



Bank routing No.:

DPR:

Annex to the  
General Terms and Conditions:  
Special Terms and Conditions for  
Transaction Cards  
Version 2009

I. General Provisions

### 1. Scope of Application

These Special Terms and Conditions supplement the General Terms and Conditions of the Raiffeisen bank. They shall apply to the use of transaction cards issued by the Raiffeisen bank for use:

- at ATMs and in cashless payments within the scope of the Maestro Service (Section II);
- in payments with the electronic purse within the scope of the Quick Service (Section III);
- in the self-service area of the Raiffeisen bank and other banks (Section IV); and
- of other functions (Section V).

The Raiffeisen bank is not obligated to provide the transaction card with any functions other than those agreed upon with the account holder.

### 2. Issuance and Return of the Transaction Cards

The cardholder will receive from the Raiffeisen bank a transaction card and, if required for the agreed function, a personal code in a sealed envelope. The Raiffeisen bank may send the transaction card and the personal code to the cardholder by mail at the address most recently communicated. Transaction cards and personal codes will not be sent together.

Transaction cards will be issued only to natural persons who are individually authorized to dispose of the account maintained at the Raiffeisen bank either as account holders or as authorized signatories. In the case of joint accounts, the issuance of transaction cards to authorized signatories requires the consent of all account holders, whilst the issuance of a transaction card to an account holder is permissible without the consent of any other account holder. Authorized signatories to whom a transaction card is to be issued shall co-sign the application form for the card, thus accepting and agreeing to these Special Terms and Conditions.

The cardholder is obligated to sign the transaction card immediately after receipt in the place designated for this purpose.

The transaction card shall be valid to the end of the year indicated thereon. As long as the card agreement is in force, the cardholder will receive a new transaction card timely before the end of the period of validity. After receipt of the new transaction card the cardholder is obligated to destroy the old transaction card, provided that the transaction card shall be destroyed upon the expiration of the period of validity, at the latest. As long as the card agreement is in force, the Raiffeisen bank may recall the transaction card for an important reason and make a new transaction card available to the cardholder.

The card agreement will be executed for an unspecified period of time, provided that it shall end upon the closing out of the account holder's account.

Either the account holder or the cardholder may terminate the card agreement at any time, as of the last day of any month. Any notice of termination issued on the last business day of a month shall only take effect as of the first business day of the following month.

The Raiffeisen bank may terminate the card agreement by observing a notice period of 2 months. In case of an important reason, the card agreement may be terminated with immediate effect.

Existing obligations of the account holder and cardholder will not be affected by notice of termination or early termination and have to be fulfilled.

Upon the closing out of the account, all transaction cards issued for that account shall be returned without delay; upon termination of the card agreement, the respective transaction card shall be returned without delay. The Raiffeisen bank is authorized to block and/or confiscate any transaction cards which have not been returned, at the expense of the account holder.

Upon termination of the card agreement, customers will be reimbursed proportionally for any ongoing periodic fees paid for the use of the transaction card. This shall not apply to fees payable once, namely on the occasion of the issuance of the transaction card, for the generation and delivery of the transaction card.

**Warning: Before returning or destroying the transaction card, the electronic purse shall be discharged or the amount remaining therein shall be used for payments.**

The transaction cards shall remain the property of the Raiffeisen bank.

### 3. Account Holders and Cardholders

These Special Terms and Conditions shall govern and define the legal relationship between the holder of the account for which transaction cards have been issued and any authorized holders of such transaction cards (cardholders), on the one hand, and the Raiffeisen bank, on the other hand. To the extent that the obligations of a cardholder other than the account holder are set forth below, not only shall the cardholder be obligated to comply with these provisions, but the account holder shall also be obligated to ensure that the cardholder complies with such obligations and to indemnify and hold the Raiffeisen bank harmless from and against any and all damage and disadvantages arising out of the non-compliance with the provisions of these Special Terms and Conditions on the part of the cardholder.

