

Informational duties and contractual terms pursuant to section 48 of the Payment Services Act (Zahlungsdienstegesetz - ZaDiG)

The business relationship between paybox Bank AG (hereinafter referred to as "paybox Bank") and the holder of the paybox Bank credit card is based on the "paybox Bank AG General Terms and Conditions" (hereinafter referred to as "GTC").

Information and contractual terms:

1 About the payment service provider

1.1 Name and address

paybox Bank AG, Lassallestraße 9, A-1020 Vienna email: service@payboxbank.at
Tel.: 05 05 2 05 01

1.2 Registrations

Registration number: 218809d; Registry court: Vienna VAT ID: ATU 53590902 DVR No: 2108399
paybox Bank is a member of the Austrian Federal Economic Chamber (Banking Section), 1045 Vienna, Wiedner Hauptstraße 63 (www.wko.at)

1.3 Relevant supervisory authority

Financial Market Authority (Banking Supervision Division), Otto-Wagner- Platz 5, 1090 Vienna

2 About use of the payment service

2.1 The relevant contractual terms may be found in the GTC.

2.2 A payment order is deemed to have been received as soon as paybox Bank is debited by the respective merchant (posting date).

2.3 For the maximum execution time of a payment order in euro or another currency of a country within the European Economic Area ("EEA"), paybox Bank ensures that, after the time of receipt, the amount that is the subject of the payment transaction is credited to the account of the payee's payment service provider no later than the end of the following business day.

2.4 A business day refers to a day on which paybox Bank is open and maintains business operations necessary for the execution of payment orders. Saturdays, Sundays, and public holidays are not business days. However, acceptance of payment orders is possible at any time.

3 About charges, interest, and exchange rates

3.1 The relevant contractual terms may be found in the GTC.

4 About communications

4.1 The relevant contractual terms may be found in the GTC.

4.2 The contract for the card is concluded in German. Communication shall generally be conducted in German for the duration of the contractual relationship. paybox Bank and the cardholder may otherwise agree on English as the contract language and language for communications.

4.3 At any time during the term of the card contract, the cardholder may request the provision of this information and contractual terms and conditions in paper or electronic form. paybox Bank shall be entitled to the reasonable reimbursement of costs as agreed with the cardholder in the case of more frequent requests for information and the contractual terms and conditions by the cardholder.

5 Notice of right of rescission pursuant to section 8 of the Federal Act Concerning the Distance Marketing of Consumer Financial Services (Fern-Finanzdienstleistungsgesetz - FernFinG)

5.1 If the credit card contract between paybox Bank and the cardholder is a distance marketing contract (i.e. concluded exclusively using one or several remote communication media), the cardholder is entitled to rescind the credit card contract within 14 days without stating reasons in accordance with section 8 of the Distance Financial Services Act. The rescission period begins on the day of the conclusion of the contract, whereby the day of the conclusion of the contract is the day on which the cardholder receives the email from paybox Bank regarding the acceptance of the card application. The rescission period shall commence upon receipt of the respective information if the cardholder does not receive the contractual terms and conditions and the information pursuant to section 5 et seq. and 8 et seq. of the Distance Financial Services Act (including this notice of right of rescission) until after the conclusion of the contract. Notice of rescission must be sent prior to expiry of the rescission period. Should the cardholder exercise his/her right of rescission in accordance with section 8 of the Distance

Financial Services Act, express notice of rescission must be sent to paybox Bank AG, Servicekontakt: service@payboxbank.at.

5.2 The credit card contract is otherwise concluded for an indefinite term if the cardholder does not exercise their right of rescission. Pursuant to section 8 para (5) of the Distance Financial Services Act, performance of the contract may not commence within the rescission period without obtaining the cardholder's express consent. In such cases, paybox Bank shall be entitled to the agreed fees for services provided prior to the cardholder's rescission and, in the case of term-based fees, to a pro rata amount of such fees.

6 About protective and remedial measures

6.1 The relevant contractual terms may be found in the card contract and the GTC.

6.2 The cardholder must notify paybox Bank of any loss, theft, misuse, or other unauthorised use of the card as soon as he/she becomes aware of any of the foregoing. This must be done by calling the following telephone number:

Within Austria	0800 664 900 Mon-Son 0:00-24:00
International	+43 50 664 8 664 900 Mon-Son 0:00-24:00

7 About changes and cancellation of the card contract

7.1 The relevant contractual terms may be found in the card contract and the GTC.

8 About legal remedies

8.1 The relevant contractual terms may be found in the card contract and the GTC.

8.2 The cardholder has the right to lodge a complaint with the Financial Market Authority ("FMA") pursuant to section 13 of the General Administrative Proceedings Act (Allgemeines Verwaltungsverfahrensgesetz - "AVG") and the possibility to assert his/her rights before the ordinary courts. The Austrian banking industry has established a "Joint Conciliation Board of the Austrian Banking Industry", Wiedner Hauptstrasse 63, 1045 Vienna (www.bankenschlichtung.at), to settle certain complaints. paybox Bank customers may also contact this non-judicial FIN-NET conciliation body in writing or electronically (office@bankenschlichtung.at).

General Terms and Conditions for paybox Bank credit cards

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1 Subject matter of the GTC and scope

1.1 These General Terms and Conditions (hereinafter referred to as "GTC"), together with agreements contained in the card application, regulate the contractual relationship (hereinafter referred to as the "credit card contract") between paybox Bank AG (hereinafter referred to as "paybox Bank"), as card issuer of the paybox Bank credit card (hereinafter referred to as the "card") and the cardholder (hereinafter referred to as the "cardholder"). These GTC apply to the extent that paybox Bank and the cardholder have agreed to their application. The agreements in the card application take precedence over those in the General Terms and Conditions.

2 Ownership of the card

2.1 The card remains the property of paybox Bank. No transfer of the ownership of the card is possible.

3 Term and termination of the credit card contract

3.1 The credit card contract is concluded for an indefinite term.

3.2 The cardholder is entitled to terminate the credit card contract at any time subject to one month's notice.

3.3 paybox Bank is entitled to terminate the credit card contract at any time subject to two months' notice.

