

# INFORMATION CONCERNING THE AUSTRIAN DISTANCE FINANCIAL SERVICES ACT [FERN-FINANZ-DIENSTLEISTUNGS-GESETZ (FERNFING)] ANADI ONLINE PRODUCTS

## 1. General information about the company

Austrian Anadi Bank AG  
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SWIFT/BIC HAABAT2K  
Commercial Register number: FN 245157a/LG Klagenfurt  
Place of jurisdiction: Klagenfurt am Wörthersee  
DVR 2110537  
Supervisory authority: Financial Market Authority, Otto-Wagner-Platz 5, 1090 Vienna  
Applicable professional regulations: Austrian Banking Act [Bankwesengesetz], [www.ris.bka.gv.at](http://www.ris.bka.gv.at)

## 2. Information about the financial services offered

The General Terms and Conditions of Anadi Bank (GTC) apply in regard to the entire business relationship between the customer and Austrian Anadi Bank AG (hereinafter: "Anadi Bank").

Anadi Bank is entitled to appropriate remuneration for the services it provides, the amount of which is set out for the customer in the respectively applicable "Terms and Conditions" for the selected online product and also in the schedule of fees and charges of Anadi Bank pursuant to § 35 BWG. On request we will also make the schedule of fees and charges of Austrian Anadi Bank AG pursuant to § 35 BWG available in your online banking environment. Please send an email requesting the schedule of fees and charges to [onlinecustomers@anadibank.com](mailto:onlinecustomers@anadibank.com).

Capital gains tax (CGT), currently 25%, is deducted by Anadi Bank and paid to the competent Austrian tax office for the customer. In addition, other taxes and costs may arise for the customer which are not deducted and transferred via Anadi Bank or charged by Anadi Bank.

### 2.a Online account

The enclosed "Terms and conditions for the online account" form an integral part of the present information concerning the Austrian Distance Financial Services Act [FernFinG] (online products).

#### Conditions and prices for the online account and other features

The online account is offered in two different product versions (online salary/pension account and online current account). In the context of the product opening the customer can select one of the two products; in all cases, the conditions and features of the online current account apply if no salary/wage/pension payments in the defined minimum amount are received on the online salary/pension account over a period of 3 consecutive months.

#### The following preconditions must be fulfilled in order for the customer to have an online salary/pension account

Ongoing amounts paid in the form of salary/wage/pension in the amount of at least EUR 300 per month. The issuing of a credit card requires regular payment of salary/wage/pension amounts of at least EUR 900 per month per account holder as well as a positive, current appraisal of creditworthiness. The card is ordered after the 3rd such amount has been paid into the online salary/pension account and after a separate card application has been signed.

The granting of an overdraft facility requires the regular payment of salary/wage/pension amounts of at least EUR 300 per month into the account as well as a positive, current appraisal of creditworthiness. An overdraft facility of up to twice the net monthly salary/wage/pension (normal monthly salary amounts) is possible, up to a maximum amount of EUR 5,000.

Anadi Bank reserves the right to refuse to grant an overdraft facility or issue a credit card. Any overdraft facility which has been granted and any agreed credit card limit is usable on an ongoing basis up to the amount provided, and can be used until further notice.

If the necessary ongoing salary/wage/pension payments are not paid into the account in the above monthly minimum amount for a period of 3 consecutive months, then as of the following month the conditions and features for the online current account will apply. If the online salary/pension account also has a credit card and/or an overdraft facility, Anadi Bank reserves the right in such a case to immediately withdraw or block the credit card or to terminate the overdraft facility.

### **Unless otherwise stated, the following applies in respect of all variants of the online account**

The online account is used to process payment transactions of the customer. The account is managed exclusively in Euros.

In regard to transactions on the account, in accordance with the scope of services offered the customer can use not only the integrated instruments of online banking & app and cards, but also the branches of Anadi Bank (self-service areas and cash desks), under the respectively applicable conditions. It is not possible for instructions or information to be issued by email, although requests by telephone and fax can be allowed following separate agreement.

Account holders must be adult natural persons who are resident in Austria. The use of the online account is reserved exclusively for private purposes. Anadi Bank may allow the online account to be held as a joint account with a maximum of two account holders with individual powers of disposal who fulfil the above criteria. However, there is no entitlement to such a joint account, and Anadi Bank can refuse to provide such an account, without stating its reasons. The appointment of authorised signatories and the disposal of the account by persons with power of attorney are excluded.

The credit balance on the online account is payable on demand without any notice period. The interest on the account is subject to the conditions as set out in the "Terms and conditions for the online account".

