

**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

**~~Annex to the General Terms and Conditions:  
Terms and Conditions for Electronic Banking  
Services of the Raiffeisen Bank~~(Internet Banking and  
ELBA business)**

Version ~~2013;~~ 2019

**1. ~~1.~~ Purpose, Participation Agreement**

~~These Terms and Conditions supplement the General Terms and Conditions of the Raiffeisen bank and regulate the~~a) Electronic Banking

The conditions govern communication between the customer and ~~the Raiffeisen bank by Raiffeisenbank~~ using electronic means ("electronic banking"), ("Electronic Banking"), i.e. communication via

- ~~the webpages of the Raiffeisen bank as specified upon the signing of the participation agreement; or~~

~~– the Internet pages of Raiffeisenbank~~ ("Internet Banking") announced upon conclusion 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 and using either a program provided made available by the Raiffeisen Raiffeisenbank or another multi-bank or any other "multibank standard" program, can communicate with Raiffeisenbank's Data Centre ("ELBA business").~~

~~The Electronic banking makes it possible~~ Banking Service enables the customer to carry out banking transactions (~~including without limitation in particular payment orders regarding~~ with regard to the accounts eligible under ~~included in the participation agreement~~); and ~~allows both the Raiffeisen bank and the customer and Raiffeisenbank to make exchange~~ other binding declarations vis-à-vis each other. The Electronic banking may also Banking Service can be used ~~to make declarations which bring about, or are for notices concerning statements and contracts 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 concluded/already concluded between Raiffeisenbank and its customer or agreements brokered~~ with third parties (such as, e.g., building societies and loan or insurance companies) that the Raiffeisen bank brokers for on behalf of the customer. ~~When making his/her legally binding declarations, the~~ The customer must enter the means of identification prescribed in point 4 in the corresponding input fields, provided for this purpose in order for his /her notices to be legally binding.

**b) Participation Agreement, Duration and Termination**

~~The specific actual electronic banking services that will be made available within the scope of electronic banking to a customer shall be communicated upon the signing confirmed to the customer at the time of concluding the participation agreement.~~

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

The account holder may terminate the Participation

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

Agreement at any time on the last day of each 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.

Raiffeisenbank can terminate the participation agreement subject to observance of a notice period of 2 months.

In case of an important reason, the participation agreement can be dissolved by the account holder or by Raiffeisenbank with immediate effect.

Existing obligations of the account holder are not affected by regular or early termination and must be fulfilled in any event.

Upon termination of the participation agreement, account holders who are consumers will be reimbursed proportionally for any ongoing periodic fees paid for the participation in electronic banking.

## 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.~~

## 2. Requirements and entitlements

An account must be held at Raiffeisenbank in order to be able to use the Electronic Banking Service provided by Raiffeisenbank.

~~The account holder(s) of the account and the authorised account 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 framework of the user rights logged for them, may give instructions or make enquiries using the Electronic Banking Service.~~

~~In addition, in case of to this, if 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 collectively as the "Authorised Parties" i.e. they are authorised to dispose of the account within the scope of electronic banking: the authorised users".~~

~~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

~~electronic banking services of the Raiffeisen bank are to be accessed~~ Raiffeisenbank Electronic Banking Service is accessed must comply with the technical specifications ~~given which Raiffeisenbank provides~~ to the account holder ~~by at the Raiffeisen bank upon the signing time of concluding~~ the participation agreement.

~~In general, remote data transmission to and from the Raiffeisen bank via a data communications line requires the installation of~~ It is assumed that a multibank multi-bank standard program with the functionalities functionality of the latest most recent version of the equivalent program offered by the Raiffeisen bank. Raiffeisenbank will be used for data communication with Raiffeisenbank via a data communications line. If ~~the customer participates with any multibank-capable~~ participation is intended using third-party software obtained from a party other than the Raiffeisen bank and if such with multi-bank capability which has not been provided by Raiffeisenbank and this software ~~offers~~ has a program function which is not ~~implemented~~ offered in the software ~~offered by the Raiffeisen bank, the customer shall not provided by Raiffeisenbank, there is no entitlement to have any~~ this functionality provided by Raiffeisenbank.

