



## I. GENERAL PROVISIONS

### 1. Scope of Application

These Special Terms and Conditions apply to the use of physical and digital debit cards issued by the credit institution for use:

- at ATMs and in cashless payments within the scope of the debit card service as agreed with the credit institution and shown by a symbol on the debit card and the contactless function of this debit card service (Section II);
- of the P2P function (item II.6)
- in the self-service area of the credit institution and other banks (section III)
- of other functions (Section IV).

The concrete functions of the debit card shall be agreed upon with the credit institution. The credit institution is not obliged to provide the debit card with any functions other than those agreed upon with the account holder.

**Where parts of these Special Terms and Conditions apply only to the physical debit card or only to the digital debit card, attention will be drawn to this fact.**

The Special Terms and Conditions regulate the legal relationship between the holder of an account for which debit cards are issued as well as the person entitled to use the debit card in question (the cardholder) on the one side; and the credit institution on the other.

### 2. Issuing of Debit Cards

#### 2.1 Issuing of cards to the account holder and authorised signatory(ies)

Debit cards will be issued only to natural persons who, as the account holder or the authorised signatory, are individually authorised to dispose of an account maintained at the credit institution.

If the account holder is an entrepreneur, debit cards may also be issued to an authorised signatory with joint rights of disposal and the cardholder may use the debit card for the functions and up to the limits agreed with the account holder. If the account holder is an entrepreneur, authorised signatories' rights of disposal may also be limited to disposals using the debit card.

The issue of a debit card to a joint account holder is permissible without the consent of any of the other joint account holders.

The issue of a debit card to an authorised signatory requires the consent of the account holder; and in the case of a joint account, the consent of all the account holders. Consent given to the issue of a physical debit card to an authorised signatory also covers consent to the issue of a digital debit card to this authorised signatory, even if such a card is issued at a later date. Authorised signatories to whom a debit card is to be issued must sign a card application form, thus accepting and agreeing to these Special Terms and Conditions.

#### 2.2 Issuing of a physical debit card

The physical debit card will be sent by the credit institution to the cardholder at the address most recently notified to the credit institution by the cardholder or the account holder. The cardholder is obliged to sign the physical debit card immediately after receipt in the place designated for this purpose. The physical debit cards remain the property of the credit institution.

#### 2.3 Issuing of a digital debit card

##### 2.3.1 Device and Wallet

The digital debit card is a digital image of the physical debit card issued by the credit institution to the holder of the digital debit card. The digital debit card is issued to a suitable mobile device ("**mobile device**"). An application specifically for storing the digital debit card, which has been provided to the cardholder

- by the credit institution, on the basis of the conditions set out in item 2.3.2 ("Banking Wallet") or
- by another provider as a result of an agreement signed between the cardholder and that provider ("third-party wallet"), must be installed on the mobile device.

The cardholder must direct all problems/concerns relating to the mobile device to the mobile network operator or the manufacturer of the mobile device with which s/he has a contractual relationship. Any charges which the mobile network operator may invoice in conjunction with usage of the digital debit card are to be borne by the cardholder.

##### 2.3.2 Banking Wallet

The credit institution will make available to the cardholder, through the App Stores, software for mobile devices with a suitable operating system, which allows a cardholder participating in the credit institution's Electronic Banking service (in short: **ELBA**) to

- a. activate, display and use their digital debit card, other mobile payment cards and other payment services on their mobile device;
- b. use the P2P function (item II.6);
- c. use value-added services related to mobile payments and
- d. store customer cards digitally in the integral customer card area in the Banking Wallet and
  - offer them as means of identification; as well as
  - manage any customer loyalty programmes s/he has registered for; and
  - register for the customer loyalty programme proposed by the credit institution.

Furthermore,

- a. if the cardholder has made payments to a merchant in the context of distance selling (item II.5.3) and the merchant has stored a digital copy of the debit card (token) in its systems, the cardholder may manage (including deleting or blocking) the token – provided it is identifiable to the bank – in the Banking Wallet. The management of tokens has no influence on the underlying transaction between the cardholder and the merchant (e.g. on a streaming subscription).

- b. the cardholder may retrieve data on their physical debit card – including the card number (also called and hereinafter referred to as the Primary Account Number, or PAN), expiry date, its CVC or Card Verification Code (the 3-digit code on the back of the debit card) and the personal code for the physical debit card - from the Banking Wallet. The customer authentication process if retrieving data is described in item I.3.2. (Customer authentication in the Banking Wallet).

