

General information on consumer payment services

Customer information

Status July 2018

With this information brochure we would like to inform our customers (who are defined as consumers in section 1(1) line 2 of the Consumer Protection Act) of the key facts relating to the payment services offered by Erste Bank der oesterreichischen Sparkassen AG (hereinafter referred to as the Bank). This information in no way replaces the contractual agreements that are required.

I. Die Erste Bank Oesterreich

1. Information on the Bank

Erste Bank der oesterreichischen Sparkassen AG
(Erste Bank Oesterreich), Am Belvedere 1, 1100 Wien

24h Service
Tel.: +43 (0)5 0100 - 20111
E-Mail: 24service@s-servicecenter.at
Central switchboard
Tel.: +43 (0)5 0100 - 10100
Fax: +43 (0)5 0100 9 - 10100
E-mail: service.center@s-servicecenter.at

Registration:

Headquartered Wien, FN 286283 f
Commercial Court of Wien
VAT number (UID):: ATU 63358299
Swift Code/BIC: GIBAATWWXXX
Bank sort code: 20111

Licence:

Licensed credit institution in accordance with section 1(1) of the Austrian Banking Act

Supervisory body responsible:

Financial Market Authority (Bank regulation)
1090 Vienna, Otto-Wagner-Platz 5
<http://www.fma.gv.at>

Chamber of Commerce/professional association

Austrian Economic Chambers (WKÖ) (Banking section)
1045 Vienna, Wiedner Hauptstraße 63
<http://www.wko.at>

2. Licence

The Bank has been licensed to provide banking services by the Austrian Financial Market Authority, Otto-Wagner-Platz 5, 1090 Vienna; this also entitles the Bank to provide payment services for its customers.

3. Legal regulations

The legal provisions that particularly apply here are from the: Payment Services Act ("ZaDiG"), the Austrian Banking Act ("BWG"), the Securities Supervision Act ("WAG"), the Consumer Payment Accounts Act ("VZKG") and the Austrian Savings Bank Act ("SpG"), all as amended (<http://www.ris.bka.gv.at>).

II. Framework contracts for payment services and costs

1. General information

Prior to concluding a framework agreement (in particular, the giro account agreement), the customer will receive this "General information on payment services" brochure along with the text of the agreement itself and the terms and conditions that must be agreed along with it - in particular, the general terms and conditions of business, the terms and conditions for issuing cards, the information on fees and charges, the glossary and the terms and conditions for internet banking (hereinafter referred to collectively as the "terms and conditions"), which the customer must agree to if s/he is interested in the Bank's payment services. The terms and conditions - if agreed between the Bank and the customer - form a part of the framework agreements.

At any point while the framework agreements are in force the customer may request to receive again, free of charge, copies of this "General information on payment services" brochure and the terms and conditions in paper form or on a durable data carrier.

2. Changes to framework agreements and to conditions agreed as part of framework agreements

The Bank will inform the customer of proposed changes to framework agreements, to conditions or to agreements made on individual payment services at the latest two months prior to them coming into force.

The customer has the option to object to the change right up to the time it is scheduled to come into force. At the time of sending out the notification of change, the Bank will inform the customer of this and of the customer's right to terminate the agreement without having to give notice and at no cost to the customer up until the point the change comes into force. The Bank will also publish a comparison of the clauses affected by the change as well as the full version of the new terms and conditions on its website and will make the comparison available to the customer upon request.

3. Agreement term; termination

Framework agreements on payment services and the necessary agreements on individual payment services are concluded for an indefinite period of time. The customer can terminate the framework agreements and the agreements on individual payment services at any time, without the need to observe a notice period. The Bank must give 2 months' notice in the event of a regular termination. Termination with immediate effect of either the whole business relationship or a part of it is possible for both the customer and the Bank in the event of there being good cause.

4. Charges and costs

The charges for the most typical payment services offered by the Bank are shown in the information on fees and charges given to the customer prior to concluding a framework agreement (in particular, the giro account agreement).

The terms and conditions attachments that are handed to the customer along with this "General information on payment services" brochure and which form a part of the framework agreement (in particular, the giro account agreement) show the agreed fees that will be charged by the Bank for managing the account and providing payment services. The terms and conditions attachments also contain the charges for notifications of a refusal to process a payment instruction, for dealing with a revocation and for retrieving a payment transfer instruction which has been misdirected due to incorrect customer identifiers.