3.4 Both paybox Bank and the cardholder are entitled to terminate the credit card contract with immediate effect for good cause.

3.5 Notice of termination or cancellation of the credit card contract must be submitted on paper or another durable medium.

3.6 In the event the credit card contract is terminated - regardless of grounds - paybox Bank shall refund any card fee paid in advance to the cardholder on a pro rata basis or (in payment in arrears) invoice the cardholder on a pro rata basis.

3.7 Notice of contract termination (termination or cancellation) does not relieve the cardholder of his/her obligations agreed to prior to the termination of the credit card contract.

3.8 The cardholder is obliged to cut up the card immediately after the end of the credit card contract or, if previously requested by paybox Bank, to send it to paybox Bank at such time.

4 Definitions

4.1 Card PIN

The card PIN is a 4-digit combination of numbers disclosed only to the cardholder by paybox Bank that is to be kept secret by the cardholder. It enables transactions (payments and cash withdrawals) using the card at Mastercard acceptance points; by entering the card PIN, the cardholder authorises the transaction and irrevocably instructs paybox Bank to make the respective payment. The cardholder may change the 4-digit combination of the card PIN himself/herself at ATMs provided for this purpose after entering the combination of the card PIN to be changed. paybox Bank is entitled to charge a fee as agreed in Clause 22 for any such change to the card PIN. paybox Bank may reject unsecure number combinations (more than 3 consecutive numbers in ascending or descending order such as 1234 or more than two identical numbers in a row such as 1111).

4.2 Mobile PIN

The mobile PIN is a 6-digit number combination chosen by the cardholder that is to be kept secret. By entering the mobile PIN, the cardholder commissions transactions remotely via the internet or mobile data connection and irrevocably instructs paybox Bank to make the respective payment. Entering a mobile PIN is also required to log in to the paybox Bank customer area.

4.3 Biometric authentication

Biometric authentication is the identification of the cardholder using anatomical features such as his/her fingerprint or face; this process is used to identify the cardholder as well as to commission a transaction. The cardholder's biometric data used for biometric authentication will - provided the cardholder wishes to use biometric authentication and his/her registered mobile phone technically permits biometric authentication - be stored on the cardholder's registered mobile phone; the cardholder can then log in to the paybox Bank customer area using his/her biometric data and commission remote payments

via the internet or mobile data connection, whereby the cardholder irrevocably instructs paybox Bank to make the payment by using his/her biometric data. Biometric authentication is an alternative to entering a mobile PIN.

4.4 Initial password

The initial password is a password disclosed only to the cardholder by paybox Bank that is to be kept secret by the cardholder. It is to be entered together with the signatory number and the SMS TAN for initial registration of his/her mobile phone in the paybox Bank customer area in order to define a biometric feature (e.g. fingerprint or face) and/or a mobile PIN.

4.5 SMS TAN

The SMS TAN is a 6-digit alphanumeric activation code that is sent to the cardholder during the registration process together with the initial password using the mobile phone number provided by the cardholder to paybox Bank.

4.6 Signatory number

The signatory number is a combination of digits and letters provided to the cardholder by paybox Bank that is required to enable access to the paybox Bank customer area. The signatory number cannot be changed by the cardholder.

4.7 Mastercard acceptance points

Mastercard acceptance points are the ATMs, payment terminals and payment points marked with the Mastercard logo displayed on the card; they permit cash withdrawals or cashless payments at Mastercard contractual partners.

4.8 Push notifications

Push notifications are messages that are displayed to the cardholder on the registered mobile phone via an internet connection or mobile data connection without the cardholder having to open an app on his/her registered mobile phone.

4.9 Registered mobile phone

The registered mobile phone is the mobile phone registered in the paybox Bank App by the cardholder. It functions as a confirmation of "possession" for purposes of strong customer authentication.

4.10 Strong customer authentication

Strong customer authentication is the process governed by Delegated Regulation (EU) 2018/389 for strong cardholder authentication based on two of the three elements of knowledge, possession, and inherence. The mobile PIN and card PIN serve as the "knowledge" element; the registered mobile phone and card as the "possession" element, and biometric authentication as the "inherence" element.

4.11 paybox Bank customer area

The cardholder can log in to the paybox Bank customer area via the paybox Bank App by following the steps specified for cardholder authentication. In his/her secure personal service area for the card within the paybox Bank customer area, the cardholder may, in particular, view information about the card, monthly statements and card transactions, manage his/her personal data, read statements and notices from paybox Bank, and submit declarations of intent to paybox Bank.

4.12 paybox Bank App

The paybox Bank App is an app provided by paybox Bank that enables cardholders to commission transactions via his/her registered mobile phone and to access all of the functions in his/her paybox Bank customer area pursuant to Clause 4.11. via a mobile phone.

4.13 NFC payments

NFC payments are contactless payments whereby the card is held near a device at a Mastercard acceptance point resulting in an exchange of data between the card and the device without the need to swipe the card or insert it into the device.

5 Requirements for card use

5.1 Upon receipt of the card, the cardholder must check whether the name embossed on the card is correct and must notify paybox Bank of any incorrect embossing without undue delay. If the cardholder uses the card despite any errors in embossing, he/she is nevertheless obliged to honour any liabilities he/she has incurred.

5.2 Upon receipt, the cardholder is obliged to sign the card in the signature field provided for this purpose without undue

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delay using the same signature as in the credit card application. The cardholder also obliged to sign receipts for transactions made using the credit card in accordance with Clause 9.1 using the same signature; if the cardholder signs receipts using a different signature, he/she is nevertheless obligated to honour all obligations he/she has entered into.

5.3 The secret card PIN - which is required to make payments at POS terminals and to make cash withdrawals - is sent to the cardholder either separately by mail or electronically to the paybox Bank App depending on the cardholder's wishes.

