

## 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-Finanzdienstleistungsgesetz (FernFinG), the Austrian Distance Financial Services Act, in conjunction with Sect 26 of ZaDiG, and pursuant to Sect 19 of E-Geld-Gesetz, the Austrian e-Money Act, for non-rechargeable PayLife Austrian Prepaid Cards:

Please find this information in the Terms and Conditions printed in the following. You will, in particular, find information on the use of the prepaid card (Clauses II.5, II.9, II.10), the fees and exchange rates (Clauses II.10, II.13, II.14, II.19), the conditions for change-back (Clauses II.10, II.17), obligations to notify (Clauses II.11, II.12), blockage (Clause II.12), liability of the cardholder (Clause II.11), amendments and cancellation of the card contract (Clauses II.15, II.17). In addition, we inform you of the following:

- easybank AG:
  - easybank AG ("bank" for short), Quellenstraße 51-55, A-1100 Wien
  - 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, A-1011 Vienna, telephone: +43 (0)5 99 06-0, e-mail: [service@paylife.at](mailto:service@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, A-1090 Vienna (<http://www.fma.gv.at>)
- easybank AG provides the following payment services: The Mastercard Service is a globally used payment and cash-withdrawal system enabling e.g. prepaid-card transactions at Automated Teller Machines (hereinafter: "ATMs") and cashless payments at trading and service companies (hereinafter: "merchants").
- Your instruction (this is, for example, the signature of the payment voucher at the merchant's, PIN entry, pressing the "OK" button at the 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- Amounts that you have passed for payment are withdrawn from the balance loaded on the prepaid card after the dealer's payment-service provider (merchant) has submitted your payment order. Fees will also be withdrawn by us from the balance loaded on the prepaid card.
- Unless agreed otherwise in the General Terms and Conditions, communication between you and us will be 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. Thus, you can inform us, over the phone, of your request to have your 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 document and of the General Terms and Conditions at any time after contract conclusion free-of-charge.
- If there are any disagreements concerning the handling of your prepaid-card payments, we will be happy to solve them with you. For this purpose, our staff will be available at +43 (0)5 99 06-6100. You can also send us an e-mail to: [service@paylife.at](mailto:service@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, A-1090 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 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 prepaid

card has been delivered or handed over 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 card contract concluded by you shall be deemed as concluded for a period of 180 days (starting from issuance and handing-over of the prepaid card to you). 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.

- Right to Cancellation: You are entitled to cancel the contract concluded by you in writing at the respective month's end and by observing a one-month cancellation period.

As of July 2016, version of October 2017

## II. General Terms and Conditions for Non-Rechargeable PayLife Austrian Prepaid Cards

These General Terms and Conditions shall govern the legal relationship between the holder (hereinafter: "cardholder") of a non-rechargeable PayLife Austrian Prepaid Card (hereinafter: "prepaid card") on the one hand and easybank AG ("bank" for short) on the other hand.

### § 1 Definitions:

- 1.1. PayLife Austrian Prepaid Card ("prepaid card" for short):  
A payment card issued by the bank exclusively for the purpose of compensation payments in connection with legal provisions regarding aviation passenger rights or other civil-law claims due to damage events in the framework of air traffic, offering the special feature that with it payments and cash withdrawals can be made only up to the amount with which it has been loaded beforehand (Clause 10). Payments can be made by presenting the prepaid card and the cardholder providing his/her signature or by PIN entry. The card is not rechargeable.
- 1.2. Personal Identification Number (PIN, a personal code):  
The PIN is a combination of digits that the cardholder receives together with his/her prepaid card. PIN entry enables use of the prepaid card for cash withdrawals and payments. The PIN shall be known to no other person than the cardholder (Clause 1.4).
- 1.3. Customer Control Number:  
The Customer Control Number is handed over to the cardholder in writing together with the card and serves the purpose of identification when using the prepaid-card services offered by the bank on the Internet (e.g. retrieval of the loaded balance). With the Customer Control Number it is not possible to dispose of loaded amounts.
- 1.4. Cardholders:  
Persons having acquired such prepaid card issued by the bank.
- 1.5. Maestro Service:  
The Maestro Service is a globally used payment and cash-withdrawal system enabling e.g. prepaid-card transactions at Automated Teller Machines (hereinafter: "ATMs") and other self-services systems such as e.g. ticket machines and beverage vending machines as well as cashless payments at trading and service companies (hereinafter: "merchants").
- 1.6. Payment terminals:  
Are data terminals located at merchants as well as personal data terminals (all referred to as "POS terminal" hereinafter).
- 1.7. POS transactions:  
Are all cashless transactions performed via payment terminals.