If the Electronic Banking Service is used by mobile data exchange via data application software called Raiffeisen Business Banking provided by Raiffeisenbank stored on a mobile end device as part of a non-transferable and non-exclusive right to have the said functionality provided by the Raiffeisen bank of use, account balance enquiries regarding the accounts integrated into the Electronic Banking Service can be undertaken and/or payment orders recorded by another means can be placed by inputting a TAN. Authorised user number and PIN must be used once during installation on the mobile end device in order to access Electronic Banking using Raiffeisen Business Banking. Subsequent access to Raiffeisen Business Banking takes place by entering a password that the customer chooses at the time of installation of Raiffeisen Business Banking.

### 3. Times of Use

~~Maintenance~~ For the purpose of maintaining the Raiffeisen bank's technical equipment required for electronic banking may make it necessary to temporarily restrict use for the operation of the services. In the event that such work must be carried out Electronic Banking Service, Raiffeisenbank may from time to time restrict the times of use. If such restrictions need to be imposed between 6:00 a.m. and midnight (CET), the Raiffeisen bank will indicate this to its customers 24:00, Raiffeisenbank shall make this known in advance to the extent, if possible, e.g. by posting a message to that effect on the Raiffeisen bank's webpage for example through an announcement on the web pages used for electronic banking the Electronic Banking Service.

### 4. ~~Means of Identification~~ credentials

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

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

- ~~a) Access to Electronic banking~~  
~~(i) To access Electronic Banking, enter~~  
~~• an authorisation/authorised user number;~~  
~~• a personal identification number and a Personal Identification Number (hereinafter "referred to as "PIN");"), both issued by Raiffeisenbank, or~~  
~~• 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 the user name, password to be specified at and PIN.~~  
~~○ Depending on the type of entry, the beginning/federal state of the Raiffeisenbank must also be entered beforehand.~~  
~~If an incorrect PIN has been entered three times in succession, the IBAN or securities account number and the Raiffeisenbank sort code must also be entered.~~

~~The a-authorized user ID (may change the PIN through the Electronic Banking Service at any time.~~  
~~○ (ii) In the mobile version of the Electronic Banking Service (App), the authorised user can activate biometric identification features (such as fingerprint or face recognition) as another identification feature. This enables the authorised user to be determined/access electronic banking with a biometric identification feature instead of entering the PIN. The use of the biometric identification feature is only possible on mobile devices with suitable technical equipment and the biometric identification features stored there. Use requires activation of the biometric identification feature in the app by the account holder/authorised user.~~  
~~○ 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.~~  
~~To activate the biometric identification feature,~~  
~~– the authorised user has to log into the app by entering the authorised user number, the Raiffeisenbank's federal state and the PIN or the user name, password and PIN, and~~  
~~– confirming activation by entering a valid TAN (see point 4b below).~~  
~~After initial activation of a biometric identification feature, the authorised user can easily switch to another biometric feature supported by the terminal.~~  
~~The authorised user can deactivate the biometric identification feature Authorised Party may change the PIN at any time by means of electronic banking. The Raiffeisen bank will transmit in the "Settings" menu of the app. In the event of loss or theft of the mobile device, the authorised user must have the feature deactivated by Raiffeisenbank. Changing the PIN also automatically leads to deactivation, but reactivation is possible at any time in the "Settings" section of the app. The authorised user must ensure that unauthorised third parties do not have access to the mobile device.~~

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.

The biometric identification features are stored exclusively on the authorised user's mobile device. If the authorised user's mobile device is unable recognise the biometric identification features, entry of the PIN is required in addition to the other agreed identification features to access the app.

#### b) Placing orders and making declarations

If an authorised user wishes to place orders or put through any other binding communication, a transaction number ("TAN") which can only be used once must also be entered.

Raiffeisenbank shall provide the authorised user in good time with new TANs to the Authorised Party timely in advance by the procedure, in the way set forth in the participation agreement; alternatively, new TANs are ascertained or obtained by the Authorised Party by means of authorised user using the equipment facilities provided by the Raiffeisen bank. The Raiffeisenbank Raiffeisenbank. Raiffeisenbank can agree with the Authorised Party on a different communication method of transmission that deviates from with the authorised user to the method set out in the participation agreement. In this context, it can also be provided that the Authorised Party, via electronic banking, will solicit that a TAN required This could include the authorised user calling off the TAN needed for a specific order be transmitted to transaction using a mobile phone number designated telephone connection nominated by the Authorised Party ("authorised user ("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, c) Other identification credentials

Raiffeisenbank may also provide for further means of identification features for accessing electronic banking, issuing, placing orders and making other binding declarations in connection with the context of electronic banking. Information as to the after the authorised users have been notified accordingly.