### 4. Fees

In consideration for the issuance of the transaction card and the providing of the functions associated therewith, the Raiffeisen bank is entitled to charge the account holder the fees agreed upon with the account holder. Any change in such fees shall be governed by Section 45 of the General Terms and Conditions of the Raiffeisen bank. The fees shall be debited to the account when due.

### 5. Safekeeping of the Transaction Card and Secrecy of the Personal Code

The cardholder is obligated, also in its own interest, to carefully hold the transaction card in safekeeping. It will, in particular, not be deemed careful safekeeping if the transaction card is kept in a parked motor vehicle. Passing the transaction card on to third parties is not permitted.

The personal code shall be kept secret. It may not be written down, particularly not on the transaction card. The personal code may not be disclosed to anyone, including without limitation, relatives of the cardholder, employees of the Raiffeisen bank, other account holders, or other cardholders. When using the personal code, the cardholder must ensure that no third party can see the code. The envelope in which the personal code is sent must be opened without undue delay after receipt and the letter about the personal code must be destroyed immediately after reading.

### 6. Reporting Obligation for Lost Transaction Cards

On becoming aware of any loss, theft, misappropriation, or any other unauthorised use of the transaction card, the cardholder and/or the account holder shall without undue delay cause the blocking of the transaction card as agreed upon in the following point 7. If the transaction card is lost or stolen, the cardholder shall also file a report with the competent authorities and, at the request of the Raiffeisen bank, submit the original or a copy of such report to the bank.

### 7. Blocking the Transaction Card, Decreasing the Transaction Limit

The account holder or the relevant cardholder may have the transaction card blocked as follows:

- by calling at any time the **Raiffeisen SperrHotline für Karten und Electronic Banking (hotline for blocking cards and Electronic Banking)** designated for such purpose; the relevant telephone number will be notified to the account holder by the Raiffeisen bank and can also be obtained from the website [www.raiffeisen.at](http://www.raiffeisen.at), or
- by calling at any time an emergency telephone number designated for this purpose by PayLife Bank GmbH ("**PayLife Emergency Line**"); the telephone number of the PayLife Emergency Line may be obtained from the information which appears at every ATM within Austria, from any bank in Austria and from the website [www.paylife.at](http://www.paylife.at); or
- at the Raiffeisen bank during the respective opening hours.

In the above-mentioned cases, the blocking shall come into effect immediately upon receipt of the blocking request. Until further notice, the blocking of the card via the PayLife Emergency Line will result in the blocking of all transaction cards issued for a given account.

The account holder shall have the right to have any or all transaction cards for the account unblocked. After the unblocking has been effected, a new transaction card will be issued only if the account holder so requests in writing.

The Raiffeisen bank shall have the right to block the transaction card without the involvement of the account holder or the cardholder

- (i) if this is justified by objective reasons in connection with the security of the transaction card or of the systems accessible by means of the transaction card, or
- (ii) if unauthorised or fraudulent use of the transaction card is suspected, or
- (iii) in case of a significantly increased risk of the account holder being unable to meet the payment obligations he/she has incurred towards the bank in connection with the use of the transaction card.

In the cases (i) and (iii), the Raiffeisen bank shall also have the right to decrease without the involvement of the account holder or the cardholder the transaction limit agreed in respect of the transaction card.

**Note: The blocking of a transaction card shall not affect the discharging of or payment with the electronic purse.**

### 8. Use of the Transaction Card

#### 8.1 Use by the Cardholder or by Unauthorised Third Parties

All transactions carried out by the cardholder when using the transaction card shall be for the account of the account holder. This shall apply, in particular, if the cardholder is under the age of 18, regardless of whether the legal transaction made by using the transaction card is valid or not in view of the cardholder's not having reached the age of majority.

In case of any form of fault on the part of the cardholder, entrepreneurs shall be liable, without limitation as to amount, for any losses sustained by the Raiffeisen bank due to violations of the duties of care and diligence stipulated in these Terms and Conditions that are committed by the holders of cards issued for the account of the entrepreneur.