5.4 Card use requires that

(i) the cardholder has downloaded the paybox Bank App to a suitable mobile phone;
(ii) he/she has registered his/her mobile phone using the paybox Bank App; and
(iii) he/she has activated his/her card using the paybox Bank App. Due to the fact that the mobile phone is registered, the cardholder must download the paybox Bank App to his/her new mobile phone upon any phone change and register the new mobile phone using the paybox Bank App.

5.5 For security reasons, newly issued cards are not activated for purposes of making payments or making cash withdrawals. The cardholder must activate each card by entering the activation code in the paybox Bank customer area in order to use it. This also applies to all replacement cards received by the cardholder, for example, a card which paybox Bank sends as a replacement following expiry of the card in use by the cardholder.

6 Registration, access and blocking access to the paybox Bank customer area

6.1 The paybox Bank App is used to register for the paybox Bank customer area and requires the authentication of the cardholder. To do so, the cardholder is required to enter his/her signatory number, the initial password provided to him/her by paybox Bank, and the SMS TAN sent to his/her mobile phone number during the registration process and create his/her 6-digit secret mobile PIN. In cases in which it is technically feasible on the respective mobile phone, the cardholder may save an anatomical feature (e.g. fingerprint or facial recognition) during registration and use this as an alternative to the mobile PIN. Once registration is complete, the mobile phone is registered for strong customer authentication and access to the paybox Bank customer area is then possible.

6.2 After registering, the cardholder can log in to the paybox Bank customer area via the paybox Bank App by following the steps specified for cardholder authentication.

6.3 Access to the paybox Bank customer area is blocked after five incorrect entries of the 6-digit mobile PIN (the customer will receive a warning after four incorrect entries). The cardholder will be informed that access is blocked. The cardholder may request that the block be removed at any time.

6.4 The paybox Bank customer area and the paybox Bank App are provided to the cardholder at no charge. paybox Bank is entitled to charge the agreed fee for the respective service in the event that the cardholder uses services related to the card via the paybox Bank customer area.

7 Card validity and replacement

7.1 The card is valid until the end of the month of the year indicated on the card, after which it is no longer valid and may no longer be used by the cardholder. The cardholder is obliged to cut up the card immediately upon its expiry or, if previously requested by paybox Bank, to send it to paybox Bank at such time.

7.2 The cardholder instructs paybox Bank to send him/her a new card on a timely basis prior to the expiry of his/her card. This instruction does not apply in cases in which the credit card contract has been terminated by the cardholder or paybox Bank prior to the card's expiration date. After the cardholder activates the replacement card, he/she can only use the replacement card; the previous card is no longer valid even if its stated expiration date has not yet been reached.

8 Card use - Requirements and restrictions

8.1 The card may only be used by the cardholder whose name is indicated on the card. Use of the card also includes the use of the information contained on it, including card number, CVC number (card verification number on the back) and expiry date.

8.2 The cardholder is authorised to use the card only as long as

(i.) the credit card contract remains in effect;
(ii.) the card is valid; and
(iii.) the cardholder is able to fulfil the obligations entered into using the card as agreed.

8.3 The cardholder's right to use the card is limited to the agreed credit limit. All types of transactions described in Clause 9.1. are included in the calculation of the credit limit. In the event of a deterioration in the creditworthiness of the payee, which is associated with a considerably increased risk that the payee will not be able to meet his payment obligations in full to the extent of the agreed credit limit, paybox Bank is entitled to reduce the credit limit for the duration of this deterioration in creditworthiness. If necessary, the credit line will be reduced to an amount that the payer can probably pay in full, so that there is no longer a considerably increased risk of default. paybox Bank will inform the payee of the reduction of the credit limit, stating the reduced amount, if possible before, but at the latest immediately thereafter. Should the cardholder regain the creditworthiness he had at the time of the conclusion of the contract, paybox Bank will increase the credit limit back to the original amount and inform the cardholder accordingly.

8.4 Unless paybox Bank and the cardholder have agreed to other maximum amounts, cash withdrawals from ATMs are limited to EUR 400 per day and EUR 800 per week. These maximum amounts may vary depending on the country and/or ATM or acceptance point.

9 Using the card

9.1 The cardholder is authorised to use the card at domestic and international Mastercard acceptance points

9.1.1 by presenting the card and, if requested by the contractual partner, by presenting official photo identification, and

(i) make cashless purchases of goods and services offered by Mastercard contractual partners via his/her signature on a receipt or a display, or other device, or

(ii) by inputting his/her card PIN;

9.1.2 to make cashless purchases of goods and services from Mastercard contractual partners by holding the card at NFC acceptance points; NFC payments without entering the card PIN are limited to the amount of EUR 50 per payment or, in the case of several payments in succession, to a total amount of EUR 150. After that, the cardholder must enter his/her card PIN the next time he/she makes a payment.

9.1.3 to make cashless purchases of goods and services remotely by supplying card data. Entering the mobile PIN or, alternatively, identifying the cardholder by means of biometric authentication in the paybox Bank App is necessary in addition to disclosing card data upon request as part of the payment process when purchasing goods and services via the internet or mobile data connection.

9.1.4 make cash withdrawals

(i) at ATMs by presenting (inserting) the card and entering the card PIN, or

(ii) by contactless holding of the card at ATMs marked as NFC acceptance points and entering the card PIN, or

(iii) by presenting or inserting the card and, if requested by the contractual partner, by presenting official photo identification, and (i) by his/her signature on a receipt, display, or other device, or (ii) by entering the Card PIN.

9.2 If the cardholder uses his/her card in a way described in Clause 9.1 this constitutes a "transaction".

10 Payment instruction

10.1 The cardholder irrevocably instructs paybox Bank to pay the amount resulting from a transaction to the respective Mastercard acceptance point. The cardholder issues this irrevocable instruction

10.1.1 by presenting the card and (i) by his/her signature on a receipt, display, or other device, or (ii) by entering the card PIN; or

10.1.2 by holding the card at a Mastercard acceptance point payment terminal designated as an NFC acceptance point and (when prompted by the NFC acceptance point) entering the card PIN; or

10.1.3 in the case of remote transactions, by disclosing the card data and, if necessary, by entering the mobile PIN or, alternatively, by means of biometric authentication in the paybox Bank App (generally required in remote transactions via the internet and mobile data connection).