#### d) Electronic signature

The extent to which an electronic signature accepted by the Raiffeisen bank may Raiffeisenbank can be used instead of the authorisation authorised user number, the PIN and TAN or user name, password and PIN, and the TANs, and as to what which electronic signatures are accepted by the Raiffeisen bank is provided Raiffeisenbank accepts, will be announced via electronic banking Electronic Banking, in particular on the Raiffeisen bank's webpage Raiffeisenbank website used for electronic banking this purpose. Insofar as reference is made in these terms Terms and conditions Conditions to means of identification features, the relevant provision, also applies - unless specified otherwise, shall also apply stated - to the means of identification features required for the signature creation of the electronic signature; this shall apply, (in particular, to a signature card card or any other another data carriers carrier required for the creation of the signature creation and a signature PINs. PIN).

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 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.~~

### e) Transaction password for securities transactions

For securities transactions, the authorised user can define a reusable transaction password. Definition of the transaction password, as well as any changes to or revocation of the transaction password must be confirmed by the authorised user by entering a TAN.

### f) Data communication line

In the event of communication via a data communications line, each customer also receives a communication authorisation (license number) assigned to the customer and a password; the password can be changed by the customer at any time.

### g) Cooperation of several authorised users

Where individual applications may only be used through the collaboration of more than one authorised user, authorisation must be given in each case by the authorised users jointly entitled to use that application.

## 5. Processing of OrdersOrder processing in the Electronic Banking Service

~~Immediately after the entry by the Authorised Party of all the means of agreed identification agreed upon as well as of all order-related information, the Raiffeisen bank will acknowledge~~credentials and the data for an order have been entered in full, Raiffeisenbank will confirm receipt of the information~~data to the Authorised Party. If the Authorised Party places an order by~~authorised user. With orders made using an~~electronic signature accepted by the Raiffeisen bank, the validity of the corresponding certificate will~~shall be verified following the receipt of~~after the order has been received by the data processing department of the bank~~bank's Data Processing Department and before any further processing of the order.

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

~~After the entry of~~Once all the means of identification necessary for the release,~~credentials required to enable an order given via electronic banking can~~to be carried out using the Electronic Banking System have been entered, an order may only be cancelled within electronic banking~~revoked in the Electronic Banking System if the system displays a cancellation option for such input is displayed~~opportunity.

## 6. Duties of Care of the Authorised Partiesusers' duty of care and Liability

~~Each Authorised Party~~Every authorised user shall be subject to~~have~~ the following duties of care:

- i. The means of identification shall~~credentials must~~ be kept secret. ~~It must be ensured that unauthorised~~Unauthorised third parties ~~do not have any~~be allowed access to the ~~means of~~identification credentials. The passing on of

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

identification features to payment initiation service providers or account information service providers is permitted. If it has been agreed that the TANs will be transmitted via a mobile telephone connection, it must be ensured, for the duration of validity of the respective TANs, 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.~~

~~• ii. If the Authorised Party suspects there is reason to believe that an unauthorised third party ~~could~~ have ~~knowledge~~ obtained the possibility of misuse of the ~~means of identification credentials,~~ the ~~Authorised Party shall promptly authorised user must immediately~~ take the steps ~~provided for in point seven as set out under item 7.~~~~

~~• iii. All data entered shall input must 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.~~

~~• iv. The contractual provisions, menu prompts, regulations, the user guide and security the instructions shall be observed on security must all be adhered to.~~

~~• v. The IT equipment with which the electronic banking services of the Raiffeisen bank will be used shall be in excellent condition for accessing Raiffeisenbank's Electronic Banking Service must be free from technical defects. No harmful influences which are harmful to (such as viruses, etc.) may emanate from this equipment and affect the technical equipment (hardware and software) of the Raiffeisen bank Raiffeisenbank 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~~ must ensure that all persons ~~specified as Authorised Parties for listed in connection with his/her~~ account or securities account ~~are familiar with as authorised users have knowledge of and comply with the above abide by these~~ duties of care.

