

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

These Terms and Conditions (T&C) form the basis of the legal relationship between UniCredit Bank Austria AG (Bank) and the holder of a credit card issued by the Bank (Card).

1. CONCLUSION OF CONTRACT, DEFINITIONS

1.1. The Bank is entitled to accept or decline the Card application submitted by the Card applicant. The Card agreement comes into force upon delivery/handover of the Card to the Card applicant (Section 864 (1) of the Austrian Civil Code (ABGB). The Card remains the property of the Bank. Separately from the Card, the Cardholder will receive a personal identification number (PIN), which is made known only to the Cardholder and can be changed in accordance with Section 16.

1.2. The terms “Consumer” and “Entrepreneur” are used herein within the meaning of Section 1 of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG).

1.3. A Business Day is any day of the calendar year excluding federal public holidays (Federal Law Gazette No. 1957/153), Saturdays, Sundays, Good Friday and Christmas Eve.

1.4. The 3D-Secure procedure for payments in the context of distance selling on the internet (e-commerce) is described and defined in more detail in Section 15.

2. USE OF THE CARD, LIMIT (REDUCTION), IDENTIFICATION OF THE CARDHOLDER, PROHIBITED TRANSACTIONS

2.1. The Cardholder is authorised, within the agreed card limit (Section 2.2), at points of acceptance:

2.1.1. to purchase items (e.g. goods or services) by physically presenting the Card/holding the Card to a device (to authorise immediate technical transmission of the Card data) as permitted by the Card’s features and the technical equipment available (e.g. inserting the Card into a card reader);

2.1.2. to purchase items without physically presenting the Card by providing the Card data if the transaction is performed using means of telecommunication such as telephone, fax or in e-commerce (distance selling);

2.1.3. to withdraw cash by physically presenting the Card/holding the Card to a device (to authorise immediate technical transmission of the Card data) as permitted by the Card’s features and the technical equipment available (e.g. inserting the Card into a card reader), with the daily and/or weekly maximum limit for withdrawals from cash dispensers depending on the technical conditions of the respective cash dispenser and the limits agreed with the Bank in the Card agreement. Cash withdrawals can be made at cash dispensers by entering the PIN or at specially identified points of acceptance by signing a transaction document.

2.2. The Card limit is the amount up to which the Bank has agreed that the Card(s) issued for a Card account can be used by the Cardholder within the meaning of Section 2.1. The limit is agreed in the Card agreement.

2.3. The Bank is entitled to undertake a reduction of the allocated Card limit for the duration of any period when the fulfilment of the payment obligations arising from the Card agreement is substantially at risk. The extent of the reduction shall be proportionate to the deterioration of the Cardholder’s financial circumstances since the conclusion of the Card agreement. The Cardholder shall be informed by the Bank of the change to the Card limit.

2.4. Acceptance points are entitled to request the presentation of an official photo ID to check the identity of the Cardholder.

2.5. The Card may not be used to obtain benefits from legal transactions that are in breach of any legal prohibition.

3. CARDHOLDER’S PAYMENT INSTRUCTIONS

3.1. Before making payment with the Card, the Cardholder must check that the invoice amount is correct. If a signature is required, the Cardholder must sign the transaction document consistently with the signature on the reverse of the Card (unless no signature field is provided) and in the same way as on the Card agreement. A differing signature by the Cardholder does not in any way change the Cardholder’s responsibility for fulfilling liabilities s/he has entered into with his/her Card.

3.2. The Cardholder irrevocably instructs the Bank to pay the invoice amount to the respective acceptance point by providing his/her Card data to the acceptance point, or presenting the Card/holding the Card to a device at the acceptance point and, if necessary, by authentication of the customer. Customer authentication can take place through a signature on the transaction document or by entering the PIN or by the 3D-Secure procedure via the app provided by the Bank (for the authentication of payments using the 3D-Secure procedure, see Section 15.3.). Such payment instructions to the Bank are binding with immediate effect.