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10.2 This irrevocable instruction is accepted by paybox Bank in advance.

11 Disputes related to transactions

11.1 The cardholder is required to settle any complaints and disagreements concerning the underlying transaction between the cardholder and the respective Mastercard acceptance point (e.g. errors and warranty claims) directly with the latter. In the event of such complaints and disagreements, paybox Bank shall also be obliged to reimburse the amount paid by it to the Mastercard acceptance point and to pay the balance of the monthly statement in accordance with Clause 14.1.

11.2 In the case of submission of an instruction that does not include a specific invoice amount (blank instructions), the cardholder shall be liable for payment of the amount submitted by the Mastercard acceptance point to paybox Bank. However, in such cases, the cardholder is entitled to a refund if the amount submitted exceeds the amount that the cardholder could reasonably have expected in accordance with his/her previous spending behaviour, the terms and conditions of the credit card contract and the respective circumstances of the individual case. The cardholder is obliged to provide evidence of such circumstances at the request of paybox Bank. The cardholder must assert a claim for reimbursement against paybox Bank within eight weeks after the card account has been debited, otherwise the claim for reimbursement is excluded.

Note: Such blank instructions are requested by hotels and car leasing enterprises. Please check the contract you have entered into and all associated billing with care in such cases.

12 Blocking the card

12.1 The cardholder is entitled to request that his/her card be blocked at any time. In the cases described in Clause 13.3, the cardholder is obliged to request that his/her card be blocked without undue delay. The cardholder can initiate card blocking at any time by calling the blocking emergency number in Austria 0800 664 900, from abroad: +43 50 664 8 664 900. paybox Bank is obliged to block the card immediately in both cases.

12.2 The card will be blocked if the card PIN is entered incorrectly three times in immediate succession at a payment terminal or ATM on one calendar day (according to Central European calendar).

12.3 paybox Bank is entitled to block the card without the involvement of the cardholder if

12.3.1 objective reasons related to the security of the card or card data or to the security of the systems in which the card or card data are used justify such an action in order to prevent misuse;

12.3.2 if unauthorised or fraudulent use of the card or card data is suspected; or

12.3.3 due to a deterioration in or risk related to the financial circumstances of the cardholder, fulfilment of the cardholder's payment obligations in relation to paybox Bank arising from the use of the card is at risk.

12.4 paybox Bank will inform the cardholder about any blocking and its reasons beforehand to the extent possible, however in any event immediately after the card is blocked. This does not apply if notification conflicts with legal regulations or court or official orders or if notification that the card has been blocked could increase the security risk or if the card was blocked at the request of the cardholder.

12.5 If the card has been blocked, paybox Bank will lift the block as soon as the reasons for the block no longer apply. The cardholder may request that block be lifted at any time; this may also be done by calling the telephone number specified in Clause 12.1.

12.6 Imposing and lifting a block are free of charge to the cardholder.

12.7 If the card has been blocked, Mastercard acceptance points are entitled to confiscate the card.

13 Duties of the cardholder

13.1 The cardholder is obliged to comply with the terms and conditions for the issuance and use of the card contained in these GTC.

13.2 The cardholder is obliged

13.2.1 to keep secret the card PIN, the mobile PIN, the initial password, and the SMS TAN (hereinafter collectively referred to as "personal identification elements"); the cardholder may not disclose his/her personal identification elements to anyone, including his/her relatives or the employees of paybox Bank;

13.2.2 to take all reasonable precautions to protect the personal identification elements from unauthorised access immediately after receiving the card;

13.2.3 to refrain from handing over the card to third parties, unless this is done solely for the purpose of carrying out a transaction at the Mastercard acceptance point;

13.2.4 to take all reasonable precautions when using his/her personal identification elements to ensure that no third party is able to gain access to them; this also applies to employees of Mastercard acceptance points.

13.3 The cardholder must notify paybox Bank without undue delay as soon as the cardholder becomes aware of loss, theft, misuse or any other use of the card or card data not authorised by him/her. paybox Bank has provided the telephone numbers listed in Clause 12.1 for such purposes.

13.4 If the cardholder discovers that a transaction was not authorised or was executed incorrectly, the cardholder shall notify paybox Bank without undue delay upon discovery if he/she wishes to have the respective payment transaction corrected (obligation to give notice of errors). The period for the cardholder to inform paybox Bank in order to obtain a correction ends no later than 13 months after the date of the debit or credit provided that paybox Bank has provided the cardholder the information required under the Third Part of the Payment Services Act (§§ 32 to 54) or has made such information available to him/her. This is without prejudice to other claims the cardholder may have against paybox Bank or the contractual partner.

13.5 The cardholder may no longer use the card if the cardholder has notified paybox Bank of the loss or theft of his/her card so that the card is blocked, and issuance of a replacement card has been initiated and he/she subsequently recovers the card. The cardholder must destroy the card or send it to paybox Bank if paybox Bank requests that it be sent.

14 Billing and payment of card transactions

14.1 The cardholder will receive a statement (hereinafter referred to as the "monthly statement") each month if he/she has made transactions using the card within the billing period, or if he/she is required to pay fees, reimbursements, or interest to paybox Bank during the respective period. Unless otherwise agreed with the cardholder, all transactions made by the cardholder and submitted to paybox Bank by Mastercard acceptance points up to the 12th day of a calendar month (if this is a Saturday, Sunday or public holiday, all transactions made by the cardholder up to the next business day within the meaning of the 2018 Payment Services Act) as well as the fees, reimbursement amounts, and interest accrued during such month will be billed. The monthly statement will be provided to the cardholder no later than the 3rd business day after the statement date. The amount shown in the statement is due upon notification of the availability of the monthly statement; it is to be paid by the cardholder within eight days after the statement date. The day by which payment must be made is indicated in the monthly statement. The monthly statement contains, in particular, information on all transactions (Mastercard acceptance point, transaction date, reference, amount, currency), all information on the exchange rate and conversion for transactions in a foreign currency, the value date of debits and credits, the fees charged with a description and amount, the amounts to be reimbursed by the cardholder with their description, the interest charged as well as the information on the interest rate and any change in the interest rate, the payments made by the customer since the last monthly statement, as well as any balance from the last monthly statement.

