

CUSTOMER GUIDELINES FOR THE CARD SERVICE AND THE CONTACTLESS FUNCTION

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These customer guidelines govern the legal relationship between the holder of an account (hereinafter: "account holder") for which bank cards have been issued and each authorised holder of such a bank card (hereinafter: "cardholder") on the one hand and the credit institution managing the account (hereinafter: "Bank") on the other.

1. GENERAL PROVISIONS

1.1 Card Service

The Card Service is a worldwide system which can be used to withdraw cash and/or make cashless payments at specially designated points of acceptance with specially issued instruments of access.

1.2 Contactless function

Bank cards bearing the "contactless" symbol may be used by the cardholder for contactless cash withdrawals and to make payments without cash at designated points of acceptance worldwide.

1.3 Personal code

The personal code, also referred to as the PIN code (personal identification number), is a combination of digits which the cardholder receives for each card. Entry of the personal code on POS terminals and cash dispensers enables use of the Card Service and of Austrian Anadi Bank AG's self-service stations.

1.4 Account holder

An account holder who requests the Bank to issue a bank card shall complete a card application addressed to the Bank.

All account holders shall be jointly and severally liable for any obligations arising from the use of the bank card/s. Whenever the term "account holder" is used in the following sections, this shall mean all account holders when referring to joint accounts.

1.5 Cardholder

The account holder may apply for issuance of a bank card for himself/herself and third parties, in particular persons authorised to sign on his/her account. Such other parties shall co-sign the card application and accept these customer guidelines.

1.6 Application for a card, card agreement

If the Bank accepts the application for a card signed by the account holder, the card agreement comes into effect. The card application shall in any case be deemed accepted upon delivery of the bank card to the cardholder.

1.7 Use of the bank card by the cardholder

1.7.1 Cash dispensers

The cardholder is entitled to withdraw cash with his/her bank card and his/her personal code, up to the agreed limit, from cash dispensers in and outside Austria displaying one of the logos shown on the bank card.

1.7.2 Cash deposit machines

The cardholder is entitled to deposit cash with his/her bank card and his/her personal code at cash deposit machines of his/her own bank within Austria to the account for which the bank card was issued.

1.7.3 POS ("point-of-sale") terminals

1.7.3.1 Payments at POS terminals

The cardholder is entitled to pay for supplies and services provided by trading and service companies (hereinafter: "merchants") in and outside Austria at payment terminals displaying the logos shown on the bank card (point-of-sale terminals; hereinafter: "POS terminals") with his/her bank card and the entry of his/her personal code, without cash, up to the agreed limit. Cash dispensers may also have the function of POS terminals. Outside Austria, the cardholder may have to produce his/her signature instead of entering his/her personal code. By entering the personal code and pressing the "OK" button or by producing his/her signature, as the case may be, the cardholder irrevocably instructs the Bank to pay to the merchant the amount of the invoice up to the limit agreed with the account holder. The Bank hereby accepts such instructions to pay with immediate effect.

1.7.3.2 Low-value payments without entering the personal code

At POS terminals displaying the "contactless" symbol, the cardholder is also entitled to make contactless and cashless payments of amounts of up to EUR 25.00 per single transaction for goods and services supplied by merchants domestically and abroad, without inserting the bank card and without signature and/or personal code, by simply holding the bank card against the POS terminal.

By holding the bank card against the POS terminal when making low-value payments up to EUR 25.00 per single transaction, the cardholder irrevocably instructs the Bank to pay the invoice amount to the relevant merchant. The Bank hereby accepts such instructions to pay with immediate effect.

For security reasons, the sum total of consecutive low-value payments without entry of a personal code is limited to EUR 125.00. After reaching this limit, the cardholder has to make a payment or withdraw cash using his/her personal code in order to enable further low-value payments.

Before the bank card is used for the first time to make low-value payments without entering the personal code, the bank card must have been used at least once for a payment at a POS terminal or for a cash withdrawal at a cash dispenser by entering the personal code.

1.8 Objections arising from the underlying transaction

Differences in opinion or mutual claims arising from the legal relationship between the cardholder and the contracting party in connection with supplies and services for which the cardholder has paid without cash using the bank card must be settled directly with the contracting party. This shall also apply, in particular, to the invoice amount. The Bank does not assume any liability for the performance of the underlying transaction by the contracting party in conformity with the applicable contractual terms and conditions.