3.3. If the Cardholder has issued a payment instruction which does not comprise any definite amount, and if the payment amount exceeds the amount which the Cardholder could reasonably have expected in accordance with his/her previous spending behaviour, the conditions contained herein and the respective circumstances of the individual case (e.g. in the event of judicial penalties, reimbursement of the costs of filling a petrol tank, or costs of cancelling reservations), within eight weeks of the receipt of the account statement and the debiting of the payment account (with the later date being relevant) the Cardholder can request from the Bank reimbursement of the full amount. At the Bank’s request, the Cardholder may be required to explain the facts supporting such a request. Within ten business days, the Bank shall either reimburse the full payment amount or provide the reasons for refusing to do so. In the case of a reimbursement, the Bank must restore the debited Card account to the balance

it would have shown without the disputed charge, or, if the account statement has already been paid in respect of this transaction, the Bank must refund the difference between the amount paid and the balance the account would have shown without the disputed charge.

This does not affect any other claims of the Cardholder.

4. OBJECTIONS FROM THE UNDERLYING LEGAL TRANSACTION

4.1. Any complaints and differences of opinion concerning the underlying legal transaction with the acceptance point (e.g. notification of defects) must be resolved directly with the latter. This does not affect the Cardholder's obligation to pay for the items obtained with the Card, without prejudice to the Cardholder's right in accordance with Section 7.6.

5. CARDHOLDER'S DUTY OF CARE

5.1. Immediately after receipt of the Card, the Cardholder must apply his/her signature to the Card in the signature field provided. This obligation of the Cardholder does not apply if no signature field is provided on the Card.

5.2. The Cardholder may use the Card exclusively for personal purposes.

5.3. The Card contains the Cardholder's first and last name, the Card number and the validity period. The Bank must be informed immediately of incomplete and/or incorrect personal details on the Card if they are attributable to an error by the Cardholder, (e.g. written error in the card application).

5.4. Upon receiving the communication containing the PIN, the Cardholder must open it immediately, note the PIN and then destroy the communication or keep it in accordance with Section 5.6.

5.5. The PIN must not be made known to anyone, including the employees of the Bank. The Cardholder is obliged to take reasonable measures to keep the PIN secret. To the extent reasonable, the Cardholder must refrain from passing the PIN on to unauthorised third parties, noting it on the Card, storing it together with the Card or similar actions based on the Cardholder's own will.

5.6. Immediately after the Cardholder receives the payment instrument, s/he must take all reasonable precautions to protect the personalised security features from unauthorised access.

5.7. If the payment instrument is lost or stolen, or if the Cardholder identifies improper or otherwise unauthorised use of the payment instrument, s/he must report this immediately by telephone (+43 5 05 05-25) or by fax (+43 5 05 05-56155). In the event of reporting an incident of loss or theft by telephone, the Cardholder must credibly verify his/her identity and authorisation by providing personal details.

6. CARDHOLDER'S LIABILITY

6.1. Except in cases of contributory negligence on the part

of the Bank (see Section 6.6.) the Cardholder is liable for any unauthorised payment transactions due to a lost or stolen card being used as a payment instrument, or for any fraudulent use of the Card used as a payment instrument, to the extent the Bank has incurred losses as a result of an unauthorised payment transaction made with a lost or stolen payment instrument or due to fraudulent use of a payment instrument:

6.1.1. if caused by a slightly negligent breach of the Cardholder's duty of care, up to a maximum amount of EUR 50.00 (unless the agreed Card limit is lower).

6.1.2. if caused by a grossly negligent or intentional breach of the Cardholder's duty of care or facilitation with fraudulent intent, up to the amount of the damage actually caused (unless the agreed Card limit is lower). The breach of the duty of care within the meaning of Sections 6.1.1. and 6.1.2. refers to a breach of the conditions for the issuing and use of the Card insofar as these are objective, non-discriminatory and proportionate in form and no unreasonable preventive measures are imposed upon the Cardholder to protect personalised security features from unauthorised access. The conditions for the issuing and use of the Card can be found in these T&C and in the Card agreement.

6.2. The Cardholder is not liable for losses pursuant to Section 6.1.1, if

6.2.1. the loss, theft or fraudulent use of the payment instrument was not apparent to the Cardholder before a payment was made, or

6.2.2. the loss was caused by actions or omissions of an employee or agent of the Bank or a contractor to which the activities were outsourced.

6.3. Notwithstanding the provisions of Section 6.1. the Cardholder shall not be liable for compensation to the Bank if during the payment transaction the Bank does not request strong customer authentication (within the meaning of Section 4 (28) of the Austrian Payment Services Act (ZaDiG) 2018, unless the Cardholder has acted with fraudulent intent.

