

Special terms and conditions for the digital paybox Bank Credit Card (Google Pay)

Version of April 2022

These Special Terms and Conditions (hereinafter „STCs - Digital Mastercard“) supplement the credit card agreement between paybox Bank AG (hereinafter „paybox Bank“) as the card issuer and the holder of a paybox Bank credit card (hereinafter „CH“) for the CH's paybox Bank credit card by adding the option of using a Digital Credit Card. These STCs - Digital Mastercard apply wherever an agreement between paybox Bank and the cardholder states that the STCs apply.

1. Definitions

1.1 Digital Credit Card: Digital Credit Card is the paybox Bank credit card issued by paybox Bank in digitised form. The paybox Bank credit card is digitised by activating the Digital Credit Card on a suitable mobile device. In the course of activating the Digital Credit Card, the credit card data of the paybox Bank credit card are replaced by a specially generated virtual credit card number (a so-called "token") which is linked in encrypted form to the mobile device via a wallet held on the device. Multiple Digital Credit Cards can be issued for suitable mobile devices based on one physically issued paybox Bank credit card, with each Digital Credit Card being assigned to one end device.

1.2 Suitable mobile device: A suitable mobile device is a telecommunication, digital or IT device that is suitable for activating the Digital Credit Card; this may be, for example, a smartphone or a device that is worn on the body (also referred to as a „wearable“, such as a smartwatch). Whether a mobile device is suitable will be indicated during the process of activating the Digital Credit Card and lies outside the control of paybox Bank.

1.3 On-device wallet: An on-device wallet is an application intended for the use of the Digital Credit Card that must be installed on the mobile device. This may be a functionality or app provided either by the manufacturer of the mobile device or its operating system.

1.4 Device PIN: The device PIN is a personal access code for the mobile device that the CH freely chooses. It is used to identify the CH and to approve payments or cash withdrawals using the Digital Credit Card.

1.5 Biometric Authentication: Biometric authentication is the identification of the CH by means of physical characteristics such as his or her fingerprint or face; it is used to identify the CH and to initiate a transaction. The biometric data of the CH for biometric authentication must be stored in the registered mobile phone of the CH, if the CH wishes to use biometric authentication and his/her registered mobile phone is technically capable of facilitating biometric authentication. The CH can then log in to the paybox Bank customer area with his or her biometric data and initiate remote payments via the Internet or mobile data connection; the CH is able to use his or her biometric data to irrevocably instruct paybox Bank to make the payment. Biometric authentication is an alternative to entering the mobile PIN.

1.6 Strong Customer Authentication: Strong customer authentication is the procedure prescribed under Commission Delegated Regulation (EU) 2018/389 for strong authentication of the CH based on two of the three elements: knowledge, possession and inherence. The device PIN serves as the „knowledge“ element; the Digital Credit Card stored in the on-device wallet as the „possession“ element; and biometric authentication as the „inherence“ element. Strong customer authentication is used to initiate electronic payment transactions (via Internet or mobile data connection as well as card transactions at ATMs and POS terminals displaying the „contactless“ symbol).

1.7 paybox Bank App: The paybox Bank App is an app of paybox Bank that enables the CH to activate the Digital Credit Card on his or her suitable mobile device in the wallet on that device and to obtain access to all functions in his or her paybox Bank customer area via the mobile phone registered in the paybox Bank App.

1.8 Contactless function: Contactless function is the option of making cashless payments or cash withdrawals with the Digital Credit Card at a Mastercard acceptance point.

1.9 Mastercard acceptance points: Mastercard acceptance points are the cash ATMs, payment terminals and payment points marked with the Mastercard logo displayed on the paybox Bank

credit card, permitting cash withdrawals or cashless payments at Mastercard participating merchants.

2. Formation of agreement on the Digital Credit Card

2.1 In order for the CH to be able to use his or her Digital Credit Card on a mobile device, he or she needs a valid physical paybox Bank credit card and a mobile device suitable for activation. The physical credit card must not be blocked.

2.2 The CH submits an application for the issuance of his or her Digital Credit Card when he or she activates the Digital Credit Card either in the paybox Bank App or by entering the card data in the wallet of his or her mobile device. Authentication of the CH is performed in the course of activating the Digital Credit Card, either by the CH entering his or her mobile PIN or by biometric authentication in the paybox Bank App.

2.3 paybox Bank accepts the application by notification of successful activation of the Digital Credit Card by SMS to the mobile phone number provided to paybox Bank by the CH. The existing credit card agreement for the CH's paybox Bank credit card is thereby extended by the agreements to the option of using the card as a Digital Credit Card.