The Bank may raise charges once a year and no higher than the rate of the consumer price index, provided that the customer agrees to this.

The Bank will make available to the customer a breakdown of charges and interest applied (charges, interest charges and credited interest) for payment accounts on a quarterly basis and upon termination of the framework agreement. This printed report will be held

for the customer at the Bank.

5. Foreign currency transactions

If it is necessary to buy or sell a foreign currency as part of a payment service provided by the Bank, the sale or purchase by the Bank will be at an exchange rate in line with the market applying at the time of executing the instruction, which will be invoiced to its customer by the Bank.

These rates can be viewed in the notices displayed in the branches and on the Bank's website. The Bank's charges for the other charges invoiced in conjunction with the transaction can be found in the terms and conditions attachments.

6. Interest

The interest rates agreed in the framework agreement for giro account credit and debit balances can be found in the terms and conditions attachments. A change to the interest rates, provided no gliding interest rate clause has been agreed with the customer, is only possible with the customer's agreement. In the case of fixed interest rates, the customer may also give his/her agreement in the way described in II.2, but only to the extent that this corresponds to the development of costs resulting from the changes in the money and capital markets and provided that the prerequisites and agreed limits in the terms and conditions (line 44c(3) of the general terms and conditions of business) are complied with.

III. Communicating with the Bank

1. Language

If not otherwise explicitly agreed, the Bank will use the German language for concluding agreements and communicating with its customers on the subject of payment services.

2. Communication options

In general, in addition to a face-to-face discussion during bank opening hours or at a pre-arranged time outside these opening hours, customers have the option to contact the Bank by any of the means stated above in the section "Information on the Bank".

3. Legally binding communications and notifications

Communications and notifications from the Bank sent by means of telecommunications are subject to written confirmation - unless otherwise agreed in writing or part of the Bank's usual practices. This does not apply to consumers.

The customer will receive any communications and information that the Bank must notify or make available to the customer in paper form (in particular in the case of

account statements), unless the customer has agreed to receive them via download or electronically.

The form of communication agreed for the payment service in question will be used for authorising payment instructions and for displaying information in conjunction with payment instructions. Apart from written communication, the following methods in particular may be considered:

- Internet banking using the personal identification criteria agreed (in particular authorised user number, password, code, TAC, TAN)
- Other electronic data transfer in accordance with the agreed security arrangements

IV. Services offered by the Bank in the area of payment transactions

1. General services offered

In the area of payment transactions, the Bank offers the following services:

1.a. Services that facilitate cash payments into a payment account or cash withdrawals from a payment account; together with all the processes necessary for managing a payment account (**payments in and out**)

1.b. The execution of payment transactions, including the transfer of sums of money to a payment account at the user's bank or at another bank:

- i. The execution of direct debits - one-off or repeating (**direct debit transactions**)
- ii. The carrying out of payment transactions by means of a debit card or similar instrument (**payment card transactions**)
- iii. The execution of payment transfers, including standing orders (**payment transfer transactions**)

2. Description of the principal features of the payment services listed above

2.a. Management of payment accounts ("giro accounts") and payments in and out

Payment accounts are accounts used for payment transactions and not for investment. When opening a **payment account**, the future account holder must provide evidence of his/her identity. Payment accounts are run on the basis of the account holder's name or company's name and a number. The persons who are to be authorised signatories or to be able to draw on a payment account must provide the Bank with specimen signatures. The Bank will allow written dispositions as part of the customer's bank account arrangements on the basis of the signatures lodged with it.

Only the account holder is entitled to draw on/sign for an account. Only those persons whose rights of representation are prescribed by law or who have explicit

written authorisation to draw on/sign for the account may represent the account holder; they must provide evidence of their identity and authorisation to draw on/sign for an account.

The account holder may designate other persons authorised signatories; the instruction must be explicit and in writing. Authorised signatories are only authorised to execute or cancel dispositions regarding the account.