6.4. Once the loss, theft, fraudulent use or other unauthorised use of the payment instrument has been notified to the Bank (or as soon as the Bank blocks the Card on its own accord, if earlier) the Cardholder shall be released from any liability for fraudulent use which occurs from the time of such notification (or from the time the Bank has blocked the Card on its own accord, if earlier), unless the Cardholder has acted with fraudulent intent.

6.5. The Cardholder is likewise not liable for damages in accordance with Section 6.1. if these were caused by the fact that the Bank did not enable the immediate notification of the loss, theft, fraudulent use or other unauthorised use of the payment instrument or did not exclude any use of the payment instrument after such notification has occurred, unless the Cardholder has acted with fraudulent intent.

6.6. Any division of liability between the Bank and the Cardholder shall in particular take into account the type or quality of personalised security credentials used as well as

the circumstances under which the loss, theft or fraudulent use occurred. This does not apply if the Cardholder caused such loss as a result of the intentional breach of his/her duty of care or with fraudulent intent.

7. ACCOUNT STATEMENT, PAYMENT AND PROHIBITION OF SET-OFF

7.1. The principal Cardholder will receive an account statement in euro from the Bank for every transaction, but no more frequently than once a month. The account statement will contain at least a reference to the respective transaction, details of the payment recipient, the amount of the payment transaction, the date it was debited and the value date, as well as itemised fees, charges, reimbursements of costs and interest and details of foreign currency transactions (Section 8.) if applicable, in particular the exchange rate applied and the result of its application, and details of expenses for postal delivery of the account statement, if any (Section 7.1.1.).

7.1.1. The principal Cardholder will receive the account statement free of charge, sent electronically to his/her internet banking mailbox. Notwithstanding this agreed procedure, the Cardholder may request monthly postal delivery pursuant to Section 53 (3) and Section 54 (3) ZaDiG 2018 instead, for which reasonable expenses will be charged. If the principal Cardholder does not have internet banking, s/he will receive the account statement by post free of charge. The electronic transmission of the account statement will be made in such a way that the Bank can no longer modify it unilaterally and the Cardholder has the possibility of storing and printing the account statement. If such electronic transmission takes place via internet banking, the Bank will at the same time inform the Cardholder that a message is available and can be accessed in his/her internet banking mailbox. The Cardholder will be notified in a separate email, sent to the last email address provided by the Cardholder, or in a separate SMS to the last mobile phone number provided by the Cardholder for receiving SMS messages as part of the internet banking service.

7.1.2. The Bank reserves the right to send the account statement by post to the last address provided by the Cardholder without charge in the event of an important reason.

7.2. The Cardholder accepts the transactions and amounts the account statement contains as accurate, unless s/he submits an objection

7.2.1. for payment instructions without a definite amount (Section 3.3.) within eight weeks at the latest of receipt of the account statement and the debiting of the payment account (the later date shall be relevant);

7.2.2. however, for transactions which are not based on any payment instruction or are based on a deviating payment instruction (Section 7.3.) within 13 months at the latest from the communication of the information in accordance with Section 7.1., receipt of the account statement and the debiting of the payment account (the later date shall be relevant) or within the same period from realising that the Bank did not

carry out a payment instruction it received. In the account statement, the Bank will point out to the Cardholder the 8-week/13-month period, the commencement of this period and the significance of the Cardholder's response.

7.3. If a transaction is not based on any payment instruction from the Cardholder or is based on a deviating payment instruction, the Cardholder can arrange for this debit to be rectified by informing the Bank of this fact as soon as the Cardholder becomes aware of it, but no later than 13 months from the communication of the information in accordance with Section 7.1., receipt of the account statement and debiting of the payment account (the later date shall be relevant). Within the same period, the account statement can be corrected in respect of a payment instruction received by the Bank but not executed. This time limit does not apply if the Bank failed to make accessible or communicate to the Cardholder the information in accordance with Section 7.1. on the respective debit. Further claims by the Cardholder remain unaffected by this provision.

7.4. The Cardholder must pay the full outstanding amount within 5 business days. This deadline will be stated in the account statement for the information of the Cardholder.

7.5. If the Bank terminates the Card agreement with immediate effect for an important reason, the Cardholder must settle the outstanding balance within 14 days.

7.6. The Cardholder's right to offset the Bank's claim as shown in the account statement shall not be restricted: (a) in the event of the insolvency of the Bank or (b) in the event of counterclaims that have a legal connection to the outstanding amount shown in the account statement, (c) established by law or (d) recognised by the Bank. In all other cases, the Cardholder is not entitled to offset the Bank's claim shown in the account statement.