~~Orders of an Authorised Party will from authorised users~~ shall be carried out charging the account and 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 Electronic Banking system will also allow overdrafts if they can be traced back to instructions from an authorised signatory. The account holder shall ~~be fully liable assume unrestricted liability for any such overdraft overdrafts.~~

In case of any form of fault on the part of the authorised user, customers who are entrepreneurs shall be liable, without limitation as to amount, for any losses sustained by the Raiffeisenbank due to violations by an authorised user of these duties of care and diligence.

## 7. Blocking ~~Authorised Access~~ of access rights

~~The~~ An instruction to block access rights can be given by the account holder or ~~relevant Authorised Party may have an access authorisation blocked as follows the~~

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](http://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 obliged 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

authorised user affected in the following ways:

- ~~by calling telephone~~ at any time ~~the Raiffeisen SperrHotline für Karten und Electronic Banking~~ (~~by ringing the Raiffeisenbank hotline for blocking cards and card cancellation/suspension of electronic banking~~) ~~designated created~~ for ~~such~~ this purpose; ~~the relevant telephone number will be notified of which has been advised~~ to the account holder by ~~the Raiffeisen bank~~ ~~Raiffeisenbank~~ and ~~can also be obtained from the website www.raiffeisen.at, or which can be found on www.raiffeisen.at,~~
- ~~at the Raiffeisen bank premises of Raiffeisenbank~~, during the respective opening hours.
- In the ~~above-mentioned~~ ~~above-mentioned~~ cases, ~~a block will become effective as soon as the blocking shall come into effect immediately upon receipt of the blocking request~~ ~~instruction to block has been received.~~

In the event of ~~the loss of any or all of the means of identification issued by the Raiffeisen bank~~ ~~credentials provided by Raiffeisenbank or created by the authorised user being lost~~, and/or ~~created by the Authorised Party~~, in the event of ~~loss of the means of identification required~~ ~~credentials necessary~~ for the creation of ~~the a secure~~ electronic signature (including ~~without limitation in particular the features of a signature card or any other another~~ data carrier required for the creation of ~~the a~~ signature) ~~being lost~~, or if ~~the suspicion arises there is reason to believe~~ that an unauthorised person has ~~obtained knowledge~~ ~~acquired~~ the possibility of ~~these means misuse of an~~ identification, ~~the Authorised Party is obliged to cause the blocking of the access authorisations concerned.~~ ~~credentials, the authorised user is obliged deactivate the identification feature (such as in the case of a biometric identification feature) or otherwise to request that the block be put on the access rights in question.~~ If it is not possible to ~~block~~ ~~inform Raiffeisenbank immediately~~, the authorised access ~~in the manner described above, the Authorised Party shall~~ ~~user must, as a first an interim step,~~ change the PIN or ~~cause~~ ~~activate~~ the blocking of authorised access ~~by entering a wrong PIN four times in the login window. Also in this case, the Authorised Party shall, block in the lock screen (can be downloaded under the "Security" tab in Electronic Banking Services). In such a case as well, the authorised user must request that the block be applied in one of the ways outlined above at the earliest possible time, cause the blocking of authorised access in the manner described above~~ ~~opportunity.~~

~~An~~ ~~Any~~ authorised signatory ~~shall be~~ ~~is~~ entitled to have his/~~her~~ access to ~~the~~ Electronic Banking ~~Service~~ blocked. ~~The~~ ~~Furthermore, the~~ account holder ~~shall moreover be~~ ~~is~~ entitled to have ~~the~~ 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~~ ~~Access~~ will be ~~blocked~~ automatically.