14.2 The cardholder and paybox Bank may agree on a settlement date that is other than the date referred to in Clause 14.1; in such cases, the provisions of Clause 14.1 shall apply mutatis mutandis. If, for example, the cardholder and paybox Bank have agreed on the 6th day of the calendar month as the settlement date, the monthly statement will be made available to the cardholder no later than on the 3rd business day after such day and the statement amount shall be paid by the cardholder within eight days after the settlement date.

14.3 Interest on the amounts owed by the cardholder indicated

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in a monthly statement, including agreed interest on outstanding balances, shall commence on the day following the day on which the payment period of eight days has expired. The interest on outstanding balances will be calculated on a daily basis and charged in the following monthly statement. The cardholder is obliged to pay the interest on outstanding balances together with the amount of the monthly statement. Interest on outstanding balances is not capitalized (such interest does not become part of the principal and interest does not accrue on such amounts), so there is no compound interest effect.

14.4 Payments by the cardholder are posted based on their date of receipt and are reflected on a current account basis when calculating the balance for the monthly statement.

14.5 If the cardholder has issued a SEPA direct debit mandate, paybox Bank will debit the invoice amount on a timely basis, whereby the cardholder must ensure sufficient account coverage. If payment by direct debit has not been agreed with the cardholder, or if a debit cannot be made for reasons for which the cardholder is at fault, the cardholder is obliged to transfer the statement amount to the account specified in the monthly statement before expiry of the payment deadline.

14.6 Monthly statements are made available to the cardholder electronically in the paybox Bank customer area. An email will be sent to the cardholder at the most recent email address provided by the cardholder informing him/her that the monthly statement is available. The cardholder and paybox Bank may alternatively agree that the cardholder will receive monthly statements by email at the most recent email address provided by the cardholder.

14.7 The cardholder is obliged to give notice of any errors as set forth in Clause 13.4 if the cardholder discovers that a payment transaction was not authorised or was executed incorrectly after reviewing the monthly statement.

15 Liability for unauthorised payment transactions

15.1 In the event of an unauthorised payment transaction, paybox Bank will refund the amount of the unauthorised payment transaction to the cardholder without undue delay, however in any event no later than the end of the following business day after paybox Bank has been informed of the unauthorised payment transaction concerned or it has been reported to the Bank. However, if the amount of an unauthorised payment transaction appearing in the statement has already been collected by paybox Bank or paid by the cardholder, paybox Bank is obliged to make the respective amount available to the cardholder without undue delay by crediting it to his/her most recent account notified to paybox Bank.

15.2 If the unauthorised payment transaction is based on misuse of the card using personalised security features (personal identification elements), the cardholder is obliged to compensate paybox Bank for all damages incurred as a result of such an unauthorised payment transaction, if he/she enabled it with fraudulent intent or through an intentional or grossly negligent breach of his/her obligations under Clause 13.1 to 13.3. If these obligations were violated by the cardholder as a result of simple negligence, his/her liability for the resulting damages is limited to a maximum of EUR 50.00. The cardholder shall not be liable for instances of simple negligence if the loss, theft, or misuse of the card was not detectable by the cardholder prior to a payment or if the loss was caused by paybox Bank or one of its vicarious agents. In the event of any apportionment of damages between paybox Bank and the cardholder, particular consideration shall be given to the type of personalised security features and the circumstances under which the loss, theft, or misuse of the payment instrument (card) occurred.

15.3 Clause 15.2 shall not apply if the unauthorised use of the card occurred after the cardholder reported the loss, theft, misuse, or other unauthorised use of the card to paybox Bank unless the cardholder acted fraudulently. The foregoing also applies if paybox Bank has not complied with its obligation to ensure that the cardholder has the ability to report the loss, theft, misuse, or unauthorised use of the card at any time.

15.4 The cardholder shall not be liable if paybox Bank did not require strong customer authentication for the unauthorised payment transaction unless the cardholder acted fraudulently.

16 Fees, interest, and defaults in payment

16.1 The cardholder is obliged to pay card fees agreed in the card application for provision of the card, as well as the fees agreed in Clause 22, and to reimburse paybox Bank for costs and expenses to the extent agreed in Clause 22. The card fee is payable monthly in advance. Changes in fees are governed by Clauses 20.4 and 20.5

16.2 If the cardholder has issued a direct debit mandate for payment of his/her monthly statements and if an amount charged to his/her account was reversed by his/her financial institution due to lack of funds, the cardholder is required to reimburse any expenses charged to paybox Bank by his/her financial institution for the reversal of the debit. In such cases, paybox Bank shall also be entitled to the processing fee agreed in Clause 22.

16.3 If the cardholder culpably defaults on the payment of amounts due, paybox Bank is entitled to

16.3.1 reimbursement dunning expenses as agreed in Clause 22, and

16.3.2 default interest in the amount agreed in Clause 22.

17 Conversion of foreign currencies / Information about currency conversion fees

Invoiced amounts from a Mastercard acceptance point in currencies other than euros will be converted into euros at the Mastercard International Inc. exchange rate, which is available online at <https://www.mastercard.us/en-us/personal/get-support/convert-currency.html>

17.1 Mastercard International Inc. primarily uses government-determined exchange rates as the basis for determining its exchange rates; in the event that such rates do not exist, wholesale exchange rates for the international foreign exchange market selected from independent sources (such as Bloomberg or Reuters) are used by Mastercard International Inc. for determining exchange rates. paybox Bank has no influence on exchange rates. The effective date for conversions is the day on which the cardholder issued the payment instruction concerned unless the receivable from the respective Mastercard acceptance point is submitted on the booking date. In such cases, the effective date for conversion shall be the date on which the receivable of the respective Mastercard acceptance point is submitted to paybox Bank. If this falls on a Saturday, Sunday or public holiday, the receivable shall be deemed to have been received on the following business day within the meaning of the Payment Services Act (2018). This date will be communicated to the cardholder in his/her monthly statements.

