

I. Information pursuant to Sect 26 in conjunction with Sect 28 of Zahlungsdienstegesetz (ZaDiG), the Austrian Payment Services Act as well as pursuant to Sects 5 and 8 of Fern-Finanzdienstleistungs-Gesetz (FernFinG), the Austrian Distance Financial Services Act, in conjunction with Sect 26 of ZaDiG

Please find this information in the Terms and Conditions printed in the following. You will, in particular, find information on the use of the credit card (Clauses II.4, II.5, II.6, II.7, II.8, II.9), the fees and exchange rates (Clauses II.11, II.12, II.13, II.15, II.18), the obligations to notify (Clauses II.5, II.9), blockage (Clause II.10), the liability of the cardholder (Clause II.9), amendments and cancellation of the credit card contract (Clauses II.3 and II.15). In addition, we inform you of the following:

- easybank AG:
 - easybank AG („bank“ for short), Wiedner Gürtel 11, 1100 Vienna, Austria
 - Registered with the company register of Handelsgericht Vienna, the competent company register court, under company register number FN150466z
 - Service contact: PayLife Service Center, P.O. Box 888, 1011 Vienna, telephone: +43 (0)5 99 06-0, e-mail: kreditkarte@paylife.at
 - easybank AG is a concessionary credit institution in accordance with Sect 1 (1) of Bankwesengesetz, the Austrian Banking Act. The competent supervisory authority is Finanzmarktaufsicht (FMA), the Austrian Financial Market Authority, Otto-Wagner-Platz 5, 1090 Vienna (<http://www.fma.gv.at>)
- easybank AG is a member of the banking division of Wirtschaftskammer Österreich, the Austrian Federal Economic Chamber, 1045 Vienna, Wiedner Hauptstrasse 63 (www.wko.at)
- easybank AG provides the following payment services: credit card services (e.g. Mastercard, Visa) are globally used cash-withdrawal and cashless-payment systems enabling cash withdrawals, cashless payments, distance-sales transactions (such as e.g. mail-/phone-order and e-/m-commerce transactions) and money transfers with access instruments (credit cards). The used services are, as a rule, billed once a month. Associated to these principal services may be ancillary services, e.g. assistance, luggage, travel and accident insurance.
- Your instruction (this is, for example, the signature of the payment voucher at the merchant's, PIN code entry, pressing the "OK" button at the terminal, the contactless waving of the card over a terminal, etc.) makes your payment order irrevocable. The handling of your payment order is settled between your dealer (merchant) and the latter's payment-service provider.
- Amounts that you have passed for payment are withdrawn by us via direct debit after the payment-service provider of the dealer (merchant) has submitted your payment order. Fees will also be withdrawn by us via direct debit.
- Unless agreed otherwise in the General Terms and Conditions, communication between you and us is in writing and in paper format. If you agree, we will communicate with you via e-mail. To the extent that this has been agreed, also other means of communications, such as telephone and fax, can be used for communicating with us. Accordingly, you can inform us, over the phone, of your request to have the card blocked, for example.
- Communication between you and us shall be in the German language. German shall also be the language of contract. Austrian law shall be applicable, also for pre-contractual relationships.
- We will be happy to provide you, on request, with a copy of this information and of the General Terms and Conditions free-of-charge at any time after contract conclusion.
- If there are any disagreements concerning the handling of your credit card payments, we will be happy to discuss them with you. For this purpose, our staff will be available at +43 (0)5 99 06-6560. You can also send us an e-mail to: kreditkarte@paylife.at. If you should not agree with a solution offered by us, you are entitled to file claims with the Gemeinsame Schlichtungsstelle der Österreichischen Kreditwirtschaft, the Joint Conciliation Board of the Austrian Banking Industry, located at A-1045 Vienna, Wiedner Hauptstrasse 63, or with a court of law. Our jurisdiction as prescribed by the relevant statutory provisions shall be Wien, Innere Stadt (Vienna, First District). You can also turn to Finanzmarktaufsicht, Otto-Wagner-Platz 5, A090 Vienna.

- Right to Rescind the Contract according to Sect 8 of FernFinG: In accordance with Sect 8 of FernFinG, you shall have the right to rescind the concluded credit card contract prior to the expiry of 14 days (date of dispatch). The time limit for rescission shall begin on the day of conclusion of the contract, with the day of conclusion of the contract being deemed as the day on which the credit card is delivered to you by the bank. If you would like to make use of your right to rescind the contract pursuant to Sect 8 of FernFinG, you are required to submit an explicit statement of your rescission to the bank, service contact: PayLife Service Center, P.O. Box 888, A-1011 Vienna. If you do not make use of this right to rescind the contract within 14 days starting from the conclusion of the contract, the credit card contract concluded by you shall be deemed as concluded for an indefinite period of time. Furthermore, we refer to the fact that, in accordance with Sect 8 (5) of FernFinG, your explicit consent shall be required for commencing the performance of the contract within the period of rescission. In such a case, we shall have the right to claim the agreed fees as well as reimbursement for expenses for services we provided before the expiry of the time limit for rescission you are entitled to in accordance with Sect 8 of FernFinG.

