

# Terms of business for "George"

(as per April 2018)

## General Terms and Conditions

To improve readability of these Terms of Business, the masculine form is used for any gender specific terms. However, all explanations apply equally to the female form.

### 1) Conditions:

To use all the services offered by "George" and the Apps of Erste Bank and Sparkassen, the user must have existing current/valid business relationship with the credit institution. The identification is proved by using personal identification codes (user number, George password) The release of transactions subject to authorisation is made by the agreed approval method for "George" and the apps.

### 2) User:

Persons who are in a business relationship with the credit institution (([joint] account holder, authorised signatories) are called "authorised users" or "customers" in the following.

#### 2.1) User authorisation:

Authorisation to use the services under this agreement may only be granted to the account holder or to persons that are authorised by the account holder or to representatives determined by law. Persons who do not hold an account with the credit institution have only limited use of "George"; in particular, they are unable to execute payment transactions via "George".

#### 2.2) Log-in / Authorisation:

Entering "George" for the first time, the authorised user receives a signatory number on the one hand side and a personal "George" password on the other hand side from the credit institution for purposes of security and identification.

Every user is free to choose any of the following approval methods:

- With the s Identity approval method, the user logs in using the "George" one-time password (OTP).
- With the cardTAN approval method, the user can use a "George" one-time password (OTP) instead of the personal "George" password.
- With the TAC SMS approval method, the user logs into the system using the personal George password.

The „George" one-time password (OTP) is only valid for the current session.

For additional protection of transactions subject to authorisation the customer is

- requested to enter an authorisation key (TAC-SMS) sent to a mobile phone authorised by the customer in the form of a text message at the customer's request, for each transaction requiring a TAC-SMS.
- asked, in the case of cardTAN transactions, to enter an authorisation key (cardTAN), which the cardTAN generator provides to the customer for each cardTAN-based transaction.
- requested, in the case of s Identity transactions, to confirm the order after accessing the s Identity application.

For all business transactions in "George", the authorisation to perform such transactions is verified exclusively using the personal identification codes.

### 3) Diligence:

The customer must take all reasonable efforts to protect the personal identification codes against unauthorised access. Customers are obliged to follow the user guide and the safety instructions in the respective applications and the Security Center <https://sicherheit.sparkasse.at>. In the event of any loss of personal identification codes or in the event of suspicion that an unauthorised person may have obtained information related to the personal identification codes, customers shall inform the bank's 24-hour service at 43 (0) 5 0100 + the bank sort code, or the respective customers personal bank advisor, by telephone without undue delay. If customers identify themselves by name, user number and account/securities account number or verify their entitlement in a different manner, the bank shall immediately block the personal identification codes. Any requested block shall become effective immediately upon receipt of the request to block the personal identification codes.

The bank shall be authorised to deactivate a customer's "George" access without prior consultation

- if objective reasons relating to "George" security justify this move
- if unauthorised or fraudulent use of "George" or of personal identification codes is suspected or
- if the customer has failed to honour a credit line associated with "George" (overrunning or overdraft) and
  - o either the fulfilment of these payment obligations is jeopardised due to the deterioration or endangerment of the customer's or a co-debtor's financial situation or
  - o the customer has become insolvent or threatens to become insolvent imminently.

The credit institution shall notify the customer prior to, but in any event immediately after, such cancellation using the means of communication agreed with the customer and indicate the reasons for such cancellation, unless a notification would be in violation of a judicial or administrative order or would run counter to Community legislation or objective security considerations.

After four attempts to access an account using the wrong personal identification codes, access for the authorised user is automatically deactivated.

Likewise, the customer is authorised to block his/her "George" access at any time. Blocking in terms of a service under the present agreement results in the disablement of all services. The unblocking of access must be requested by the customer either in writing (original signature) or personally in one of the credit institution's branches.

If the customer is not connected with the credit institution or in the event of line disconnections the customer must – to minimize damages – immediately make use of any other means of communication available (e.g. telephone call to the 24h-Service instead of internet).

