



Annex to the General Terms and Conditions: Terms and Conditions for Electronic Banking Services of the Raiffeisen Bank

Version 2013

1. Purpose

These Terms and Conditions supplement the General Terms and Conditions of the Raiffeisen bank and regulate the communication between the customer and the Raiffeisen bank by electronic means ("electronic banking"), i.e. communication via

- the webpages of the Raiffeisen bank as specified upon the signing of the participation agreement; or
- a data communications line through which the customer can, at his/her own cost, establish communication with the Raiffeisen bank's computer centre by using a program provided by the Raiffeisen bank or any other "multibank standard" program.

Electronic banking makes it possible to carry out banking transactions (including without limitation payment orders regarding the accounts eligible under the participation agreement) and allows both the Raiffeisen bank and the customer to make other binding declarations vis-à-vis each other. Electronic banking may also be used to make declarations which bring about, or are to be made or are permitted to be made within the scope of, agreements that the Raiffeisen bank enters into or has entered into with its customer or agreements with third parties (such as, e.g., building societies and insurance companies) that the Raiffeisen bank brokers for the customer. When making his/her legally binding declarations, the customer must enter the means of identification prescribed in point 4 in the corresponding input fields.

The specific services that will be available within the scope of electronic banking shall be communicated upon the signing of the participation agreement.

2. Preconditions of Participation and Authorisations

A customer can use the electronic banking services of the Raiffeisen bank if he/she maintains an account with the Raiffeisen bank.

The holder(s) of the account and the authorised signatories specified by the account holder for such purpose can issue orders regarding the account or retrieve account information by means of electronic banking within the scope of their authorisations designated with regard to the account.

In addition, in case of communication via the data communications line, the account holder can furthermore designate persons (natural or legal persons and partnerships with legal personality, hereinafter referred to as "Authorised Retrievers/Transmitters") who shall have the possibility of retrieving information concerning the account and of transmitting order data for the purpose of preparing the subsequent issuance of orders by persons authorised thereto. Authorised Retrievers/Transmitters can designate natural persons who will act for them in this connection.

The account holder and all persons designated to the Raiffeisen bank within the meaning of this Article 2 shall also be referred to as the "Authorised Parties" i.e. they are authorised to dispose of the account within the scope of electronic banking.

The technical equipment by means of which the electronic banking services of the Raiffeisen bank are to be accessed must comply with the technical specifications given to the account holder by the Raiffeisen bank upon the signing of the participation agreement.

In general, remote data transmission to and from the Raiffeisen bank via a data communications line requires the installation of a multibank standard program with the functionalities of the latest version of the program offered by the Raiffeisen bank. If the customer participates with any multibank-capable third-party software obtained from a party other than the Raiffeisen bank and if such software offers a program function which is not implemented in the software offered by the Raiffeisen bank, the customer shall not have any right to have the said functionality provided by the Raiffeisen bank.

3. Times of Use

Maintenance of the Raiffeisen bank's technical equipment required for electronic banking may make it necessary to temporarily restrict use of the services. In the event that such work must be carried out between 6:00 a.m. and midnight (CET), the Raiffeisen bank will indicate this to its customers in advance to the extent possible, e.g. by posting a message to that effect on the Raiffeisen bank's webpage used for electronic banking.

4. Means of Identification

Each Authorised Party shall receive the following means of identification from the Raiffeisen bank:

- an authorisation number;
- a personal identification number (hereinafter "PIN");
- a set of transaction numbers, each to be used only once (hereinafter "TAN"); and
- in the event of communication via a data communications line additionally
 - a password to be specified at the beginning
 - a user ID (to be determined by the account holder)
 - a password which may be changed by the relevant Authorised Party at any time (to be initially determined by the account holder).

In the event that the use of any given application is possible only by several Authorised Parties acting together, authorisation must be given by the Authorised Parties who are collectively empowered thereto.

