 years after the expiration date. Thereafter such claim will become statute-barred.

### **8. Loss or theft of the electronic purse**

If the electronic purse is lost or stolen, the amount loaded is considered lost, as in the case of cash money. These amounts will not be refunded. Because of the technical situation, the electronic purse will not be blocked by the Raiffeisen bank. When the transaction card has been blocked, it can no longer be used to load the electronic purse. Nevertheless, payments may continue to be made by drawing on the loaded amount. Consequently, the cardholder is obligated to carefully hold the electronic purse in safekeeping. The amount stored in the electronic purse shall be treated as cash money. A third party may use a lost or stolen electronic purse without offering identification, without entering a personal code or giving a signature.

## **IV. Self-Service Area**

The transaction cards issued by the Raiffeisen bank may be used to operate the self-service equipment referred to in this Section which is made available by the Raiffeisen bank both during and after the bank's opening hours. Depending on the technical possibilities, such service will be also available to the cardholder at other Raiffeisen banks in Austria.

### **1. Cash dispensers**

For cash dispensers outside the Payment Card Services that are situated on the Raiffeisen bank premises, the provisions of Section II shall apply. If other cash withdrawal options have been agreed for the cash dispensers situated on the Raiffeisen bank premises, the transaction limits agreed for the Payment Card Services shall not apply thereto. In addition, any cash withdrawals under such other withdrawal options shall not be counted towards the maximum amount that may be withdrawn within the scope of the Payment Card Services. The account holder's total risk in the event of improper use of the card is thus increased.

### **2. Statement printer**

If the account holder agreed the use of the statement printer with the Raiffeisen bank, the following shall apply:

The cardholder can print out account statements for the pertaining account by using the transaction card at the self-service terminals situated on the Raiffeisen bank's premises. Regardless of such printing option, account statements may in individual cases also be mailed to the accountholder or held for pick-up at the counters of the Raiffeisen bank maintaining the account.

The Raiffeisen bank cannot be held liable for any damage arising out of the late, improper, or omitted pick-up or delivery of an account statement. If it does not concern proposals to customers regarding a change of the General Terms and Conditions or the Master Account Agreement, upon pick-up or retrieval by means of the statement printer, but in any case after the expiration of six weeks after the account statement is made available, the consequences of delivery of the account statement shall take effect and any applicable periods for objections to the statements and notices of the Raiffeisen bank shall begin. The account holder who is an entrepreneur shall be obliged to regularly pick up and/or retrieve account statements by means of the statement printer.

### **3. Self-service terminals for deposits, transfers and account queries**

The transaction cards may be used for deposits, transfers, and account queries (including transactions completed and orders noted) at the terminals situated on the Raiffeisen bank premises. In order to make a transfer using a self-service terminal, authorisation by signature or entering the personal code is also required. Deposits using a self-service terminal will only be accepted subject to later examination of the authenticity of the bank notes deposited, regardless of the initial check made by the terminal.

The account balance displayed at a terminal upon an account query may contain account movements indicated as non-binding advance notices which may be reversed at any time even if they relate to credit entries. Only the account statements provided in the agreed form, i.e. in writing or electronically, shall be binding. All transfer orders given to the Raiffeisen bank via a self-service terminal by using the transaction card and the personal code will be carried out at the expense of the account holder, provided that the account has sufficient cover and the transaction limit, if any, agreed for this purpose is not exceeded. Point 1.8 of these Special Terms and Conditions shall also apply to such function. The transaction limits agreed with the account holder for the Payment Card Services shall not apply to the transfer instructions referred to herein.

## **V. Other Functions of the Transaction Card**

Transaction cards will also be used as evidence of the authorisation to pick up mail being held at the Raiffeisen bank counters. The Raiffeisen bank is not obligated to demand other forms of identification before handing over mail. Transaction cards which need to be signed by the cardholder will also be used for examining the signatures on orders personally given to the Raiffeisen bank by the cardholder. If the cardholder withdraws cash at a Raiffeisen bank other than the one which issued the card, the Raiffeisen bank disbursing the cash will examine the signature of the cardholder by comparing it to the signature on the transaction card. Additional functions of the transaction card (such as access to a safe) shall be agreed between the Raiffeisen bank and the account holder.