As of July 2016, version of March 2019

II. General Terms and Conditions for the PayLife Company Credit Cards

1.

PayLife company cards are issued by easybank AG („bank“ for short). Company cards (business cards) are credit cards issued upon the order of the future cardholder (“cardholder” for short) and a co-ordering company (designated as “company”).

The term “card” in these GTC refers to company credit cards.

The term “cardholder” in these GTC refers to the holder of a company card.

2. Conclusion of Contract, Card Ownership:

2.1. The credit card contract shall be deemed as concluded by the delivery of the credit card (“card” for short) to the cardholder (Sect 864 (1) of ABGB, the General Austrian Civil Code of Law). The cardholder shall be obliged to report immediately if his/her name is embossed incorrectly on the card. Any names being embossed incorrectly will, however, change nothing about the cardholder’s liability to fulfill the obligations that s/he entered into under the card contract. The cardholder shall be obliged to sign the card immediately on the signature field designated for this purpose, by providing the same signature as on the credit-card order form. If a Personal Identification Number (“PIN” for short) has been expressly ordered, such shall be delivered to the cardholder in an envelope separate from the card.

2.2. The card shall not be transferable and shall remain the property of the bank. A cardholder’s right to retain the card shall be excluded.

3. Duration of Agreement and Termination:

3.1. Duration of Agreement:

The credit card contract shall be deemed as concluded for an indefinite period of time. However, the respective card shall only be valid until the expiry of the embossed validity period.

3.2. Card renewal:

The bank shall be obliged to issue to the cardholder a new card for another validity period if the cardholder and/or the company does/do not submit a written declaration to the contrary two months, at the latest, before the expiry of the validity period, unless the card has been blocked pursuant to Clause 10.2. and/or a termination of contract has already been stated. In the case of blockage, the card will be renewed after blockage has been deactivated, provided that the reasons for blockage do no longer exist or have never existed.

3.3. Card/PIN Exchange:

If the cardholder wishes, for whatever reason, to have his/her card and/or PIN exchanged during a card’s validity period or if exchange should become necessary (e.g. due to a technical defect, blockage, or similar reasons), the bank shall send him/her a new card and/or a new PIN free-of-charge.

3.4. Termination:

3.4.1. Dissolution by the cardholder and/or the company:

The cardholder and/or the company is/are entitled to cancel the contractual relationship in writing at any time by observing a one-month cancellation period. In the event of good cause or prior to the entry-into-force of an amendment of the General Terms and Conditions announced by the bank pursuant to Clause 15.1., the cardholder and/or the company may dissolve the card contract in writing and with immediate effect. The cancellation or immediate dissolution shall become effective upon receipt by the bank. Existing obligations incumbent on the cardholder and/or the company are not affected by the cancellation or immediate dissolution and shall be complied with.

3.4.2. Dissolution by the bank:

The bank is entitled to cancel the contractual relationship by observing a two-month cancellation period. The cancellation shall be performed in paper format, or, provided that another form of communication than the paper format has been expressly agreed with the cardholder, on another permanent data carrier (e.g. e-mail). The bank is furthermore entitled to dissolve the contractual relationship with the cardholder early and with immediate effect in the event of good cause and to have the card withdrawn by each merchant if the continuation of the contractual relationship is unacceptable. Such good cause is, in particular, constituted if the cardholder and/or the company has/have provided the bank with incorrect information with regard to his/her/its income and financial situation and these incorrect statements have been the basis for concluding the contract, if the cardholder’s

and/or the company’s financial situation is/are likely to deteriorate considerably or has/have already considerably deteriorated and thus the risk is constituted that s/he/it will not be able to fulfil the contractual payment obligations vis-à-vis the bank for more than just a short-term period, if the cardholder and/or the company is/are repeatedly in default of settling outstanding payments despite a reminder or has/have repeatedly violated other essential obligations under this contract.

3.4.3. In the case of contract termination – for whatever reason – the annual fee shall be refunded to the cardholder on a pro-rata basis.

3.4.4. Upon contract dissolution, also the entitlement to use the card and/or to conclude legal transactions with merchants by using the card data shall cease to exist, and all outstanding amounts shall become due with the next bill.