### 4) Liability of customers and credit institution:

#### 4.1. Customer liability for payment transactions carried out by "George".

4.1.1. If non-authorised payment transactions are based on the fraudulent use of "George", the unauthorised payment (plus costs and interest) shall **not** be reimbursed to the respective account holder where the customer acts with fraudulent intent or violates one or several of his/her duties to exercise due diligence laid out in these conditions with wilful intent or gross negligence.

4.1.2. Where customers, who qualify as consumers, act with only slight negligence (if they inadvertently breach their duty to exercise due diligence as may happen even to an averagely careful customer), the credit institution shall assume the amount exceeding EUR 50,00 of the unauthorised payment.

4.1.3 When a customer causes loss or damage through gross negligence by failing to adhere to the provisions set forth in this agreement, the type of personalized security feature and the special circumstances under which the loss, theft of fraudulent use of the payment instrument occurred must be taken into account if liability for the loss or damage is to be shared between the customer and the credit institution.

4.1.4. Except in cases of fraudulent action on the part of the customer, the account holder shall be reimbursed the amounts debited due to an unauthorised payment if this amount is debited after notification was submitted with a request to block the account (section 3). Likewise, the amount (plus costs and interest) shall be reimbursed if the customer was unable to submit a blocking request (section 3) for reasons under the control of the credit institution.

4.1.5. Entrepreneurs are liable for any damage suffered by the credit institution due to the breach of diligence duties as set forth in these provisions by the customer, who is authorised to debit a corporate account via "George", the entrepreneur's liability is unlimited in all cases of fault.

4.2. Other liability of customers and credit institution (not applicable to payment services!):

4.2.1. If the customer cedes his/her personal safety and identification codes to third parties or if unauthorised third parties gain knowledge of personal safety and identification codes as a result of a breach of diligence, the customer will be held liable for all consequences and disadvantages ensuing from any abusive appropriation until blockage takes effect (section 3). The customer's liability ceases once the blockage takes effect.

4.2.2. However, the credit institution will not be held liable if the damage was caused by an independent third party or by any other inevitable event not resulting from an error in the condition or failure of the credit institution's automatic data processing facilities.

4.2.3. The credit institution will be held liable only for damage caused in connection with the customer's hardware or software or by failure to achieve a connection with the credit institution's data centre, if this damage was caused culpably.

4.2.4. The credit institution shall not be responsible for the operability and content of third-party websites (e.g. Google Maps) to which the customer is redirected in the context of "George". The credit institution further notes that contents and opinions contained on third-party websites do not necessarily reflect the opinions of the credit institution and its employees.

#### 5) Revocation/termination:

5.1. Customers shall have the right to terminate, in writing and at any time, any further use of the services under this agreement with the credit institution with immediate effect.

5.2. Subject to a 2-month notice period, the credit institution shall have the right to terminate the user subscription to "George" and/or user access to any (selected) plug-ins at any time without having to specify the reasons for such termination. In its termination, the credit institution shall be obligated to specify the point in time at which the user subscription to "George" and/or user access to any plug-ins ends and the fee that is payable for certain plug-ins until such termination becomes effective.

In the event that termination is by the credit institution, such termination shall either be sent to the last e-mail address known to the credit institution and/or deposited in the "George" inbox(s Kontakt).

The customer shall pay the fee for the plug-ins chargeable for the time in which the subscription to "George" and/or the plug-ins was in effect.

5.3. Notwithstanding the above, the credit institution shall, if there is good cause, have the right to end the user subscription to "George" as well as all and/or only (selected) plug-ins with immediate effect and without having to give prior notice. In particular, good cause shall be the discontinued operation of "George" and/or the plug-in.