7.7. If the account statement shows a credit balance (e.g. credit note from the acceptance point), an automatic transfer to the current account provided by the Cardholder for collection shall take place 5 days after the account statement has been sent.

7.8. The Cardholder must ensure that there is sufficient cover to pay the amount shown as due in the account statement in his/her current account from which the amount shown as due on the account statement will be collected as agreed.

8. CONVERSION OF FOREIGN CURRENCIES

8.1. Payment instructions in a currency other than euro are always converted and posted in EUR.

8.2. The exchange rate used by the Bank for this purpose is composed of the reference exchange rate stated in Section 8.3. and an agreed sell spread (see "Display of Prices and Terms and Conditions for Credit Cards").

8.3. For the formation of the exchange rate, the Bank uses the reference exchange rate formed for the respective currency by Mastercard International Incorporated (2000 Purchase Street, Purchase, NY 10577, USA).

This reference rate is usually formed daily at 21:05 (CET) on the basis of the various wholesale rates for the international foreign-currency market taken from independent international sources (such as Bloomberg, Reuters) or on the basis of rates fixed by the government and published at <https://www.mastercard.com/global/en/personal/get-support/convert-currency.html>. It thus applies from 21:05 (CET) of the current day to 21:05 (CET) of the following day. However, if no rate is formed and published on the following day (e.g. public holiday), the applicability of the reference exchange rate is extended to 21:05 (CET) on the day on which a new rate is formed and published.

The reference exchange rate published on the website of Mastercard International Incorporated referenced above at the time the payment instruction is issued shall be used.

8.4. The exchange rate used in accordance with Section 8.2. is available on the website www.psa.at/kursinfokreditkarten. For national currencies of member states of the EEA that are not the euro, this site also shows all the currency conversion charges within the meaning of Article 2 (9) of the Cross-Border Payments Regulation (EU) 2021/1230 as a percentage surcharge on the latest available euro reference exchange rates of the European Central Bank.

8.5. For every card issued to a consumer Cardholder, the Bank will send the Cardholder an electronic communication containing the information stated in Article 4 (1) of the Cross-Border Payments Regulation (EU) 2021/1230 immediately after the Bank has received a payment order for a cash withdrawal from a cash dispenser or for a payment at a point of sale in a currency of the EEA that is not the euro.

The Cardholder will receive this electronic communication as a push notification to the device on which the MobileBanking app is installed. The Cardholder can opt out of receiving these free electronic communications at any time by deactivating this feature in the MobileBanking app.

Irrespective of the previous two paragraphs, a communication of this type will be sent once in each month during which the Bank receives a payment order in the same foreign currency.

9. BANK'S LIABILITY

9.1. If a transaction is executed without a payment instruction from the Cardholder, the Bank must reimburse the Cardholder immediately for the amount debited (but no later than by the end of the business day after notification from the Cardholder or after the Bank otherwise became aware of the absence of an underlying payment instruction) and, if applicable, restore the debited Card account to the balance it would have shown without this debit. If the account statement has already been paid, the Bank must credit the amount back to the Card account to restore it to the balance it would have shown without this debit. This does not affect any other claims of the Cardholder.

9.2. If the Card cannot be used, or can only be used to a limited extent, because an acceptance point refuses to accept the Card or is unable to process a transaction due to a malfunction,

the Bank will be liable for any losses arising therefrom to the extent such non-acceptance or malfunction was the fault of the Bank (or of a third party acting on its behalf).

10. CARD VALIDITY

10.1. The validity of the Card ends upon expiry of the month stated on the Card in the year stated on the Card. The use of an invalid Card is not permitted, but does not affect the Cardholder's obligation to pay for any items obtained with that Card.

10.2. The Bank will issue a new Card for a further period of validity sufficiently in advance before the current Card expires.

11. DURATION AND TERMINATION OF THE AGREEMENT

11.1. The Card agreement is concluded for an indefinite period and can be terminated by the Cardholder at any time subject to one month's notice. Termination can take place by sending written notice, duly signed, or by returning the Card itself. The Cardholder is encouraged to invalidate the Card before sending it to the Bank (e.g. by cutting it up).

The Bank is entitled to terminate the Card agreement subject to two months' notice by means of a communication in paper form or on another durable medium.

Each party to the Card agreement retains the right to terminate the agreement with immediate effect for an important reason that would make further maintenance of the agreement untenable. Termination for an important reason requires the same form as termination by notice for each of the parties.