3.4.5. After the contractual relationship has been terminated, the card shall be immediately returned to the bank.

4. Rights of the Cardholder:

4.1. The card may be exclusively used by the person specified on the card as the cardholder.

Use of the card at payment terminals:

The card entitles the cardholder to obtain from merchants of the respective credit-card organization all services usually offered by them (e.g. goods, services or cash withdrawals) – also via respectively-labeled self-service facilities – cashless and by presenting the card. Such is carried out either by presenting the card and signing a payment voucher or, at machines/card terminals, by inserting or swiping the card at the machine/card terminal and PIN entry (without signing a payment voucher) or contactless with a card equipped with a NFC function for contactless payment at (respectively-labeled) NFC-ready terminals by merely waving the card over the NFC-ready terminal (without signing a payment voucher and without PIN entry). According to the respective type of underlying transaction and type of withdrawal, the payment may be limited to a maximum amount. Accordingly, NFC payments, for example, are limited to maximum amounts as prescribed in Clause 18.1., with these maximum amounts possibly varying according to country and/or Point of Sale.

4.2. Using the card in distance sales:

The card entitles the cardholder to obtain from merchants services offered by the latter in the framework of distance sales (Sect 5a of KSchG, the Austrian Consumer Protection Act) via written or telephone orders cashless and without presenting the card to the extent that this option is provided for by the respective merchant. This also applies for the conclusion of legal transactions on the Internet or if a mobile end device (e-commerce, m-commerce) is used. In that regard, Clause 5.3. shall be considered in any event.

4.3. Using the card at self-service facilities (e.g. Automated Teller Machines):

The cardholder is entitled to use respectively labeled self-service facilities for obtaining services and cash up to a maximum limit which may vary according to the self-service facility used and to carry out the payments or withdrawals associated hereto with the card. When self-service facilities are used, the maximum limit depends on the technical installations as well as on the agreements made with the cardholder. Accordingly, cash withdrawals at Automated Teller Machines are limited to maximum amounts as prescribed in Clause 18.1., with these maximum amounts possibly varying according to country and/or Automated Teller Machine.

5. Obligations of the Cardholder:

5.1. To the extent that the payment order is given by the cardholder rendering his/her signature, such signature shall match the signature on the card. A deviating cardholder’s signature shall change nothing about the cardholder’s liability regarding the fulfillment of the obligations s/he entered into with the card.

5.2. The cardholder shall be entitled to use the card or the card data for payment purposes only as long as

- The contractual relationship exists,
- The card is valid and
- S/he/the company can fulfil the obligations under the card contract pursuant to Clause 11. on time and maintains, for this purpose, a direct debit order for debits for the duration of the Agreement and ensures sufficient coverage on his/her/its account.

5.3. To the extent possible, electronic payment orders should only be carried

out in encrypted systems in which data are transferred solely via the https (Hyper Text Transfer Protocol Secure) connection protocol. If dealers (the merchant) offer the 3D Secure Service (Verified by Visa or Mastercard Secure Code), the cardholder is obliged to use such system. In the framework of the 3D Secure Service, the cardholder is unmistakably identified as the legitimate cardholder by way of a self-selected password. Registration for the 3D Secure Service is possible free-of-charge at www.paylife.at. For using the 3D Secure Service, the cardholder is required to provide his/her mobile-phone number and e-mail address. Any costs arising from text-message receipt shall be borne by the cardholder himself/herself. Other than that, using the service is free of charge. For registration for and use of the 3D Secure Service, Special Terms and Conditions shall be applicable that are accessible at www.paylife.at/agb and must be accepted by cardholders in the course of registration.

Warning note: For security reasons, the bank retains the right to not technically perform transactions if no secure system is used for the transaction in question, and, in particular, if the cardholder has not registered for the 3D Secure Service and the respective dealer (merchant) offers the handling of transactions via the 3D Secure Service. In such a case, the bank will, in any event, grant the cardholder the possibility to register for the 3D Secure Service in the course of such transaction and to perform the transaction after that.