### § 2 Conclusion of Contract:

The card contract shall be deemed as concluded by the handing-over of the prepaid card to the client (Sect 864 (1) of ABGB, the General Austrian

Civil Code of Law). The cardholder shall be obliged to sign the prepaid card immediately, by providing the same signature as on the declaration of consent, on the signature field designated for this purpose. Together with the prepaid card, the cardholder receives a PIN.

### § 3 Card Ownership:

The card shall not be transferable and shall remain the property of the bank. A card holder's right to retain the card shall be excluded.

### § 4 Validity of the Prepaid Card:

- From issuance and handing-over to the cardholder, the card shall be valid for 180 days. On the prepaid card itself, no validity period is specified.
- After expiry of the period of validity of the prepaid card, the cardholder is no longer entitled to use the prepaid card for making payments or withdrawing cash from ATMs. S/he shall, however, be entitled to make use of the options for unloading the card in accordance with Clause 17.4.

### § 5 Rights of the Cardholder:

The card entitles the cardholder to withdraw cash with the prepaid card and the PIN up to the loaded amount from ATMs located domestically and abroad and bearing the Maestro logo and to make cashless payments at payment terminals (also self-service facilities such as e.g. ticket machines or beverage vending machines) bearing the Maestro logo, with the prepaid card and the PIN or by rendering his/her signature, for goods and services at merchants located domestically and abroad and to the extent that such payments are covered by the loaded amount. Such is carried out either by presenting the card and signing a payment voucher or, at machines/card terminals, by inserting the card in the opening designated for this purpose and PIN entry (without signing a payment voucher). According to the respective type of underlying transaction and type of withdrawal, the payment may be limited to a maximum amount. Accordingly, cash withdrawals from Automated Teller Machines are limited to maximum amounts as prescribed in Clause 19.9, with these maximum amounts possibly varying according to country and/or Automated Teller Machine.

### § 6 Obligations of the Cardholder:

- To the extent that the payment order has been 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 card holder's liability regarding the fulfillment of the obligations s/he entered into with the card.
- The cardholder shall be entitled to use the card or the card data for payment purposes only as long as
  - The contractual relationship exists and
  - The card is valid.

### § 7 Payment Instruction:

- 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 instruction already now. The cardholder commissions the bank to debit the invoiced amount including fees from the balance on his/her prepaid card.
- According to the type of card use, the payment order shall be deemed irrevocable as soon as the cardholder enters his/her 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 signs the payment voucher.
- Note: If the technical system via which the transaction is carried out requires PIN entry, a payment order can only be carried out if the cardholder enters his/her PIN.

### § 8 Disagreements between Cardholder and Merchant:

The cardholder shall clarify disagreements concerning the underlying transaction (for example, with regard to the invoiced amount or warranties) only directly with the merchant. The bank shall assume no liability resulting from the underlying transaction concluded between the cardholder and the merchant.