Where **cash is paid into** a payment account, for an amount upwards of EUR 1,000 the person paying in must be authenticated. **Cash may be withdrawn** from a payment account by an authorised person (the account holder, authorised signatory, representative etc.) following authentication and verification of authorisation.

2.b. Execution of payment transactions

2.b.i. Direct debit transactions

With a direct debit, the customer authorises a creditor, the creditor's bank or the customer's own bank to debit the customer's payment account.

The following procedures exist for executing direct debits:

- SEPA direct debits
- SEPA company direct debits (B2B)

In the SEPA direct debit process, the debtor issues a direct instruction (SEPA mandate) to the creditor to debit his/her account. The bank managing the debtor's account is not involved in this process and only performs the posting.

In the SEPA company direct debit (B2B) process, the debtor - who may not be a consumer - authorises the bank managing the debtor's account to allow creditors to whom a signed SEPA B2B mandate has been issued to debit the account.

2.b.ii. Execution of payment transactions by means of a debit card, credit card or internet banking

a. Debit card

With a debit card, the customer may use the card service after entering a personal code, also known as a PIN (personal identification number) code. The card service is a cash withdrawal and cashless payment system that is in use around the world, which makes it possible to withdraw cash and/or make cashless payments using the debit card at designated acceptance points. For low-value transactions it is also possible to use the card service at specifically indicated payment terminals without the need for inserting the card or entering the PIN code.

In particular, the cardholder is entitled

- to withdraw cash up to an agreed limit at cash dispensers in Austria and abroad using the debit card and PIN code;

- at cash dispensers in Austria using the debit card and PIN code, to pay in cash to the cardholder's own account or a third-party account and carry out payment transfers from the account(s) to which the debit card is tied to the cardholder's own account, a third-party account or a savings account;
- to make cashless payments up to an agreed limit for goods and services from companies in the retail and service sectors at tills and POS (points of sale) identified by the symbol on the debit card, using the debit card and PIN code. It may be necessary to sign for the transaction instead of entering the PIN code when abroad;
- at tills and POS displaying the "contactless" symbol shown on the debit card, to make contactless, cashless payments without having to insert the card in a terminal, sign for the transaction or enter the PIN code - i.e. simply by holding the debit card up to the POS terminal - and pay for goods and services from partner companies in Austria and abroad up to a value of EUR 25 per transaction. For security reasons, the sum of the amounts that can be paid by way of successive contactless payments is limited to EUR 125. Once this limit has been reached, the cardholder must then make a payment or withdraw cash using the PIN code, so that further low-value contactless payments can be enabled.
- make cashless payments for goods and services from partner companies who offer them through the internet and participate in the MasterCard SecureCode (also called MCSC) scheme. The payment instruction is given by the cardholder without having to present the debit card, but by entering the cardholder's personal MaestroSecure code.

The cardholder can also use the debit card to prove to third parties that s/he is older than a given age limit which is relevant to that third party. The confirmation from the Bank is obtained electronically by the cardholder presenting the debit card - either personally or using technical equipment - to the third party.

b. Credit cards

With a credit card, the cardholder is entitled, after entering his/her personal code - also known as a PIN (personal identification number) code - or providing his/her signature or presenting the card for contactless payment at a payment terminal, and up to an agreed purchase limit,

- to make cashless payments at tills and POS displaying the symbol shown on the credit card for goods and services from companies in the retail and service sectors (hereinafter referred to as "partner companies") in Austria and abroad;
- and in the case of participating partner companies without the need to present the credit card or pay in cash, purchase their goods or services within the context of distance selling through a written or telephone order, if the partner company offers this. This also applies to legal transactions carried out on

- the internet or using a mobile end device (e-commerce, m-commerce); in the case of participating partner companies offering Verified by Visa / MasterCard SecureCode, the cardholder must register for the service to be able to make payments;
- to withdraw cash in Austria and abroad using the credit card and PIN code, where this is supported by the credit card system in question.

c. Internet banking

The customer is able, by means of internet banking products,

- to enter into legal transactions by entering personal identification criteria (authorised user number and password) and the chosen authorisation method (sidentity, cardTAN or TAC-SMS);
- to authorise payment transfers and direct debits from payment accounts for which the customer is account holder or an authorised signatory, by entering personal identification criteria and the chosen authorisation method;
- to make account enquiries and create account statements.