- 5.4. The cardholder and/or the company shall be obliged to pay the annual fee. Unless agreed otherwise in specific cases, the annual fee shall be due, respectively, on the first day of the month following the month specified in the validity period information (example: if 08/year is embossed on the card as validity period, the annual fee shall be respectively due on 1 Sept).
- 5.5. The bank shall be entitled to inquire information on the cardholder's and the company's creditworthiness at any time. The cardholder and the company shall be obliged to provide the bank with the information and documents required for such inquiries.
- 6. Order, In-Blank Orders:**
- 6.1. Order:
In the event of the cardholder obtaining a merchant's service by using the card or the card data, s/he shall be obliged to irrevocably instruct the bank to pay the amount invoiced to the cardholder by the merchant. The bank shall accept such order already now. The cardholder undertakes to refund to the bank the amount passed for payment without raising objections regarding the underlying transaction (with the merchant).
- 6.2. According to the type of card use, the payment order shall be deemed irrevocable as soon as the cardholder enters the PIN or, if, in addition to PIN entry, further confirmation is required, as soon as the cardholder provides such confirmation (e.g. if s/he presses the "OK" button at payment terminals), or, in the framework of the 3D Secure Service, enters the password (self-selected by the cardholder) in the course of electronic transactions and the mobile transaction number (mobileTAN) generated for the respective payment process or signs the payment voucher or, in the course of contactless payment (NFC procedure), swipes the card at a NFC payment terminal or provides to the merchant, over the phone, electronically (via Internet) or in writing, all card data required for carrying out the transaction (i.e. cardholder's first name and surname, credit card number, validity date of the credit card, card verification code and invoice address).
- 6.3. In-blank orders:
If a declaration on an order is submitted that does not include a specific invoice amount, the cardholder shall be liable for the payment of the amount submitted to the bank by the merchant. Yet in such a case, the cardholder shall have a claim to refund, if the amount submitted for payment exceeds the amount that the cardholder could have reasonably expected according to the spending habits displayed by him/her so far, to the conditions set forth in the card contract and to the respective circumstances of the specific case. The cardholder shall be obliged to provide evidence for such circumstances on request by the bank. The claim to refund shall be asserted by the cardholder vis-à-vis the bank within eight weeks after the card account has been debited; else, the claim to refund shall be excluded. Caution: Such in-blank orders are required by e.g. hotels and car rental companies. In such a case, please check particularly thoroughly the concluded contract and how it is billed!
- 7. Disagreements between Card Holder and Merchant:**

The cardholder and/or the company shall clarify disagreements concerning

the underlying transaction (for example, with regard to the invoiced amount or warranties) only directly with the merchant. Also in such cases, there shall be an obligation vis-à-vis the bank to refund the amount paid by the bank to the merchant and to settle the monthly bills pursuant to Clause 11.

8. Card Usability, Liability of the bank:

- 8.1. The bank shall not be liable for a merchant refusing to accept the card or for a transaction not being carried out due to a technical default, unless such has been caused by grossly culpable misconduct of the bank. Upon the receipt of the payment order by the bank, the bank shall be strictly liable for payment orders not being performed at all or for payment orders being performed incorrectly.
- 8.2. If the cardholder operates a self-service device incorrectly, the card may be withdrawn for security reasons. The cardholder shall agree with such security mechanism. If the cardholder and the company have not ordered a PIN, the card cannot be used at payment terminals at which PIN entry is required.
- 8.3. Limitation of liability: the bank shall be liable without limitation for damages caused due to gross negligence or willful intent as well as for personal injury. In the event of damages caused due to slight negligence, liability shall be limited to damages arising from the violation of primary contractual obligations the fulfilment of which enables an orderly performance of the contract in the first place and in the compliance with which the cardholder trusts and may trust on a regular basis; in such a case, liability shall be limited to typical foreseeable damage.

9. Obligations and Liability of the Cardholder:

- 9.1. When using the card, the cardholder shall comply with the conditions laid down for its issuance and use, to the extent that these are set forth in these General Terms and Conditions. Immediately after receipt of the card, s/he shall be obliged to arrange for all reasonable precautions to protect the card and the PIN against unauthorized access.
- 9.2. In this process, the cardholder in particular undertakes to safekeep the card and separate from the PIN which must be kept secret. As unsafe custody shall, in particular, be deemed:
- Storage of the card in a way that third parties can get hold of it in an unauthorized manner and without major effort;
 - Storage of the PIN together with the card;
 - Noting down the PIN on the card;
 - Using the card and the card data for purposes other than payment transactions;
 - Handing over the card or the card data to third parties, unless for the purpose of making a payment in a scope absolutely necessary for the payment, to the merchant and the merchant's employees. In no event shall the PIN be disclosed. When using the PIN and the card data, it shall be ensured that they cannot be spied out by third parties.
- 9.3. As soon as the cardholder or the company becomes aware of the loss, theft, misuse or any other use of the card or of the card data not authorized by the cardholder, s/he/it shall notify the bank thereof without any delay. In this context, it is prohibited to disclose the PIN to the bank employees. For such notification, the bank provides a telephone hotline which is available 24/7 (Clause 10.1.).
- 9.4. If the cardholder or the company realizes that a payment process has not been authorized or has been carried out incorrectly, s/he/it shall notify the bank thereof immediately after s/he/it has become aware thereof, i.e. without culpable delay, if s/he/it requests the bank to rectify the payment process (obligation to submit complaints). The time limit provided to the cardholder for notifying the bank in order to obtain rectification shall end, at the latest, 13 months after the day of debit or credit. This shall not affect other claims that the cardholder has against the bank or the merchant.
- 9.5. Liability for non-authorized payment processes:
- 9.5.1. In the event of a non-authorized payment process, the bank shall, immediately after the bank has been notified thereof, refund to the cardholder the amount of the non-authorized payment process by rectifying the bill. If the amount of a non-authorized payment process stated in the bill has already been withdrawn by the bank or paid by the cardholder or the company, the bank shall be obliged to immediately provide such amount to the cardholder by crediting it to the account announced to the bank.

