

TERMS AND CONDITIONS FOR INTERNETBANKING

1. General

These terms and conditions govern the use of the Internetbanking services provided by Austrian Anadi Bank AG, hereinafter referred to as Anadi Bank. The agreements pertaining to various banking transactions and banking services (such as current account agreement, custody account agreement) shall remain in effect.

Amendments to these terms and conditions shall be proposed to customers of Anadi Bank no later than two months before the proposed date of their coming into force, with due reference to the provisions affected. Consent to such amendments shall be deemed to have been given by the customer if no objection from the customer has been received before the proposed date of their coming into force. Anadi Bank shall make reference to this fact in the notice of the proposed amendments. Moreover, customers can at any time ask their account manager to provide them with a side-by-side comparison of the provisions affected by the amendments and the complete version of the new terms and conditions or inspect such information at the counter. Anadi Bank shall make reference to this fact in the notice of the proposed amendments as well.

2. Subject matter of the agreement

These terms and conditions govern the use of Anadi Bank's Internetbanking services. Internetbanking enables processing of payment orders and information at any time and at any location, such orders and information being transferred to Anadi Bank by customers using Internetbanking services via the internet.

3. Preconditions

To be able to use Internetbanking services, customers must hold at least one account with Anadi Bank and have the following technical facilities as needed for installation of the services:

- Internet access
- Apple iOS version 7.0 or higher
- Google Android version 4.0.3 or higher
- Windows Phone version 10 or higher

Entering into the Agreement relating to the Collection of Payments by way of the SEPA Core DIRECT DEBIT scheme (non-final SEPA direct debit) or the Agreement relating to the Collection of Payments by way of the SEPA B2B DIRECT DEBIT scheme (final SEPA direct debit) is a prerequisite for the execution of direct debit instructions.

4. User duties

All users agree to familiarise themselves with the operating and security instructions (Recommendations Concerning Internetbanking Security) prior to carrying out the first transaction. The operating and security instructions shall be made available to users during the online user account creation process. All users must follow the instructions, in particular the user prompting during online interaction, and check all data they enter for completeness and accuracy. All users must ensure that orders of all types can be unambiguously identified in terms of content. Orders which are not clearly formulated, and in particular fields which have been omitted or incorrectly completed, may lead to queries and misunderstandings which may cause delays, non-execution and even incorrect execution of orders; the bank assumes no liability for any losses suffered by customers as a result.

Anadi Bank shall at no time ask users via e-mail or telephone to disclose their authorisation details (user name/password) and/or TAN.

5. Scope of services

At present, Internetbanking comprises use of the following basic services, among others: Retrieval and overview of (custody) account balances and movements, domestic and European transfers (IBAN) as well as international transfers, internal transfers, standing orders, communications with Anadi Bank and provision of account statements in the safe deposit box. Anadi Bank may limit the scope of its services for good cause and within the scope of clause 46 of the General Terms of Business of Austrian Anadi Bank AG. Good cause shall be deemed to exist in particular in the event of technical innovations or changes to legal circumstances.

6. Authorised persons

Authorisation to place orders via Internetbanking can be granted only to account holders or account co-holders; Internetbanking only allows for independent authority to operate the account.

7. Access authorisation/processing

As a general rule, any order placed with Anadi Bank shall be deemed placed by the user whose personal identification features are used. Anadi Bank shall not be under any obligation to undertake any additional verification of the user's authorisation.

To safeguard access to the system, each user needs the following authorisation details:

1. user name
2. password

Anadi Bank shall have the right to amend the process of personal identification, subject to prior notification to the user. Notification may take place by electronic means.

In addition, the user shall receive from Anadi Bank transaction numbers (hereinafter referred to as „TAN(s)“) with the help of which the user can sign his/her orders electronically.