2.b.iii. Payment transfers (also in the form of standing orders)

Payment transfer instructions take the form of a so-called SEPA payment transfer. The SEPA payment transfer is the standardised European transaction product for the domestic and cross-border transfer of euro amounts within the entire SEPA area (**Single Euro Payments Area**).

In order to issue a payment transfer instruction in favour of a recipient whose account is held at a payment services provider in Austria and other countries of the European Economic Area (hereinafter referred to as the EEA), the customer must identify the recipient by means of his/her IBAN (International Bank Account Number). For payment transfers in favour of a recipient whose account is held at a payment services provider outside the EEA, the customer must identify the recipient by means of his/her IBAN or his/her account number plus the BIC of the recipient's payment services provider, as well as the recipient's name.

The information on the IBAN and BIC, or account number plus name/bank sort code/BIC of the recipient's bank, make up the recipient's customer identifier, which is needed for executing the payment transfer instruction. If the customer adds other information about a recipient within the EEA such as, in particular, the recipient's name, this does not form part of the customer identifier and is used solely for documentary purposes and is not taken into account by the Bank when executing the payment transfer.

The reference line in a payment transfer instruction is similarly not taken into account by the Bank. The

acceptance of a payment transfer instruction by the Bank does not of itself confer any rights on a third party with respect to the Bank.

Payment transfer instructions can be issued by the customer in writing, with the debit card having entered the personal code or in internet banking by entering the personal identification criteria (authorised user number and password) and the authorisation method chosen. The Bank is only obliged to execute a payment transfer if there are sufficient funds (credit balance, agreed overdraft) on the customer's account.

V. Duty of care with payment instruments and blocking of payment instruments

1. Customer's duty of care with payment instruments

1.a. Debit cards and credit cards

When a customer receives and uses a debit card or credit card as a payment instrument, s/he must take all reasonable steps to prevent unauthorised persons gaining knowledge of the personalised security data (in particular the PIN code) or gaining access to the payment instrument (a detailed description of the payment instruments and the personalised security features can be found in section IV, point 2.b.ii). It is also in the customer's own interest to ensure the safekeeping of the payment instrument. It is not permitted to hand on the payment instrument to third parties.

Personalised security data must be kept secret. They should not be noted on the payment instrument. The personalised security data may not be disclosed to anyone, including, in particular, relatives, the Bank's employees, other account holders or other cardholders. When entering the personalised security data, care should be taken that it is not seen by third parties.

1.b. Internet banking

When a customer uses internet banking as a payment instrument, s/he must take all reasonable steps to prevent unauthorised persons gaining knowledge of the personalised security data (in particular the authorised user number, password, code, TAC, TAN).

The service provider triggering payment and the service provider providing account information do not count as "unauthorised parties" within the meaning of this clause.

2. Blocking payment instruments

2.a. Blocking by the Bank

The Bank is entitled to block payment instruments that it has issued to the customer in the following cases:

- a) where this is justified by objective reasons connected to the security of the payment instrument;
- b) where it is suspected that there has been unauthorised or fraudulent use of the payment instrument; or
- c) with payment instruments with a credit facility, where the risk of the payer being unable to meet payment obligations has significantly increased. The risk is said to have significantly increased if the customer has not met his payment obligations in respect of a payment instrument with an associated credit facility (overrun or overdraft) and

- meeting these payment obligations is jeopardised due to a deterioration in, or threat to, the financial circumstances of the customer or a co-debtor,

- or the customer has become insolvent or there is an imminent threat that s/he will do so.

The Bank will inform the customer if an account is to be blocked and why; and if access through a service provider providing account information or a service provider triggering payment to a payment account of the customer is to be blocked and why, in the method of communication previously agreed with the customer. The customer will be informed beforehand, if at all possible; but at the latest immediately after the block has been applied.

The duty to inform does not apply if informing the customer of the block or the reasons for the block would violate a court or administrative order, or run contrary to Austrian or EU law or objective security considerations.