9.5.2. If the non-authorized payment process is based on card misuse involving the use of personalized security details (signature, PIN, passwords and mobileTAN), the cardholder and the company shall be obliged to compensate the bank for the entire damage that the bank has incurred as a result of the non-authorized payment process, provided that s/he has enabled such damage through fraudulent dealing or has caused such damage by deliberate or grossly negligent violation of one or several provision(s) of these General Terms and Conditions governing the issuance and use of the card. If the cardholder has violated these obligations and provisions only in a slightly negligent manner, his/her liability to compensate for the incurred damage shall be limited to EUR 50.00. The same applies for the company's liability. In the event of apportioning, if any, of the liability for damage between the bank and the cardholder, it is in particular the nature of the personalized security details as well as the circumstances under which the loss, theft or misuse of the payment instrument took place which shall be taken into account.

9.5.3. If the non-authorized use of the card occurred after the cardholder or the company has notified the bank of the loss, theft, misuse or any other non-authorized use of the card, Clause 9.5.2. shall not be applicable unless the cardholder and/or the company has/have acted in a fraudulent manner. The same shall apply if the bank has failed to comply with the obligation to ensure that the cardholder or the company has the possibility, at any time, to notify the loss, theft, misuse or non-authorized use of the card.

10. Card Blockage:

10.1. The cardholder and/or the company shall be entitled, at any time, to request blockage of the card. In cases under Clause 9.3., the cardholder and the company shall be obliged to request card blockage. For this purpose, the bank provides the international blockage emergency hotline +43 (0)5 99 06-4500 which can be reached 24/7. The bank shall be obliged to block the card in both cases.

10.2. The bank is entitled to block the card without involving the cardholder, if

10.2.1. Such is justified by objective reasons existing in connection with the security of the card, of the card data or of the systems that can be used together with it,

10.2.2. Non-authorized or fraudulent use of the card or of the card data is suspected,

10.2.3. There is a considerably elevated risk that the cardholder and/or the company cannot fulfil, vis-à-vis the bank, his/her/its payment obligations arising from the use of the card or of the card data. This is, in particular, the case, if the cardholder or the company is repeatedly in default of settling outstanding payments despite a reminder, or if insolvency proceedings have been filed against the assets of the company or of the cardholder.

10.3. To the extent possible, the bank shall inform the cardholder and the company before card blockage, yet at the latest immediately after card blockage, on the card blockage and its reasons in writing, or via e-mail, provided that communication per e-mail has been agreed. This shall not apply if it is in violation of statutory provisions or instructions issued by a court or an authority stipulating that the information on blockage might elevate the security risk and if card blockage was performed on the cardholder's and/or company's request. If a card has been blocked by the bank in cases under Clause 10., the cardholder and the company have the possibility, at any time, to apply for deactivation of blockage or for the issuance of a new card, to the extent that the reasons for blockage do no longer exist or have never existed.

10.4. Blockage and its deactivation are free of charge.

10.5. If the card has been blocked, merchants shall be entitled to withdraw the card with which the cardholder and the company agree.

10.6. A card which had been reported as lost or stolen and which has been recovered later on must no longer be used by the cardholder and shall be returned to the bank in a cancelled state.