11.2. If a Card is still valid after the end of the agreement, the Cardholder must invalidate the respective Card (e.g. by cutting it up). If the Cardholder fails to do so, the Bank is entitled to confiscate the Card.

11.3. Upon termination of the Card agreement, the Bank shall reimburse the Cardholder for the unused portion of the Card fee that was paid in advance.

11.4. As soon as the termination becomes effective, any further use of the Card is prohibited.

12. CARD BLOCKAGE

12.1. The Bank is obligated to block the Card if the Cardholder requests a blockage.

12.2. The Bank will block the Card if this is justified by objective reasons connected with Card security or in the case of suspected misuse or fraudulent use of the Card. For any card with a credit line, the Bank is entitled to block the Card if there is a substantially increased risk of the Cardholder being unable to meet their payment obligation (e.g. late payment, if there is a substantially increased risk that the Cardholder will not be able to meet his/her payment obligation (negative entries at credit agencies, insolvency)). As soon as the circumstances leading to the blocking of the Card

no longer exist, the Bank will, either on its own accord or at the Cardholder's request, either unblock the Card or replace the blocked Card with a new one.

12.3. Acceptance points are notified of the numbers of blocked cards and are authorised to confiscate blocked cards.

12.4. The Bank will inform the Cardholder of a block initiated by the Bank and the reasons therefor, if possible before blocking the Card, but at the latest immediately afterwards. This information will be omitted if it (1) would be contrary to objective security considerations, (2) would circumvent a provision of Community or national law, or (3) would violate a judicial or administrative order.

12.5. If the PIN is entered incorrectly three times in immediate succession at a terminal (cash dispenser or payment terminal) on one calendar day, the Card may be confiscated and/or rendered unusable for security reasons. However, the Card can be restored to usable status if the Cardholder requests a new PIN from the Bank. Irrespective of the location and operator of the respective terminal, a period of one calendar day, based on Austrian time, shall be applied.

12.6. If the Cardholder reports a loss, theft, fraudulent use or unauthorised use of the Card to the Bank, which the Cardholder can do free of charge, the Card will be blocked free of charge. As soon as the reasons for blocking the Card no longer exist, the Bank will unblock the Card, either of its own accord or at the Cardholder's request, or replace the Card with a new one.

12.7. Without prejudice to the Bank's duty pursuant to Section 64 (1) 3 ZaDiG 2018, the use of a blocked Card is not permitted. If a blocked Card is later recovered, it must be invalidated immediately (e.g. by cutting it up) and not be used any further.

13. CHANGE OF CARDHOLDER'S ADDRESS / MEANS OF COMMUNICATION

13.1. The Cardholder must notify the Bank immediately, in writing and duly signed or via internet banking, of any change to his/her address or email address. If the Cardholder has not made any change known, correspondence of legal significance/account statements sent by the Bank shall be deemed to have been received by the Cardholder as if they were received at the last address provided by the Cardholder.

13.2. It is agreed that the means of communication are electronic communication by means of messages to the internet banking mailbox, SMS or push notifications to the mobile phone and written or faxed communication in paper form, as well as telephone communication.

14. ADDITIONAL CARDS

14.1. Upon request of the principal Cardholder, additional cards can be issued to third parties (additional Cardholders) with their consent. By signing/co-signing the Card application, the additional Cardholder agrees with the Bank that these T&C are applicable in the relationship between the additional

Cardholder and the Bank. The additional Cardholder is a Cardholder within the meaning of these T&C.

The principal Cardholder must further ensure that the additional Cardholder complies with these T&C. The principal Cardholder is also subject to all obligations arising from these T&C in respect of the additional Card. Declarations of intent by the Bank which apply to the additional card can also be issued to the principal Cardholder, and the additional Cardholder hereby grants power of attorney for this purpose to the principal Cardholder.

14.2. The principal Cardholder can issue legally binding declarations concerning the additional Card without the consent of the additional Cardholder, and the additional Cardholder hereby grants power of attorney for this purpose to the principal Cardholder. The additional card can be terminated by either the principal Cardholder or the additional Cardholder. The principal Cardholder and the additional Cardholder are jointly and severally liable to the Bank for the payment of all liabilities arising from the use of the additional Card up to the limit in accordance with Section 2.2., which applies to the transactions of all Cards taken together.

