

Information pursuant to Sect 48 of Zahlungsdienstegesetz 2018 (ZaDiG 2018), 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

To make it easier to read, the General Information on Payment Services for Consumers as well as pursuant to FernFinG, the Austrian Distance Financial Services Act, is not worded in a gender-specific manner and equally applies to all genders.

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), billing (Clause II.11), the exchange rates (Clause II.12), obligations to notify (Clauses II.2, II.9, II.16), blockage (Clause II.10), the cardholder's liability (Clause II.9), and changes and cancellation of the credit-card contract (Clause II.3 and II.15). For the fees, please see the price sheet for PayLife private cards. In addition, we inform you of the following:

<ul style="list-style-type: none"> • easybank AG: <ul style="list-style-type: none"> - easybank AG („bank“ for short), Wiedner Gürtel 11, 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, 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. 	<ul style="list-style-type: none"> • 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 creditcard 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 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 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, 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. <p style="text-align: right;">As of September 2019</p>
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II. General Terms and Conditions for the PayLife Credit Cards

To make them easier to read, the General Terms and Conditions at hand are not worded in a gender-specific manner and apply equally to all genders.

1. Definitions:

- 1.1. Based on an order for a principal card, easybank AG („bank“ for short) issues a private principal card exclusively made out in the name of the customer (holder of private principal card) and/or secondary card pertaining to a principal card.
- 1.2. Based on an order for a partner card, the bank issues an additional card pertaining to a private principal card that is exclusively made out in the name of the partner card holder (partner card holder).
- 1.3. In these GTC, the term "card" refers to private principal cards, partner cards and secondary cards. All of these cards are payment instruments featuring a credit facility.
- 1.4. In these GTC, the term "cardholder" refers to holders of private principal

cards, holders of secondary cards and holders of partner cards. The provisions of the GTC at hand apply for all cardholders as well as, in the case of minors, for the legal representative who has signed the card order.

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 fulfil 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. A Personal Identification Number ("PIN" for short) is 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 does not submit a written declaration to the contrary two months before the expiry of the validity period, at the latest, 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:** The cardholder is entitled to cancel the contractual relationship in writing at any time by observing a onemonth 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 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.

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 on important grounds and with immediate effect if the continuation of the contractual relationship is unacceptable for the bank. As important ground can be, in particular, deemed the following circumstances: if (i) the cardholder has provided the bank with incorrect information as to substantial aspects of his/her income and financial situation and the bank would not have concluded the agreement had it known about the true circumstances, or if (ii) the cardholder's financial situation is likely to deteriorate substantially or has already deteriorated substantially and there is thus the risk that s/he cannot fulfil his/her contractual payment obligations vis-à-vis the bank for a more than shortterm period.

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. This is accomplished 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 entering the PIN (without signing a payment voucher), or at an NFC-enabled terminal (marked respectively), using a card equipped with a NFC function for contactless payment, by merely holding the card above the NFC-enabled terminal without signing a payment voucher – depending on the amount – without PIN entry. NFC payments made without PIN entry shall, as a rule, be limited to EUR 25.00 per transaction; such maximum amount may be lower in individual countries and/or at individual POS.

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 As of September 2019

out the payments or withdrawals associated hereto with the card. To the extent that the cardholder and the bank have not agreed on another maximum amount, cash withdrawals at ATM shall be limited to a maximum amount of EUR 1,200.00 within seven days. The possibility to withdraw cash can, however, be more limited in individual countries and/or at individual ATM.

4.4 The cardholder's right to use the card shall be limited to the agreed disposable amount. In the calculation of the disposable amount, all types of transaction set out in Clauses 4.1. to 4.3. shall be included.

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 is able to fulfil the obligations entered into with the card as agreed.

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 annual fee is charged with the bill for the month of its due date pursuant to Clause 11. and shall be paid by the cardholder together with the respectively invoiced amount. Furthermore, the cardholder shall be

obligated to pay additional fees agreed with the bank as prescribed in the price sheet for PayLife private cards agreed with the cardholder; these are billed together with the invoiced amounts pursuant to Clause 11. A modification of the fees is governed in Clause 15.

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 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:

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.

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 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 10.1.).

9.4. 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 period that is available to the cardholder for notifying the bank in order to prompt rectification shall, at the latest, end 13 months after the day of debit or credit, to the extent that the bank has provided or made accessible the information to the cardholder pursuant to the 3rd Chapter of ZaDiG, the Austrian Payment Services Act (Sects 32 to 54).