### § 9 Information on Prepaid-Card Transaction Data and Credit Balance:

- The cardholder can inquire the balance and/or the transaction data of his/her prepaid card at any time by providing his/her Customer Control Number on the bank website at [www.paylife.at/balance](http://www.paylife.at/balance).
- The bank shall also be entitled to install other systems for the inquiry of the balance and/or transaction data. Such inquiry systems are either announced at the Internet address specified under Clause 9.1 or made available to the cardholder in another appropriate form.
- The fee for inquiring the credit balance and/or the transaction data as prescribed in Clause 9.2 is set forth in Clause 19.3.
- The cardholder is advised to check his/her credit balance after each transaction, to verify if such credit balance corresponds to the performed transactions and to store the data queried in this process.

### § 10 Loading and Unloading / Change-Back During Validity Period:

- The prepaid card can be loaded once with an amount between EUR 10.00 and EUR 750.00.
- The balance available on the prepaid card can be changed back at the bank at any time either in full or in part during the validity period. The balance shall be changed back free-of-charge within one year after prepaid card expiry. If change-back is requested before expiry of the prepaid card validity or after more than one year after the expiry of the prepaid card validity, the cardholder shall pay a change-back fee as prescribed in Clause 19.5.
- In any event, change-back can only be carried out if the cardholder provides his/her name, place of residence, card number, expiry date and bank details in writing. If the recipient account is held at a credit institution within the SEPA payment area, the International Bank Account Number (IBAN) and the Business Identifier Code (BIC) must be provided. If the recipient account is held at a credit institution outside the SEPA payment area, the account number and SWIFT code must be provided. The costs incurred for international money transfer shall be borne by the cardholder in their entirety.
- Loaded amounts are not paid interest on.

### § 11 Obligations and Liability of the Cardholder:

- 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 the General Terms and Conditions at hand. 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.
- In this process, the cardholder in particular undertakes to keep the card in safe custody and separated 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.
- As soon as the cardholder becomes aware of the loss, theft, misuse or any other use of the card or of the card data not authorized by him/her, s/he 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 12.1).
- If the cardholder realizes that a payment process has not been authorized or has been carried out incorrectly, s/he shall notify the bank thereof immediately after s/he has become aware thereof, i.e. without culpable delay, if s/he 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 very 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.

**11.5. Liability for non-authorized payment processes:**

11.5.1. 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 crediting it to the card (loading with the respective amount).

11.5.2. If the non-authorized payment process is based on card misuse involving the use of personalized security features (signature, PIN), the cardholder 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. 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 features as well as the circumstances under which the loss, theft or misuse of the payment instrument took place which shall be taken into account.

11.5.3. If the non-authorized use of the card occurred after the cardholder has notified the bank of the loss, theft, misuse or any other non-authorized use of the card, Clause 11.5.2 shall not be applicable unless the cardholder has acted in a fraudulent manner. The same shall apply if the bank has failed to comply with the obligation to ensure that the cardholder has the possibility to notify, at any time, the loss, theft, misuse or non-authorized use of the card.

**§ 12 Card Blockage:**

12.1. The cardholder shall be entitled, at any time, to request blockage of his/her card. In cases under Clause 11.3, the cardholder shall be obliged to request blockage of his/her card. 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.

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

12.2.1. Such is justified by objective reasons existing in connection with the safety of the card, the card data or the systems that can be used together with it, and, in particular, if the cardholder already has 3 rechargeable prepaid cards from the bank; in this case, the bank shall be entitled to immediately block any additional rechargeable prepaid card that the cardholder acquires;

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

12.3. To the extent possible, the bank shall inform the cardholder 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 or if card blockage was performed on the cardholder's request. If a card has been blocked by the bank in cases under Clause 12, the cardholder has the possibility, at any time, to commission the issuance of a new card, to the extent that the reasons for blockage are no longer existent or have never existed.

12.4. Blockage is free-of-charge for the cardholder.

12.5. If the card has been blocked, merchants shall be entitled to withdraw the card.

12.6. 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.