~~The Raiffeisen bank shall have blocked after the right~~ ~~incorrect PIN has been entered into the lock screen four times. Raiffeisenbank is entitled to block access by an Authorised Party's access to the~~

<p>services made available by the Raiffeisen bank</p> <p>without the involvement of the account holder or the Authorised Party</p> <ul style="list-style-type: none"> <li>• if this is justified by objective reasons in connection with the security of electronic banking, or</li> <li>• if unauthorised or fraudulent use of the means of identification is suspected, or</li> <li>• 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.</li> </ul> <p>The unblocking of the access</p> <p>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</p> <p>an authorised signatory who caused his/her own access to be blocked- the authorised signatory.</p>	<p><del>electronic banking services made available by authorised user to the Raiffeisen bank</del> <b>Electronic Banking Service provided by Raiffeisenbank</b>, without the involvement of the account holder or <del>the Authorised Party</del> <b>authorised user if</b></p> <ul style="list-style-type: none"> <li>• <del>if this is justified by it has justifiable, objective reasons in connection with grounds connected to the security of electronic banking, or</del> <b>if this is justified by it has justifiable, objective reasons in connection with grounds connected to the security of electronic banking, or</b></li> <li>i. <del>if unauthorised or fraudulent use of the means of Electronic Banking Service for so doing;</del> <b>if unauthorised or fraudulent use of the means of Electronic Banking Service for so doing;</b></li> <li>• <del>it has reason to believe that the identification is suspected, or</del> <b>it has reason to believe that the identification is suspected, or</b></li> <li>i. <del>in case of a significantly increased risk of the account holder credentials attributed to the authorised user are being unable to meet the payment obligations he/she has incurred towards the Raiffeisen bank by the use of electronic banking used by an unauthorised person; or</del> <b>in case of a significantly increased risk of the account holder credentials attributed to the authorised user are being unable to meet the payment obligations he/she has incurred towards the Raiffeisen bank by the use of electronic banking used by an unauthorised person; or</b></li> </ul> <p>i. <del>The unblocking of the access</del> <b>The unblocking of the access</b> if the customer has not fulfilled his/her payment obligations in connection with a credit line linked to the Electronic Banking Service (arranged overdraft or overdraft), and</p> <ul style="list-style-type: none"> <li>- either fulfilment of these payment obligations is endangered due to a deterioration in or danger to the customer's assets or those of a jointly liable person, or</li> <li>- the customer is insolvent or insolvency is imminent.</li> </ul> <p><del>A block can only be effected</del> <b>A block can only be effected</b> <del>lifted by Raiffeisenbank. There must be a written instruction from the account holder - or in the case of lifting a block initiated 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 on his/her own access to be blocked- from the authorised signatory - - to this end.</del> <b>lifted by Raiffeisenbank. There must be a written instruction from the account holder - or in the case of lifting a block initiated 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 on his/her own access to be blocked- from the authorised signatory - - to this end.</b></p> <p><del>Raiffeisenbank shall inform the customer of the blocking of access to the customer's account by an account information service provider or payment initiation service provider and of the reasons for the blocking of access in the communication form agreed with the customer as soon as possible, but at the latest immediately after the blocking unless such notice would be contrary to Austrian or EU legal norms or objective security considerations.</del> <b>Raiffeisenbank shall inform the customer of the blocking of access to the customer's account by an account information service provider or payment initiation service provider and of the reasons for the blocking of access in the communication form agreed with the customer as soon as possible, but at the latest immediately after the blocking unless such notice would be contrary to Austrian or EU legal norms or objective security considerations.</b></p>
<p><b>8. Liability of the Raiffeisen Bank</b></p> <p>In the event that the Raiffeisen bank</p> <p>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</p> <p>shall be limited to EUR 20,000,00 per event of damage and affected account holder, but</p>	<p><b>8- Liability of the Raiffeisen Bank</b></p> <p><del>In the event that the Raiffeisen bank</del> <b>8. Raiffeisenbank's liability to entrepreneurs for malfunctions in electronic banking</b></p> <p><del>In relation to customers who are entrepreneurs, Raiffeisenbank shall only be liable for damages caused by malfunctions in electronic banking if such malfunctions are due to gross negligence on the part of Raiffeisenbank. If for any reason whatsoever this limitation of liability should not be effective and Raiffeisenbank 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 to an entrepreneur for damages without Raiffeisenbank being at fault, such liability shall be limited to EUR 20,000,00 per event of damage causing event and affected per account holder, but suffering such damage to €20,000.00 and the entire liability towards all customers shall be limited to a maximum of €400,000.00. However, Raiffeisenbank shall not be</del> <b>In relation to customers who are entrepreneurs, Raiffeisenbank shall only be liable for damages caused by malfunctions in electronic banking if such malfunctions are due to gross negligence on the part of Raiffeisenbank. If for any reason whatsoever this limitation of liability should not be effective and Raiffeisenbank 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 to an entrepreneur for damages without Raiffeisenbank being at fault, such liability shall be limited to EUR 20,000,00 per event of damage causing event and affected per account holder, but suffering such damage to €20,000.00 and the entire liability towards all customers shall be limited to a maximum of €400,000.00. However, Raiffeisenbank shall not be</b></p>