The credit institution shall not be liable for any charges for installing and using the Banking Wallet. In conjunction with using these services, the network provider may charge data transfer costs; these must be borne by the cardholder.

When installing the Banking Wallet, the cardholder must create a "Wallet PIN" using the identification procedure agreed for using ELBA. This will then be required for accessing the functions in the Banking Wallet. If the Wallet PIN is changed, the cardholder must confirm the change by entering the previous Wallet PIN..

**Access to the Banking Wallet is automatically blocked and the Banking Wallet deactivated if the Wallet PIN is entered incorrectly 5 times in a row.**

Reactivation of the installed Banking Wallet is possible using the identification process agreed for ELBA.

The cardholder is granted the simple, non-exclusive and non-transferable right to use the Banking Wallet, along with any updates and other components, for the duration of the usage agreement for their own private purposes.

Temporary restrictions on using the Banking Wallet may be necessary to perform maintenance/update routines on the technical set-up for the Banking Wallet. Should these restrictions be necessary between 06.00 and 24.00 hours, the credit institution will whenever possible inform the cardholder in advance, e.g. by means of a notification in ELBA. The credit institution is not liable for any losses to the account holder or cardholder in conjunction with the Banking Wallet caused by an independent third party or in some other way through an unavoidable event which is not due to a defect in the set-up or a technical failure of the credit institution's automated data processing systems.

The use of the Banking Wallet for commercial or trading purposes is prohibited. The cardholder may not change, copy, take apart, reconfigure, publish, duplicate or replicate the Banking Wallet, or create derivative products thereof. Prior to uploading data to the Banking Wallet, the cardholder must ensure that s/he has rights of use of that data and that the publication thereof is lawful.

The use of the mobile payment cards, payment services, customer loyalty programmes and value-added services stored in the Banking Wallet must be based on agreements concluded between the cardholder and the providers of these services. Where the credit institution is not itself the provider of these services, it is not a party to the contract(s) and has no possibility of influencing the third-party content to which access is being provided through the Banking Wallet. The credit institution offers no guarantees and assumes no liability for the third-party content (provided e.g. by card-issuing credit institutions or providers of customer loyalty programmes or value-added services) to which access is provided through the Banking Wallet. Should the credit institution become aware of illegal content in the Banking Wallet, it will delete this content or immediately block access to this content.

Access to the third-party content stored in the Banking Wallet is dependent on the cardholder meeting the requirements agreed with the third parties. This applies in particular to the identification of the cardholder using the features agreed with the third party (e.g. PIN and TAN).

The right of use commences with the downloading of the Banking Wallet and is granted for an indefinite period of time. The cardholder may terminate the rights of use at any time without having to give notice, and also through deleting the Banking Wallet from the mobile device. Unless there is good cause, the credit institution must give two months' notice prior to termination.

**Deleting the Banking Wallet from the cardholder's mobile device and terminating the usage agreement for the Banking Wallet may also lead to the cardholder no longer being able to use the digital debit card and other services provided by the credit institution or third parties (such as, in particular, mobile payment cards and other payment services) that were stored in the Banking Wallet.**

#### *2.3.3 Activating the digital debit card*

If the Banking Wallet is used, the digital debit card is activated by using the identification process (PIN/TAN or Signatur app - see item 4 of the Terms and Conditions for Electronic Banking Services (Internet Banking und ELBA business)) agreed between the credit institution and the cardholder for the credit institution's Electronic Banking service.

If a third-party wallet is used, activation is by way of a one-time password that the cardholder will receive by SMS, email or app notification.

### **3. PIN code and customer authentication**

#### 3.1 PIN code

If required for an agreed function, the cardholder will receive a PIN code in a sealed envelope from the credit institution, which will be sent to the last address notified for the cardholder by the cardholder him/herself or by the account holder. If the cardholder uses the credit institution's ELBA services, s/he can in future retrieve the PIN from there from a date to be notified by the credit institution.

The PIN code required for payments using the digital debit card is the same as the PIN code for the physical debit card, therefore there will be no further dispatch/display for the digital debit card.