### 8.2 Use Outside the Agreement With the Raiffeisen Bank

If the transaction card is used for functions other than those agreed with the account holder, the Raiffeisen bank shall not be liable in any way for their proper working or any damage arising therefrom. In particular, the Raiffeisen bank shall not be liable if the cardholder uses the transaction card in connection with an electronic signature. All issues relating to such use of the transaction card, in particular the effects which the loss of the transaction card or its withdrawal by the Raiffeisen bank may have on the signature function, shall be clarified by the cardholder with the provider of the electronic signature. The Raiffeisen bank cannot take such effects into account.

### 9. Objections Arising out of the Underlying Transaction

Any disputes and mutual claims resulting from the legal relationship between the cardholder and its contractual partner with regard to goods and services which the cardholder has paid for without cash by using the transaction card or the electronic purse shall be resolved directly with the contractual partner. This shall apply in particular to the invoiced amount. The Raiffeisen bank does not assume any liability for the contractual partner's settlement of the underlying transaction in accordance with the agreement.

### 10. Availability of the Systems

**Note:** It is possible, in particular outside Austria, that the operating systems may be shut down for technical reasons beyond the control of the Raiffeisen bank. In addition, the functioning of the terminals where the transaction cards can be used may be impaired by any third-party manipulation. **In such cases the personal code may not be disclosed to third parties either.** Cardholders are recommended to take along also other means of payment when travelling. In the above cases, delays may also occur in debiting the account.

### 11. Notification Obligations of the Cardholder

The cardholder shall be obligated to immediately notify the Raiffeisen bank in writing if the cardholder

- has not received the transaction card and/or the personal code within 3 weeks after it was ordered; and
- receives a notice from the Raiffeisen bank to the effect that the transaction card or personal code was supposed to have already been delivered but this in fact was not the case.

### 12. Changes in the Scope of Services or to these Special Terms and Conditions

Subject to the consent of the customer, the Raiffeisen bank may change

- the agreed scope of services of the transaction card (including the agreed transaction limits) or
- the card agreement as well as these Terms and Conditions.

The changes referred to in the preceding paragraph shall come into effect two months after the account holder has been notified thereof, unless the Raiffeisen bank has received a written objection from the account holder by that time. The account holder may be notified in any form mutually agreed upon within the scope of the business relationship. Any agreement reached with the account holder regarding the receipt of statements and notices from the Raiffeisen bank (*e.g.*, by letter or on the account statement) shall also apply to the offer regarding any change to these Special Terms and Conditions. In its notice, the Raiffeisen bank will advise the account holder that

- upon the expiration of 2 months after receipt of the notice his/her acquiescence will be deemed a consent to the change; and that
- account holders who are consumers shall be entitled to terminate the card agreement without notice and free of charge prior to such change taking effect.

## II. Provisions Regarding the Use of ATMs and Cashless Payments Within the Scope of the Maestro Service

### 1. Rights of the Cardholder

#### 1.1 Cash Withdrawals

The Maestro Service is a worldwide cash withdrawal system and cashless payment system that enables cash withdrawals and/or cashless payments at designated terminals with specially issued access equipment.

With the transaction card and the personal code, the cardholder is entitled to draw cash at ATMs within Austria and abroad

which are designated with the relevant symbol indicated on the transaction card, up to the limit for cash withdrawals agreed with the account holder.

### 1.2 Cashless Payments

At point of sale terminals which are designated with the relevant symbol shown on the transaction card (hereinafter "**POS terminals**"), the cardholder may use the transaction card and the personal code to pay - in cashless form - for goods and services of trading companies and service providers (hereinafter "Merchants") in Austria and abroad, up to the limit for cashless payments agreed with the account holder. Outside Austria, instead of entering the personal code, a signature may be necessary. By entering the personal code and confirming with the key marked "OK" or by providing a signature, as the case may be, the cardholder irrevocably instructs the Raiffeisen bank to pay the invoiced amount, within the transaction limit agreed with the account holder, to the corresponding Merchant. The Raiffeisen bank hereby accepts such instruction.