The Authorised Party may change the PIN at any time by means of electronic banking. The Raiffeisen bank will transmit new TANs to the Authorised Party timely in advance by the procedure set forth in the participation agreement; alternatively, new TANs are ascertained by the Authorised Party by means of the equipment provided by the Raiffeisen bank. The Raiffeisen bank can agree with the Authorised Party on a method of transmission that deviates from the participation agreement. In this context, it can also be provided that the Authorised Party, via electronic banking, will solicit that a TAN required for a specific order be transmitted to a mobile phone number designated by the Authorised Party ("Raiffeisen smsTAN").

The Authorised Party can access the electronic banking services of the Raiffeisen bank by entering, depending on the way of accessing to electronic banking, the Raiffeisen bank's routing number, the account number, the authorisation number and the PIN. When giving orders and for other binding declarations of the Authorised Party, a TAN shall also be entered. The Raiffeisen bank may, after notifying the Authorised Parties thereof, provide for further means of identification for accessing electronic banking, issuing orders and making other binding declarations in connection with electronic banking. Information as to the extent to which an electronic signature accepted by the Raiffeisen bank may be used instead of the authorisation number, the PIN and the TANs, and as to what electronic signatures are accepted by the Raiffeisen bank is provided via electronic banking, in particular on the Raiffeisen bank's webpage used for electronic banking. Insofar as reference is made in these terms and conditions to means of identification, the relevant provision, unless specified otherwise, shall also apply to the means of identification required for the creation of the electronic signature; this shall apply, in particular, to signature cards or any other data carriers required for the creation of the signature and signature PINs.

If an account holder is an entrepreneur (*Unternehmer*) within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*), he/she shall bear the risk of any use of the means of identification by unauthorised persons that the Raiffeisen bank has failed to perceive through no fault of its own.

5. Processing of Orders in Electronic Banking

Immediately after the entry by the Authorised Party of all the means of identification agreed upon as well as of all order-related information, the Raiffeisen bank will acknowledge receipt of the information to the Authorised Party. If the Authorised Party places an order by using an electronic signature accepted by the Raiffeisen bank, the validity of the corresponding certificate will be verified following the receipt of the order by the data processing department of the bank and before further processing of the order.

Incoming orders which are included in the agreed scope of services will be processed as part of the bank's regular workflow.

After the entry of all the means of identification necessary for the release, an order given via electronic banking

can only be cancelled within electronic banking if a cancellation option for such input is displayed.

6. Duties of Care of the Authorised Parties and Liability

Each Authorised Party shall be subject to the following duties of care:

- The means of identification shall be kept secret. It must be ensured that unauthorised third parties do not have any access to the means of identification. If it has been agreed that the TANs will be transmitted via a mobile telephone connection, it must be ensured that no third parties will have access to the telephone sets of such mobile telephone connection.
- The PIN shall be changed on a regular basis, but at least every two months.
- If the Authorised Party suspects an unauthorised third party to have knowledge of the means of identification, the Authorised Party shall promptly take the steps provided for in point seven.
- All data entered shall be checked for completeness and accuracy prior to its release.
- Data may be released only if there is a secure connection to the electronic banking services of the Raiffeisen bank.
- The contractual provisions, menu prompts, and security instructions shall be observed.
- The IT equipment with which the electronic banking services of the Raiffeisen bank will be used shall be in excellent condition. No influences which are harmful to the technical equipment (hardware and software) of the Raiffeisen bank or of other customers shall be allowed to come from them (*e.g.*, viruses). Software of any kind may be purchased only from generally trustworthy suppliers.

The account holder shall be responsible for ensuring that all persons specified as Authorised Parties for his/her account or securities account are familiar with and comply with the above duties of care.

Orders of an Authorised Party will be carried out at the expense of the account holder and charged to the account holder's account. Any overdraft of the account will be possible within the scope of electronic banking if it results from the drawing by a party with signing authority. The account holder shall be fully liable for any such overdraft.

7. Blocking Authorised Access

The account holder or relevant Authorised Party may have an access authorisation blocked as follows:

- by calling at any time the Raiffeisen SperrHotline für Karten und Electronic Banking (hotline for blocking cards and electronic banking) designated for such purpose; the relevant telephone number will be notified to the account holder by the Raiffeisen bank and can also be obtained from the website www.raiffeisen.at, or
- at the Raiffeisen bank during the respective opening hours.
- In the above-mentioned cases, the blocking shall come into effect immediately upon receipt of the blocking request.

