



Special Terms and Conditions for Digital Debit Cards

Version: May 2018

I. General provisions

I. Scope of application for the terms and conditions

These terms and conditions apply to the use of digital debit cards which Raiffeisenbank has issued for cash withdrawals and/or cashless payments to designated points of acceptance, within the scope of the various debit card services as agreed with Raiffeisenbank.

The actual functions of the digital debit card must be agreed with Raiffeisenbank. Raiffeisenbank is under no obligation to enable other functions of the digital debit card than those agreed by it with the account holder.

II. Prerequisites of usage

1. Mobile device and secure memory element

A suitable mobile device ("**mobile device**") is required in order to use the digital debit card. The digital debit card is saved encrypted in a secure element ("**secure element**") to which the mobile device has access, meaning that there is no physical card. This storage is referred to hereafter as "**personalisation**".

The card holder must direct all matters associated with the mobile device and/or its SIM card (e.g. blocking/unblocking of the SIM card, contracts with the mobile network operator) to the mobile network operator with whom they have entered into a contractual relationship. The card holder shall be responsible for all fees charged by the mobile network operator in connection with the use of the digital debit card.

2. Personal code

The personal code required for payments with the digital debit card is a 4-digit combination of numbers which the card holder receives for each card.

III. Issuing of the digital debit card

1. Card application

An account holder who wishes to have a digital debit card issued must make a card application to Raiffeisenbank providing the mobile phone number for the relevant mobile device.

2. Issuing to account holder and authorised signatory

Digital debit cards will be issued only to natural persons who are individually authorised to dispose of the account maintained at the Raiffeisenbank either as account holders or as authorised signatories. In the case of joint accounts the issuing of digital debit cards to authorised signatories requires the consent of all account holders; they may be issued to an account holder without the consent of the other account holders. Authorised signatories who have a digital debit card issued to them must sign the card application and thereby accept the applicability of these terms and conditions.

These terms and conditions govern the legal relations between the holder of an account to whom digital debit cards are issued, as well as between the relevant authorised holder of this digital debit card (cardholder) on the one hand and Raiffeisenbank on the other.

All disposals made by the cardholder using the digital debit card shall be made for the account of the account holder. This applies in particular if the cardholder has reached the age of 7 years, but has not yet reached the age of 18 years, irrespective of whether the legal transaction that has been concluded using the digital debit card is valid (by reason of the minority age of the cardholder).

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 Raiffeisenbank 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.

3. Personalisation of the digital debit card, mobile code

In order for the card holder to be able to personalise and use the digital debit card, the card holder must

- download an app for the purposes of personalisation and use of the digital debit card (hereafter referred to as “**app**”) and
- enter the activation code selected by the card holder personally or provided to him or her by Raiffeisenbank into the app.

Following personalisation of the digital debit card the card holder must determine the mobile code for this card via the app. The mobile code is a 4-digit combination of numbers which must be entered via the app in the following cases:

- as part of the process to extend the validity period for the digital debit card,
- in order to delete the digital debit card on the “secure element”,
- to enable additional low-value payments,
- in order to display the entire card data which is otherwise protected.

The digital debit card may no longer be used for security reasons if the mobile code is entered incorrectly three times. The digital debit card must be personalised once again in this case. The card holder must direct a request to Raiffeisenbank for this purpose.

The mobile code may be amended by the card holder at any time using the app.

4. Right to use the app

Raiffeisenbank grants the card holder a non-transferable and non-exclusive right to use the app through installation of the app. Any reproduction or modification of the app software is prohibited.

IV. Use of the digital debit card

1. ATMs

The card holder is entitled to withdraw cash up to the agreed limit using the digital debit card and a personal code at ATMs at home and abroad that feature the “contactless” debit card service symbol.

2. POS cash registers

The card holder is entitled to make cashless payments at home and abroad up to the agreed limit at cash registers featuring the “Contactless” debit card service symbol (“**POS cash registers**”) using the digital debit card by holding the mobile device out and entering the personal code for goods and services from commercial enterprises and service companies (hereafter referred to as “**contracting companies**”).

By entering the personal code and – if required at the POS cash register – pressing the “OK” button the card holder irrevocably instructs Raiffeisenbank to pay the invoice amount to the contracting company within the scope of the limit agreed for this by the account holder. The Raiffeisenbank hereby accepts this instruction.

3. Low-value payments

The card holder is entitled to make a contactless payment for goods and services from contracting companies at home and abroad up to the amount of EUR 25.00 (“**low-value payments**”) per single transaction at POS cash registers featuring the “Contactless” debit card service symbol using the digital debit card without entering the personal code by merely holding the mobile device to the POS cash register.

The card holder irrevocably instructs Raiffeisenbank to pay the invoice amount to the relevant contracting company for low-value payments by merely holding the mobile device to the contracting company’s POS cash register. The Raiffeisenbank hereby accepts this instruction.