### 2. Transaction Limit

The account holder and the Raiffeisen bank agree on the relevant transaction limit per unit of time (*e.g.*, per day or per week) up to which the transaction card may be used to

- draw cash from ATMs, and
- make cashless payments at POS terminals.

For cash dispensers situated on the Raiffeisen bank premises (see Section IV.1 below), other cash withdrawal options may be agreed and the above-mentioned limits shall not apply thereto. In addition, any cash withdrawals under such other withdrawal options shall not be counted towards the maximum amount that may be withdrawn within the scope of the Maestro Service. **The account holder's total risk in the event of improper use of the card is thus increased.**

The account holder, without having to substantiate his/her request, may request the Raiffeisen bank maintaining the account to decrease the transaction limit.

Sections I.7 and I.12 of these Special Terms and Conditions shall apply to any change in the transaction limit on the part of the Raiffeisen bank.

### 3. Covering the Account

Within the respective transaction limit agreed upon, the cardholder may draw cash from ATMs, make cashless payments, and load the Electronic Purse only to the extent that the account for which the transaction card has been issued has the required cover (credit balance and overdraft limit).

### 4. Settlement of Accounts

#### 4.1 Account Debits

Cash withdrawals and cashless payments made with the transaction card shall be debited to the account, and notice thereof shall be given in the form agreed with the account holder for the receipt of notices. If it turns out at a later date that the account holder bears no liability, the charge to the account shall be cancelled.

#### 4.2 Foreign Currency

For the settlement of cash withdrawals and cashless payments at POS terminals abroad, the corresponding amount of foreign currency will be translated as follows:

- for national currencies pegged to the euro, at the corresponding fixed rate; and
- for currencies of countries which are not member states of the European Monetary Union, at the daily selling price of PayLife Bank GmbH.

The translation rates (reference exchange rates) may be obtained at the Raiffeisen bank or at the homepage of PayLife Bank GmbH. The translation rate shall be the one in effect on the day on which the clearing office receives the charge from the foreign bank. The rate, as well as the day of the rate and the price level will be indicated to the account holder in the form agreed with the account holder for the receipt of notices.

### 5. Incorrect Operation of an ATM or of a POS Terminal

If an ATM is repeatedly operated improperly (*e.g.*, by entering an incorrect code), the transaction card may be confiscated by the ATM and rendered unusable, for security reasons.

If a POS terminal intended for cashless payments is repeatedly operated improperly (*e.g.*, by entering an incorrect code), the transaction card may be confiscated and rendered unusable by employees of the Merchant or automatically blocked by the POS terminal.

## III. Supplemental Provisions for Payments with the Electronic Purse Within the Scope of the Quick Service

Unless otherwise provided below, the provisions of the foregoing Section II shall apply to payments with the electronic purse within the scope of the Quick Service.

### 1. Electronic Purse

An electronic purse requires a storage medium. The microchip affixed to the transaction card constitutes such a suitable storage medium. Electronic money within the meaning of the Austrian "*E-Geldgesetz*" (Electronic Money Act), Austrian Federal Law Gazette Part I No. 2002/45, may be loaded into the electronic purse. Subject to the provisions set forth below, the cardholder may set up, and use, the electronic purse of the Quick Service (hereinafter "**electronic purse**").

### 2. Loading the Electronic Purse

The cardholder may load the electronic purse at the card loading terminals designated by the Quick symbol.

Loading may be done:

- with the transaction card and personal code at ATMs at which the Quick loading function is available;
- with the transaction card and personal code at self-service loading terminals for the Quick Service; and
- in return for cash payment at any bank which maintains a loading terminal for the Quick Service.

The electronic purse may be loaded with a maximum of EUR 400. The amount loaded will be indicated to the cardholder when loading the card at the loading terminal and at the time of payment at the cash register. Loading at ATMs and self-service loading terminals is only possible in case of transaction cards with a POS function.

