

# SPECIAL TERMS AND CONDITIONS FOR THE MASTERCARD® IDENTITY™ CHECK PROCEDURE Version September 2019

This English translation is provided for your convenience only. In the event of discrepancies the German original text shall prevail over the English translation.

#### 1. General information

These Special Terms and Conditions govern payments in the Internet using the Mastercard Identity Check procedure (MIC procedure) with a debit card issued by UniCredit Bank Austria AG (the **Bank**).

## Conditions of participation in the MIC procedure

A cardholder may participate in the MIC procedure if

- a debit card was issued by the Bank,
- the cardholder is registered,
- the cardholder has a device that can receive a transaction code (3DS codes, see item 3.3.).

### 2. Registration

The cardholder can register for participation in the MIC procedure via the Bank's Internet Banking system. For this purpose, the cardholder shall define an answer to a security question:

registration for the MIC procedure shall then be authorised using the procedure required in Internet Banking for providing legally binding statements of intent, i.e. by entering the valid TAN for this transaction and then clicking on the button to be used for approval. Upon receipt of electronic order confirmation, which is sent via SMS to the mobile telephone number indicated for transmission of the mobileTAN via Internet Banking or — if the pushTAN procedure is activated — upon receipt of a push message sent to the Bank Austria Internet Banking app (mobile banking app) used by the customer, the cardholder will be entitled to participate in the MIC procedure.

#### 3. Definitions

- 3.1. **Card check number** The card check number is known as the Card Validation Code (CVC) or Card Verification Value (CVV), a three-digit number which is usually found on the reverse side of the debit card. The cardholder needs this number for every payment made via the Internet using the MIC procedure.
- 3.2. **Card number** This number, known as the Primary Account Number (PAN), is printed on the debit card. The cardholder needs this number when registering for participation in the MIC procedure and for every payment made via the Internet using the MIC procedure.

#### 3.3. Transaction code (3DS code)

The transaction code is sent to the cardholder after s/he has entered his/her card number, the expiry date of the card and the card check number. The code is sent via SMS to the mobile telephone number provided by him/her for transmission of the mobileTAN that is required for the Bank's Internet Banking services to confirm a payment transaction.

3.4. **Security question** This is a question which the

cardholder can choose for the registration process, and for which s/he has to define an answer known only to himself/herself.

## 4. Payment using the Mastercard Identity Check procedure

- 4.1. The cardholder is authorised to use his/her debit card to make cashless payments in Austria and other countries for deliveries and services provided by trading companies and service companies (**authorised companies**) offering the MIC procedure, within the context of these companies' online distance selling activities (e-commerce).
- 4.2. For the cardholder, an authorised company's participation in the MIC procedure is evident from the Mastercard Identity Check logo which is displayed on the company's Internet pages.
- 4.3. When selecting "MasterCard Identity Check" as the type of payment in the Internet, the cardholder shall enter the following details of his/her debit card in the appropriate dialogue box:
- the card number
- the expiry date of the debit card (month and year)
- the card check number

Once the card details have been entered, another dialogue box will open. After checking the details of the authorised company and of the intended transaction (especially the amount of the invoice), the cardholder shall enter the transaction code and the answer defined by him/her in the registration process to the security question in the entry fields provided for this purpose. By entering the transaction code and the answer to the security question, and upon confirming payment with the function provided with the relevant payment procedure (e.g. the OK button), the cardholder irrevocably instructs the Bank to pay the amount of the invoice to the authorised company and to debit the account for which the debit card was issued. The payment order cannot be revoked after payment has been confirmed. The Bank accepts the instructions already now, provided the payment does not exceed the POS limit that was agreed.

Payments made using the MIC procedure will reduce the amount available to the cardholder for payment at POS terminals based on the limit agreed within the framework of the debit card service.

# 5. Deregistration by the cardholder and blocking by the

- 5.1. The cardholder can deregister his/her debit card from participation in the MIC procedure via the Internet Banking service of UniCredit Bank Austria AG.
- 5.2. The Bank is entitled to block the debit card for the MIC procedure without the cardholder's involvement if
- this is justified on objective grounds with regard to the security of the debit card or of the systems which can be used with the debit card in the MIC procedure,
- the Bank has reason to believe that the debit card is used without authorisation or fraudulently in the MIC procedure; or

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- if the cardholder has not met his/her payment obligations in connection with a credit line linked to the debit card (overrun or overdraft), and
  - either the fulfilment of such payment obligations is jeopardised as a result of a deterioration in, or a threat to, the financial circumstances of the cardholder or of a co-obligor

or

- the cardholder has become insolvent or is in imminent danger of becoming insolvent.

If the cardholder's debit card has been deregistered or blocked, s/he is no longer entitled and no longer able to use the debit card in the Internet.

If the use of a debit card is blocked, this will result in the blocking of participation in the MIC procedure.