11. Billing:

11.1. If the cardholder has used services with the card within the last billing period, s/he or the company (according to what is stated in the card order form or according to the bill addressee communicated to the bank by the company later on) shall receive, at least once a month, a bill on these services. With regard to transfer of the monthly bill, the cardholder and/or

the company may request the provision of the bill as a download instead of delivery in paper format. Such request shall be sent to the bank in writing (either through the post or per e-mail). For sending the monthly bill in paper format, the bank shall be entitled to charge an appropriate cost refund (Clause 18.10.). If provision of the bill as a download has been agreed, the bill will be available on the website agreed for download in the course of registration. If there is a valid contractual relationship with the cardholder and the company already at the point-in-time of the entry-into-force of these GTC, the transfer mode used so far shall be applied. The cardholder and the company may request at any time that the respective mode of transfer be changed. If the cardholder and the company submit diverging declarations, transfer shall be made in the mode requested by the company. After receipt of a change request, the monthly bill shall be communicated or made accessible in the future by using the respectively other transfer mode within one week.

11.2. The amount specified in the bill shall be immediately due for payment and shall be withdrawn via direct debit upon the date indicated in the bill (debit date). The cardholder and the company commission the bank to debit the invoice amount including default interest and fees as well as the annual fee from the bank account last specified by the company itself and the company undertakes to ensure respective account coverage. For cash pay-outs, a fee is charged the amount of which is defined in Clause 18.2. If ATM operator fees are incurred at ATMs, these shall be borne by the cardholder. S/he and the company agree with the payment of such fee and with settling via card billing. The cardholder and/or the company undertake(s) to immediately notify the bank of any change of the bank details and to give a direct debit order for debits pursuant to Clause 5.2. to the bank for the new account.

11.3. For providing a copy of the bill as well as a copy of the payment voucher pertaining to a payment transaction included in the bill, the bank shall be entitled to charge fees as prescribed in Clauses 18.8. and 18.9.

12. Foreign Currency:

Billing by the bank (Clause 11.) shall be in Euros. Card transactions made in the Euro currency outside Euro-zone member states as well as card transactions made in a non-Euro currency shall entitle the bank to charge a handling fee as prescribed in Clause 18.4. If the cardholder commissions a payment order in a non-Euro currency, the account last indicated by the company itself shall be debited in Euros. For converting transactions made out in a foreign currency, the bank shall use, as a reference exchange rate, the exchange rate formed by Mastercard for the respective currency on the basis of various wholesale rates (taken from independent international sources such as e.g. Bloomberg, Reuters) or of rates fixed by the state. This reference exchange rate can be retrieved at www.Mastercard.com/global/currencyconversion/. If no Mastercard rate is available, the conversion rate made available by the OANDA Corporation for the respective currency (published on www.paylife.at) shall be deemed as reference exchange rate. The exchange rate charged to the cardholder is made up of the reference exchange rate plus sell spreads. These amount to

- 1% for EEA currencies, Swiss francs (CHF), US dollars (USD), Australian dollars (AUD), Canadian dollars (CAD);
- 1.5% for all other currencies.

The exchange rate charged to the cardholder is published by the bank on the www.paylife.at website. The effective date for conversion shall be the day on which the foreign-currency transaction is submitted to the bank by the respective merchant. If such day is a Saturday, Sunday, or legal holiday, the claim is deemed as received on the following bank working day. The same applies if the claim is received by the bank on a working day, yet after business hours (6 p.m.). The bill contains the foreign-currency transaction, the applied exchange rate as well as the effective date for conversion. On the www.paylife.at website the cardholder can check the exchange rate on the effective date applicable for conversion and thus verify if the bill is correct.

13. Default of Payment:

If the cardholder or the company is in default of bill settlement, the bank shall be entitled to request

- Refund of the charges as prescribed in Clause 18.3. incurred due to such delay for each return debit as well as, in the event of culpable delay, the costs for reminders as prescribed in Clause 18.7. as well as
- Default interest on the respectively outstanding amount which is laid down in Clause 18.6. Interest accrual shall start on the day following the date of the respective bill (date of invoice). Interest shall be calculated, capitalized and accrued by the day and on a monthly basis at the point-in-time of billing

for a calculation period respectively commencing one day after the previous bill and ending on the day of the next bill. Incoming payments made by the cardholder or the company are first offset against interest, then against costs, and, after that, against capital.

14. Company Cards

- 14.1. The cardholder and the company shall be jointly and severally liable for all obligations arising from the company card contract, and, in particular, for the on-time settlement of the bill. The company's liability for private expenses of the cardholder shall be limited to 10% of the invoiced amount (provided that respective proof is furnished), if the company objects in writing within a period of 30 days after billing by at the same time furnishing billing evidence (Clause 11.)
- 14.2. As soon as the filing of insolvency proceedings against the company's or cardholder's assets becomes valid in law, the cardholder shall be exempt from liability, vis-à-vis the bank, for the transactions made with the company card – the billing of which has been agreed between the company and the bank – only to the extent s/he is an employee and that such expenses do not constitute private expenses of the cardholder, that these transactions are not refunded to the cardholder on the basis of legislation governing insurance against non-payment in the case of insolvency, and that the cardholder has objected the billing after the occurrence of insolvency, yet within 60 days, at the latest, after delivery of an account statement including such transactions. The cardholder shall be obliged to provide the bank, without any delay, with all documents and information regarding the transactions and to provide the bank with all information that is due and that s/he is in a position to render. The effective-in-law filing of insolvency proceedings against the company's assets shall be considered equal to the effective-in-law refusal of insolvency proceedings for lack of an insolvency estate.