- When using the paid-for mobileTAN method for signing orders, the user will, upon initiating the respective order, be sent a text message (SMS) with a transaction-related mobileTAN to the user's previously notified mobile phone number. Said text message contains specific data identifying the transaction, allowing the user to review the order once more, as well as a mobileTAN which can only be used to sign the one specific order.
- When using the free-of-charge TresorTAN, the user must download and install a separate application on his/her respective terminal device. The user will be provided with an encrypted TAN in the TresorTAN app and be advised thereof by way of a push notification.
The TresorTAN app will provide a recap of the key transaction data, making it possible to review the order to be placed. The TAN can be used only for the specific order in question.
- With the cardTAN method, the user will, after having transmitted the order data to the cardTAN generator by flicker code or manual input of the order data, and after having entered the personal Electronic Banking PIN (hereinafter referred to as "EB PIN") get a transaction-specific cardTAN, including a summary of the order, displayed on the cardTAN generator. The EB PIN, which is delivered separately to the user by Anadi Bank, enables the user to utilise the cardTAN generator. The user can acquire the cardTAN generator from Anadi Bank or any other Austrian bank.

The user can set up and manage the mobileTAN method and the TresorTAN (Internetbanking avatar "My banking – Signing method"), which also includes changing the mobile phone number.

In so far as reference is made to TANs in these terms and conditions, the relevant provision shall apply to mobileTANs, TresorTANs as well as cardTANs, unless otherwise specified.

During technical processing, both password and TAN shall be transmitted in encrypted form. Internetbanking relies on commonly available encryption systems which are continually adapted to common market standards.

8. Account-operating instructions (placement of orders)

Orders shall be placed by transmitting the data entered to Anadi Bank's General Data Processing Centre. For an order to be placed effectively, a valid TAN for the order must be entered correctly and confirmed by the system after verification. Each TAN released for transmission shall be deemed to have been utilized and expired.

Upon having received orders/account-operating instructions, Anadi Bank shall send a reply confirming only receipt of the data transmitted, but not execution of the orders/instructions issued.

The order shall thereby be deemed accepted for the purpose of further bank processing. There must be sufficient funds in the account for orders/instructions to be executed.

Executed orders shall be charged or credited to the customer's account as indicated in the relevant customer data, with the value date prescribed by statute or usually applied by the bank.

In Internetbanking, it is strictly not possible to revoke orders placed or instructions given. However, future-dated orders may be cancelled up to one day prior to execution.

Anadi Bank shall have the right to not execute or only partially execute orders which it identifies as not being error-free.

Anadi Bank shall not be under any obligation to obtain any further form of confirmation as to the legally-binding effect of orders/instructions.

9. Duty of care and liability

Users must keep safe and not disclose to any other person the authorisation details and TANs mentioned in clause 7 (Access authorisation). Users must exercise the greatest care in keeping authorisation details and TANs safe in order to avoid any fraudulent use of the system, since any person with knowledge of such authorisation features and TANs may make legally valid declarations on behalf of the user, in particular, place valid orders. If the user becomes aware of or even merely suspects that an unauthorised person has obtained knowledge of the authorisation details, he/she must notify the same immediately to Anadi Bank and arrange for access to his/ her (custody) account to be blocked. Such block shall take effect immediately, but must, in the case of suspected fraudulent use, be confirmed in writing at the request of Anadi Bank.

It shall be explicitly understood that the user shall be liable for any loss caused through the user's fault and arising from fraudulent use of the authorisation details and/or TANs, as well as for the risk of risk of payments being misrouted or returned resulting from the user entering incorrect or incomplete information through the user's fault, such liability being limited to EUR 150 in the case of minor negligence of consumers. As a general rule, Anadi Bank shall not be liable for any loss arising in connection with Internetbanking unless Anadi Bank has caused the loss in question through its own fault, in which case it shall only be liable in the extent it contributed to causing such loss.

Anadi Bank shall on no account be liable for any loss arising in connection with malfunctions of the user's hardware or software as required for Internetbanking; likewise, Anadi Bank shall on no account be liable for any loss arising from the connection to Anadi Bank failing or being disrupted without this being due to fault on the part of Anadi Bank. Furthermore, Anadi Bank assumes no liability for any loss arising due to any delay or misrouting outside its control.

Data exchange takes place via public, unprotected third-party facilities. Any liability on the part of Anadi Bank in respect of any loss and/ or lost profit suffered by the user as a result of transmission errors, technical defects, service interruptions, delays, malfunctions or unlawful interference with third-party equipment shall be excluded, provided that Anadi Bank is not at fault therefor.

Anadi Bank shall not be liable for any loss arising from misrouted or lost postal items, transmission errors, mistakes, interruptions, delays, omissions or malfunctions of any kind, nor from – also unlawful – interference with technical equipment of Anadi Bank or other parts of the system and caused through the fault of the user.