In the event of the loss of any or all of the means of identification issued by the Raiffeisen bank and/or created by the Authorised Party, in the event of loss of the means of identification required for the creation of the electronic signature (including without limitation a signature card or any other data carrier required for the creation of the signature) or if the suspicion arises that an unauthorised person has obtained knowledge of these means of identification, the Authorised Party is obligated to cause the blocking of the access authorisations concerned. If it is not possible to block the authorised access in the manner described above, the Authorised Party shall as a first step change the PIN or cause the blocking of authorised access by entering a wrong PIN four times in the login window. Also in this case, the Authorised Party shall, at the earliest possible time, cause the blocking of authorised access in the manner described above.

An authorised signatory shall be entitled to have his/her access to Electronic Banking blocked. The account holder shall moreover be entitled to have access of all authorised signatories to his/her accounts or securities accounts blocked.

After four attempts to obtain access with false means of identification, access will be blocked automatically.

The Raiffeisen bank shall have the right to block an Authorised Party's access to the electronic banking services made available by the Raiffeisen bank without the involvement of the account holder or the Authorised Party

- if this is justified by objective reasons in connection with the security of electronic banking, or

- if unauthorised or fraudulent use of the means of identification is suspected, or
- in case of a significantly increased risk of the account holder being unable to meet the payment obligations he/she has incurred towards the Raiffeisen bank by the use of electronic banking.

The unblocking of the access can only be effected by the Raiffeisen bank and requires instructions of the account holder or - to the extent that the access to be unblocked is that of an authorised signatory who caused his/her own access to be blocked- the authorised signatory.

8. Liability of the Raiffeisen Bank

In the event that the Raiffeisen bank is liable for any damage caused by a defect in its IT equipment for which the Raiffeisen bank is not responsible, the liability of the Raiffeisen bank shall be limited to EUR 20,000,00 per event of damage and affected account holder, but in any case to a maximum total of EUR 400,000.00 for all customers. Under no circumstances can the Raiffeisen bank be held liable if the damage was caused by an independent third party or otherwise by an unavoidable event which is due neither to a defect in the condition nor to the malfunctioning of the IT equipment of the Raiffeisen bank.

9. Notices of the Raiffeisen Bank

In connection with the electronic banking services provided by the Raiffeisen bank, all notices (information as well as binding declarations of legal significance) of the Raiffeisen bank to its customers relating to their business relations (including without limitation account statements, credit and debit notes, securities transactions statements and declarations of the Raiffeisen bank relating to the transactions entered into by means of electronic banking) may be provided in electronically retrievable form (in particular in the ELBA turnover list or ELBA mailbox). Upon the retrieval thereof via electronic banking by any Authorised Party, such notices will be deemed to have been delivered to the account holder.

If the account holder has agreed with the Raiffeisen bank that account-related notices shall be retrieved exclusively by means of electronic banking, the account holder shall have the obligation to retrieve the account information by means of electronic banking on a regular basis. Upon such retrieval, but in any case after the expiration of six weeks after the notice is made available, the consequences of delivery of the account-related notice shall take effect and any applicable periods for objections to the notices of the Raiffeisen bank shall begin. This shall also apply to account-related information containing the periodical closing of the account.

If supporting documents for notices retrieved via electronic banking are not transmitted via electronic banking, such supporting documents will be held at the Raiffeisen bank's counters for pick-up or mailed to the account holder, depending on the agreement reached with each individual account holder.

Information provided within the scope of electronic banking will also contain non-binding advance notices of balances and/or account movements (credits, debits) booked for the time being. Such advance notices may be revoked by the Raiffeisen bank at any time.

Irrespective of the ability to retrieve information by means of electronic banking, individual notices of the Raiffeisen bank or supporting documents may also be mailed to the account holder or - if so agreed with the Raiffeisen bank - held at the Raiffeisen bank's counters to be picked up later.

10. Changes to the Participation Agreement and to these Terms

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

In case of a change to these terms and conditions, the Raiffeisen bank shall, moreover, publish a comparison of the provisions concerned by the change as well as the complete version of the new terms and conditions on its website and shall provide such comparison to the account holder at the latter's request. The Raiffeisen bank shall

indicate this, too, in the offer of change.