**§ 13 Fees:**

13.1. The cardholder undertakes to pay the agreed fees. These are set forth in Clause 19.

13.2. For using cash pay-outs and POS transactions (from a certain number onwards) a fee is charged the amount of which is defined in Clauses 19.1 and 19.2. Card transactions made in the Euro currency outside Euro-zone member states as well as card transactions made in a non-Euro currency (Clause 14) shall entitle the bank to charge a handling fee as prescribed in Clause 19.6.

13.3. Fees shall be debited from the balance on the card. If the balance available on the card should not be sufficient, this will result in an immediately-due claim of the bank against the cardholder. The cardholder undertakes to pay the respective amount immediately after fee notice.

**§ 14 Foreign Currency:**

Billing by the bank of the transactions performed with the prepaid card 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 19.6. If the cardholder commissions a payment transaction in a non-Euro currency, his/her account 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/](http://www.mastercard.com/global/currencyconversion/). If no Mastercard rate should be available, the reference exchange rate made available by the OANDA Corporation for the respective currency (published on [www.paylife.at](http://www.paylife.at)) shall be used. 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](http://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 (in the transaction data itemization, this is the day specified in the column "Datum" (date)). 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 transaction data itemization (cf. Clause 9) contains the foreign-currency transaction, the applied exchange rate as well as the effective date for conversion. On the [www.paylife.at](http://www.paylife.at) website the cardholder can check the exchange rate for the effective date applicable for conversion and thus verify if the bill is correct.

**§ 15 Amendments of the General Terms and Conditions, the Scope of Services and the Fees:**

15.1. Amendments of these Terms and Conditions and of the scope of services shall be announced to the cardholder in paper format to the address last provided to the bank by the cardholder himself/herself. If the cardholder has expressly agreed on e-mail correspondence with the bank, the notification shall be sent 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 does not object within 2 months starting from delivery, if 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 incumbent on the bank under the 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 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](mailto: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. The same cancellation right of the bank shall apply in the case of explicit objection of the cardholder regarding the amendments of the General Terms and Conditions.

15.2. Changes of the fees and exchange rates shall (except for cases under Clause 15.4) be notified to the cardholder in paper format to the

address last provided to the bank by himself/herself. If the cardholder has expressly agreed on e-mail correspondence with the bank, the notification shall be sent to the e-mail address last provided by the cardholder. The amendments shall be deemed as approved and agreed if the cardholder 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 and exchange rates shall be admissible to an unlimited extent. Any amendments going beyond that shall be subject to the explicit consent of the cardholder 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](mailto: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. The same cancellation right of the bank shall apply in the case of explicit objection of the cardholder regarding the fee amendment.

15.3. When sending the information on the changes, the bank undertakes to refer in writing to the two-month period, to its commencement and to the interpretation of the cardholder's conduct/the requirement to obtain explicit consent. In this context, the cardholder shall be informed that the fruitless expiry of the time limit under the conditions specified in Clauses 15.1/15.2 shall lead to the acceptance of the changed Terms and Conditions. The bank undertakes to inform the cardholder of his/her right to cancel the 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 pursuant to Clause 19.7 without prior announcement to the cardholder, if the reference exchange rate pursuant to Clause 19.7 changes.

## § 16 Change of Cardholder's Address and e-Mail Address:

The cardholder shall be obliged to inform the bank of any change of his/her postal address, if s/he has provided another postal address, and also of any change of his/her e-mail address, if e-mail communication has been agreed, in the communication form agreed with the bank (in writing or via e-mail). If the cardholder has changed his/her (postal) address and/or e-mail address, yet failed to notify the bank of such change, a declaration made by the bank vis-à-vis the cardholder shall be deemed as effective as of the point in time as of which it would have been delivered to the cardholder under regular postal delivery conditions to the (postal) address or e-mail address last provided to the bank by the cardholder 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 (postal) address as well as with the cardholder's e-mail address. In the event of delivery problems caused due to the cardholder'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 address (against a fee as prescribed in Clause 19.4 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 Duration of Agreement / Cancellation / Change-Back after End of Duration of Agreement / Statute of Limitations:

17.1. Duration of agreement:

This Agreement shall commence upon the handing-over of the prepaid card to the cardholder and shall end upon the expiry of 180 days after the handing-over of the prepaid card to the cardholder.

