

# **Special Terms and Conditions for Debit Cards**

Version 2019

# I. General provisions

#### 1. Scope of Application

These Special Terms and Conditions shall apply to the use of debit cards issued by the Raiffeisenbank for use:

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

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

#### 2. Issuance of the Debit Cards

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

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 issuance of debit cards to authorised signatories requires the consent of all account holders, whilst the issuance of a debit card to an account holder is permissible without the consent of any other account holder. Authorised signatories to whom a debit 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 debit card immediately after receipt in the place designated for this purpose. The debit cards shall remain the property of the Raiffeisenbank.

#### 3. Validity Period and Return of the Debit Card, Duration und End of the Card Agreement

(i) The debit 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 debit card timely before the end of the period of validity. After receipt of the new debit card, the cardholder is obligated to ensure the secure destruction of the old debit card. The debit 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 Raiffeisenbank may recall the debit card for an important reason and make a new debit card available to the cardholder. Upon the closing out of the account, all debit cards issued for that account shall be returned without delay, and upon termination of the card agreement, the respective debit card shall be returned without delay. The Raiffeisenbank is authorised to block and/or confiscate any debit cards which have not been returned.

(ii) The card agreement will be executed for an unspecified period of time. It shall in all cases end once the account holder's account is terminated.

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 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 the 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.

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 fees payable once, namely on the occasion of the issuance of the debit card, for the generation and delivery of the debit card.

## 4. Account Holders and Cardholders

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

#### 5. Safekeeping of the Debit Card and Secrecy of the Personal Code

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

The personal code shall be kept secret. It may not be written down on the debit card. The personal code may not be disclosed to anyone, including without limitation relatives of the cardholder, employees of the Raiffeisenbank, 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.

#### 6. Reporting Obligation for Lost or Misused Debit Cards

On becoming aware of any loss, theft, misappropriation, or any other unauthorised use of the debit card, the cardholder and/or the account holder shall without undue delay cause the blocking of the debit card as agreed upon in the following point 7. If the cardholder also files a report with the competent authorities in the event of a missing debit card (for example if the card is lost or stolen) or in the event of misappropriation or any other unauthorised use of the debit card, the customer shall, at the request of the Raiffeisenbank, submit the original or a copy of such report to the bank.

#### 7. Blocking the Debit Card, Decreasing the Debit Limit

The account holder or the relevant cardholder may have the debit 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 Raiffeisenbank and can also be obtained from the website www.rbinternational.com, 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; or
- at the Raiffeisenbank 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 debit cards issued for a given account. The account holder shall have the right to have any or all debit cards for the account unblocked. After blocking has been effected, a new debit card will be issued only if the account holder so requests in writing.

The Raiffeisenbank shall have the right to block the debit 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 debit card or of the systems accessible by means of the debit card. or
- (ii.) if unauthorised or fraudulent use of the debit card is suspected, or
- (iii.) in case the account holder has failed to honour a credit line associated with the debit card or his/her account (arranged overdraft or overdraft) and
- either the fulfilment of such payment obligations is jeopardised because the financial situation of the account holder or of a co-debtor deteriorates or is put at risk, or
- the account holder has become, or is imminently in danger of becoming, unable to pay.

In the cases (i) and (iii), the Raiffeisenbank shall also have 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 spied out, the blocking of the card for the reasons of security mentioned in (i) above may also be restricted to specific countries. You can retrieve information on the geographic scope of such blocking on the homepage of the Raiffeisenbank under the key-word "Geo-control". In that case, it is possible for the cardholder to have the blocking cancelled for all the blocked countries in order to enable the actual use of the debit card in those countries.

Note: The blocking of a debit card shall not affect contactless low-value payments made without entering a personal code. Low-value payments shall remain possible after blocking, up to an amount not exceeding EUR 75.00.

### 8. Use of the Debit Card by the Cardholder or by Unauthorised Third Parties

All transactions carried out by the cardholder when using the debit 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 debit 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 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.

#### 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 shall be resolved directly with the contractual partner. This shall apply in particular to the invoiced amount. The Raiffeisenbank does not assume any liability for the contractual partner's settlement of the underlying transaction in accordance with the agreement.

#### 10. 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. 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.

#### 11. Changes to the Card Agreement or to these Special 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. The Raiffeisenbank shall indicate this, too, to the account holder in the offer of change.