Unless any different agreement has been concluded, the online account is balanced quarterly per the last day of the month, with interest added/deducted.

Anadi Bank is entitled (but not obliged) to tacitly accept overdrawing on the account (overdrawing pursuant to § 23 of the Austrian Consumer Credit Act [Verbraucherkreditgesetz]).

## **2.b Online saving**

The enclosed "Terms and Conditions for Online Saving" form an integral part of the present information concerning the Austrian Distance Financial Services Act [FernFinG] (online products).

### **Conditions and prices for online saving and other features of the account**

The online savings account is an account with an attractive rate of interest which is set up for an indefinite period. Account holders must be adult natural persons who are resident in Austria. The use of the online saving is reserved exclusively for private purposes. Anadi Bank can allow an online savings account to be managed as a joint account with a maximum of two account holders with individual powers of disposal who meet the above criteria, provided that (and only if) the application is made in the context of the online account. However, there is no entitlement to this, and Anadi Bank can refuse to open such an account, without stating its reasons. The appointment of authorised signatories and disposal of the account by persons with power of attorney are not possible.

Five online savings accounts per natural person can be opened.

The credit balance on this account is payable on demand without any notice period. The account is held as an open account, exclusively on a credit balance basis, and is balanced annually with interest added per 31 December of the respective calendar year.

Amounts can be credited to an online savings account up to the maximum deposit amount as specified in the "Terms and Conditions for Online Saving"; disposals are limited to the amount of the respective credit balance, and must be carried out on a non cash basis by means of bank transfer, standing order or collection order. Disposals may only be effected via Anadi Bank online banking & app in favour of an Austrian current account to be named by the customer when the account is opened (reference account).

### Information concerning interest payable on the credit balance of an online savings account

The overall interest rate is made up of a basic annual interest rate (minimum interest rate) plus a voluntary bonus annual interest rate which is added to the basic interest rate. The two rates together form the overall interest rate.

The basic interest rate is the minimum interest rate in the amount of 0.01% per annum. The interest on an online savings account cannot ever fall below the basic interest rate.

The bonus interest rate is a voluntary additional interest rate paid by Anadi Bank. Customers have no legal entitlement to this bonus interest rate, which is variable and is calculated at the start of the agreement on the basis of the "Terms and Conditions for Online Saving". Customers will be informed about changes to the bonus interest rate 14 days before the changes become applicable, by electronic means (message in online banking and information on the website). Customers can terminate their agreement free of charge during this 14-day period.

Anadi Bank is entitled to charge an appropriate fee for its services. Customers will find the amount of this fee for certain typical banking services set out in the "Terms and Conditions for Online Saving" as amended. Any changes to these fees and any new fees introduced are exclusively in accordance with the adjustment clauses and notice periods as agreed with the customer in the online savings account opening application. Any individual services not listed in the "Terms and Conditions for Online Saving" which are provided on the instruction of or in the interest of the customer will be subject to an appropriate fee charged by the Bank.

## 2.c Online fixed-term deposit

The enclosed framework conditions for the online fixed-term deposit (specified either in the "account opening application for online fixed-term deposit & online saving" or in the "account opening application for online fixed-term deposit") form an integral part of the present information concerning the Austrian Distance Financial Services Act [FernFinG] (online products).

### Conditions and prices for the online fixed-term deposit and other features

The online fixed-term deposit is a fixed-term deposit with a one-off payment of a minimum of EUR 2,500 and a maximum of EUR 500,000 (per customer and per online fixed-term deposit tranche) at the start of the term, with a fixed interest rate for the agreed term.

Account holders must be adult natural persons who are resident in Austria. Anadi Bank can refuse to open an account, without stating its reasons.

Anadi Bank can allow an online fixed-term deposit account to be managed as a joint account with a maximum of two account holders with individual powers of disposal who meet the above criteria; account holders of an online fixed-term deposit account must be identical to the account holder(s) of the account in the context of online saving (fixed-term deposit settlement account). The issuing of signature authorisation and disposal of the account by persons with power of attorney are not possible.

The endowment of the online fixed-term deposit account (hereinafter the "online fixed-term deposit") is undertaken exclusively at the start of the term by Anadi Bank, by means of a transfer in the agreed amount from the allocated fixed-term deposit settlement account (provided there are sufficient funds in the fixed-term deposit settlement account to cover the amount). The fixed-term deposit settlement account is an account set up within the customer's online saving.