#### 3.2. Customer authentication

Depending on the wallet used (item I.2.3.1), the prerequisite for using the digital debit card is the use of customer authentication ("**customer authentication**") on the mobile device. This customer authentication is a process tied to the mobile device that checks the cardholder's identity based on the device being used (by means of a device number assigned upon installation to the mobile device and registered in the credit institution's systems) together with the Wallet PIN code or a biometric method (e.g. fingerprint, facial recognition, iris scan etc.). If the Banking Wallet is used, the Wallet PIN is the PIN created by the cardholder in accordance with item I.2.3.2; if a third-party wallet is used, it is an access code agreed with the wallet provider (depending on the third-party wallet used, it may be possible to agree with the provider that the device's PIN code is also the Wallet PIN).

### **4. Debit card validity period; duration and termination of the card agreement**

#### 4.1 Debit card validity period

The debit card is valid to the end of the year or month shown on it. As long as the card agreement is in force, the cardholder will receive a new debit card in good time before the end of the validity period. Upon receipt of a new physical debit card, the cardholder is obliged to ensure the secure destruction of the old physical debit card. For as long as the card agreement is in force, the credit institution is entitled to recall the physical debit card for good cause and provide the cardholder with a new physical debit card. A digital debit card will be available to the cardholder for the duration of the validity of the physical debit card; the credit institution is entitled to make a new digital debit card available to the cardholder at any time.

#### 4.2 Duration of the card agreement

The card agreement is concluded for an indefinite period of time. It is terminated as a matter of course when the account holder's account is terminated.

The card agreement for a digital debit card ends with the termination of the card agreement for the physical debit card to which the digital debit card is mapped. **If the card agreement for the digital debit card is terminated, the card agreement for the physical debit card remains in force, unless this is also terminated.**

#### 4.3 Termination

##### *4.3.1. Regular termination*

###### *4.3.1.1 Termination by the account or cardholder*

Both the account holder and the cardholder may terminate the card agreement (for the physical and/or the digital debit card) as of the last day of a month at any time. Notice to terminate given on the last working day of a month will take effect on the first working day of the month following.

###### *4.3.1.2. Termination by the credit institution*

The credit institution may terminate the card agreement (for the physical and/or the digital debit card) by giving 2 months' notice.

##### *4.3.2. Extraordinary termination*

If there is good cause, the card agreement can be terminated with immediate effect by the account holder, the cardholder and the credit institution.

#### 4.4. Legal consequences of a termination

When an account is terminated, all the physical debit cards issued for that account must be returned without delay; when a card agreement is terminated the physical debit card in question must be returned without delay. When a card agreement is terminated, the cardholder must delete the digital debit card (if one is held) from their mobile device. The credit institution is entitled to block and/or withhold any debit cards not returned, and to delete any digital debit cards.

Any existing obligations the account holder and cardholder have will not be affected by the notice of termination or premature termination of the agreement and must still be fulfilled.

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 debit card. This shall not apply to one-time fees payable on the occasion of issuing of the debit card, or for the generation and delivery of the debit card.

## **5. Cardholders' duties of care**

- The passing of the debit card to third parties is not permitted.
- The passing of the mobile device to third parties without having previously deactivated the digital debit is not permitted.

**Warning:** If the digital debit card stored in the Banking Wallet on the mobile device is not deactivated, it will still be possible to make payments involving small amounts of money without having to enter the PIN code (see item II. 3).

The PIN code and the Wallet PIN must be kept secret and may not be disclosed to anyone, especially not to employees of the credit institution, other account holders or other cardholders. The PIN code and the Wallet PIN may not be saved to the mobile device. When using the PIN code and Wallet PIN the customer must take all reasonable precautions to protect them from unauthorised access.

If making payments with the debit card in the context of distance selling (item II. 5) the cardholder is obliged, if using the Signatur app, to take all reasonable precautions to protect it from unauthorised access.

## **6. Obligation to report lost or misused debit cards or their functions**

On becoming aware of any loss, theft, misappropriation, or any other unauthorised use of the debit card or one of its agreed functions, the cardholder and/or the account holder must immediately request a block be placed on the debit card or the function affected in the manner set out below in item 7.1. If the cardholder also files a report with the relevant authorities in the event of loss (for example if the card is lost or stolen), misappropriation or some other unauthorised use of the debit card, the customer shall, at the request of the credit institution, submit the original or a copy of this report to the bank.

## **7. Blocking a debit card, decreasing the debit limit**

### 7.1 Block initiated by the account holder or the cardholder

#### *7.1.1 Blocking of the debit card*

The account holder may request a block be placed on any of the debit cards issued for an account, or a cardholder may request this for their card, in one of the following ways:

- by calling at any time the dedicated **Raiffeisen SperrHotline für Karten und Electronic Banking** (hotline for blocking card and electronic banking); the relevant telephone number has been notified to the account holder by the credit institution 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
- from the credit institution during normal opening hours; or
- solely in respect of a physical debit card, through entering a blocking instruction in the ELBA service provided by the credit institution and used by the account holder or cardholder, using the agreed identification process.