17.2 paybox Bank is entitled to the fees agreed in Clause 22.4 for transactions in which the card is used outside the European Economic Area ("EEA") and/or the location of the Mastercard acceptance point is outside the EEA, as well as for foreign currency transactions (these are transactions not denominated in euros) within the EEA.

17.3 For foreign currency transactions within the EEA denominated in a national currency of an EEA country other than the euro, the currency conversion charges shall be communicated to the cardholder as a percentage surcharge on the latest available euro reference exchange rates published by the European Central Bank (ECB) in accordance with this provision. These currency conversion fees are not new fees imposed by paybox Bank, but the agreed fee according to Clause 22.4 and the conversion rate of Mastercard International Inc. is expressed as a percentage surcharge relative to the latest available euro reference exchange rate published by the ECB for the respective foreign currency. The surcharge is calculated as follows:

Surcharge = (exchange rate + charge according to Clause 22.4) / ECB reference exchange rate

The surcharges may change daily depending on the exchange rate and the ECB reference exchange rate. The current surcharges based on the latest available ECB euro reference exchange rates are available at https://www.payboxbank.at/app_entgelte_spesen.html.

paybox Bank shall inform the cardholder about the percentage surcharge on the last available ECB euro reference exchange rate for the respective currency electronically via push notification immediately after it has received a payment order from the cardholder related to a cash withdrawal at an ATM or a payment at a point of sale (payment terminal) that is not denominated in euro but in another national currency used by an EEA country. Notwithstanding the foregoing, paybox Bank will send an electronic notification (email) to the cardholder

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about the percentage surcharge once for each month in which it receives a payment order from the cardholder in the same currency using the email address provided by the cardholder. Transmission of this monthly electronic notification may be deactivated by the cardholder at any time using the paybox Bank App.

17.4 In the case of online payments, the location of the Mastercard acceptance point is deemed to be the registered office or, if applicable and preferable, the business address of the contractual partner processing a transaction by the cardholder.

18 Declarations and communications

18.1 The cardholder will receive legal declarations, notices, and information of paybox Bank (hereinafter collectively referred to as "declarations") using the means of communication agreed with him/her. The agreed forms of communication comprise communication by email and via the paybox Bank customer area. If the cardholder and paybox Bank conclude agreements on further forms of communication, their applicability shall remain unaffected by this provision. The validity of written declarations (including when transmitted by post) shall likewise remain unaffected.

18.2 Declarations which paybox Bank must make available to the cardholder shall be made available to the cardholder electronically in the paybox Bank customer area for retrieval. Declarations that the paybox Bank has to communicate to the cardholder shall either be sent by paybox Bank to the cardholder by email or made available to the cardholder electronically in the paybox Bank customer area for retrieval, whilst concurrently informing the cardholder that the declaration is ready for retrieval by sending a message to his registered mobile phone (e.g. SMS or push notification) or an email.

19 Changes in personal data and deemed delivery

19.1 The cardholder must notify paybox Bank of any changes to his/her name, address, email address, mobile phone number and account details without undue delay; he/she can also undertake such notification within the paybox Bank customer area by independently updating his/her data.

19.2 If the cardholder fails to disclose any changes to his/her email address, declarations by paybox Bank shall be deemed to have been effectively received by the cardholder if it has sent its declaration both to the last email address notified by the cardholder and to the last postal address notified by the cardholder; the same shall apply in cases where the cardholder has not notified paybox Bank of his/her changed address or both his/her changed email address and its changed postal address.

20 Changes to the GTC, scope of services and fees

20.1 Amendments to these GTC, the scope of services and the fees shall be proposed to the cardholder by paybox Bank at least two months prior to their proposed effective date. In doing so, the provisions affected by the proposed changes, and the proposed changes, to these terms and conditions shall be presented in a comparison attached to the proposed changes (hereinafter referred to as a "comparison") or, in the case of changes to the scope of services and the fees, paybox Bank shall describe the proposed changes in the revised offer in the form of a comparison. The proposed change will be communicated to the cardholder. The cardholder's consent shall be deemed to have been given an objection is not received by paybox Bank from the cardholder before the proposed effective date. In the proposed change, paybox Bank will inform the cardholder that the cardholder's silence by failing to object shall be deemed to be consent to the proposed changes, as well as that a cardholder who is a consumer has the right to terminate his/her credit card contract free of charge without notice before the proposed changes take effect. In addition, paybox Bank will publish a comparison as well as the complete version of the new terms and conditions on its website; paybox Bank will also refer to this in the proposed changes.

20.2 The proposed changes referred to in Clause 20.1 may be communicated to the cardholder by any means agreed with the cardholder. This may include communication of the proposed change, including a comparison,
(i) by email to the email address provided by the cardholder,
(ii) transmission to the paybox Bank customer area, in which case the cardholder will be informed of the availability of the proposed change in the paybox Bank customer area by email, and

(iii) transmission by post.

20.3 A modification to the scope of services offered by paybox Bank by means of an amendment pursuant to Clause 20.1 shall be limited to objectively justified cases. An objective justification is deemed to apply if

- (i) the amendment is required by a change in the law governing payment services as well as their processing or by requirements set by the Financial Market Authority, the European Banking Authority, the European Central Bank, or the Austrian National Bank,
- (ii) the amendment is required by developments in case law governing payment services and their processing,
- (iii) the amendment promotes the security transaction settlement,
- (iv) the amendment is necessary to implement technical advancements or to adapt to new programs for using terminal devices,
- (v) the amendment is required by a change in the scope of services of the Mastercard system or by changes for the processing of transactions within the Mastercard system.