Deregistration or blocking from participation in the MIC procedure does NOT result in the use of a debit card being blocked.

After deregistration or blocking, participation in the MIC procedure is only possible after renewed registration. The Bank is entitled to discontinue the option of using debit cards to make payments via the Internet if it believes that this measure is necessary for preventing losses or for compliance with legal provisions.

#### 6. Duty of care and liability of the cardholder

- 6.1. The cardholder shall immediately request the Bank to deactivate participation in the MIC procedure if the debit card has been misused.
- 6.2. The security question chosen by the cardholder and the answer which s/he has defined to the question shall be kept secret. S/he may not save the answer to the security question on the device used for the MIC procedure.
- 6.3. When entering the card details, the transaction code and the answer to the security question, the cardholder shall ensure that s/he is not being observed by a third party.

### 7. Liability of the Bank for availability of the Internet

- 7.1. The Bank is not in a position to ensure that all authorised companies accept the MIC procedure. The Bank shall therefore not be liable for the availability of the MIC procedure in regard to any specific authorised company.
- 7.2. The Bank shall not be liable for the technical availability of lines, networks (Internet) and the devices used by the cardholders and authorised companies. In particular, any disruption of lines which is linked to the cardholder's Internet connection shall not constitute liability for the Bank.

#### 8. Billing

Payments under the MIC procedure will be debited from the account and announced in the form agreed with the account holder for access to declarations.

## 9. Conversion of foreign currencies

Payments made in foreign currency under the MIC procedure are converted in the same way as cash withdrawal or payments at POS terminals pursuant to item 2.6. of the

Customer Guidelines for debit cards that was agreed when concluding the card agreement.

# 10. Amendments to the Special Terms and Conditions

10.1. Amendments to these Special Terms and Conditions shall be offered to the cardholder by the Bank not later than two months before the proposed date of their coming into effect, with the Bank specifically referring to the relevant provisions. The cardholder shall be deemed to have consented to the amendments unless the Bank receives an objection to the amendments from the cardholder before the proposed date of their coming into effect. The Bank shall draw the customer's attention to this fact in its offer of amendments. The cardholder shall be informed of the offer of amendments.

Moreover, the Bank will publish on its website a comparison of the amended terms and conditions with the original terms and conditions and the complete version of the new Special Terms and Conditions as well as providing the cardholder, at his/her request, with a printed copy of the new Special Terms and Conditions in its business premises or by mail. In the notice regarding the offered amendments, the Bank shall draw the cardholder's attention to these options.

10.2. The notification to the cardholder mentioned in item 10.1. shall generally be sent by mail to the last address advised to the Bank by the cardholder (see also Section 11 (2) of the General Terms and Conditions of UniCredit Bank Austria AG). In derogation from this procedure, the Bank will provide such notification in electronic form via the Internet Banking mailbox (e.g. OnlineBanking/24YOU or BusinessNet) unless the cardholder has not concluded an agreement with the Bank for using at least one of the Bank's Internet Banking products. Such electronic notification shall be made in such a way that the Bank can no longer modify the offer of amendments unilaterally and the cardholder may save and print the notification. If such an electronic notification is made via the Bank's Internet Banking service, the Bank will simultaneously inform the cardholder that the offer of amendments is available and retrievable in his/her Internet Banking mailbox. This is done by sending a separate e-mail to the last e-mail address provided by the cardholder or a separate SMS to the mobile phone number most recently provided by the cardholder for receiving SMS in the context of Internet Banking.

10.3. In the event of such intended amendments to the Special Terms and Conditions, a cardholder who is a consumer shall have the right to terminate the agreement to use the MIC procedure free of charge and without giving notice before such amendments come into effect. The Bank shall draw the cardholder's attention to this fact in its offer of amendments.

10.4. Items 10.1. to 10.3. above do not apply to changes in the Bank's services.

### 11. Change in the mobile telephone number

The cardholder is obliged to notify the Bank immediately (by entering a TAN) via Internet Banking or by visiting one of the Bank's branches of any change in his/her mobile telephone



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number, as s/he will otherwise not be able to participate in the MIC procedure. The Bank may suspend the option of changing the mobile telephone number via the Internet Banking service for security reasons if this is justified on objective grounds in connection with the security of personal identification details or the systems for which they can be used.

# 12. Term of the agreement on participation in the MIC procedure, and termination

- 12.1. This contractual relationship on participation in the MIC procedure shall be concluded for an indefinite period. It shall end in any event upon termination of the account relationship with the account holder or upon termination of the card agreement relating to the underlying debit card.
- 12.2. The Bank may terminate participation in the MIC procedure subject to two months' notice. The agreement may be terminated with immediate effect by the Bank for important reasons.
- 12.3. The agreement on participation in the MIC procedure may be terminated by the account holder or the cardholder.