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

#### 1. Rights of the Cardholder

#### 1.1. Cash Withdrawals

With the debit card and the personal code, the cardholder is entitled to draw cash at ATMs within Austria and abroad which are designated with the relevant symbol of a debit card service indicated on the debit 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 symbol of a debit card service shown on the debit card (hereinafter "POS terminals"), the cardholder may use the debit 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 – 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 Raiffeisenbank to pay the invoiced amount, within the transaction limit agreed with the account holder, to the corresponding Merchant. The Raiffeisenbank hereby accepts such instruction.

#### 1.3. Low-value payments

At point of sale terminals which are designated with the symbol of the contactless function of the debit card service 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 25.00 per individual transaction ("low-value payments"), without inserting the debit card, without signing and/or without entering the personal code, by just holding the debit card near the POS terminal. In the case of low-value payments, the cardholder, by just holding the debit card near the Merchant's POS terminal, irrevocably instructs the Raiffeisenbank to pay the invoiced amount to the corresponding Merchant. The Raiffeisenbank hereby accepts such instruction. For security reasons, the sum of the amounts payable by means of immediately successive low-value payments is limited to a total of EUR 125.00. After reaching that limit, the cardholder must make one payment entering his/her personal code.

Prior to the first use of the debit card for low-value payments, this function must be activated by inserting it into a POS terminal or ATM and entering a random 4-digit number.

#### 2. Transaction Limit

The account holder and the Raiffeisenbank 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 (point II.1.1 above), and
- make cashless payments at POS terminals (point II.1.2 above).

For cash dispensers situated on the Raiffeisenbank premises (see point III.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 debit card 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 Raiffeisenbank maintaining the account to decrease the transaction limit. Points I.6 and I.11 of these Special Terms and Conditions shall apply to any change in the transaction limit on the part of the Raiffeisenbank.

#### 3. Covering the Account

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

#### 4. Settlement of Accounts

#### 4.1. Account Debits

Cash withdrawals and cashless payments (including low-value payments) made with the debit 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 <a href="https://www.austrofx.at">www.austrofx.at</a> 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 <a href="www.austrofx.at">www.austrofx.at</a> without taking into account the rates for the banks which are members of the Raiffeisen Banking Group.

At least five rates published on <a href="www.austrofx.at">www.austrofx.at</a> (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 <a href="www.psa.at">www.psa.at</a> shall apply.

The translation rates (reference exchange rates) may be obtained at the Raiffeisenbank or from <a href="www.psa.at">www.psa.at</a>. The translation rate shall be the one in effect on the day on which Payment Service 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.

## III. Self-Service Area

The debit cards issued by the Raiffeisenbank may be used to operate the self-service equipment referred to in this Section which is made available by the Raiffeisenbank 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 Raiffeisenbanks in Austria.

#### 1. Cash Dispensers

For cash dispensers outside the debit card service that are situated on the Raiffeisenbank premises, the provisions of Section II shall apply. If other cash withdrawal options have been agreed for the cash dispensers situated on the Raiffeisenbank premises, the transaction limits agreed for the debit card service 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 debit card service. 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 Raiffeisenbank, 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 Raiffeisenbank'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 Raiffeisenbank maintaining the account.

The Raiffeisenbank cannot be held liable for any damage arising out of the late, improper, or omitted pick-up or delivery of an account statement. 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 notices of the Raiffeisenbank on the statements and shall begin. The account holder who is 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 debit cards may be used for deposits, transfers, and account queries (including transactions completed and orders noted) at the terminals situated on the Raiffeisenbank premises. In order to make a transfer using a self-service terminal, the cardholder also needs to authorise the transfer by his/her signature or must enter his/her 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 transfer orders given to the Raiffeisenbank 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.

# V. Other Functions of the Debit Card

#### 1. Proof of Age

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

#### 2. Mail Collection

Debit cards will also be used as evidence of the authorisation to pick up mail being held at the Raiffeisenbank counters. The Raiffeisenbank is not obligated to demand other forms of identification before handing over mail.

#### 3. Signature Verification

Debit cards which need to be signed by the cardholder will also be used for examining the signatures on orders personally given to the Raiffeisenbank by the cardholder. If the cardholder withdraws cash at a Raiffeisenbank other than the one which issued the card, the Raiffeisenbank 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 Raiffeisenbank and the account holder