2.4 The General Terms and Conditions for the paybox Bank Credit Card („GTCs - paybox Bank Credit Card“) agreed with the CH upon conclusion of the credit card agreement for the paybox Bank Credit Card shall also apply to the option of using the card as a Digital Credit Card and to transactions carried out using the Digital Credit Card, provided that the applicability of such transactions does not require the physical credit card or unless these STCs - paybox Bank Credit Card contain agreements for the Digital Credit Card which differ from those in the GTCs. Accordingly, the provisions in the GTCs - paybox Bank Credit Card relating to restriction of use (section 8), defences in respect of legal transactions (section 11), billing and payment of card transactions (section 14), liability for unauthorised payment transactions (section 15), fees, interest and default of payment (section 16), conversion of foreign currencies (section 17), declarations and communication (section 18), changes to personal data and deemed receipt (section 19), choice of law and jurisdiction (section 21) and fees (section 22) also apply to the Digital Credit Card.

3. Credit limit

3.1 The credit limit agreed with the CH under the paybox Bank credit card agreement is the joint credit limit for the physical credit card and for all Digital Credit Cards; hence the sum of the payments made with all credit cards must not exceed the credit limit.

4. Possible uses of the Digital Credit Card

4.1 The CH is authorised to use the Digital Credit Card up to the agreed credit limit at Mastercard acceptance points in Austria and abroad:

4.1.1 at POS payment terminals marked with the „contactless“ symbol to obtain goods and services at Mastercard acceptance points by holding out the mobile device towards the POS terminal and entering the device PIN or by biometric authentication. Payments of up to EUR 50 (per payment) can be made at POS payment terminals without entering the device PIN or without biometric authentication; in all cases, the PIN must be entered or authentication performed for the fourth such payment, regardless of the amount of the three previous payments;

4.1.2 to withdraw cash at ATMs in Austria and abroad which are marked with the „contactless“ symbol by holding out the mobile device towards the ATM and entering the device PIN or by biometric authentication;

4.1.3 to make payments in e-commerce (app or Internet) by entering the device PIN or by biometric authentication if the option of using a Digital Credit Card is enabled at the Mastercard acceptance point.

5. Payment instructions

5.1 The CH irrevocably instructs paybox Bank to pay the amount resulting from a transaction to the Mastercard acceptance point in question. The CH issues this irrevocable instruction

5.1.1 for payments at a POS payment terminal in Austria and abroad with the „contactless“ symbol: by holding out the mobile device towards the POS payment terminal and entering the device PIN or alternatively by biometric authentication;

5.1.2 for payments at POS terminals with the „contactless“ symbol where paybox Bank does not require entry of a device PIN or biometric authentication: by holding out the mobile

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device towards the POS terminal; this can only be done for a payment of up to EUR 50 and for a maximum of three such consecutive payments, regardless of the sum of the payment amounts;

5.1.3 for cash withdrawals at ATMs in Austria and abroad which are marked with the „contactless“ symbol: by holding out the mobile terminal towards the ATM and entering the device PIN or by biometric authentication;

5.1.4 for payments in e-commerce (in apps and on the Internet) in Austria and abroad: by entering the device PIN or alternatively by biometric authentication if this payment option is offered.

5.2 paybox Bank hereby accepts, now and in advance, the foregoing irrevocable instruction.

6. Term and termination of the Digital Credit Card Agreement

6.1 The agreement on the option to use the card as a Digital Credit Card is deemed to be concluded for an indefinite period. The CH may terminate this agreement at any time with no notice period. paybox Bank may terminate this agreement at any time upon 2 months' notice.

6.2 In the event of termination of the agreement, the credit card agreement for the physical paybox Bank credit card shall remain in force unless it is also expressly terminated; consequently, only the option to use the card as a Digital Credit Card and all agreements governing that option shall end. Conversely, this agreement shall end in any case together with the credit card agreement on the physical paybox Bank credit card.

6.3 For good cause, both paybox Bank and the CH are entitled to terminate the agreement on the option to use the card as a Digital Credit Card with immediate effect.

6.4 The declaration of termination or cancellation of the agreement to use the card as a Digital Credit Card must be made on paper or on another durable medium.

6.5 At the end of the agreement, the CH must delete the Digital Card on mobile devices; if the CH fails to fulfil his or her obligation, paybox Bank is entitled to delete the Digital Card.

7. Obligations of the cardholder

7.1 The CH shall comply with the terms and conditions for the issuance and use of the Digital Credit Card contained in these STCs – Digital Mastercard.

7.2 The CH has a duty

7.2.1 to treat the device PINs (hereinafter collectively referred to as „Personal Identification Elements“) as confidential and not to disclose them to his or her relatives or to employees of paybox Bank, and to take all reasonable precautions to prevent a third party from gaining knowledge of the Personal Identification Elements, where employees of Mastercard acceptance points are also considered third parties;

7.2.2 to refrain from handing over the mobile device on which the Digital Credit Card is activated to third parties without deactivating the Digital Credit Card.

7.3 As soon as the CH becomes aware of loss or theft of his or her mobile device on which the Digital Credit Card is activated or of any misuse of the Digital Credit Card, he or she must notify paybox Bank immediately. For such notifications, paybox Bank provides the telephone number listed in section 8.2.