The block will apply immediately after the instruction to block has been received.

A block placed on a physical debit card without stating the card's serial number will result in all the physical debit cards issued to the account being blocked. A block placed on a digital debit card without stating the card's serial number will result in all the digital debit cards issued to the account being blocked.

**A block placed on a physical debit card does not, however, cause a block to be placed on the digital debit card. A block placed on a digital debit card has no impact on the physical debit card. Separate requests must therefore be made to block both the physical debit card and the digital debit card.**

The account holder has the right to have any or all debit cards for the account unblocked, regardless of who initiated the block. The cardholder can only ask for a block to be lifted on a debit card if s/he originally requested the block.

#### 7.1.2 Blocking distance selling payments

The cardholder - but not the account holder - may specifically request to have a block placed on the options to pay for transactions remotely by debit card (item II.5). The block can also only be lifted by the cardholder.

#### 7.2 Block initiated by the credit institution

The credit institution is entitled to block the debit card completely, or to block certain functions, without the involvement of the account holder or the cardholder if

- a. this is justified for objective reasons in connection with the security of the debit card or of the systems accessible by means of the debit card;
- b. unauthorised or fraudulent use of the debit card is suspected; or
- c. the account holder has not fulfilled payment obligations associated with a debit card or the credit limit on their account (exceeded the overdraft limit granted) and
  - either the fulfilment of such payment obligations is jeopardised because the financial situation of the account holder or of a co-debtor has deteriorated or is now at risk
  - or the account holder has become, or is imminently in danger of becoming, unable to pay.

In the cases a. and c. the credit institution also has the right to decrease the transaction limits agreed for the debit card, without the involvement of the account holder or the cardholder.

To ensure protection against the misappropriation of card information that has been unlawfully obtained, the blocking of the card for the reasons of security mentioned in point a. above may also be restricted to specific countries. Information on the geographic scope of such blocking can be viewed on the credit institution's website using the key-word "Geo-control". In such a case, it is possible for the cardholder to have the block lifted for all the blocked countries in order to enable the actual use of the debit card in those countries.

A block on a debit card initiated by the credit institution will be reversed by the credit institution as soon as the reasons for the block no longer apply.

#### 7.3 Note about contactless payments involving small sums of money

**NB: A block placed on a physical debit card does not affect contactless low-value payments made without entering a PIN code. Payments involving small sums of money remain possible after blocking, up to an amount not exceeding EUR 125.00.**

### **8. Use of the debit card and its associated functions by the cardholder or by unauthorised third parties**

All transactions carried out by the cardholder using the debit card or its functions shall be for the account of the account holder. This also applies in particular if the cardholder is over 7 but still under 18 years of age, regardless of whether the legal transaction made using the debit card is valid or not, in view of the fact the cardholder is a minor.

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 credit institution 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.

### **9. 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 debit card or its functions must be resolved directly with the contractual partner. This applies in particular to the invoiced amount. The credit institution does not assume any liability for the contractual partner's settlement of the underlying transaction in accordance with the agreement.

### **10. Systems availability**

**NB:** It is possible, in particular outside Austria, that operating systems may be shut down for technical reasons beyond the control of the credit institution. In addition, the functioning of the terminals where the transaction cards can be used may be impaired due to third-party manipulation. **In such cases, the data set out in item I.5 that must be kept secret should not be disclosed to any third parties.** Cardholders are recommended to also take along other means of payment when travelling. In the abovementioned cases, delays may also occur in debiting the account.

### **11. Changes to the card agreement, the agreements on the debit card functions or to the Special Terms and Conditions**

Changes to the card agreement, the agreements on the individual functions of the debit card or to the Special Terms and Conditions will be proposed to the account holder – and will apply to the cardholder – by the credit institution no later than two months before the proposed date of their entry into force, as provided for in Section 2 of the General Terms and Conditions.