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

~~liable~~ 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 ~~due~~ to a ~~defectan error~~ in the ~~conditionquality~~ nor to a ~~failure of Raiffeisenbank's automation-supported data processing resources.~~

### ~~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~~

### 9. Delivery/provision of information and declarations from Raiffeisenbank about Electronic Banking

a) Applicable regulations in the General Terms and Conditions and in the Special Conditions

(i) For the delivery by Electronic Banking of offers from Raiffeisenbank regarding changes to performance, fees, master agreements and terms and conditions the following provisions apply:

- Section 2 of the General Terms and Conditions (changes to the malfunctioning General Terms and Conditions and of standing agreements),

- Item 10. of these Terms (Change of the IT equipment/Electronic Banking Participation Agreement and these Terms),

- Item I.11. of the Raiffeisen bank-Special Terms and Conditions for Debit Cards (Changes to

also contain non-binding advance notices of balances and/or account movements (credits, debits) booked for the time being. Such advance notices may

the card agreement and the Special Terms and Conditions for Debit Cards),

(ii) Furthermore, the following sections of the **General Terms and Conditions** apply to delivery via Electronic Banking:

- **Section 7 (2)** for statements of charges,
- **Section 38** for balancing of accounts and statements of securities,
- **Section 39 (10)** for information on transfers made on order of the customer,
- **Section 40 (2)** for information on credit entries made to the customer's account.

b) Regulations for other information and declarations  
Information and declarations of Raiffeisenbank relating to the business relationship with the customer other than those mentioned in Item a) above may also be made available by Raiffeisenbank in Electronic Banking for retrieval.

c) Information and declarations from Raiffeisenbank  
If the customer is informed separately about delivery to the Electronic Banking mailbox by post or - if agreed with the customer - to an e-mail address provided by the customer, the information or declaration delivered in the Electronic Banking mailbox shall also be deemed to be received by the customer upon receipt of this separate information by the customer.

If there is no separate information about the delivery in the electronic banking mailbox, then the information and declarations provided for electronic retrieval shall be deemed to have been received by the account holder once they have been retrieved from the electronic banking system by an authorised user. Upon such retrieval by customers who are entrepreneurs, but at the latest six weeks after the information has been made available, delivery is deemed to have occurred and any notice periods for claims with regard to the delivered messages from Raiffeisenbank shall start to run. This also applies to account information that does not concern a payment service. Any supplementary documents not transmitted via the Electronic Banking Service and regarding account information retrieved from the Electronic Banking Service shall – according to the agreement made with the account holder – be either deposited at the teller window of Raiffeisenbank or sent by post.

d) Inquiry obligation of entrepreneurs

If the account holder has agreed with Raiffeisenbank that information regarding the account shall be retrieved exclusively via the Electronic Banking Service, the account holder who is an entrepreneur is responsible for regularly retrieving the account information from the Electronic Banking Service.

e) Additional sending or deposit

Irrespective of their retrievability via the Electronic Banking Service, information and declarations from Raiffeisenbank, or supplementary documents connected to them, may in individual cases also be sent by post or – if so agreed with Raiffeisenbank – be left for collection at a branch of Raiffeisenbank.

f) Notifications

The information made available as part of the Electronic Banking Service can also contain non-binding ~~advance notices~~ notifications of ~~account~~ balances ~~and/or account~~ movements (credits, debits) ~~booked for the~~). These notifications may be rescinded