2.b. Block requested by the customer

The customer must inform the Bank on its special telephone hotline or his/her customer advisor immediately if s/he becomes aware that a payment instrument has been lost, stolen, misused or used without authorisation, or s/he suspects that an unauthorised person knows the personalised security data or the payment instruments identification criteria. In internet banking it is also possible for a customer to place a block on a debit card or a credit card online him/herself.

VI. Authorisation and execution of payment instructions

1. Authorisation, cancellation and rejection of payment instructions

A payment instruction is only deemed by the Bank to have been authorised when the customer approves the payment transaction in question in the form agreed on for this purpose and using an agreed payment instrument. Court or administrative orders may take the place of this approval process

The customer may revoke his/her approval up until the point that

- the payment instruction has been logged by the Bank, or,
- in the case of a performance date being agreed in the future, prior to the end of the working day preceding the agreed date.

The customer may demand that the Bank refunds an amount debited from his/her account due to a SEPA direct debit mandate issued by him/her within eight weeks of the point in time in which the account was debited. The Bank must fulfil the customer's demand within ten working days and reverse the debiting of his/her account by the amount debited, with the value date set as the date on which the account was originally debited. This right does not apply in the case of SEPA company direct debits.

If the debiting of the account as a result of a SEPA direct debit or a SEPA company direct debit had not been authorised by the customer, a customer who is also a consumer can demand the debited amount be refunded within 13 months of the debiting; and a customer who is a business within three months of the debiting. The deadline period will in both cases only be triggered if the Bank had made available to the customer the information in line 38(9) of the general terms and conditions of business.

SEPA direct debits and SEPA company direct debits (B2B) may be revoked by the customer up to the end of the working day prior to the day of debiting.

The Bank may only refuse to carry out an authorised payment instruction if

- it does not fulfil all the prerequisites set down in the giro account agreement and the terms and conditions (in particular, if necessary information is missing or there are insufficient account funds taking the credit balance and any unused credit facility into account), or
- carrying out the instruction would violate EU or domestic law or a court or administrative order, or
- there is a justifiable suspicion that carrying out the instruction would constitute a criminal act.

if the Bank refuses to carry out a payment instruction, it will inform the customer of its refusal by the method agreed as quickly as possible; and certainly within the deadline periods set down in lines 39(3) and (4) of the

general terms and conditions of business.

2. Date/time of receipt of payment instructions

A payment instruction is deemed to have been received on the same day of issuing it if the instruction is received by the Bank up until the times shown in the listing below (must be a banking day) If the instruction is not received on a banking day or by the times shown below, then it is counted as having been received on the following banking day.

Instruction method used	Must be received by (at the latest)
Paper-based instruction for payments within Austria, the EEA, San Marino, Jersey, Guernsey, Isle of Man, Monaco and Switzerland in EUR	Close of business at the branch in question
Electronic instruction (internet banking) for payments within Austria, the EEA, San Marino, Jersey, Guernsey, Isle of Man, Monaco and Switzerland in EUR	19.00 hours
Other payment transaction abroad, paper-based instruction, conversion to foreign currency required	Close of business at the branch in question
Other payment transaction abroad, paper-based instruction, no conversion required	Close of business at the branch in question
Other payment transaction abroad, electronic instruction (internet banking), conversion to foreign currency required	11.00 hours
Other payment transaction abroad, electronic instruction (internet banking), no conversion required	14.45 hours
electronic submission of direct debits (internet banking)	19.00 hours

The Bank's banking days are Monday to Friday excluding public holidays, 24 December and Good Friday.

3. Time taken to execute payment instructions

The Bank will ensure, following receipt of an instruction, that the amount involved in the payment transaction reaches the payment services provider of the payment recipient at the end of the following banking day at the latest (for paper-based instructions at the end of the second working day following receipt of the instruction).

The above applies to the following payment transactions:

- euro-denomination payment transactions within the EEA
- euro-denomination payment transactions to an account in a non-euro currency country that belongs to the EEA and where the currency conversion will take place.

payment transactions within the EEA that are not made out in euros but in a different EEA-member currency, will take up to 4 working days (maximum) to execute.

For payment instructions crediting recipient accounts managed by banks outside the EEA or for payment instructions in currencies other than the euro or in an EEA-member currency, the Bank is obliged to ensure the processing of the instruction is completed as quickly as possible and, to this end and if not otherwise specified by the customer, to use the services of other suitable banks.