A proposed change within the meaning of section 2 of the General Terms and Conditions, regarding changes to the credit institution's services as set out in the card agreement, the agreements on the individual functions of the debit card or to the Special Terms and Conditions and the fees to be paid by the account holder is only permissible and in the following cases:

- with respect to entrepreneurs: proposed changes within the meaning of section 43 (2) of the General Terms and Conditions, if the conditions provided for within that section have been fulfilled;
- with respect to consumers: proposed changes in respect of the charges for payment services only, if the conditions provided for in section 44 of the General Terms and Conditions have been fulfilled; and proposed changes in respect of services provided by the credit institution (excluding credit interest) if the conditions provided for in section 47 of the General Terms and Conditions have been fulfilled.

The account holder's consent – also with effect for the cardholder – will be deemed to be given unless the credit institution has

received an objection from the account holder prior to the proposed entry into effect of the changes set out in the proposal. The credit institution will inform the account holder of this in the proposal setting out the change.

Account holders who are consumers shall be entitled to terminate the master agreement for payment services (current account agreement), or just the card agreement, without notice and free of charge until such change takes effect. The credit institution will also inform the account holder of this right in the proposal setting out the change.

## II. USE OF ATMS AND CASHLESS PAYMENTS

### 1. Cash withdrawals

The cardholder is entitled to withdraw cash at ATMs in Austria and abroad that bear one of the debit card service symbols shown on the debit card, using their debit card and PIN code, up to the limit for cash withdrawals agreed with the account holder. Digital debit cards can only be used at ATMs that bear the debit card service's (NFC) contactless function symbol shown on the debit card.

### 2. Cashless payments

At point of sale terminals which bear the relevant symbol of a debit card service shown on the debit card (hereinafter "**POS terminals**"), the cardholder is entitled to use the debit card and PIN 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 PIN code, a signature may be necessary.

By entering the PIN code and – if required at the POS terminal - confirming with the key marked "OK" or by providing a signature, as the case may be, the cardholder irrevocably instructs the credit institution to pay the invoiced amount, within the transaction limit agreed with the account holder, to the merchant in question. The credit institution hereby accepts this instruction.

Digital debit cards can only be used at POS terminals that bear the debit card service's (NFC) contactless function symbol shown on the debit card. Depending on the wallet (item I.2.3.1) used for storing the digital debit card and the requirements of the POS terminal, the entering of the PIN code in the POS terminal may not be required once customer authentication has taken place on the mobile device.

### 3. POS payments made without entering the PIN code

#### 3.1 Low-value payments at POS terminals

At POS terminals which bear the debit card service's contactless function symbol shown on the debit card, the cardholder shall also have the right to use the debit card to make payments - in contactless form - for goods and services of merchants in Austria and abroad, up to the amount of EUR 50.00 per individual transaction ("**low-value payments**"), without signing and/or without entering the PIN code, simply by holding the debit card up to the POS terminal. In the case of low-value payments, the cardholder, simply by holding the debit card up to the Merchant's POS terminal, irrevocably instructs the credit institution to pay the invoiced amount to the merchant in question. Once the debit card has been held up to the POS terminal, the payment instruction can no longer be revoked. The credit institution hereby accepts this instruction. For security reasons, the sum of the amounts payable by means of low-value payments in quick succession is limited to a total of EUR 125.00. After reaching that limit, the cardholder must make carry out a transaction using their physical debit card and entering the PIN code. The amount limits referred to above will not apply if the PIN code is not entered because payment is being made with a digital debit card with customer authentication on the mobile device (item II. 2 final sentence).

Prior to the first use of the physical debit card for a low-value payment, this function must be activated by inserting it into a POS terminal or ATM and entering a 4-digit number of the cardholder's choosing just once.

#### 3.2 Payments of transport or parking fees

Payments of transport or parking fees at unmanned POS terminals in Austria and abroad are possible in the way described in item 3.1 up to the limits (item II. 7) agreed with the account holder for payments at POS terminals and for remote payments without having to enter the PIN code.

### 4. Payments in apps and in the internet using a digital debit card stored in a third-party wallet

If the cardholder has stored their digital debit card in a third-party wallet and the digital debit card stored there can be used as a payment option, the cardholder is entitled to make cashless payments in apps and on websites on the internet for goods and services from merchants in Austria and abroad up to the limit agreed in accordance with item II.7. The payment transaction will be initiated by clicking on the button provided for this payment. By confirming the payment by means of customer authentication, the cardholder irrevocably instructs the credit institution to pay the invoiced amount, within the transaction limit agreed with the account holder, to the merchant in question. The credit institution hereby accepts such instruction.