1.9 Fees

1.9.1 Changes to fees and services for entrepreneurs

1.9.1.1 In business dealings with entrepreneurs, the Bank shall be entitled at its reasonable discretion to change the fees payable for services to be rendered by the Bank or by the customer on an ongoing basis (including credit interest or debit interest on current accounts or other types of accounts, account management fees, etc.) by taking into account all relevant circumstances (in particular changes in the legal and regulatory framework conditions, changes in the money market or capital market, changes in the refinancing costs, changes in the staff expenses or operating expenditure, changes in the Consumer Price Index, etc.). This shall also apply to changes to any other services to be rendered by the Bank which are made due to changes in statutory requirements, the security of banking operations, technical development, or the rate of utilisation of a service having materially decreased in a manner substantially affecting cost recovery.

1.9.1.2 Any changes over and above paragraph 1 concerning the Bank's services or the fees payable by the customer, the implementation of new services subject to a fee as well as the charging of new fees for services already agreed shall be offered to the customer by the Bank no later than two months before the day they are proposed to take effect. The customer's consent to these changes will be deemed to be given unless the Bank has received a written objection from the customer prior to the proposed entry into effect. The

Bank shall inform the customer of this consequence in the offer of change. The offer of change may be kept available by the Bank for retrieval in a manner agreed with the customer.

1.9.2 Changes to the charges agreed with consumers in respect of payment services (except for debit interest)

1.9.2.1 Changes to the charges agreed in a master agreement for payment services (in particular the current account agreement) in respect of ongoing services shall be offered to the customer by the Bank no later than two months before the day they are proposed to take effect, which is in any case 1 April of any year. The customer's consent to these changes will be deemed to be given unless the Bank has received an objection from the customer prior to the proposed entry into effect. The Bank shall inform the customer of this consequence in the offer of change, which shall also show the extent of the change. The customer shall be entitled to terminate the master agreement without notice and free of charge prior to such change taking effect. The Bank shall likewise indicate this in the offer of change. The offer of change must be communicated to the customer by the Bank.

1.9.2.2 Using the method agreed in paragraph 1, an adjustment of the charges to the development of the national Consumer Price Index 2000 published by Statistics Austria ("Consumer Price Index") may be agreed with the customer. The adjustment shall be performed by comparing the index figure of the month of November preceding the adjustment to the figure of the month of November of two years before such adjustment. The charge derived from the adjustment shall be rounded to the nearest whole unit in cents.

If, in a given year, the adjustment to charges derived from the development of the Consumer Price Index was not offered to the customer, he/she can still be offered the adjustment at a later date, with effect for the future.

1.9.2.3 An adjustment to charges that deviates from the development of the Consumer Price Index may only be agreed with the customer by the Bank using the method provided for in paragraph 1 if the following conditions are met:

Taking into account all objectively justified circumstances eligible in this context (in particular changes in the legal and regulatory framework conditions, changes in the staff expenses or operating expenditure), the development that the costs incurred by the Bank in connection with the relevant ongoing services have taken during the period provided in paragraph 2 as being relevant for the adjustment of charges deviates from the development of the Consumer Price Index and the adjustment to charges that is being offered corresponds to this deviating cost development.

- Any increase proposed to a charge shall at most amount to three times the increase in such charge that would derive from the development of the Consumer Price Index.
- It shall be pointed out in the offer of change that the change proposed to the charge is higher than the change that would derive from the development of the CPI.

1.9.3 Changes to the ongoing services agreed with consumers (except for credit interest)

1.9.3.1. Changes to the ongoing services to be rendered to the customer by the Bank shall be offered to the customer by the Bank no later than two months before the day they are proposed to take effect. The customer's consent to these changes will be deemed to be given unless the Bank has received an objection from the customer prior to the proposed entry into effect. The Bank shall inform the customer of this consequence in the offer of change.

The Bank shall be entitled to keep the offer of change available for retrieval in a manner agreed with the customer. However, if the offer of change concerns payment services, the offer of change must be communicated to the customer and the customer shall be entitled to terminate the related master agreement without notice and free of charge prior to such change taking effect. The Bank shall likewise indicate this termination right in the offer of change.

1.9.3.2. Using the method provided for in paragraph 1, changes to services may only be agreed with the customer by the Bank if this is objectively justified, considering all circumstances (change in prevailing customer needs, legal and regulatory requirements, the security of banking operations, technical development or the rate of utilisation of the service having materially decreased in a manner substantially affecting cost recovery). Such objective justification shall only exist if the proposed change in services results in an extension of the Bank's services or a limitation of the Bank's services that can be reasonably accepted by the customer and not in any unreasonable change to essential rights and duties in the Bank's favour.

1.10 Liability of the account holder for cardholder transactions

1.10.1 Any and all transactions made by the cardholder using the bank card are made for the account holder's account.

1.11 Improper use of a cash dispenser/cash deposit machine or POS terminal equipped for cashless payment

If a cash dispenser or POS terminal is used improperly by entering a wrong personal code three times in succession, the bank shall, for security reasons, be entitled to confiscate the bank card and render it unusable.