**Note: By loading the electronic purse, the cardholder reduces the amount available to him/her under the Maestro Service for payment at POS terminals.**

### 3. Payments with the Electronic Purse

The loaded electronic purse may be used to make cashless payment for goods and services of Merchants at cash registers and terminals within Austria that are designated by the Quick Symbol as well as over the Internet, up to the amount loaded, without entering a personal code, without adding a signature and without furnishing any other identification. The bank is not obligated to prove that the payment transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency.

By confirming the payment with the equipment provided for in the respective payment procedure, the cardholder irrevocably instructs the Raiffeisen bank to pay the invoiced amount, within the transaction limit agreed with the account holder, to the corresponding Merchant, to the extent that the invoiced amount is covered by the amount loaded. The Raiffeisen bank hereby accepts such instruction.

### 4. No information after execution or concerning refusal of a payment transaction

The account holder and cardholder can retrieve information as to the amount of money stored in the electronic purse at ATMs and other loading terminals. Any further information concerning the execution or non-execution of orders to charge payments to the Quick credit balance stored on the card can be obtained neither by the account holder nor by the cardholder.

### 5. Payments with the Electronic Purse over the Internet

Payments over the Internet are possible with the electronic purse. In order to do so, the cardholder needs the appropriate hardware (*e.g.*, a chip reader and a terminal) and software. Upon inquiry, the Raiffeisen bank or PayLife Bank GmbH will inform the cardholder of such products.

The cardholder shall have the right to make cashless payment over the Internet, up to the amount loaded, for goods and services of Merchants which offer the "@Quick" payment option on their webpages.

Payment transactions will be carried out by the system only if the invoiced amount is not higher than the amount loaded into the electronic purse.

After each transaction, the cardholder shall check the balance of his/her electronic purse and determine whether it corresponds to the transactions performed. In the event that this is not the case, the cardholder shall contact the Merchant and demand an explanation. If the differences cannot thus be sorted out, the cardholder shall submit a report to the Raiffeisen bank without delay, giving all transaction-related information. **A violation of such reporting obligation shall result in the cardholder becoming liable for damages or in reduced damage claims *vis-à-vis* the Raiffeisen bank.**

In connection with the electronic purse, the system also offers the option of displaying the most recent payments made with the electronic purse, as well as cancelled or invalid payment transactions.

### 6. Discharging the Electronic Purse

The electronic purse may be discharged:

- at ATMs at which the Quick loading function is available, in return for a credit to the account;
- at self-service loading terminals for the Quick Service, in return for a credit to the account; and
- at any bank which maintains a loading terminal, in return for cash.

If the electronic purse has been damaged and thus cannot be discharged or can no longer be used for payments, the cardholder shall claim the loaded amount, if any, at the Raiffeisen bank. If a resulting investigation shows that an amount was loaded into the electronic purse before the card was rendered unusable, such amount will be credited to the account holder.

In each case of cash payment, the Raiffeisen bank is entitled to check the identity of the person presenting the electronic

purse.

### 7. Validity of the Electronic Purse

The electronic purse shall be valid as long as the transaction card is valid.

After the expiration of its validity, the electronic purse can no longer be loaded.

**Warning: Before destroying the transaction card, the electronic purse shall be discharged or any amount remaining therein shall be used for payments.**

If an amount is remaining in the electronic purse after the expiration of its validity, the Raiffeisen bank will refund such amount provided that it is claimed within 3 years after the expiration date. Thereafter such claim will become statute-barred.

### 8. Loss or Theft of the Electronic Purse

If the electronic purse is lost or stolen, the amount loaded is considered lost, as in the case of cash money. These amounts will not be refunded.

Because of the technical situation, the electronic purse will not be blocked by the Raiffeisen bank. When the transaction card has been blocked, it can no longer be used to load the electronic purse. Nevertheless, payments may continue to be made by drawing on the loaded amount.