### 5. Remote payments using the physical debit card

#### 5.1 Scope of application for this item (item 5)

a. This section applies to card agreements concluded for a physical debit card from 01.04.2021 onwards.

b. For card agreements prior to this date, this section applies if

- the cardholder had already, at an earlier date, signed an agreement for the use of the 3D-Secure debit card service for internet payments. In such a case, this section replaces the clauses in the Special Terms and Conditions for cashless payments in the internet as part of the 3D-Secure debit card service (version 2019). Until such time as a new debit card with the e-commerce function is received, the physical debit card cannot be used, in the context of distance selling, to instruct recurring payments to be made or payments of unspecified amounts.
- cardholders receive a new debit card with the e-commerce function on or after 01.04.2021 and use it for one of the types of remote payments dealt with in this section. In such a case, the cardholder gives their
- consent to this section - which is also binding on the account holder - with the first remote payment made in this way. The cardholder will be reminded of this prior to authorising the card payment as part of the 3D-Secure process (item 5.3.1.1).

#### 5.2 Card data used in the context of distance selling

Card data, within the meaning of this section, is the

- card number
- expiry date (month and year)

- card verification code (a three-digit card verification code which can be found on the reverse side of the debit card (also referred to as the CVC)).

### 5.3 Remote payments (payments in the context of distance selling)

#### *5.3.1 One-time and recurring payment transactions*

The cardholder is entitled, within the limit agreed with the account holder, to use the physical debit card - without having to present it - to make remote, cashless payments for one-off and recurring goods and services supplied by merchants in Austria and abroad, where the merchant offers this facility.

##### *5.3.1.1 3D-Secure process*

Remote payments made with the physical debit card to merchants based in the European Economic Area are only permitted as part of the 3D-Secure process of the debit card service displayed on the debit card. These payments are possible if the cardholder uses the credit institution's ELBA services and has configured their computer system so that it meets the technical requirements for the 3D-Secure process (such as e.g. opening up pop-up windows). Payment is authenticated by means of the Signatur app agreed for use of the credit institution's ELBA services. By authenticating the payment in the Signatur app, the cardholder irrevocably instructs the credit institution to pay the invoiced amount, within the transaction limit agreed with the account holder, to the merchant in question. The credit institution hereby accepts this instruction.

If a merchant based outside of the European Economic Area offers remote payments under the 3D-Secure process of the debit card service displayed on the debit card, this process should be used even if the merchant also offers other processes for payments with the physical debit card.

**NB: In the case of recurring, remote payments to the same creditor, the cardholder is only authenticated at the first time of paying, but not for subsequent payments.**

##### *5.3.1.2 Other remote payments*

If a merchant based outside of the European Economic Area does not offer remote payments under the 3D-Secure process of the debit card service displayed on the debit card, payments with the physical debit card can also be made by disclosing the card data. In such a case, by disclosing the card data, the cardholder irrevocably instructs the credit institution to pay the invoiced amount, within the transaction limit agreed with the account holder, to the merchant in question. The credit institution hereby accepts this instruction. In the case of recurring payments, the instruction issued with the first payment is deemed to apply for all subsequent payments.

#### *5.3.2 Gambling transactions - payment of winnings:*

When agreeing to make recurring payments to gambling companies, the cardholder has the option to have any winnings (e.g. from lotteries) paid to the account on which the debit card was issued. The cardholder is entitled to provide the gambling company with the card data so that these payment transfers can be made.

#### *5.3.3 Payment transactions for which the amount to be paid is not known in advance*

In the case of a payment instruction where the exact amount to be paid is not known at the time at which the cardholder consents to the payment transaction being made, a sum of money to which the cardholder has consented and which comes under the limit agreed with the account holder will be blocked. The credit institution will release the blocked sum of money immediately after it has been informed of the precise amount of the payment transaction, and at the very latest after the payment instruction has been received.

The account holder is liable for payment of the amount submitted by the merchant to the credit institution, up to the amount blocked.

The account holder is entitled to reimbursement if the amount submitted exceeds the amount that could reasonably have been expected, given the cardholder's spending behaviour up until that point, the conditions set out in the card agreement and the individual circumstances of the case.

If so demanded by the credit institution, the cardholder or the account holder must provide the facts and circumstances of the case. The account holder or the cardholder must assert the right of the account holder to reimbursement from the credit institution within eight weeks of the account being debited with the amount in question, otherwise the right to reimbursement will be precluded. Reimbursement will be by way of an amount credited to the account for which the debit card was issued.