Anadi Bank shall not be liable for errors arising as a result of improper handling of the program by the user or program modifications undertaken by the user or third parties.

In all other respects, Anadi Bank shall be liable, within the scope of the General Terms of Business of Austrian Anadi Bank AG, for due execution of orders placed with it.

In the event of any breach of these terms and conditions through the fault of the user, the user shall hold harmless and indemnify Anadi

Bank in relation to third parties. Anadi Bank expressly reserves the right to assert further claims for damages.

The liability of Anadi Bank shall, as a rule, be limited to EUR 20,000 per customer. In the case of several account holders, Anadi Bank's limit on liability shall apply per account.

10. Account blocking

All Internetbanking users shall have the right to arrange for their access to accounts to be blocked at any time or to implement such blocking (Login and transaction blocking) themselves under Internetbanking avatar "Settings Security – Block". Such block shall take effect immediately, but must, in the case of suspected fraudulent use, be confirmed in writing at the request of Anadi Bank.

If there is a suspicion of fraudulent use, then Anadi Bank shall have the right to automatically block access to Internetbanking.

The lifting of a block must be expressly requested by the user himself/herself and confirmed in writing upon request from Anadi Bank; any costs of a blocking attributable to fault on the part of the user shall be borne by the said user. Anadi Bank reserves the right to block access to Internetbanking if this is required for good cause, e.g. technical reasons, imminent risk.

11. Online support

Users can reach the Customer Care Centre Monday to Friday from 8:00 to 16:30 by calling + 43 (0) 50202 0 or sending an e-mail to austrian@anadibank.com.

12. Term of agreement, termination

Participation in Internetbanking shall be agreed for an indefinite period of time and may be terminated by either party pursuant to clause 23 of the General Terms of Business of Austrian Anadi Bank AG. Once termination becomes effective, Internetbanking may no longer be used. When an account is closed, all rights to use Internetbanking shall expire; the same shall apply to user rights if a user is no longer authorised to operate or sign on the account.

If the customer fails to use Internetbanking over a period of six months or more, Anadi Bank shall have the right, for security reasons, to cancel access to Internetbanking with immediate effect without further notification of the customer. Following such cancellation, a customer may nevertheless submit a fresh application for access to Internetbanking at any time.

13. Transfer

The Internetbanking software is the property of Anadi Bank or is licensed for use by Anadi Bank. Intellectual property in respect of software and documentation and the associated rights shall remain with Anadi Bank. The user shall merely have the right to use the Internetbanking software under these terms and conditions. Any misuse shall be prosecuted under criminal law.

14. Fees and charges

Anadi Bank shall have the right to charge the user a reasonable fee for the use of Internetbanking services. Currently, charges apply to the following items:

Reproduction of electronic account statements – EUR EUR 0.33

Personalised communications via text message on payments made and received – fixed amount of EUR 1.38 for 15 texts/month/account. EUR 0.10 shall be charged for any further text message.

Personalised communications via push notification and e-mail on payments made and received – free of charge

CardTAN Security Card p.a. EUR 10.98

CardTAN-Generator, per item EUR 10.59

In addition, a detailed cost breakdown can be found in the Schedule of fees and charges (Gebührenkatalog) available for inspection at the counter.

15. Hours of use

Provided the customer does not indicate an execution date in the future, execution of credit orders shall take place on the same day, if the relevant data is received by Anadi Bank for processing as follows:

- For domestic payment transfers, the European Economic Area and Switzerland, San Marino, Monaco, Jersey, Guernsey and the Isle of Man in the form of individual orders by 17:30 at the latest
- For domestic payment transfers, the European Economic Area and Switzerland, San Marino, Monaco, Jersey, Guernsey and the Isle of Man in the form of collective orders by 15:45 at the latest
- For international payment transfers with conversion into a foreign currency, by 13:30 at the latest
- For international payment transfers without conversion into a foreign currency, by 15:00 at the latest

Otherwise, execution shall take place, at the latest, on the business day following the date of data transfer by the principal.

Anadi Bank reserves the right to amend hours of use for objectively justified reasons. Outside our bank opening hours, as well as during times when the General Data Processing Centre of Anadi Bank is not staffed, no system servicing is possible in the event of computer failure or other malfunctions.

16. General provisions

Austrian law excluding all conflict-of-law rules of private international law shall apply.

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