**Consequently, the cardholder is obligated to carefully hold the electronic purse in safekeeping. The amount stored in the electronic purse shall be treated as cash money. A third party may use a lost or stolen electronic purse without offering identification, without entering a personal code or giving a signature.**

## IV. Self-Service Area

The transaction cards issued by the Raiffeisen bank may be used to operate the self-service equipment referred to in this Section which is made available by the Raiffeisen bank both during and after the bank's opening hours. Depending on the technical possibilities, such service will be also available to the cardholder at other Raiffeisen banks in Austria.

### 1. Cash Dispensers

For cash dispensers outside the Maestro Service that are situated on the Raiffeisen bank premises, the provisions of Section II shall apply. If other cash withdrawal options have been agreed for the cash dispensers situated on the Raiffeisen bank premises, the transaction limits agreed for the Maestro Service shall not apply thereto. In addition, any cash withdrawals under such other withdrawal options shall not be counted towards the maximum amount that may be withdrawn within the scope of the Maestro Service. **The account holder's total risk in the event of improper use of the card is thus increased.**

### 2. Statement Printer

If the customer agreed the use of the statement printer with the Raiffeisen bank, the following shall apply:

The cardholder can print out account statements for the pertaining account by using the transaction card at the self-service terminals situated on the Raiffeisen bank's premises.

Regardless of such printing option, account statements may in individual cases also be mailed to the account holder or held for pick-up at the counters of the Raiffeisen bank maintaining the account. After a certain number of transactions involving the account or 3 months after the latest account statement, a statement will be printed out automatically; depending on the agreement reached with the account holder, such statement will then be mailed to the account holder or held at the counters of the Raiffeisen bank; the same shall apply to attachments, if any, to the postings to the account and the year-end statements.

The Raiffeisen bank cannot be held liable for any damage arising out of the late, improper, or failed pick-up or delivery of an account statement. Upon pick-up or retrieval by means of the statement printer, but in any case after the expiration of six weeks after the account statement is made available, the consequences of delivery of the account statement shall take effect and any applicable periods for objections to the statements and notices of the Raiffeisen bank shall begin. The account holder shall be obliged to regularly pick up and/or retrieve account statements by means of the statement printer.

### 3. Self-Service Terminals for Deposits, Transfers and Account Queries

The transaction cards may be used for deposits, transfers, and account queries (including transactions completed and orders noted) at the terminals situated on the Raiffeisen bank premises. In order to make a transfer using a self-service terminal, the cardholder shall also enter his/her personal code.

Deposits using a self-service terminal will only be accepted subject to later examination of the authenticity of the bank notes deposited, regardless of the initial check made by the terminal.

The account balance displayed at a terminal upon an account query may contain account movements indicated as non-binding advance notices which may be reversed at any time even if they relate to credits. Only the account statements provided in the agreed form, *i.e.*, in writing or electronically, shall be binding.

All transfer instructions given to the Raiffeisen bank via a self-service terminal by using the transaction card and the personal code will be carried out at the expense of the account holder, provided that the account has sufficient cover and the transaction limit agreed for this purpose, if any, is not exceeded. Section I.8 of these Special Terms and Conditions shall

also apply to such function. The transaction limits agreed with the account holder for the Maestro Service shall not apply to the transfer instructions referred to herein.

#### V. Other Functions of the Transaction Card

Transaction cards will also be used as evidence of the authorization to pick-up mail being held at the Raiffeisen bank counters. The Raiffeisen bank is not obligated to demand other forms of identification before handing over mail.

Transaction cards which need to be signed by the cardholder will also be used for examining the signatures on instructions personally given to the Raiffeisen bank by the cardholder. If the cardholder withdraws cash at a the Raiffeisen bank other than the one which issued the card, the Raiffeisen bank disbursing the cash will examine the signature of the cardholder by comparing it to the signature on the transaction card.

Additional functions of the transaction card (such as access to a safe) shall be agreed between the Raiffeisen bank and the customer.