The account holder has no right to reimbursement if s/he had already been informed or notified about the payment transaction pending by the credit institution or the merchant at least 4 weeks prior to the due date. The credit institution does this by means of a notification in the ELBA mailbox. If the account holder does not use the ELBA mailbox, the information is sent to an email address which the credit institution was given by the account holder for communication purposes. If the account holder has not given the credit institution an email address, the information is printed out on the statement.

**NB: Payment transactions of this sort, for which the amount to be paid is not known in advance, are often demanded by, for example, hotels and car rental companies. In such cases, please check and compare the contract and the settlement statement with/from the contracting company very carefully.**

#### *5.3.4 Trusted recipients*

The account holder, as part of the 3D-Secure process of the debit card service displayed on the debit card, has the opportunity to designate merchants in the home market and abroad as trusted recipients. Remote payments using the physical debit card to merchants which the account holder had previously designated trusted recipients can be made - also by the cardholder - without the use of the 3D-Secure process (item 1.5.3.1.1.), simply through disclosing the card data.

In such a case, by disclosing the card data, the cardholder irrevocably instructs the credit institution to pay the invoiced amount, within the transaction limit agreed with the account holder, to the trusted recipient in question. The credit institution hereby accepts this instruction. In the case of recurring payments, the instruction issued with the first payment is deemed to apply for all subsequent payments.

For security reasons, the credit institution is entitled, also in the case of trusted recipients, to demand use of the 3D-Secure process for authentication purposes in individual cases, or not to accept individual merchants as trusted recipients.

The account holder can instruct the credit institution to remove a trusted recipient from their list. From a date to be notified by the credit institution, the account holder will be able to view and remove designated trusted recipients in the credit institution's ELBA facility using the identification process agreed for this purpose.

### 5.4. Viewing the card verification code (CVC) in ELBA

If the account holder uses the credit institution's ELBA facility, from a date to be notified by the credit institution s/he will be able to view the card verification code (CVC) using the identification process agreed for ELBA

## 6. P2P payments

### 6.1 Description of the P2P function

The P2P function allows the cardholder, with the aid of the digital debit card stored in the Banking Wallet on a mobile device

- to send cashless sums of money to a selected recipient who holds a debit or a credit institution issued by this credit institution or another Austrian credit institution, and
- to receive sums of money (= the money is paid by a third person to the cardholder).

### 6.2 Authentication of the P2P payment.

Authentication in the context of sending a sum of money will be performed through the process set out in item I.3.2. (Customer authentication in the Banking Wallet).

### 6.3 Use of the P2P function

#### 6.3.1 Sending money

The cardholder is entitled to make cashless payments in euros with their debit card by means of the P2P function, up to the limit agreed for this function; the payment instruction requires the recipient's debit or credit card number (PAN) to be obtained. The cardholder instructs the credit institution, by means of the authentication process (see item 6.2), to pay out the payment sum to the recipient.

Once the instruction has been issued payment instructions given using the P2P function can no longer be revoked. The credit institution hereby accepts the payment instruction created through this form of instruction.

#### 6.3.2 Receiving money

The cardholder is entitled to receive cashless sums in euros on their debit card up to the limit agreed for this function. The credit institution is obliged and irrevocably authorised to credit sums received by the cardholder through their debit card to the account for which the debit card was issued.

#### 6.3.3 Transactions in euros only

Transactions performed as part of the P2P function are only possible in euros.

## 7. Limits, account coverage, settlement

### 7.1 Limits

The account holder and the credit institution shall agree on the relevant transaction limit per unit of time (e.g. per day, per week or per month) up to which the debit card may be used to draw cash from ATMs (see item II.1), and make the following types of payment:

- cashless payments at POS terminals (item II.1.2 - 3),
- in apps and in the internet using a digital debit card stored in a third-party wallet (see item II.4),
- remote payments in the context of distance selling (see item II.5),
- payments by means of the P2P function (item II.6).

The limits apply jointly to all physical and digital debit cards issued to an account. P2P payments count towards the maximum limits agreed for debit card payments at POS terminals. Limits can also be agreed through the credit institution's ELBA service, as well as through the Banking Wallet (item I.2.3.2), where this option has been provided for.

For cash dispensers situated on the credit institution's premises or the premises of other credit institutions to be fixed in the card agreement (see item III.1 below), other cash withdrawal options may be agreed to which the abovementioned limits shall not apply. In addition, any cash withdrawals under such other withdrawal options shall also not count towards the maximum amount that may be withdrawn as set out in item II.7.1. **The account holder's total risk in the event of improper use of the card is thus increased.**

The account holder is entitled to request, at the branch at which the account is held, that the limit be lowered without having to give reasons.