20.4 Changes in fees agreed with the cardholder shall be proposed (increased or decreased) in the manner provided for in Clause 20.1 to the extent of changes in the national consumer price index 2010 ("CPI") published by Statistics Austria or the index replacing it, in each case rounded to whole cents. Any such adjustments shall be made once a year with effect from 1 May of each year. Any such adjustment shall correspond to changes in the CPI index figure announced for October of the calendar year preceding the proposed change by two years compared to the CPI index figure announced for October of the last calendar year preceding the offer of change. If paybox Bank refrains from increasing fees in one year, this shall not affect the right of the paybox Bank to increase fees in future years. If an increase in fees is not undertaken in one or more consecutive years, such increase(s) may be implemented with effect from the next increase in fees, in which case any such adjustment shall be made to the extent corresponding to the change in the CPI index figure published for October of the year preceding the increase in fees to the CPI index figure which was the basis for the last increase in fees that was actually implemented.

20.5 Any changes to the scope of services or changes that go beyond Clauses 20.3 and 20.4 shall require the express consent of the cardholder. The cardholder may provide his/her consent in the paybox Bank customer area which may also be accessed via the paybox Bank App.

20.6 This Clause 20 does not apply to changes in interest rates and exchange rates. paybox Bank is entitled to apply changes to interest rates and exchange rates agreed with the cardholder without prior notification of the cardholder if the agreed reference exchange rate or reference interest rate changes. The reference interest rate is agreed in Clause 22; the reference exchange rate in Clause 17.1. The cardholder will be informed of the exchange rate used and of any changes in interest rate in his/her monthly statements.

21 Choice of law and jurisdiction

21.1 Austrian law, with the exception of its conflict of laws rules, shall apply to all claims and liabilities between paybox Bank and the cardholder arising under the credit card contract and the card itself. If, at the time of conclusion of the credit card contract, the cardholder does not maintain his/her habitual residence in Austria but in another EEA member state, Austrian law shall apply subject to the caveat that more favourable mandatory consumer protection provisions of the country in which he/she maintains his/her habitual residence shall remain applicable if the law of that EEA state would be applicable under the Rome I Regulation without the choice of law.

21.2 The general place of jurisdiction in Austria specified for actions brought by a consumer, or against a consumer, upon conclusion of the credit card contract shall continue to apply even if the consumer moves their habitual abode abroad after conclusion of the contract and Austrian court decisions are enforceable in such other country.

22 Fees

paybox Bank is entitled to the following fees and the following claims to reimbursement:

22.1 Monthly card fee in the amount agreed in the card application

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- 22.2** Fee for PIN change at an ATM:
EUR 2.00 (**up to** and including April 30, 2023)
EUR 0.00 (**from** May 1st, 2023)
- 22.3** Fee for cash withdrawals:
3% of the withdrawal amount, but no less than EUR 4.00.
(**up to** and including April 30, 2023)
3% of the withdrawal amount, but no less than EUR 4.40.
(**from** May 1st, 2023)
- 22.4** Fee for transactions according to Clause 17.3: 1.5% of the transaction amount
- 22.5** Reimbursement of costs (printing, paper, time, postage) for sending a transaction receipt upon request: EUR 3.00
- 22.6** Dunning fees per dunning notice:
(i) EUR 5.00 for an outstanding amount up to and including EUR 500.00 (**up to** and including April 30, 2023)
EUR 5.50 for an outstanding amount up to and including EUR 500.00 (**from** May 1st, 2023)
(ii) EUR 10.00 for an outstanding amount over EUR 500.00 up to and including EUR 1,000.00 (**up to** and including April 30, 2023)
EUR 11.10 for an outstanding amount over EUR 500.00 up to and including EUR 1,000.00 (**from** May 1st, 2023)
(iii) EUR 15.00 for an outstanding amount exceeding EUR 1,000.00 (**up to** and including April 30, 2023)
EUR 16.60 for an outstanding amount exceeding EUR 1,000.00 (**from** May 1st, 2023)
- 22.7** Reversal of an amount previously debited:
(i) Reimbursement of fees charged by the cardholder's financial institution to paybox for reversal of the debit
(ii) Processing fee:
EUR 4.00 (**up to** and including April 30, 2023)
EUR 4.40 (**from** May 1st, 2023)
- 22.8** Nominal default interest rate p.a. for late payment: 12% above the base interest rate set by the Austrian National Bank. This interest rate is adjusted twice each year on the basis of the base interest rate in effect on 1 February and 1 August, with an effective date of the following 20 February and 20 August, respectively; if 20 February or 20 August falls on a Saturday, Sunday or holiday, the adjustment will be made on the next business day. The interest rate will increase or decrease to the extent that the base interest rate applicable on 1 February or 1 August has increased or decreased, respectively, compared to the base interest rate on which the last interest rate adjustment was based. The interest rate resulting from this adjustment is rounded to two decimal places in accordance with commercial practice. The cardholder will be informed of any changes in the default interest rate in his/her monthly statements. The amount of the base interest rate is published on the website of the Austrian National Bank www.oenb.at.
- 22.9** All costs, such as telephone costs and internet-related costs, incurred by the cardholder when using the card, the paybox Bank customer area or the paybox Bank App shall be borne by the cardholder.

Information about data processing pursuant to the Financial Markets Money Laundering Act [German acronym: FM-GwG]

paybox Bank AG ("paybox Bank") is obliged, as part of its due diligence obligations under the Financial Markets Money Laundering Act (FM-GwG) for the prevention of money laundering and terrorist financing, to obtain and retain certain documents and information from persons when establishing a business relationship or at the time of an occasional transaction.

Pursuant to the FM-GwG, paybox Bank must, inter alia, ascertain and verify the identity of customers, beneficial owners of customers or any trustees of customers, assess the purpose pursued by the customer and the type of business relationship sought by the customer, obtain and verify information about the origin of funds used, and continuously monitor the business relationship and the transactions carried out thereunder. In particular, paybox Bank must keep copies of the documents and information received that are necessary for complying with the above-referenced due diligence obligations and the transaction receipts and records that are necessary for identification of transactions.