17.2. Card exchange:

If the card holder 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 new PIN free-of-charge.

17.3. Termination:

17.3.1. Dissolution by the cardholder: The cardholder is entitled to cancel the contractual relationship in writing at any time at the end of the respective month, by observing a one-month cancellation period. In the event of good cause or prior to the entry-into-force of a change of the General Terms and Conditions announced by the bank pursuant to Clause 15.1, the cardholder 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 are not affected by the cancellation or immediate dissolution and shall be complied with.

17.3.2. Upon contract dissolution or contract termination, also the entitlement to use the card and/or to conclude legal transactions with merchants by using the card data shall cease to exist.

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

17.4. If there is still a balance available on the prepaid card after the termination of the duration of the Agreement, the cardholder shall be entitled to request pay-out by providing the number of an account maintained at a credit institution (cf. Clause 10.5). If the cardholder requests such pay-out more than one year after contract expiration, the bank shall be entitled to request a change-back fee pursuant to Clause 19.5 and to offset it against the balance.

17.5. The claim to pay-out of the balance available on a prepaid card shall, in any event, cease to exist after expiry of the time limit pursuant to Sect 1478 of ABGB, the General Austrian Civil Code of Law, starting from the point-in-time of expiry of the prepaid card.

## § 18 Applicable Law:

18.1. Austrian law shall be applicable.

18.2. 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.

18.3. For contracts concluded with consumers for the purposes of Sect 1 of KSchG, the statutory places of jurisdiction shall be applicable.

## § 19 Fees, Amount Limits:

19.1. Two cash withdrawals are free-of-charge.

For each additional cash withdrawal, a transaction fee of is charged	EUR	3.00
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19.2. Five POS transactions are free-of-charge.

For each additional POS transaction, a transaction fee of is charged	EUR	0.50
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19.3. Per balance or transaction-data inquiry: EUR 0.25

Inquiries made on the Internet ([www.paylife.at/balance](http://www.paylife.at/balance)) pursuant to Clause 9.1 are free of charge.

19.4. Fee for address inquiries as prescribed in Clause 16: EUR 3.30

19.5. For the change-back of credit balance:

5 % of the changed-back amount, at minimum	EUR	2.00
and, at maximum	EUR	5.00

provided that the cardholder

19.5.1. Requests change-back before the end of the duration of Agreement,

19.5.2. Terminates the Agreement prior to the expiry of the duration of Agreement (Clause 17.1) or

19.5.3. Requests change-back after more than one year after the end of the contractual relationship (Clause 17).

The costs incurred for transfer to an account outside the SEPA payment area shall be borne by the cardholder in their entirety.

19.6. Handling fee as prescribed in Clause 13.2: 1.5 %

19.7. Reference exchange rate as prescribed in Clause 14: Mastercard foreign-currency rate; if such is not available: rate fixed by OANDA Corporation

19.8. The cardholder shall bear the costs for using distance-communications media.

19.9. Domestic maximum amounts:

Cash withdrawal: EUR 400.00 per calendar week (only applicable for cardholders up to the completion of 18th year of life).

## § 20 Warning Note:

20.1. 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. Automated Teller Machines). 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.

- 20.2. 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 card holders to also take other means of payment with them in addition to the card, especially when travelling abroad.
- 20.3. 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 order is triggered and no payment is made by the bank.
- 20.4. The maximum amounts accepted for cash pay-outs 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.
- 20.5. The bank cannot guarantee the all-time availability and functional operability of Automated Teller Machines.
- 20.6. If the cardholder operates a self-service facility incorrectly, the card may be withdrawn for security reasons. The cardholder agrees with such security mechanism.

As of July 2016, version of October 2017