9.5. Liability for non-authorized payment processes:

9.5.1. In the event of a non-authorized payment process, the bank shall, immediately, the latest until the end of the following bank working day after the bank has been notified about the non-authorized payment process or the bank has been announced thereof, refund to the cardholder the amount of the non-authorized payment process. If the amount of a non-authorized payment stated in the bill has, however, already been withdrawn by the bank or paid by the cardholder, the bank shall be obliged to immediately provide such amount to the cardholder by crediting it to his/her 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 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 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 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 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, at any time, to notify the loss, theft, misuse or non-authorized use of the card.

10. Card Blockage:

10.1. The cardholder shall be entitled, at any time, to request blockage of his/her card. In cases under Clause 9.3., 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.

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. To the extent that the cardholder has not fulfilled his/her payment obligations vis-à-vis the bank arising from the use of the card or the card data and either the fulfilment of such payment obligations is jeopardized due to a deterioration or pending deterioration of the cardholder's financial situation or the cardholder has become insolvent or such insolvency is immediately pending.

10.3. 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 10., the cardholder has 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 for the cardholder.

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

10.6. If the cardholder has notified the bank of the loss or theft of his/her card in such a way that the card has been blocked and the issuance of a replacement card has been prompted and if s/he regains possession of the card after that, s/he shall no longer be allowed to use the card; the cardholder must cancel the card and send it to the bank.

11. Billing:

11.1. If the cardholder has effected transactions with the card within a billing period or if s/he must pay fees to the bank in such period, s/he will receive a bill. The monthly bills will be made accessible to the cardholder as a PDF file on the my.paylife.at website in the myPayLife Online Services section. The cardholder may either print out or download the monthly bills and thus store and reproduce them in an unchanged manner. The bank advises the cardholder to immediately print out or download and store each monthly bill as it contains substantial information. With regard to each monthly bill, and depending on the respective agreement with the cardholder, the bank will inform the cardholder via e-mail, text message, push message or in another form agreed upon that the information is accessible. The cardholder can unsubscribe from the messages on the availability of the monthly bills in the myPayLife Online Services section. The cardholder is entitled to request the additional transmission of the monthly bills to him/her through the post against the refund specified in the price sheet for PayLife private cards agreed with the cardholder. The bank is not entitled to charge such cost refund if the cardholder specifies that s/he does not have the equipment to access the bank's my.paylife.at website.

11.2. The amount specified in the bill is immediately due for payment and will be withdrawn via direct debit on the date specified in the bill (withdrawal date) to the extent that the cardholder and the bank have agreed on withdrawal via direct debit. If there is a valid direct-debit mandate, the cardholder shall instruct the bank to withdraw the invoiced amount from the bank account specified by him/her and undertakes to ensure sufficient coverage of his/her bank account. If withdrawal via direct debit has not been agreed with the cardholder, the cardholder undertakes to transfer the invoiced amount by the day specified in the bill as withdrawal date to the bank's account specified in the bill.

12. Foreign Currency:

Card transactions effected in Euro outside of the countries of the Euro zone as well as card transactions effected in a non-Euro currency shall entitle the bank to invoice the handling fee as prescribed in the price sheet for PayLife private cards agreed with the cardholder. If the cardholder gives a mandate in a currency other than Euro, such shall be billed in Euro.

If the cardholder commissions a payment order 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/. 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 foreigncurrency 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 in payment and return-debit fees:

If the cardholder defaults on the payment of amounts that are already due, the bank has a claim to

- refund of the costs incurred for dunning letters as prescribed in the price sheet for PayLife private cards agreed with the cardholder to the extent that this is the cardholder's fault, and to
- Statutory default interest starting from the day on which the bank has commissioned a third party (debt-collection institution or lawyer) with the collection of the amounts payable by the cardholder.

If the cardholder has given a direct-debit mandate and if an amount debited from his/her account was reversed by the credit institution maintaining the account for lack of sufficient coverage, the cardholder shall refund to the bank the fees that his/her credit institution has charged to the bank for return debit; in such a case, the bank shall also be entitled to a processing fee as prescribed in the price sheet for PayLife private cards agreed with the cardholder.