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

11. Paying by Means of Electronic Banking

Payments on the Internet

By using the electronic banking services provided by the Raiffeisen bank it is possible to make payment for goods and services purchased on the Internet via the webpages indicated. In this connection, when signing the purchase contract with the seller, the Authorised Party uses the seller's webpages to set up a connection with the Raiffeisen bank's computer centre and transfers the invoiced amount directly to the seller's account. Orders of such type immediately result in a confirmation of payment and therefore cannot be cancelled. In transfers of this type, objections arising out of the contractual relationship entered into with the seller by the Authorised Party can and may not be lodged with the Raiffeisen bank. The seller's data is automatically included in the transfer order. The name of the Authorised Party giving the order and that of the account holder, along with the bank connection, are provided to the seller in order to process the sale.

e-Rechnung (hereinafter "e-Invoice")

In connection with the e-Invoice service, invoices of the billing party selected by an Authorised Party are presented electronically via the electronic banking services provided by the Raiffeisen bank. The Authorised Party may then examine the invoices presented and, if he/she so wishes, make payment to the account designated by the billing party by means of a transfer order issued via electronic banking.

Invoices are presented by using a menu available on the webpage used by the Raiffeisen bank for its electronic banking services. The Raiffeisen bank has no control over either the contents or the time of transmission of the invoices. Also in the case of transfers via e-Invoice, objections arising out of the contractual relationship underlying the invoice can and may not be lodged with the Raiffeisen bank.

The invoices transmitted via e-Invoice can be retrieved for twelve months thereafter.

Under e-Invoice, the Authorised Party can also have invoices presented for payment where the debtor is a person other than the Authorised Party. The Raiffeisen bank will not make the carrying out of the payment under e-Invoice conditional upon the debtor designated in the invoice being identical to the Authorised Party releasing the payment.

The selection and/or change of billing parties is made by means of the selection mask which can be called up on the webpage used by the Raiffeisen bank for its electronic banking services. The selection mask is then examined by the billing party, without any responsibility on the part of the Raiffeisen bank. If incorrect customer information is entered, the billing party stops processing the invoice.

The presentation of a billing party's invoices depends on whether the billing party also participates in e-Invoice. In the event that a billing party selected for e-Invoice terminates its participation in e-Invoice, the Raiffeisen bank will inform the account holder thereof by means of electronic banking. In such case, it is the agreement between the terminating billing party and its customer which shall determine the way in which invoices of the billing party shall be delivered.

12. Software License

For electronic banking via a data communications line, the Raiffeisen bank provides a program (hereinafter "Program") for the processing of payment orders and information transferred via data communications lines to banks that support the multibank status offered by the Program. Upon acquiring the Program, the customer shall acquire a non-transferable and non-exclusive right to use the Program and the accompanying documentation.

The agreed functional parts of the Program will be made available on CD-ROM or any other electronic medium. Only those Program functions may be used which have been agreed with the Raiffeisen bank. Provided that the

agreed functional parts and, in particular, the multibank capability shall not be affected as a result, the Raiffeisen bank shall have the right at any time to deliver new versions of the software for the Program.

The agreement required for the use of the electronic banking services of any other bank by employing the Program shall be executed with the relevant bank separately.

The fees payable to the Raiffeisen bank shall not cover the fees owed to other banks to and from which data is transmitted via the Program provided by the Raiffeisen bank nor the costs of the required data transmission lines.

If a reproducible software error occurs within the - hereby agreed - warranty period of 24 months from the signing of the license agreement that prevents the proper issuance of payment orders or retrieval of account information, the Raiffeisen bank undertakes to remedy such defect, either directly or through qualified third parties commissioned by it, at no charge and as promptly as possible, provided that the software error is reported in writing to the Raiffeisen bank within the warranty period.

However, the warranty shall not apply if the Program has been modified without the express consent of the Raiffeisen bank or if the error is attributable to the technical equipment not meeting minimum requirements.

The Program shall not be made accessible to unauthorised third parties. Any duplication (except for producing a backup copy for purposes of operational security) or passing on of the Program shall be prohibited.