1.12 Availability of the system

Operating systems may be interrupted for technical reasons beyond the control of the Bank, impairing acceptance of bank cards. Manipulation by third parties may likewise cause restricted operability of points of acceptance or bank cards. Even in such cases, the personal code must not be disclosed to third parties. Cardholders are advised to carry alternative means of payment with them, especially when travelling.

1.13 Duration of validity of the bank card, duration of the card agreement, termination

1.13.1 Duration of validity of the bank card

The bank card is valid until the end of the year or month specified on the card.

1.13.2 Exchange of the bank card

If a valid card agreement exists, the cardholder will receive a new bank card in good time before the expiry date of his/her existing card. As long as the card agreement is valid, the Bank is furthermore entitled to demand the return of the bank card for good cause and issue a new card to the cardholder.

1.13.3 Destruction of the bank card

After receipt of a new card, the cardholder is obliged to arrange for the safe destruction of the old bank card. The bank card must be destroyed not later than upon expiry of the validity period.

The cardholder must check the possible reinstatement of the usability of functions other than those regulated herein on the new bank card or another card with the provider/s of such functions.

1.13.4 Duration of the card agreement

The card agreement shall be concluded for an unlimited period of time. It shall end in any event upon termination of the account relationship with the account holder. The account holder and/or the cardholder may terminate the card agreement at no additional cost at any time subject to one month's notice.

The Bank may terminate the card agreement subject to two months' notice.

In the event of good cause, the card agreement may be terminated with immediate effect by the account holder and/or the cardholder, or by the Bank.

Regular periodical fees for the use of the bank card will be refunded to the account holder on a pro-rated basis. This does not apply to one-off fees for the production and delivery of the bank card charged upon issuance of the bank card.

The cancellation or early termination of the card agreement shall have no effect on the account holder's and cardholder's obligations; all such obligations must be fulfilled.

1.13.5 Return of the bank card

Upon termination of the account relationship all bank cards issued for the account, and upon termination of a card agreement the relevant bank card, shall be returned without delay as soon as the contractual relationship has ended.

If the card is used for functions other than those regulated herein, the cardholder shall, if necessary, ensure that he/she can use these functions by other means. The cardholder shall exclusively consult the provider/s of such other functions in this matter.

1.14 Delivery of and changes to the customer guidelines

1.14.1 Any changes to these customer guidelines shall be offered by the Bank to the customer no later than two months before the proposed entry into force. The consent of the customer to the changes offered shall be deemed given unless the Bank receives an objection from the customer before the proposed entry into force. In the offer, the Bank shall draw the customer's attention to the fact that the limits are to be changed and to the fact that the changes will become effective two months after the offer has been received unless the customer files a written objection. In addition, the Bank will publish a comparison of the provisions affected by the change to the customer guidelines as well as a complete version of the revised customer guidelines on its website and make them available to the customer upon request. The Bank shall point this out to the customer in its offer to change the customer guidelines. In respect of an entrepreneur, notification shall be deemed given when the notice offering the change is made available for viewing in a form agreed with the entrepreneur.

1.14.2 In the event of such an intended change to the customer guidelines, the customer, if he/she has the status of a consumer, shall be entitled to terminate his/her master agreements for payment services (in particular the current account agreement) without notice and free of charge prior to such change taking effect.

1.15 Changes of address

The cardholder and the account holder shall be obliged to notify the Bank of any change of address immediately.

If the cardholder or the account holder fails to notify the Bank of a change of his/her address, written statements of the Bank shall be deemed to have been received when they have been sent to the address last notified to the Bank by the account holder or cardholder.

1.16 Choice of law

Any and all legal relations between the account holder and/or cardholder and the Bank shall be governed by Austrian law.

2. PROVISIONS FOR THE CARD SERVICE

2.1 Instruments of use

The cardholder shall receive from the Bank the bank card and a personal code (PIN) as instruments of use.

The Bank is entitled, upon the prior approval of the cardholder, to send the bank card and the personal code to the cardholder.

The bank card shall remain the property of the Bank.

2.2 Agreement on and change of limits

2.2.1 Agreement on limits

The account holder and the Bank agree on:

- the limit per time unit (e.g. daily or weekly) up to which cash may be withdrawn from cash dispensers using the bank card, and
- the limit per time unit (e.g. daily or weekly) up to which cashless payments can be made at POS terminals and at cash dispensers with a POS function.

2.2.2 Limit changes by the Bank

2.2.2.1 Any changes to the limits agreed between the customer and the Bank shall be offered to the customer no later than two months before the proposed entry into force. The consent of the customer to the changes offered shall be deemed given unless the Bank receives an objection from the customer before the proposed entry into force. In the offer, the Bank shall draw the customer's attention to the fact that the limits are to be changed and to the fact that the changes will become effective two months after the offer has been received unless the customer files a written objection. In respect of an entrepreneur, notification shall be deemed given when the notice offering the change is made available for viewing in a form agreed with the entrepreneur.