Item I.7.2 of these Special Terms and Conditions apply in respect of the credit institution lowering limits.

### 7.2 Account coverage

Within the framework of the limits agreed, the cardholder may only withdraw cash from ATMs and make cashless payments to the extent that there are sufficient funds (credit sum plus agreed overdraft limit) in the account for which the debit card was issued.

### 7.3 Settlement

#### 7.3.1 Account debits

Cash withdrawals and cashless payments made with the debit card will be debited from the account and notified to the account holder in the form agreed for receiving communications.

#### 7.3.2 Foreign currency

For the settlement of foreign currency 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;
- 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 foreign currency exchange rates may be obtained from the credit institution or from [www.psa.at](http://www.psa.at). The date on which the exchange rate is calculated is the day on which the cash is withdrawn or the cashless payment made. 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.

The credit institution will inform the cardholder without delay, in a month in which it has received a first payment instruction for a currency in the Union other than the euro due to a cash withdrawal from an ATM (point II.1) or a cashless payment at a POS terminal (points II.2 and 3), of the total currency exchange fees that it will charge for translating the amount to be paid into euros, expressed as a percentage mark-up on the last available reference exchange rates for the euro from the European Central Bank.

The cardholder will receive the communication on the currency conversion fees, which will apply also to the account holder, via the email address that s/he has notified to the credit institution for communications purposes. If the cardholder has not notified the credit institution of an email address, the information about the currency conversion fees cannot be communicated. The cardholder - or the account holder, which will then apply to the cardholder - can opt not to receive notifications about currency conversion fees. If a debit card was issued for a business person's account, the notifications about currency conversion fees will not be sent.

### III. SELF-SERVICE AREA

The physical debit cards issued by the credit institution may be used to operate the self-service equipment referred to in this section which is made available by the credit institution 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 Austrian credit institutions
- also in respect of the digital debit card.

#### 1. ATMs

For ATMs outside of the debit card service that can be used in the credit institution itself or in other credit institutions as detailed in the card agreement, the clauses in section II and in particular the clauses in point 7.1 concerning the separate possibilities of withdrawing cash from these machines apply.

#### 2. Statement Printer

If the account holder agreed the use of the statement printer with the credit institution, the following shall apply:

The cardholder can print out account statements for the account to which the debit card pertains by using that debit card at the self-service terminals situated on the credit institution's premises. Regardless of such printing option, account statements may in individual cases also be mailed to the account holder or held for collection at the counters of the branch of the credit institution maintaining the account.

The credit institution cannot be held liable for any damage arising out of the late, improper, or omitted collection or delivery of an account statement. Upon collection 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 postings by the credit institution in the statements shall begin. The account holder who is entrepreneur shall be obliged to regularly collect and/or retrieve account statements by means of the statement printer.

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

The debit cards may be used for deposits, transfers, and account queries (including transactions completed and orders noted) at the terminals situated on the credit institution's premises.

In order to make a payment transfer using a self-service terminal, the cardholder also needs to authorise the transfer with their signature or must enter their personal code.

Deposits using a self-service terminal will only be accepted and credited 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 payment transfer instructions given to the credit institution via a self-service terminal by using the debit 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 I.7 of these Special Terms and Conditions shall also apply to such function. The transaction limits agreed with the account holder for the debit card service shall not apply to the transfer instructions referred to herein.

### IV. OTHER DEBIT CARD FUNCTIONS

#### 1. Proof of age

With the physical debit card, the cardholder can prove to third parties whether s/he has exceeded a certain age limit relevant to the third party. Confirmation of this by the credit institution can be obtained electronically by the third party using the physical debit card presented for this purpose by the cardholder personally or at technical facilities.

#### 2. Mail collection

Physical debit cards will also be used as evidence of the authorisation to pick up mail being held at a branch. The credit institution is not obliged to demand other forms of identification before handing over mail.

#### 3. Signature verification

Physical debit cards which have been signed by the cardholder (see item I.2.2) will also be used for examining the signatures on orders personally issued to the credit institution by the cardholder. If the cardholder withdraws cash at a branch of the credit institution other than the one which issued the card, the credit institution disbursing the cash will examine the signature of the



cardholder by comparing it to the signature on the debit card.

**4. Other Functions**

Additional functions of the debit card (such as access to a safe) shall be agreed between the credit institution and the account holder.