<p>be revoked by the Raiffeisen bank at any time.</p> <p>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.</p> <p><b>10. Changes to the Participation Agreement and to these Terms</b></p> <p>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</p> <p>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</p> <p>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</p> <p>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.</p> <p>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.</p> <p><b>11. Paying by Means of Electronic Banking</b></p> <p><b>Payments on the Internet</b></p> <p>By using the electronic banking services provided by</p>	<p><del>by Raiffeisenbank at any time being. Such advance notices may be revoked by the Raiffeisen bank at any time.</del></p> <p><del>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.</del></p> <p><b>10.- Changes to the Participation Agreement and to these Terms</b></p> <p><del>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</del> <u>Raiffeisenbank shall be offered offer changes to the Participation Agreement or these Terms and Conditions</u> to the customer <del>by the Raiffeisen bank not no</del> later than two months before <del>they are the</del> proposed <del>to take effect, also indicating the provisions concerned-effective date as provided for in Section 2 of the General Terms and Conditions.</del> The <del>account holder's</del>customer's consent <u>to these changes</u> will be deemed to be given unless the <del>Raiffeisen bankRaiffeisenbank</del> has received an objection from the <del>account holdercustomer</del> prior to the proposed entry into effect. <del>The Raiffeisen bankRaiffeisenbank</del> shall <u>inform the account holder of indicate this consequence, too, to the customer</u> in the offer of change. <del>Account holdersAn offer of change within the meaning of Section 2 of the General Terms and Conditions to amend the services of Raiffeisenbank as agreed in the Participation Agreement or the Terms and Conditions and the fees of the customer is only permissible and effective if the conditions provided for in Sections 43 (2), 44 and 46 to 47a of the General Terms and Conditions are fulfilled.</del> <u>The customer</u> who <del>are consumersis a consumer</del> 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. <del>The Raiffeisen bankRaiffeisenbank</del> shall indicate this, too, to the <del>account holdercustomer</del> in the offer of change. <del>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.</del></p> <p><del>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.</del></p> <p><b>11. <u>Paying by Means of Payments via the Electronic Banking Service</u></b></p> <p><del>Payments on the</del> <u>Internet Payments</u></p> <p><del>By using the electronic banking services provided by</del></p>
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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.

~~the Raiffeisen bank it is possible to make payment~~Payment for goods and services purchased on the Internet via the webpages indicated. In this connection, when signing the purchase contract sourced from specifically marked internet sites is possible using the Electronic Banking Service provided by Raiffeisenbank ("**eps payment**"). Upon entering into a sales agreement with the seller, the Authorised Party uses the seller's webpages to set authorised user at the same time opens up a connection with the Raiffeisen bank's computer via the seller's website to the bank's data processing centre and transfers the invoiced amount to be paid directly ~~to~~into the seller's account of the seller. Orders of ~~such~~this type immediately result in a lead directly to a payment confirmation of payment and therefore cannot be ~~cancelled~~. In transfers ~~of~~revoked. When making this ~~type~~kind of transfer, objections arising out of the contractual relationship entered into ~~with~~between the authorised user and the seller by the Authorised Party can and may notcannot be lodged with the Raiffeisen bank~~enforced against Raiffeisenbank~~. The seller's~~seller's~~ data ~~is~~are automatically ~~included~~entered in the money transfer order. ~~The~~To be able to carry out the sales process, the name of the Authorised Party ~~giving~~authorised user placing the order and that ofas well as the account holder, along with the bank connection, are providedholder's name, including his account details, shall be made known to the seller ~~in order to process the sale~~.

#### **e-Rechnung (hereinafter "e-Invoice")**

##### In connection with **e-invoice**

Within the e-Invoice framework of the e-invoicing service, invoices of the ~~billing~~ invoicing party selected by ~~an Authorised Party~~the authorised user are ~~presented~~displayed electronically ~~via~~by the ~~electronic banking services~~Electronic Banking Service provided by the ~~Raiffeisen bank~~.Raiffeisenbank. The Authorised Party~~authorised user~~ may then ~~examine~~check the invoices ~~presented~~displayed to him and, if he/~~she~~ so wishes, ~~make payment to the account designated by the billing party~~pay them by means of a transfer order issued via ~~electronic banking~~credit transfer order created in the Electronic Banking Service into an account indicated by the invoicing party.

~~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 The invoices. Also in the case of transfers via e-Invoice are displayed in a menu which can be called up on the web pages used for Raiffeisenbank's Electronic Banking Service. Raiffeisenbank has no influence on their contents nor on the time when these invoices are sent. For credit transfers as part of the e-invoice service as well, objections arising out of the contractual relationship underlying~~on which the respective invoice ~~can and may not~~is based cannot be lodged with the Raiffeisen bank~~enforced against Raiffeisenbank~~.