For security reasons, the total amount that may be paid for low-value payments in direct succession without entering the personal code is limited to EUR 125.00 per calendar day in total. If this amount is exceeded by directly consecutive low-value payments on one calendar day, the cardholder must make a payment with a personal code to activate further low-value payments. If the secure element is on the SIM card of the mobile

device, it can also be activated by entering the mobile code in the app. Raiffeisenbank is entitled to extend the period from one calendar day to one calendar week if objective grounds provide justification for this in relation to the security of the digital debit card or the systems that can be used with this.

4. Disputes related to the underlying transaction

Differences of opinion and reciprocal claims that arise from the legal relationship between the cardholder and their contractual partner regarding deliveries of goods and services for which the cardholder has made a cashless payment using the digital debit card must be clarified directly with the contractual partner. This applies in particular in regard to the amount charged to the card. The Raiffeisenbank does not assume any liability for the contractual partner's settlement of the underlying transaction in accordance with the agreement.

5. 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 Raiffeisenbank. The functional capabilities of the acceptance points or of the mobile device may also be impaired as a result of tampering by third parties. The personal code may not be forwarded to third parties in these cases either. Taking other forms of payment in addition is recommended, particularly on trips. There may also be delays to the debiting of the account in the cases stated.

V. Limits on usage, account coverage and accounting

1. Limit

The account holder and Raiffeisenbank will agree on the limit per time unit (e.g. daily or weekly) whereby the digital debit card can be used

- in order to withdraw cash from ATMs or
- to make cashless payments at POS cash registers.

Special transaction and withdrawal options may be agreed for the ATMs available at Raiffeisenbank itself to which the limits mentioned above will 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 debit card service. This results in an increase to the account holder's overall risk in cases of abuse.

The account holder, without having to substantiate his/her request, may request the Raiffeisenbank maintaining the account to decrease the transaction limit. Point X.2 of these Special Terms and Conditions applies to changes to the limit by Raiffeisenbank.

2. Account coverage

The cardholder may only withdraw cash from ATMs or make cashless payments (including low-value payments) to the extent that the account for which the digital debit card was issued is covered by corresponding funds (credit balance or arranged overdraft).

3. Accounting

Cash withdrawals and cashless payments (including low-value payments) completed with the digital debit card will be debited from the account with notification provided in the format agreed with the account holder for receipt of statements. 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 currency units which are fixed to the euro, at the respective fixed rate;
- for currencies of states which are not Member States of the European Monetary Union, at the foreign currency rate determined as described below.

The foreign currency exchange rate is determined on the basis of the foreign exchange selling rates of Austrian and foreign credit institutions as published on the website austrofx.at, which is 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 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 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, which is shown on the homepage of PSA Payment Services Austria GmbH psa.at, shall apply.

The exchange rates can be requested at the credit institution or accessed at psa.at. The exchange rate day for the conversion is 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.

VI. Validity period of the digital debit card

The digital debit card is valid until the end of the year or the month displayed in the app for the relevant digital debit card. The cardholder will receive a new digital debit card before the validity period for their digital debit card expires provided that they have a Card Agreement in place. The account holder will be notified via the app that there is a new digital debit card available for personalisation. In order to personalise the digital debit card with the new validity period the cardholder must enter the mobile code for the existing digital debit card into the app.

In addition to this, Raiffeisenbank shall also be entitled to provide a new digital debit card to the cardholder at any time if there is a Card Agreement in place.

VII. End of the Card Agreement

The Card Agreement is entered into for an indefinite term. It shall in all cases end once the account holder's account is terminated.

Both the account holder as well as the cardholder may terminate the Card Agreement at any time effective the last date 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 Raiffeisenbank 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 by the account holder, the cardholder or Raiffeisenbank. Existing obligations of the account holder and cardholder will not be affected by notice of termination or early termination and have to be fulfilled.

Ongoing cyclical charges for use of the digital debit card will be reimbursed to an account holder who is a consumer pro rata upon termination of the Card Agreement. This will not apply to charges for issuing the digital debit card which are incurred as one-off charges when the digital debit card is issued.

VIII. Deletion of the digital debit card

1. Deletion upon termination of the Agreement

The cardholder must ensure that all associated digital debit cards from Raiffeisenbank are deleted by entering the mobile code via the app once the account connected with the Card Agreement is terminated. Raiffeisenbank shall be entitled to delete the associated debit cards saved in the "secure element" upon termination of the account or the Card Agreement.

2. Deletion without termination of the Agreement

The cardholder must additionally delete the digital debit card locally in the following cases by entering the mobile code via the app:

- when exchanging the SIM card used for the digital debit card, provided that the “secure element” is located on the SIM card
- when exchanging the mobile device used for the digital debit card, provided that the “secure element” is located on the mobile device
- upon termination of the Telecommunications Agreement with the current mobile network operator (with or without transferral of the same telephone number)
- upon assignment of the Telecommunications Agreement with mobile device and/or SIM card to a third party, provided that the “secure element” is located on the mobile device or the SIM card.