7.4 Section 15.2 of the GTCs - paybox Bank Credit Card relating to breach of the duty of due care shall apply mutatis mutandis to breach of the duty of due care by the CH under subsections 7.1 to 7.3 supra.

8. Blocking of the Digital Card

8.1 A block on the Digital Credit Card has no effect on the physical paybox Bank Credit Card, unless the CH also requests a block on the physical card or there is also a reason, as per section 12 of the GTCs - paybox Bank Credit Card, to place a block on the physical card.

8.2 The CH is entitled at any time to request a block on his or her Digital Credit Card or to place a block on it or deactivate it himself or herself in the on-device wallet. The CH can initiate a block at any time by calling the domestic blocking emergency number 0800 664 900, or from abroad: +43 50 664 8 664 900.

Notification pursuant to section 7.3 (notification of knowledge of loss or theft of his or her mobile device on which the Digital Credit Card is activated or of misuse or other unauthorised use of the Digital Credit Card) must be given via the blocking emergency number. paybox Bank is obliged to block the Digital Credit Card immediately in the event of a blocking order or notification from the CH via the blocking emergency number. A block on the Digital Credit Card becomes effective immediately upon notification or issuance of the blocking order.

8.3 paybox Bank is entitled to block the Digital Credit Card without the involvement of the CH if

8.3.1 objective reasons relating to the security of the Digital Credit Card or to the security of the systems in which the Digital Credit Card is used justify this in order to prevent misuse;

8.3.2 there is suspicion of unauthorised or fraudulent use of the Digital Credit Card; or

8.3.3 there is a risk that the CH's payment obligations to paybox Bank arising from the use of the Digital Credit Card and physical paybox Bank credit card may not be satisfied due to a deterioration of or risk to the financial circumstances of the CH.

8.4 To the extent possible, paybox Bank shall inform the CH of the block and the reasons for it before the card is blocked, but at the latest immediately thereafter. This does not apply if the information conflicts with applicable law or court or official orders, if the information about the block could increase the security risk or if a block was placed on the card at the request of the CH.

8.5 If the Digital Credit Card has been blocked, paybox Bank will lift the block as soon as the reasons for the block no longer exist. The CH can request that the block be lifted at any time; this can also be done by calling the telephone number listed in section 8.2.

8.6 The placement of a block and the lifting thereof are free of charge to the CH.

9. End device agreements and wallet costs

9.1 paybox Bank is not the provider of the on-device wallet or of the services associated with the on-device wallet. paybox Bank has no control over the contractual relationship with the manufacturer of mobile devices and/or the provider of the on-device wallet; in particular, it has no control over data processing by such third parties. The CH must manage his or her contractual relationship with such manufacturer and/or provider himself or herself.

9.2 All costs associated with the use of the mobile device and the on-device wallet shall be borne by the CH.

10. Amendments to these STCs - Digital Mastercard

10.1 paybox Bank shall notify the CH of amendments to these STCs - Digital Mastercard at least two months prior to the proposed date of their entry into force; the provisions affected by the amendment proposal and the proposed amendments to these STCs shall be presented in a comparison version attached to the amendment proposal (hereinafter „Comparison Version“). The amendment proposal is communicated to the CH in this way. The CH's consent shall be deemed to have been given if no objection from the CH is received by paybox Bank before the proposed effective date. paybox Bank will draw the CH's attention in the amendment proposal to the fact that, by his/her failure to object, the CH is deemed, by silence, to consent to the amendments, as well as that the CH, who is a consumer, has the right to terminate his/her Digital Card Agreement free of charge without notice before the amendments come into force. In addition, paybox Bank will publish the Comparison Version as well as the complete version of the new terms and conditions on its website; paybox Bank will also refer to this in the amendment proposal.

10.2 Notification to the CH of the changes proposed under Section 10.1 hereof may be effected in any form agreed with the CH. Such forms also include the transmission of the amendment proposal including a Comparison Version (i) by e-mail to the e-mail address provided by the CH, (ii) provision of the proposed amendments in the paybox Bank customer area, in which case the CH will be informed by e-mail that the amendment proposal is available in the paybox Bank customer area, and (iii) transmission by post.

10.3 Changes to the scope of services of paybox Bank due to

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an amendment under section 10.1 are limited to objectively justified cases; Objective justification shall be deemed to exist if (i) the amendment is necessitated by a change in the legal provisions governing payment services as well as their processing or by requirements of the Financial Market Authority, the European Banking Authority, the European Central Bank or the Austrian National Bank, (ii) the amendment is necessitated by the development of case law governing payment services as well as their processing, (iii) the amendment promotes the security of the processing of transactions, (iv) the amendment is necessary to implement technical developments or to adapt to new programs for the use of end device equipment, (v) the amendment is necessary due to a change in the scope of services of the Mastercard System or due to changes for the processing of transactions in the Mastercard System.

10.4 Changes to the scope of services that go beyond secs. 10.1 and 10.3 shall require the express consent of the CH. The CH may give his or her consent in the paybox Bank customer area, which is accessible via the paybox Bank app.