14.3. If a principal Card is terminated, this termination shall also be effective for all additional cards issued for this principal Card.

15. USE OF THE CARD WITH THE 3D SECURE PROCEDURE

15.1. Requirements: The requirements for participation in the 3D-Secure procedure are that the Cardholder

- (a) actively uses the Bank's internet banking, and
- (b) has installed the MobileBanking app on his/her device and has also selected an authorisation code (ATC) during installation of the app.

15.2. The definitions in Section 1. are supplemented as follows:

15.2.1. Authorisation code (ATC): The ATC is an authorisation code to be used by the Cardholder in the app from Version 7 upwards, which can be used to issue instructions and other legally binding declarations of intent to the Bank in the context of internet banking. It also serves to approve Card payments within the framework of the 3D-Secure procedure.

15.2.2. Biometric data: When using the Bank's internet banking app on mobile devices (smartphone or tablet), the Cardholder can, depending on the technical capacities of the device, alternatively opt for biometric data (such as fingerprints or face ID) in the respective internet banking app instead of the internet banking PIN and/or the ATC.

15.2.3. Card data means the data shown on the Card which the Cardholder must provide to points of acceptance for payment for distance sales. These are generally the card number, expiry date and CVC/Card Verification Code or CVV/ Card Verification Value.

15.3. Paying with the 3D-Secure procedure:

15.3.1. The Cardholder is authorised to make cashless payments with his/her Card within the framework of distance sales (e-commerce) in the internet for supplies and services from points of acceptance which offer the 3D-Secure procedure in Austria and abroad.

15.3.2. When selecting the 3D-Secure procedure as a means of payment in the internet, the Cardholder must enter the Card data in the appropriate dialogue fields. After the Cardholder has entered his/her Card data, when clicking on the push notification which s/he receives on his/her mobile device registered for the use of the app, s/he will be directed straight to the page of the app on which the 3D-Secure procedure payment must be approved. After checking the details of the acceptance point and the intended legal transaction (in particular the invoice amount) the Cardholder must enter his/her ATC in the designated input field provided. By entering the ATC and confirming the payment with the functions provided for the relevant payment procedure (e.g. the OK button), the Cardholder irrevocably instructs the Bank to pay the invoice amount to the acceptance point.

15.4. In the Bank's internet banking, the Cardholder has the option of deactivating the Card for all payments for distance selling services and thus also for the 3D-Secure procedure. The Bank will block the Card for the 3D-Secure procedure without the involvement of the Cardholder if the requirements for blocking the Card exist (see Section 13.2.). A Card blockage results in a blockage of participation in the 3D-Secure procedure.

15.5. The duties of care in Section 5. are supplemented as follows:

15.5.1. If the Cardholder identifies fraudulent use or any other unauthorised use of the payment instrument in the 3D-Secure procedure, s/he must report this immediately in accordance with Section 5.8.

15.5.2. The Cardholder must check the push notification for the approval of a payment in accordance with Section 15.3.2.

15.6. The Bank is not required to ensure that all points of acceptance accept the 3D-Secure procedure. The Bank is therefore not liable for the availability of the 3D-Secure procedure at a specific acceptance point.

16. CHANGING THE PIN

16.1. The Cardholder can change the four-digit numerical PIN for his/her Card at cash dispensers within the European Economic Area (EEA) without withdrawing cash if the cash dispensers offer this function. A maximum of 3 changes are possible within a period of 365 days. This function is available if the cash dispenser has a corresponding menu item.

16.2. To change the PIN, after inserting the Card into the card reader of the cash dispenser, the Cardholder must follow the instructions shown on the cash dispenser and enter the currently valid PIN, followed by entering the new four-digit numerical PIN selected twice. Once the PIN change has

been confirmed, only the new PIN can be used for customer authentication in further transactions.

17. CHANGES TO THE TERMS AND CONDITIONS, FEES, EXCHANGE RATES AND INTEREST RATES

17.1. Changes to the Terms and Conditions:

17.1.1. Changes to these T&C must be agreed upon.

17.1.2. This can also take place by means of the following procedure: Changes to these T&C and to the Card agreement shall be proposed to the Cardholder by the Bank in sufficiently good time that the Cardholder receives the notification of the change no later than two months before the proposed date for it to come into force. The Cardholder shall be deemed to have issued his/her agreement if the Bank does not receive any objection from the Cardholder before the proposed date on which the changes are to become effective. The Bank will draw the Cardholder's attention to this fact in the proposed changes. The change proposal must be communicated to the Cardholder, together with the provisions to be changed and the proposed changes set out in the form of a comparison or a modified version. Until the changes enter into effect, the Cardholder has the right to terminate the Card agreement free of charge and without notice. The Bank will draw the Cardholder's attention to this fact in the proposed changes.