4. Liability of the Bank for non-execution, incorrect or delayed execution of payment instructions

The Bank bears responsibility towards its customers for the proper and timely execution of payment transactions in euros or an EEA-member currency to a recipient account held in an EEA country, right up to the receipt of the payment amount by the recipient's bank.

Once the payment amount has been received by the payment recipient's bank, this bank is liable to the recipient for the proper processing of the payment transaction.

If a payment instruction has been issued by or through the payment recipient, his/her bank is liable to the recipient

- for the correct relaying of the payment instruction to the payer's bank and
- for the processing of the payment transaction with regards to value date and availability, in accordance with its obligations.

5. Information on individual payment transactions

The Bank will, immediately after executing a payment transaction, inform the customer using the communication method agreed for this purpose the information below. Depending on what was agreed, the information will be available for collection from the branch or for downloading/printing off from the internet banking service or the account statement printer, or will be sent by post.

- A reference that makes it possible to identify the payment transaction in question, along with information about the payment recipient where appropriate
- The amount in question in the currency that will debited from the currency's payment account, or in the currency used in the payment instruction
- Where appropriate, the exchange rate applied to the payment transaction
- The value date for debiting or the date of receiving the payment instruction

Furthermore, the Bank will make available to the customer upon request and by the same method, a listing of the charges incurred in the previous month for processing payment transactions or the interest charges to be paid by the customer.

This information will be made available to the customer both as the issuer of an instruction and as the recipient of a payment.

VII. Liability and reimbursement obligations in conjunction with payment instructions

1. Payment transactions not authorised by the customer

1.a. Refunding the debit to the account

If a payment instruction to debit a customer's account has been executed without the customer's authorisation, the Bank will immediately revert the customer's account to the position it would have been in had the unauthorised payment not gone through, i.e. in particular, by reversing the debit to the account with the value date set to the date of the debit. To ensure this correction is made, the customer must inform the Bank without delay if s/he establishes an unauthorised payment transaction has been executed. The right of the customer to do this ends 13 months from the day of the debit at the latest. Independently of the customer's right to correction, other claims - based on other legal foundations - against the Bank are possible in individual cases.

1.b. Liability of the customer

If the payment transactions that were not authorised by the customer derive from the use of a lost or stolen payment instrument or on the misuse of a payment instrument, the customer is obliged to compensate the Bank for the whole of the losses incurred if, at the time the loss was incurred, the customer

- had facilitated the loss event with intent to defraud, or
- had brought about the loss event through intentional or grossly negligent violation of his/her obligations in respect of the proper safekeeping and use of payment instruments.

If the customer has demonstrated only slight negligence with regard to these obligations (i), the customer's liability is capped at 50 euros for the losses incurred.

The customer is not liable (other than in the case of point 1.b.i.) for payment transactions initiated through a payment instrument after the customer had instructed the Bank to put a block on that payment instrument.

2. Reimbursement of an authorised payment transaction triggered by the payee

The customer may demand that the Bank refunds an amount debited from his/her account due to a SEPA direct debit mandate issued by him/her within eight weeks of the point in time in which the account was debited. The Bank must fulfil the customer's demand within ten working days and reverse the debiting of his/her account by the amount debited, with the value date set as the date on which the account was originally debited.

This right does not apply in the case of SEPA company direct debits.

VIII. Complaints procedure

The Bank is continuously striving give the customer optimal service and to engage with their concerns, wishes and needs in every aspect of banking transactions.

Should the customer, nevertheless, have grounds for complaint, the Bank will immediately investigate the complaint. To this end, customers should either contact their customer advisor or - if not satisfactory result can be obtained this way - to the Bank's senior management team or the Bank's ombudsman.

The customer may also address his/her complaint to the Joint Resolution Board of the Austrian banking industry, at Wiedner Hauptstraße 63, 1045 Vienna. The customer may also draw in the Financial Market Authority, Otto-Wagner-Platz 5, 1090 Vienna.

The regular courts, applying Austrian law, are responsible for ruling on disputes in conjunction with account management or payment services. The general jurisdiction arrangements for the Bank are supplied at the head of this document, in the section "Information on the Bank".