15. Amendments of the General Terms and Conditions, the Scope of Services and the Fees

- 15.1. Amendments of these General Terms and Conditions and of the scope of services shall be provided to the cardholder and the company in the format chosen by them (paper format or e-mail) to the address last provided to the bank by them. If diverging (e-mail) addresses have been provided to the bank by the cardholder and the company, deliveries will be made to the (e-mail) address last provided by the cardholder. The amendments of the Terms and Conditions and of the scope of services shall be deemed as approved and agreed if the cardholder or the company do not object within 2 months starting from delivery, provided that such amendments are required due to new laws or legislation or technical innovations (e.g. new card products, new card functions) or must be ensured for reasons associated with the safe operation of a credit card company, and thus the primary obligations of the bank under the credit card contract are limited by not more than a marginal extent. Any amendments going beyond that shall be subject to the explicit consent of the cardholder and of the company which must be given either in writing to the bank, service contact: PayLife Service Center, P.O. Box 888, A-1011 Vienna, or via e-mail to service@paylife.at. If no explicit consent is given, the contract shall remain valid, yet the bank shall be entitled to cancel such contract by observing a two-month cancellation period (cf. Clause 3.4.2.). The same cancellation right of the bank shall apply in the case of explicit objection of the cardholder or the company regarding the amendments of the General Terms and Conditions.
- 15.2. Changes of the fees, the exchange rates and interest rates shall (except for cases under Clause 15.4.) be provided to the cardholder and the company in the format chosen by them (paper format or e-mail) to the address last provided to the bank by them. If diverging (e-mail) addresses have been provided to the bank by the cardholder and the company, deliveries will be made to the (e-mail) address last provided by the cardholder. The changes shall be deemed as approved and agreed if the cardholder or the company does not object within 2 months starting from delivery, provided that the fee increase does not exceed 10% of the last applicable fee. The reduction of fees, exchange rates and interest rates shall be admissible to an unlimited extent. Any fee amendments going beyond that shall be subject to the explicit consent of the cardholder and of the company which must be given either in writing to the bank, service contact: PayLife Service Center, P.O. Box 888, A-1011 Vienna, or via e-mail to service@paylife.at. If no explicit consent is given, the contract shall remain valid, yet the bank shall be entitled to cancel such contract by observing a two-month cancellation period (cf. Clause 3.4.2.). The same

cancellation right of the bank shall apply in the case of explicit objection of the cardholder or of the company regarding the amendments of the fees.

- 15.3. When sending the information on the changes, the bank undertakes to refer in writing to the two-month period, its commencement and to the interpretation of the cardholder's or company's conduct and/or to the requirement of explicit consent. In this letter, the bank shall expressly refer to the fact that the fruitless expiry of the time limit under the conditions specified in Clause 15.1. and/or 15.2. shall lead to the acceptance of the changed Terms and Conditions. The bank undertakes to refer to the right to cancel the credit card contract free-of-charge and with immediate effect before the amendment enters into force.
- 15.4. In deviation from Clauses 15.1. through 15.3., the bank is entitled to apply amendments of exchange rates or interest rates as prescribed in Clauses 18.5. and 18.6. without prior notification of the cardholder and of the company, if the reference exchange rate as prescribed in Clause 18.5. or the reference interest rate as prescribed in Clause 18.6. change.

16. Change of Card Holder's Address and e-mail address:

The cardholder and the company shall be obliged to inform the bank of any change of their addresses, and, if they have provided another postal address, also of any change of their postal addresses, and, if communication via e-mail has been agreed, also of any change of their e-mail addresses in the communication form agreed with the bank (in writing or via e-mail). If the (postal) address and/or e-mail address has been changed, yet the bank was not notified of such change, a declaration made by the bank vis-à-vis the cardholder and the company shall be deemed as effective as of the point-in-time as of which it would have been delivered to the cardholder and/or the company under regular postal delivery conditions to the (postal) address or e-mail address last provided to the bank by the cardholder and/or the company without the address or e-mail address having been changed, with the bank being obliged to attempt delivery to both addresses in the event that it has been provided with the cardholder's and/or the company's (postal) address as well as with the cardholder's and/or company's e-mail address. If diverging (e-mail) addresses have been provided to the bank by the cardholder and the company, deliveries will be made to the (e-mail) address last provided by the cardholder. In the event of delivery problems caused due to the cardholder's and/or company's fault (in particular, in the case of violation of the obligation pursuant to Clause 16. at hand), the bank reserves the right to inquire the cardholder's and the company's address (against a fee as set forth in Clause 18.11. and prescribed for each inquiry attempt). An attempt to deliver the notification to a thus inquired address shall not affect the effectiveness of delivery to the (postal) address last provided by the cardholder himself/herself.