14. Partner/Secondary Cards

14.1. If partner cards are issued in addition to the principal card, the holder of the principal card and the holder of the partner card shall be jointly and severally liable for all obligations arising from the partner card contract, and, in particular, for the on-time settlement of the bill in the framework of the agreed spending limit. This shall also apply if the partner card is billed in accordance with the credit card order via another bank account than the principal card.

14.2. The holder of the principal card shall be entitled to make effective-in-law declarations vis-à-vis the bank concerning the partner card without the consent of the partner card holder. This shall, however, change nothing about the joint-and-several liability of the holder of the principal card for obligations that the partner card holder entered into after receipt of such declaration by the bank (in the event of contract termination, such shall apply until such termination becomes effective); the joint-and-several liability shall continue to exist also if the principalcard contract, yet not the partner-card contract, has been dissolved. In such a case, the bank will cancel the partner-card contract vis-à-vis the holder of the principal card and the holder of the partner card by observing the cancellation period as prescribed in Clause 3.4.2.

14.3. If the bank terminates the principal-card contract, the bank will also terminate the partner-card contract.

14.4. The cancellation of a principal-card contract shall automatically result in the simultaneous conversion of a non-cancelled secondary-card contract into a principalcontract including the respective amendment of the fees, provided that the contract has not been cancelled as well. The bank shall inform the cardholder of such matter without any delay.

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

15.1. Changes of these terms and conditions, of the scope of services, and of the fees will be offered to the cardholder by the bank at minimum two months before the proposed date of their entry-into-force; in this process, the provisions affected by the change offer and the proposed changes to these terms are displayed in a comparison attached to the change offer (referred to as "comparison" in the following) or the bank will refer to the respectively offered changes when changing the scope of services and the fees. The change offer will be communicated to the cardholder. The cardholder's consent is deemed to have been granted if the bank does not receive, before the proposed date of entry-into-force, any written objection or any electronically declared objection in the manner agreed with the cardholder (e.g. per e-mail or via the myPayLife Online Services section). In the change offer, the bank will alert the cardholder to the fact that his/her absence of response by failing to submit a written objection or an objection declared electronically in a way agreed with the cardholder shall be deemed as consent to the changes, and that the cardholder who is also a consumer has the right to cancel his/her creditcard contract as well as the services agreed in the framework of the credit-card contract before the changes enter into force free-of-charge and without having to observe a notice period. Furthermore, the bank will publish the comparison as well as the complete version of the new terms and conditions on its website and send to the cardholder, upon the latter's request, the complete version of the new terms and conditions; also to this fact, the bank will alert the cardholder in the change offer.

15.2. The notification on the offered changes pursuant to Clause 15.1. sent to the cardholder can be effected in any form agreed with the cardholder. As such form shall also be deemed the transmission of the change offer including the comparison (i) per e-mail to the e-mail address specified by the cardholder and (ii) transmission to the virtual mailbox in the

myPayLife Online Services section, with the cardholder being informed of the availability of the change offer in the Online Services section in the form agreed with him/her (text message, push message, e-mail, post or in another form agreed upon).

15.3. Any changes of the scope of services offered by the bank by way of a change pursuant to Clause 15.1. shall be confined to objectively justified cases. The following shall be deemed as objective justifications: (i) if the change is required due to a change of the legal provisions relevant for payment services as well as for the handling of payment services or due to provisions enacted by the Financial Market Authority, the European Banking Authority, the European Central Bank or the Austrian National Bank, (ii) if the change is required due to the development of the case law relevant for payment services as well as for the handling of payment services, (iii) if the change enhances the security of banking operations or the security of handling the business relationship with the cardholder, (iv) if the change is required for the implementation of technological developments or for the adaptation to new programs for the use of end devices, (v) if the change is required due to a change in the legal provisions applicable for issuing orders and for submitting declarations via the myPayLife Online Services section, (vi) if the change is required due to a change in the legal provisions applicable for the banking transactions that the cardholder can handle via the myPayLife online services.

15.4. In the manner stipulated under Clause 15.1., changes of the fees agreed with the cardholder are offered (increased or decreased) to the extent of the development of the national 2010 Consumer Price Index ("CPI") published by Statistics Austria or of the index replacing it, with the respective amount being rounded to the nearest whole units in cents. This adjustment is made once a year as of May 1st of each year. The adjustment corresponds to the change of the CPI index announced for October of the calendar year before last before the change offer when compared to October of the last calendar year before the change offer. If the bank refrains from increasing the fees in one year, this shall not

affect the bank's right to increase the fees in the future. If fees are not increased in one or several years in a row, such can be effected at a later date as of the next fee increase, with the adjustment in such case being effected to the extent corresponding to the change of the CPI index announced for October of the year before fee increase when compared with the CPI index that constituted the basis for the last fee increase.