Under the FM-GwG, paybox Bank is legally authorised within the meaning of the applicable data protection law to use the aforementioned data from customers in the context of

performing its due diligence obligations to prevent money laundering and terrorist financing, which paybox Bank is legally obliged to do and which serves the public interest. Data processing within the scope of the above-referenced due diligence obligations is based on a legal obligation of the bank. The bank is thus not permitted to give any consideration to objections by customers to such data processing operations.

paybox Bank must erase all personal data it has processed or stored exclusively on the basis of the FM-GwG for purposes of preventing money laundering and terrorist financing after the expiry of a 10-year retention period, unless provisions of other federal laws require or entitle the bank to observe a longer retention period or the Financial Markets Authority has set longer retention periods by regulation.

Personal data processed by paybox Bank exclusively on the basis of the FM-GwG for purposes of preventing money laundering and terrorist financing may not be further processed in a manner that is incompatible with these purposes. Such personal data may not be processed for other purposes, such as commercial purposes.

Information sheet for depositors pursuant to section 37a BWG

Basic information about deposit protection

Deposits at paybox Bank AG are protected by:	Einlagensicherung AUSTRIA GmbH (1)
Upper limit on deposit protection:	EUR 100 000 per depositor per financial institution (2)
If you have several deposits with the same financial institution:	All of your deposits at the same financial institution will be "aggregated" and the total amount is then subject to the upper limit.
If you have a joint account with one or more other persons:	An upper limit of EUR 100,000 applies to each depositor. (3)
Reimbursement period in the event of a financial institution default:	7 business days (4)
Currency of reimbursements:	euro

Contact details:

Einlagensicherung AUSTRIA GmbH
A-1010 Vienna, Wipplingerstraße 34/4/DG 4
Telephone: +43 (1) 533 98 03-0
E-Mail: office@einlagensicherung.at
www.einlagensicherung.at

Additional information

(1) Deposit guarantee scheme responsible for securing your deposit:

Your deposit is covered by a statutory deposit guarantee scheme. Should your financial institution become insolvent, your deposits will be reimbursed up to EUR 100,000 in any event.

(2) General upper limit on deposit guarantees:

Depositors will be compensated by the deposit guarantee scheme if a deposit is unavailable because a financial institution cannot meet its financial obligations. The relevant coverage amount is a maximum of EUR 100,000 per financial institution. This means that all deposits held at the same financial institution are aggregated when determining this sum. For example, if a depositor holds EUR 90,000 in a savings account and EUR 20,000 in a current account, he/she will only be reimbursed EUR 100,000. If accounts are held in a currency other than euro, the calculation of the amount to be reimbursed shall be based on the mean rate of exchange on the day on which the hedging event occurred.

(3) Upper limit on deposit guarantees for joint accounts:

A limit of EUR 100,000 applies to each depositor for joint accounts.

However, deposits in an account over which two or more persons may dispose as members of a partnership or society, association or similar unincorporated group shall be aggregated and treated as the deposit of a single depositor for the purpose of calculating the EUR 100,000 limit.

Deposits in excess of EUR 100,000 may be insured in some cases (if the deposits result from real estate transactions in connection with privately used residential real estate, or fulfil social purposes provided for by law and are linked to specific life events of the depositor, such as marriage, divorce, retirement, dismissal, redundancy, disability or death, or are based on insurance benefits or compensation payments for bodily injury resulting from criminal convictions, and in each case are made within the time limit set by the law), the deposit may be secured by the depository, disability, or death, or are based on the payment of insurance benefits or compensation for bodily injury resulting from criminal acts or wrongful criminal conviction, and the insured event occurs in each case within twelve months after the amount is credited or after the date from which such deposits may be legally transferred). Further information is available via www.einlagensicherung.at.

(4) Refunds:

The competent deposit guarantee scheme is Einlagensicherung AUSTRIA GmbH, Wipplingerstraße 34/4/DG 4, 1010 Vienna, +43 (1) 533 98 03-0, office@einlagensicherung.at, www.einlagensicherung.at.

It will refund your deposits (up to EUR 100,000 EUR) no later than seven business days.

If you have not received the refund by this deadline, you should contact the deposit insurance system, as the time limit for refund claims may have expired after a certain amount of time. Further information is available via www.einlagensicherung.at.

Additional important information:

Deposits from retail and corporate customers are generally covered by deposit insurance schemes. Exclusions applicable to certain deposits will be communicated on the website of the relevant deposit guarantee scheme. Upon request, your financial institution will also inform you of whether or not certain products are covered. The bank will also confirm when deposits are recoverable on the account statement.

Deposits from credit institutions, securities firms, financial institutions, government agencies, etc. are excluded from deposit insurance. A list of deposits excluded from protection can be found in section 10 of the Deposit Guarantee and Investor Compensation Act (Einlagensicherungs- und Anlegerentschädigungsgesetz - ESAEG).

In cases in which deposits in excess of EUR 100,000 are insured, depositors must submit a separate application to the deposit guarantee scheme. This must generally be submitted to the protection scheme within twelve months of the occurrence of the insured event.

In calculating covered deposits, eligible deposits will not be taken into account to the extent that they are offset by liabilities of the depositor to the credit institution which are set off in accordance with statutory or contractual provisions and which matured prior to or at the latest at the time of the occurrence of the insured event.

In the case of joint accounts, eligible deposits will be distributed equally among the depositors in the event of an insured event, unless the depositors of the joint account have submitted special instructions to the bank in writing concerning the distribution of the deposits prior to the occurrence of the insured event.

Covered deposits are not paid out if there has been no transaction related to a deposit in the 24 months preceding the occurrence of the insured event and the value of the deposit is less than the administrative costs that the protection scheme would incur in making the payment.

Additional information about deposit insurance and investor compensation can be found online at www.einlagensicherung.at.

In all other respects, please see to the applicable statutory provisions of the Deposit Guarantee and Investor Compensation Act (Einlagensicherungs- und Anlegerentschädigungsgesetz - ESAEG) and the relevant provisions of the Banking Act (Bankwesengesetz - BWG), each of which we will be pleased to provide on request.