It is not possible to undertake any partial disposals or to increase the deposit amount during the term. However, the customer has the possibility, up to 24 hours before the expiry of the term, to extend the online fixed-term deposit account in online banking (prolongation), the following choices being available:

- type of prolongation
- period of prolongation
- investment amount

In the course of a prolongation, the fixed-term deposit is cleared and reinvested. There must be sufficient cover in the fixed-term deposit settlement account per the value date. If the customer has not authorised any prolongation, the credit balance with accrued interest less CGT is automatically transferred to the fixed-term deposit settlement account at the end of the term and the online fixed-term deposit is cancelled.

### Information concerning interest on the Anadi online fixed-term deposit

Interest is paid on the credit balance on the online fixed-term deposit for the duration of the agreed term, at the agreed interest rate (the term and the rate are agreed in the "Individual order to create an online fixed-term deposit", or in the context of the first investment directly in 4.9 of the "Account opening application for an online fixed-term deposit & online saving", or in 3.9 of the "Account opening application for an online fixed-term deposit"). The interest starts when the investment amount is credited to the online fixed-term deposit, and ends on the last day of the agreed term. The online fixed-term deposit is balanced after each full year has elapsed from the date on which the investment amount is credited to the online fixed-term deposit, with interest added for the respective year that has elapsed.

Repayments before the end of the term are not permitted. In the event that Anadi Bank does nevertheless agree to a premature repayment, interest is paid on the EUR amount affected by a repayment, at the interest rate as agreed in the individual order, or in the context of the first investment directly in 4.9 of the "Account opening application for an online fixed-term deposit & online saving", or in 3.9 of the "Account opening application for an online fixed-term deposit", in respect of the term that has actually been observed.

### 3. Information concerning distance contracts

#### Right of withdrawal

The customer is entitled to withdraw from the concluded distance contract without statement of reasons within 14 days by written notification (letter, fax, email) or verbally (in person or by telephone). For the purposes of the observance of the withdrawal period, it is sufficient for the declaration of withdrawal to have been sent in a timely manner. The withdrawal period starts on the day on which the contract is concluded. If the customer does not receive the present information and the contractual conditions until after the contract has been concluded, the withdrawal period does not begin until the information and conditions are received. The customer's notice of withdrawal is to be sent to the address as stated in section 1 above.

If the customer does not make use of their right of withdrawal within 14 days following the conclusion of the contract, the contract that has been concluded with the customer is deemed to have been concluded for an indefinite period.

For the duration of the withdrawal period, the fulfilment of the contract may not be commenced without the express consent of the customer. If the customer subsequently withdraws from the contract with legally valid effect, any items provided on both sides, in particular any cash amounts paid and any benefits that may have been derived (e.g. interest), are to be surrendered. This duty of surrender must be fulfilled by the customer within 30 days following the sending of the declaration of withdrawal, and by Anadi Bank within 30 days following receipt of such declaration. In accordance with § 12 (1) FernFinG, Anadi Bank is also entitled immediately to demand and collect any agreed fees and reimbursement of costs in regard to services provided by it prior to legally valid withdrawal by the customer.

The customer's right of withdrawal lapses prematurely if the contract has already been fulfilled in its entirety by both parties and the customer has expressly consented to such fulfilment.

#### Contractual termination rights

Anadi Bank has the right, in accordance with item 23 of the General Terms and Conditions of Anadi Bank, at any time to terminate any contract which has not been concluded for a defined period, subject to observance of a reasonable notice period. If a serious reason applies, Anadi Bank can terminate the contract with immediate effect in accordance with item 24 of the General Terms and Conditions of Anadi Bank. The customer has the termination rights as provided by law. For both contracting parties, contracts which have been concluded for a defined period can only be terminated if a serious reason applies.

#### Applicable law, place of jurisdiction, contractual language

Austrian law applies to all precontractual and contractual legal relationships between Anadi Bank and the customer. The place of jurisdiction is as provided in item 21 of the General Terms and Conditions of Anadi Bank.

All information pursuant to §§ 5 and 8 FernFinG and the contractual conditions forming the basis for the contract are communicated to the customer in German. The language to be used for the entire contractual relationship and for communicating with the customer is German.

#### Out-of-court settlement

Gemeinsame Schlichtungsstelle der Österreichischen Kreditwirtschaft [conciliation service for the Austrian banking sector]

Wiedner Hauptstrasse 63, 1045 Vienna, [www.bankenschlichtung.at](http://www.bankenschlichtung.at)

The conciliation service is competent to deal with complaints in connection with:

- cross-border transfers
- transactions involving electronic payment cards
- electronic payment transactions
- cross-border payments in Euros
- distance selling of financial services, and
- complaints concerning defective information in the context of housing loan allocations

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