The invoices ~~transmitted~~conveyed via the e-Invoice ~~can~~invoicing service may be ~~retrieved~~viewed for

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

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.

~~twelve months thereafter.~~

~~Under e-Invoice, the Authorised Party can Through the e-invoicing service the authorised user may also have require invoices to be presented to him for payment where the debtor is a person other than the Authorised Party. The Raiffeisen bank not the party liable to pay. Raiffeisenbank will not make execution of payments within the carrying out framework of the payment under e-Invoice conditional upon invoice service dependent on the debtor designated name of the party liable to pay cited in the invoice being identical to the Authorised Party releasing same as that of the authorised user approving payment.~~

~~The selection and/or change the modification of billing invoicing parties is made by means done via the selection mask that can be called up on the web pages used by Raiffeisenbank for its Electronic Banking Service. Any further verifications 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, shall - without Raiffeisenbank assuming any responsibility on the part of the Raiffeisen bank. If liability in connection therewith - carried out by the invoicing party. In the event that incorrect customer information data is entered, the billing invoicing party stops may not continue the processing the invoice.~~

~~The presentation of a billing party's invoices depends on whether the billing Invoices from an invoicing party can only be displayed if the invoicing party also participates in e-Invoice. In the event that a billing the e-invoicing system. If an invoicing party selected for e-Invoice terminates its participation within the e-invoicing system ceases to participate in e-Invoice, the Raiffeisen bank will the system, Raiffeisenbank shall 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 within the framework of the Electronic Banking Service. The way in which invoices of the billing party shall be delivered an invoicing party who no longer takes part in the system shall be sent is purely a matter of agreement between the invoicing party and its customer.~~

## 12. Software ~~License~~ license

~~For electronic banking via a data communications line, the Raiffeisen bank provides As part of the Electronic Banking Service and in order to enable communication over data communication lines, Raiffeisenbank has made available a program (hereinafter "Program") for the processing of referred to as "program") to process payment orders instructions and information transferred, which is sent via the data communications lines to banks that which support the multibank program's multibank status offered by. The purchase of the Program. Upon acquiring program gives right of use of the Program, program and the customer shall acquire a documentation for it, which is 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.

The program functions agreed ~~functional parts of the Program~~ will be made available on a CD-ROM or any other form of electronic medium. Only those Program program functions may be used which have been agreed with ~~the Raiffeisen bank~~. Raiffeisenbank may be used. Provided that the agreed functional parts program functions, and, in particular, the multibank multi-bank capability ~~shall~~ will not be affected impaired as a result, ~~the Raiffeisen bank shall have the right of so doing~~, Raiffeisenbank may at any time ~~to deliver~~ provide new software versions of the ~~software for the Program~~ program.

The agreement ~~required for the necessary to make use~~ of the electronic banking services of ~~any other another~~ bank ~~by employing using~~ the Program shall program must be ~~executed with the relevant bank~~ concluded separately-

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

~~If a reproducible software error occurs within the - hereby agreed - warranty period of For 24\_ months from following the signing conclusion of the license licence agreement that prevents the proper issuance of payment orders or retrieval of account information, the Raiffeisen bank, which is herewith declared to be the warranty period, Raiffeisenbank~~ undertakes to remedy such defect, either directly or through qualified third parties commissioned by it, at no correct free of charge and as promptly quickly as possible, ~~provided that the - any software faults which arise and hinder the proper issuing of payment instructions or calling-off of account information, either itself or through contracting appropriate third parties to do so. This assurance is given on the proviso that~~ software error is reported faults are notified to Raiffeisenbank in writing ~~to the Raiffeisen bank~~ within the warranty period.

~~However, the warranty shall~~ Warranty claims are not apply, however, applicable if the Program program has been modified changed in any way without the express consent of ~~the Raiffeisen bank~~ Raiffeisenbank, or if the error is attributable to fault has arisen because the minimum technical equipments specification has not meeting minimum requirements.

~~The Program shall not be made accessible to unauthorised third - been met or is defective. Third parties. Any duplication (except for producing a backup, who are not entitled to use it, may not be given access to the program. It is not permitted to copy for purposes of operational (other than to make one back-up copy for security) or passing on of the Program shall be prohibited reasons) the program, or to give it to a third party.~~