17. Applicable Law:

- 17.1. Austrian law shall be applicable.
- 17.2. For contracts concluded with entrepreneurs for the purposes of Sect 1 of KSchG, the Austrian Consumer Protection Act, Wien, Innere Stadt (Vienna, First District) shall be deemed as exclusive place of jurisdiction.
- 17.3. For contracts concluded with consumers for the purposes of Sect 1 of KSchG, the statutory places of jurisdiction shall be applicable.

18. Interest, Fees, Cost Refund, Amount and Liability Limits:

- 18.1. Domestic maximum limits as prescribed in Clause 4.1.:
- | | |
|--|--------------|
| Cash withdrawal:
(for seven days, respectively) | EUR 1,200.00 |
| NFC payment (without PIN entry): basically per transaction unless individual merchants accept higher amounts | EUR 25.00 |
- 18.2. Cash-payout fee as prescribed in Clause 11.:
at minimum
- | | |
|--|----------|
| | 3.3% |
| | EUR 3.50 |
- 18.3. Return debit fees as prescribed in Clause 13.:
the respectively charged bank fees plus a processing fee of
- | | |
|--|----------|
| | EUR 3.00 |
|--|----------|
- 18.4. Handling fee as prescribed in Clause 12.: 1.65%
- 18.5. Reference exchange rate as prescribed in Clause 12.:
Master Card foreign-currency rate, if such is not available: rate fixed by OANDA Corporation
- 18.6. Default interest rate as prescribed in Clause 13.: 10% above the respective base interest rate (= reference interest rate) of the Austrian National Bank.
- 18.7. Reminder fees as prescribed in Clause 13.:

In the case of an outstanding amount of up to EUR 100.00	EUR 6.00
from EUR 101.00 to EUR 500.00	EUR 12.00
from EUR 501.00 to EUR 1,000.00:	EUR 18.00
above EUR 1,001.00	EUR 24.00

- 18.8. Fee for copy of bill as prescribed in Clause 11.: EUR 1.50
- 18.9. Fee for copy of payment voucher as prescribed in Clause 11.: EUR 3.50
- 18.10. Cost refund for sending monthly bill in paper format as prescribed in Clause 11.1. (from Aug 1st, 2017): EUR 1.10
- 18.11. Fee for address inquiries as prescribed in Clause 16.: EUR 3.30
- 18.12. The cardholder shall bear the costs for using distance-communications media.

19. Warning Note:

- 19.1. Some points of sale, the services of which are paid for by using the card, may charge fees in addition to the fee payable for their services (e.g. ATMs). This is beyond the control of the bank. Thus, it is recommended to obtain information beforehand on any fees which may be charged. At Automated Teller Machines, customers will, as a rule, receive respective information at the machine before the transaction is performed, with the bank having no influence whatsoever also on this matter.
- 19.2. The maximum amounts accepted for cash pay-outs and NFC payments (contactless) may vary according to country and/or Automated Teller Machine. The bank has no influence on this matter and advises cardholders to obtain respective information beforehand, especially when travelling abroad.
- 19.3. Some merchants (in particular abroad) will only accept the card for payment purposes if the cardholder also provides I.D. (for example, by presenting an I.D. with photograph). Thus, the bank advises cardholders to always have an I.D. with photograph on them in addition to the card. The bank advises cardholders to also take other means of payment with them in addition to the card, especially when travelling abroad.
- 19.4. The credit card cannot be used at merchants operating on the Internet for the purpose of payment if such request handling via the 3D Secure Service as a secure system and the cardholder has not yet registered for the 3D Secure Service.
- 19.5. In individual cases, technical faults occurring before the bank has received the respective payment order may lead to unsuccessful transactions. Such technical faults as well as the non-acceptance of a card or refusal of a transaction by individual merchants may result in the bank not receiving a payment order. This results in the fact that no payment process is triggered and no payment is made by the bank.
- 19.6. The bank cannot guarantee the all-time availability and functional operability of Automated Teller Machines.

As of July 2016, version of October 2017