IX. Protection of the digital debit card from access by third parties and confidentiality of the personal code, mobile code and activation code

The cardholder is under an obligation in their own interests to store the mobile device upon which the digital debit card is located with due care and to protect the digital debit card from access by third parties. The mobile device may not be assigned to third parties unless the digital debit card(s) allocated to the end device have been deleted.

The personal code, mobile code and activation code must be kept confidential and may not be disclosed to anyone, including in particular employees of Raiffeisenbank, other account holders or other cardholders. The personal code may not be saved on the mobile device. Care must be taken when using the personal code and mobile code care in order to ensure that these are not mined by third parties.

In the event that the digital debit card is lost, stolen, misused or otherwise used without authorisation then the cardholder or account holder must arrange for the digital debit card to be blocked with the branch managing the account or via the emergency block telephone number as soon as the cardholder or account holder becomes aware of this.

The cardholder must arrange for blocking of the digital debit card with Raiffeisenbank and if necessary for blocking of a SIM card with the mobile network operator independently of each other.

X. Blocking of the digital debit card

1. Blocking by the account holder or cardholder

A request to block a digital debit card may be made by the account holder or the relevant cardholder as follows:

- by telephone at any time, using the Raiffeisen blocking hotline for cards and electronic banking which has been set up for this purpose; the telephone number of this hotline has been communicated to the account holder by Raiffeisenbank and can be found on the website raiffeisen.at, or
- via an emergency blocking hotline established for this purpose by Payment Services Austria GmbH (“PSA emergency blocking telephone number”) (the emergency blocking telephone number can be found in Austria from the labelling on any ATM or from the bankomatkarte.at website or from any bank), or
- from Raiffeisenbank at the relevant applicable opening times.

In the above cases a block becomes effective as soon as the blocking order is received. A block without further information on the card sequence number shall result in a block on all digital debit cards issued for the account until further notice.

The account holder shall be entitled to arrange for a lifting of a block on digital debit cards or individual digital debit cards related to their account. Once a block has been implemented a new digital debit card will only be created following a request by the account holder.

2. Block by Raiffeisenbank

Raiffeisenbank shall be entitled to block the digital debit card or to reduce the limits agreed for the digital debit card without involvement from the account holder or cardholder if

- i. objective grounds provide justification for this in relation to the security of the digital debit card or the systems that can be used with this;
- ii. there is a suspicion that the digital debit card has been used without authorisation or fraudulently; or
- iii. if the account holder has not fulfilled his/her payment obligations in connection with a credit line linked to the payment instrument (arranged overdraft, overdraft), and
 - either the fulfilment of these payment obligations is at risk as a result of a deterioration of or risk to the assets of the account holder or a co-debtor, or
 - the account holder is insolvent or is under immediate threat of insolvency.

In cases (i) and (iii) Raiffeisenbank shall also be entitled to reduce the limits agreed for the digital debit card without involvement from the account holder or cardholder.

A block on the security grounds stated in (i) may also only relate to certain countries for the purposes of providing protection from misuse of mined card information. You can retrieve information on the geographic scope of such blocking on the homepage of the Raiffeisenbank under the key-word "Geo-control". In this event the cardholder has the option of having the block lifted for all the blocked countries together in order to allow the digital debit card to be used in these countries.

Please note: the block is not effective on low-value payments without entering the personal code. Low-value payments can still be made up to a maximum amount of EUR 75.00 after the block has been implemented. Please note: blocking of the mobile device's SIM with the mobile network operator with which the Telecommunications Agreement has been entered into does not result in a simultaneous block of the digital debit card. The digital debit card must be blocked separately! The digital debit card can still be used if it has not been blocked, despite a blocking of the SIM.

XI. Changes to the Card Agreement or to these terms and conditions

Changes to the card agreement or the Special Terms and Conditions shall be proposed to the account holder – also with effect for the Cardholder – by Raiffeisenbank 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. The account holder's consent – also with effect for the cardholder – will be deemed to be given unless Raiffeisenbank has received an objection from the account holder prior to the proposed entry into effect of the changes set out in the offer. The Raiffeisenbank shall indicate this to the account holder in the offer of change. A proposed change within the meaning of this Section 2, regarding changes to Raiffeisenbank's services laid out in the card agreement, or the Special Terms and Conditions and the account holder's fees is only permissible and effective if the conditions stipulated in Sections 43 (2), 44 and 46 to 47a of the General Terms and Conditions are fulfilled.

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. Raiffeisenbank shall indicate this, too, to the account holder in the offer of change.