5.4. Plug-in termination: to be able to use plug-ins, an active user subscription to "George" is required. Once the user subscription to "George" ends, the subscription to the plug-ins automatically ends on the day the user subscription to "George" ends without requiring any separate notice of termination. Plug-ins may be terminated separately by either the customer or the credit institution; in this regard, the provisions under sections 5.2. and 5.3. relating to termination and the fee shall apply analogously.

#### 6) Amendment of the Terms of business:

The credit institution will propose changes to these Terms of business for "George" to the customer no later than two months prior to the proposed time of their entry into force, pointing out the provisions affected. The customer's consent shall be deemed given, unless the credit institution receives a written objection from the customer prior to the proposed time at which such changes enter into force. The credit institution shall point this out to the customer in the amendment proposal.

Notification can be made by letter, postal delivery of an account statement or – provided the customer/user agrees - electronically (e-mail to the last e-mail address known to the credit institution, via digital "George" mailbox – s Kontakt - as part of "George"). In addition, the credit institution shall publish a comparison of the provisions of the Terms of business for "George" affected by the change, as well as the complete version of the new Terms of business for "George" on its website and provide this comparison to the customer at the latter's request. The credit institution shall also point this out in the amendment proposal. In business relations with an entrepreneur, it shall suffice to keep the envisaged amendment available for retrieval in a manner agreed with the entrepreneur.

In case of such an intended amendment of the Terms of business, the customer who qualifies as a consumer shall be entitled to terminate his/her master

agreement for payment services (especially the current account agreement) without notice and free of charge. The credit institution shall point this out in the amendment proposal.

The foregoing subsections are not applicable to the change of the services of the bank (including credit interest) as well as to the change of the customer's fees (including debit interest).

## **"George"**

### 1) Extend of service

#### 1.1. ) Using „George“.

The current range of functions is essentially including the following areas – all details are available on the institute's homepage.

- Financial-, account- and transaction overview
- Execution of payment orders and transfers
- Conclude products online
- Bank- and credit cards
- Saving
- Financing
- Leasing, insurance, building society
- Securities
- Electronic storage
- Settings
- Plug-ins
- George Go App
- Communication
- Service

#### 1.2. ) Using „George“ access credentials for customer identification in Apps of Erste Bank and Sparkassen.

The „George“ access credentials (user number and „George“ password or cardTAN-OTP) are used in different Apps. This way the customer can clearly be identified.

### 2) Execution of transfer orders

If the data has been submitted to the bank for processing before the deadline then the money transfers will be carried out without delay, at any event on the same day. If not, the processing of the money transfer orders shall be made on the next bank working day following the day of the data transfer by the applicants. The electronic data processing equipment installed at the bank is the criterion by which the date and time of all incoming orders will be judged.

### 3) Service time

Basically customers can use "George" from Monday to Sunday, 24 hours a day. But there is a possibility that - in particular due to maintenance - access to "George" is limited.

### 4) Using the George securities service:

#### 4.1.) Scope of rights to use securities information

Customers shall be obliged to make use of the market data information provided through this service for their own purposes only and undertake not to trade or commercially process any information received nor to permit any third party to do so. Customers undertake not to use George for any unlawful purposes or to allow such use by third parties.

Without the bank's prior written consent, customers shall not be authorised to disclose any securities market data information from George at all, or any pieces of information to third parties or to allow third parties to use information, or in any other way disseminate or publish such information.

Customers understand that information obtained by the bank from external suppliers or fed into the information system by external sources and marked as such by the bank cannot be attributed to or verified by the bank on account of the data volume involved. This notwithstanding, should the bank become aware of the inaccuracy of any information that has been so provided, the bank shall undertake to have such information corrected or deleted without undue delay.

Customers understand that external suppliers may have industrial property rights to parts of the service. Customers undertake neither to remove nor to make illegible copyright notices and other information regarding such rights received in George and the George market data portal and to respect the external supplier's rules for the use of the information.

#### 4.2.) Execution of securities orders

##### 4.2.1.) Placement of securities orders using George

The bank shall be entitled but not obligated to execute orders if and insofar as these are not covered by the balance on the settlement account(s). The bank shall make every effort to execute the orders without delay.