15.5. Any changes of the scope of services or of the fees going beyond Clauses 15.3. and 15.4. are subject to the explicit consent of the cardholder which can also be given to the bank in writing, service contact: PayLife Service Center, P.O. Box 888, A-1011 Vienna, or per e-mail to service@paylife.at or via the myPayLife Online Services section.

15.6. Clause 15 at hand shall not apply for the change of interest rates or exchange rates. The bank shall be entitled to apply changes of exchange rates and interest rates, as prescribed in the price sheet for PayLife private cards agreed with the cardholder, without prior notification of the cardholder to the extent that the reference exchange rate or the reference interest rate change.

16. Change of Card Holder'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 communication via e-mail has been agreed, in the communication form agreed with the bank (in writing, via e-mail or within the Online Services myPayLife.) 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 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 agreed upon with the cardholder and prescribed in the enclosed price sheet applicable for PayLife private cards). 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. Declarations and communication:

17.1. The cardholder shall receive declarations made by act of the Parties,

notifications and information provided by the bank (hereinafter jointly referred to as "declarations") in a form of communication agreed with him/her. As forms of communication shall be agreed communication via the cardholder's virtual mailbox in the myPayLife Online Services section and via e-mail. If the cardholder and the bank conclude agreements on additional forms of communication, their effectiveness is not affected by this provision. This shall also not affect the effectiveness of written declarations (also when sent through the post).

17.2. Declarations which the bank makes accessible to the cardholder are provided to the cardholder by the bank electronically in the myPayLife Online Services section; either by providing the cardholder with the possibility to retrieve the declarations (e.g. the payments made with the card by displaying the list of transactions effected) or by the bank sending the declaration to the cardholder's virtual mailbox. The availability of a declaration in the virtual mailbox is announced to the cardholder without the latter having to check the virtual mailbox.

17.3. The bank transmits the declarations (including attachments) that it must communicate to the cardholder via e-mail to the e-mail address specified by the cardholder or by sending the declaration to the cardholder's virtual mailbox and simultaneously informing the cardholder of the availability of the declaration in the cardholder's virtual mailbox by sending a message to his/her mobile phone (e.g. text message or push message) or by sending an e-mail to the e-mail address specified by the cardholder.

The bank can send the cardholder the message on the availability of the declaration in his/her virtual mailbox also through the post. In the event of the bank and the cardholder having agreed that, instead of text message, push message or e-mail, the bank can also inform the cardholder in another form through which the cardholder gains knowledge of the declaration in the virtual mailbox due to a means of communications used by him/her on a daily basis (e.g. by using an application on his/her mobile phone such as WhatsApp), information of the cardholder regarding the availability of the declaration in his/her virtual mailbox may also be effected in this form.

17.4. The cardholder can either print declarations submitted by the bank including attachments in the myPayLife Online Services section or store them on his/her hard drive; for this purpose, the bank makes available respective function fields (buttons) in the Online Services section. The declarations and attachments will be stored in the Online Services section in an unchanged manner as long as the credit-card contract to which the declarations and attachments refer is valid and for six months beyond this date. The bank alerts the cardholder to the fact that the declarations submitted by the bank as well as their attachments, and in particular those available in the virtual mailbox, are important for his/her business relationship with the bank and for his/her claims which is why it advises the cardholder to print or store the declarations and attachments on his/her hard drive already upon reading them for the first time.

17.5. The bank may transfer declarations to the cardholder to the e-mail address specified by him/her to the bank. Declarations made by the bank that are submitted vis-à-vis the cardholder via e-mail to this e-mail address, are thus valid. Also the cardholder may communicate with the bank per e-mail and submit valid declarations per e-mail; for this purpose, the following e-mail address of the bank shall be agreed: service@paylife.at. If the bank has communicated with the cardholder via another e-mail address before, the cardholder may also communicate with the bank via this e-mail address used by the bank and make valid declarations using such e-mail address; this shall not apply if the cardholder is informed in an e-mail that no reply is possible when writing to this e-mail address ("no-reply addresses").

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. 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. 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.