2.2.2.2 In the event of such an intended change to the limits, the customer, if he/she has the status of a consumer, shall be entitled to terminate his/her master agreements for payment services (in particular the current account agreement) without notice and free of charge prior to such change taking effect.

2.2.3 Limit changes by the account holder

The account holder is entitled, without stating any reasons, to request the Bank branch managing the account to change his/her limit.

2.3 Account cover

The cardholder may, within the scope of the agreed limits, use the bank card for the purposes described in 1.8. above only to the extent that the account for which the bank card has been issued shows sufficient cover (credit balance plus overdraft limit).

2.4 Obligations of the cardholder

2.4.1 Signing the bank card

The cardholder shall be obliged to sign the bank card in the designated place immediately upon receipt.

2.4.2 Keeping the bank card in a safe place and keeping the personal code secret

The cardholder shall be obliged to keep the bank card in a safe place, also in his/her own interest. The bank card must not be passed on to a third party.

The personal code shall be kept secret and must not be written down on the bank card.

The personal code must not be disclosed to anybody, not even employees of the Bank, other account holders or other cardholders.

When using the personal code, care must be taken to ensure that the user is not being spied on by third parties.

2.4.3 Blocking requests and other reports

In the event of loss, theft, misuse or other unauthorised use of the bank card, the cardholder and/or the account holder shall have the card blocked immediately upon becoming aware of such event by contacting the Bank or the card blocking hotline.

2.5 Settlement

Transactions made using the bank card will be debited to the account and will be advised to the account holder in the form agreed with the account holder for the service of notices.

2.6 Conversion of foreign currencies

In the settlement of cash withdrawals or cashless payments made at POS terminals outside Austria, the respective amount in foreign currency will be converted as follows:

- in the case of currencies whose exchange rate is fixed in relation to the euro, at the fixed rate for the currency concerned;
- in the case of currencies of countries which are not members of the European Monetary Union, at the foreign exchange rate defined below.

The foreign exchange rate is calculated based on the foreign currency selling rates of domestic and foreign banks as published on the website www.austrofx.at operated by TeleTrader Software GmbH.

The foreign currency exchange rate for any currency is calculated as the mean value of all selling rates for that foreign currency as published on www.austrofx.at, excluding any rate calculated by Austrian Anadi Bank AG.

At least 4 rates published on www.austrofx.at are required for the determination of a foreign currency exchange rate (excluding any rate published by Austrian Anadi Bank AG). In the event that fewer rates are available, the OANDA Corporation reference exchange rate as published on the PSA Payment Services Austria GmbH website www.psa.at/kursinfo shall apply.

The foreign exchange rates can be obtained from the Bank or viewed on the website www.psa.at/kursinfo. The effective date of conversion shall be the date on which the processing agent Payment Services Austria GmbH receives the debit from the foreign bank. The exchange rate and the effective conversion date shall be communicated to the account holder in the manner agreed with him/her for the service of notices.

2.7 Blocking

2.7.1 A bank card can be blocked by the account holder or the respective cardholder as follows:

- at any time by calling the card blocking hotline set up by PSA Payment Services Austria GmbH ("PSA card blocking hotline") for this purpose; the telephone number of this hotline is displayed on every cash dispenser in Austria. It can also be viewed on the website www.bankomatkarte.at or requested from any bank, or
- in person, in writing or by telephone at the Bank during the Bank's business hours.

A request to block a card made during the Bank's business hours or, at any time, via the "PSA card blocking hotline" becomes effective immediately upon receipt of the request.

A block requested via the PSA card blocking hotline will result in all bank cards issued for the account to be blocked until further notice.

2.7.2. The account holder may instruct the block on all or individual bank cards issued for his/her account to be lifted.

After a block has been effected, a new bank card will be issued only upon the written instruction of the account holder.

2.7.3. The Bank is authorised to block a bank card or to lower the limits agreed for the bank card without the cooperation of the account holder or cardholder in the following cases:

- if this is justified on objective grounds with regard to the security of the bank card or the systems that can be accessed using the card;
- if there is reason to believe that the bank card has been used without authorisation or fraudulently;
- if the cardholder is in default on his/her payment obligations for a line of credit associated with the bank card (over-the-limit transaction or overdraft), and
 - either the performance of these payment obligations is at risk due to a deterioration or potential deterioration in the cardholder's or a co-debtor's financial position, or
 - the cardholder is insolvent or under threat of insolvency.

Please note: The block will not be effective for low-value payments without entry of the personal code, which will continue to be possible after the block up to a maximum amount of EUR 75.00.