

These Customer Guidelines govern the legal relationship between the holder of an account (the "Account Holder") for which one or several Business ServiceCards ("BSC") have been issued and the authorised holder of the BSC (the "Cardholder") (jointly also referred to as the "Customer") and UniCredit Bank Austria AG (the "Bank").

## **1. GENERAL PROVISIONS**

### **1.1. Account Holder:**

An account holder who requests the Bank to issue a BSC to him/her shall sign a card application addressed to the Bank. A card application for a joint account shall be signed by all account holders. All account holders shall be jointly and severally liable for liabilities arising in connection with the BSC/BSCs. Whenever the term "Account Holder" is used below, this term shall mean all Account Holders in the case of joint accounts.

In the context of these conditions, only entrepreneurs within the meaning of the Austrian Business Code (Unternehmensgesetzbuch – UGB) qualify as Account Holders.

### **1.2. Cardholder:**

An account holder may apply for the issue of a BSC for himself/herself and for third parties. Such third parties shall co-sign the card application and accept these Customer Guidelines.

### **1.3. Application for a card, card agreement:**

If the Bank accepts an application for a card signed by the Account Holder, the card agreement comes into effect. In any case, the application for a card will be deemed to have been accepted upon delivery of the BSC to the Cardholder.

### **1.4. Use of the Business-ServiceCard by the Cardholder:**

The Cardholder is entitled to use the BSC at Cash Manager terminals installed at the Bank to make cash deposits in euro in the account for which the bank card was issued (also referred to as "reference account" below).

The Cardholder is also entitled to collect account correspondence relating to the reference account at the branch.

### **1.5. Duration of validity of the Business ServiceCard, duration of the card agreement, and termination:**

#### **1.5.1. Duration of validity of the Business ServiceCard:**

After conclusion of the card agreement the Cardholder receives a BSC, which shall be valid for an indefinite period.

#### **1.5.2. Exchange of the Business ServiceCard:**

If a valid card agreement exists, the Bank is entitled to demand that the Cardholder return the BSC and to make a new BSC available to the Cardholder.

#### **1.5.3. Destruction of the Business ServiceCard:**

After receipt of a new card the Cardholder shall provide for the safe destruction of the old card.

#### **1.5.4. Duration of the card agreement:**

The card agreement shall be concluded for an unlimited period of time. It shall end in any event upon termination of the account relationship with the Account Holder. The Account Holder and the Cardholder may terminate the card agreement at no additional cost at any time subject to one month's notice.

The Bank may terminate the card agreement subject to two months' notice. The card agreement may be terminated with immediate effect by the Bank and by the Account Holder and the Cardholder for important reasons.

The cancellation or early termination of the card agreement shall have no effect on the Account Holder's and Cardholder's obligations; all such obligations shall be fulfilled.

#### **1.5.5. Return of the Business ServiceCard:**

Upon termination of the account relationship all BSCs issued for the account, and upon termination of the card agreement the relevant BSC, shall be returned. The Bank is entitled to cancel and/or withdraw any BSCs which are not returned.

**1.6. Delivery of and amendments to the Customer Guidelines and the card agreement:**

Any amendments to these Customer Guidelines agreed between the Customer and the Bank, or to the card agreement, shall be deemed to have been agreed upon expiry of a period of two months following receipt by the Customer of the notice regarding the amendments offered unless the Bank has received an objection from the Customer before the end of that period. The Customer may be notified in any form agreed with him/her. An agreement made with the Customer regarding the provision of statements or communications by the Bank shall also apply to a notice regarding an amendment to these Customer Guidelines or to the card agreement.

In the notice the Bank shall draw the Customer's attention to the fact that the Customer Guidelines or the card agreement have been amended, and to the fact that in the absence of any response from the Customer, he/she will be deemed to consent to such amendments upon expiry of a period of two months following receipt of the notice. Moreover, the Bank will publish on its website a comparison of the amended provisions of these Customer Guidelines and the complete version of the new Customer Guidelines. The Bank shall also provide the Customer, at his/her request, with a printed copy of the new Customer Guidelines in its business premises or by mail. In the notice regarding the amendments offered, the Bank shall draw the Customer's attention to these options.

**2. PROVISIONS CONCERNING THE BUSINESS SERVICECARD**

**2.1. Instruments of use:**

The Cardholder shall receive from the Bank the BSC as instrument of use. The Bank is entitled to send the BSC to the Cardholder. The BSC shall remain the property of the Bank.

**2.2. Agreement on and change of limit**

**2.2.1. Agreement on limit:**

In the application for a card the Account Holder and the Bank agree on the limit per time unit up to which the BSC may be used to pay cash into Cash Manager terminals installed at the Bank.

**2.2.2. Change of limit:**

Any changes of limits agreed between the Customer and the Bank shall be deemed to have been agreed upon expiry of a period of two months following receipt by the Customer of the notice regarding the changes offered unless the Bank has received an objection from the Customer before the end of that period. The Customer may be notified in any form agreed with him/her. An agreement made with the Customer regarding the provision of statements or communications by the Bank shall also apply to a notice regarding changes of limits.

In the notice the Bank shall draw the Customer's attention to the fact that the limits have been changed, and to the fact that in the absence of any response from the Customer, he/she will be deemed to consent to such changes upon expiry of a period of two months following receipt of the notice.

**2.3. Signing the Business ServiceCard:**

The Cardholder shall sign the BSC in the appropriate space immediately after receiving the BSC.

**2.4. Reporting obligation in the case of loss or theft of the Business ServiceCard:**

In the event of the loss, theft, misuse or other unauthorised use of the BSC, the Cardholder and/or the Account Holder shall immediately inform the branch which manages the account as soon as either becomes aware of such theft, loss or misuse. In addition, the Cardholder and/or the Account Holder shall report any loss or theft of the bank card to the competent authority and surrender to the Bank an original or a copy of the relevant report at its request.

**2.5. Billing:**

Transactions made using the BSC will be credited to the account for which the BSC was issued and communicated in the manner agreed with the Account Holder for the provision of communications.

**2.6. Changes of address:**

The Account Holder and the Cardholder shall inform the Bank of any change of his/her address in writing without delay. If the Account Holder or Cardholder fails to inform the Bank of any change of his/her address, written statements or communications by the Bank shall be deemed to have been received when they have been sent to the address last notified to the Bank by the Account Holder and/or Cardholder.

**2.7. Choice of law:**

Any and all legal relations between the Account Holder and/or Cardholder and the Bank shall be governed by and construed in accordance with Austrian law.