17.1.3. The notice referred to in Section 17.1.2. shall be sent by regular post to the address last notified to the Bank by the Cardholder. In derogation of this procedure, the Bank will send this notification electronically via the mailbox in online banking (e.g. 24YOU) if the Cardholder has concluded an internet banking agreement with the Bank. This electronic notification will be given in such a way that the Bank is unable to modify its offer of amendments unilaterally and the Cardholder has the possibility to save and print out the notification. If such an electronic notification is transmitted via internet banking, the Bank will at the same time inform the Cardholder that the proposed changes are available and can be viewed in the internet banking mailbox. The Bank will inform the Cardholder of this fact by means of a separate email that is sent to the email address last notified to the Bank by the Cardholder, or a separate SMS that is sent to the mobile phone number last notified to the Bank by the Cardholder for the receipt of SMS messages in conjunction with the internet banking service, or a push notification that is sent to the mobile device registered for using the mobile banking app.

17.1.4. The foregoing Sections 17.1.2. and 17.1.3. do not apply to amendments of services provided by the Bank.

17.2. Changes to fees:

17.2.1. Changes to fees must be agreed.

17.2.2. This can also take place by means of the following procedure: Changes to the agreed fees (excluding fees whose amount is shown as a percentage or surcharge) shall be proposed to the Cardholder by the Bank in sufficiently good time that the Cardholder receives the notification of the change no later than two months before the proposed date

for it to come into force. The Cardholder shall be deemed to have issued his/her agreement if the Bank does not receive any objection from the Cardholder before the proposed date on which the changes are to become effective. The Bank will draw the Cardholder's attention to this fact in the proposed changes. The proposed changes must be communicated to the Cardholder, together with the scope of the changes to fees. Until the changes enter into effect, the Cardholder has the right to terminate the Card agreement free of charge and without notice. The Bank will draw the Cardholder's attention to this fact in the proposed changes.

17.2.3. A proposal by the Bank to change its fees in accordance with Section 17.2.2. must not exceed the extent of the change to the Consumer Price Index 2000 published by Statistics Austria, and may take place only once a year. The Bank will offer the Cardholder a change in fees in the extent to which the change in the index value published for December of the previous year corresponds to the index value published for December of the year before this. In its notification of the change, in addition to the extent and date of the proposed fee change, the Bank will also inform the Cardholder of the date of the last fee change prior to the proposed changes and of the extent of the change in the Consumer Price Index since the last fee change. Figures shall be rounded to the nearest whole cent.

17.2.4. The communication in accordance with Section 17.2.2 shall take place in accordance with Section 17.1.3.

17.3. Adjustment of exchange rates to reference exchange rates: Changes to the exchange rates can be applied immediately without the agreement of the Cardholder and without prior notice, provided that the changes are based on the reference exchange rates pursuant to Section 8.

18. CHOICE OF LAW AND PLACE OF JURISDICTION

18.1. The place of performance is Vienna. This does not apply to payments which the Cardholder must make to the Bank.

18.2. Austrian law shall apply to the contractual legal relationship with the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Insofar as the Bank (a) exercises its activity in a state in which the respective Cardholder who is a consumer has his/her habitual place of residence and which is not Austria, or (b) has directed such activity in any way towards such a state or to several states including such a state and provided that the respective contractual relationship falls within the scope of this activity, then the choice of law in accordance with Section 18.2. (1) shall not remove from a Cardholder who is a consumer within the meaning of Art. 6 (1) and (2) of the Rome I Regulation (EC) No 593/2008 the protection granted to them by the mandatory provisions of the law of the state in which they have their habitual place of residence. This paragraph 2 does not apply in cases of Art. 6 (4) (a) and (d) of the Rome I Regulation (EC) No 593/2008.

18.3. The general place of jurisdiction in Austria that applies

for proceedings instituted by a Cardholder who is a consumer or against a Cardholder who is a consumer at the time of the conclusion of the agreement with the Bank shall remain applicable even if the consumer transfers his/her residency to a foreign country after the conclusion of the loan agreement and judicial decisions are enforceable in that country.