## e-Identifikation

The bank reserves the right to reject orders received via the internet or by means of telecommunication and to invite the customer for a personal interview and identity verification. In the absence of any other instructions, sell orders shall be deemed to relate to the first securities acquired. The date and time of the computer system installed at the bank shall be decisive for order receipt.

If placement of a securities order using George is not possible due to a malfunction, customers are obligated to place the order by telephone with the responsible consultant immediately in order to mitigate damage. Upon indication of the securities account number, the securities account name, the user number and the user name, the bank shall consider such orders binding orders placed by the person duly authorised to operate the specified securities account. Where such orders are received by another office of the bank, the bank shall be entitled but not obligated to accept and execute the relevant transactions. In these cases, the bank shall assume no liability for timely and immediate processing. Outside of the branch office hours, the customer is obligated to contact the help desk (+43 (0) 5 0100 + bank code of the credit institution).

Customers expressly agree to have their identification data, address and profession transmitted to the securities supervisor of the respective stock exchange for verification of compliance with the local laws.

### 4.2.2.) Forwarding of securities orders

The bank will forward orders placed in George during the time from Monday to Friday from 7:30 am to 10:00 pm. Orders received outside of this period, or on days the selected trading venue does not trade, shall be noted and scheduled for transfer at the beginning of the next trading day or the accessibility of our trading partner.

Customers agree that the order shall be executed at the current buying or selling rate of the stock exchange selected by the respective customer or in any recognised alternative trading system.

Customers shall inform themselves of their own accord about the various business and trading hours and practices of the individual trading venues.

The customer acknowledges that the execution of crossings (*In-sich-Geschäfte*) and short selling (*Leerverkäufe*) violates statutory provisions and engages to refrain from these. Short selling is the practice of selling a security the seller does not yet own at the time of selling. The seller benefits from going short if there is a decline in the price of the sold securities because the securities do not need to be delivered until a date in the future. Covered short-selling (lending based) that serves to hedge existing positions shall be exempted from this provision. In the case of crossings, the buyer and seller are identical. In order to push a share price upward or downward, a business transaction is made to appear compliant with market requirements. Such share price manipulation violates trade practice and may be subject to prosecution by the respective supervisory authorities.

### 4.2.3.) Settlement of securities orders

Euro-denominated orders that are executed by 6:00 pm on Austrian banking days shall be billed by the bank on the same day.

To bill orders involving the conversion into a foreign currency, the regularly updated bid and offer prices shall be used. Current market developments can be viewed at "www.produkte.erstegroup.com > Markets & Trends > Currencies". Special agreements regarding price spreads shall remain valid. (For margins on bid and offer prices, fees for international payment transactions, please view the posted terms). All orders executed after 10:00 pm shall be billed upon publication of the first exchange rate on the next working day

## eps transfer

### 1) Extent of services:

eps transfer offers the possibility to pay for goods and services on the internet by direct money transfer order made on the internet. In the process, the trader's data is transferred directly into the eps transfer payment instrument.

### 2) Exclusion of revocation:

The immediate payment of goods and services purchased on the internet by eps transfer are considered guaranteed payments by the traders and cannot be revoked by the sender once the credit institution is in receipt of the payment order.

Once the business day has ended, the customer cannot revoke an eps transfer set for a future transfer date prior to the agreed date.

### 3) Instrument of payment only:

The eps transfer is a mere instrument of payment so that no objection is admissible vis-à-vis the credit institution.

### 1) Extent of services:

e-Identifikation provides a service of online identification or age verification of any natural person by comparing personal data (first name, last name, date of birth, address) declared at a merchants website with the bank recorded information.

After the clients' approval, the result of the data collation is sent to the merchant. No additional data will be transmitted, only the status reference of the verification (data ok / not-ok) is forwarded to the merchant.