

**The present translation is furnished for the client's convenience only. The original German text of the "General Information about Consumer Payment Services" (in German: "Allgemeine Informationen zu Zahlungsdienstleistungen für Verbraucher") shall be binding in all respects. In case of any divergence between the English and the German wording, constructions, meanings, or interpretations, the German version shall govern exclusively.**

Purpose of the following information is to inform our clients as consumers in accordance with Section 1 par. 1 no. 2 of the Austrian Consumer Protection Act (in short: CPA; in German: "Konsumentenschutzgesetz" – "KSchG") about the conditions that may be important in relation to the payment services offered by DenizBank AG. This information shall in no case replace the required contractual agreements.

## I. DenizBank AG

### 1. Bank Data (for contact data of the branches, see Annex)

DenizBank AG  
Thomas-Klestil-Platz 1, 1030 Vienna  
Website: <http://www.denizbank.at>  
Phone (Domestic) 0800 88 66 00; 0505 105 2000  
Phone (International) +43 505 105 2000  
Fax: +43 (0) 505 105 2029  
Video and live chat function: <http://www.denizbank.at> Email: [service@denizbank.at](mailto:service@denizbank.at)

Commercial Registration: Vienna, Commercial Register No. FN142199t  
Court of Registration: Vienna Commercial Court  
General Place of Jurisdiction: as regards the place of jurisdiction, see Section 21 par. 2 of the General Terms and Conditions.

UID No.: ATU40118109  
DVR number: 0845981  
Swift Code/BIC: ESBK AT WW, Bank Sort Code: 19650

Responsible Regulatory Authority: Financial Market Authority (Banking Supervision Department), Otto-Wagner-Platz 5, 1090 Vienna <http://www.fma.gv.at>

Chamber/commercial association: Wirtschaftskammer Österreich (Austrian Economic Chambers), Federal Division Bank and Insurance, Wiedner Hauptstraße 63, 1040 Vienna, <http://www.wko.at>

### 2. License

DenizBank AG (in the following also 'credit institution') was granted a license by the Austrian Financial Market Authority, Otto-Wagner-Platz 5, 1090 Vienna, for the performance of Bank Services including Payment Services for its clients in accordance with § 1 par. 1 of the Austrian Banking Act.

Applicable legal provisions are in particular the Austrian Banking Act (in short: ABA, in German: "Bankwesengesetz"- "BWG"), the Payment Services Act 2018 (in short: PSA, in German: "Zahlungsdienstegesetz 2018"- "ZaDiG 2018"), the Consumer Payment Account Act (in short: CPAA, in German: "Verbraucherzahlungskontengesetz" - "VZKG") and the Securities Supervision Act 2018 (in short: SSA 2018, in German: "Wertpapieraufsichtsgesetz" - "WAG 2018"), available at <http://www.ris.bka.gv.at>.

## II. Framework Contracts for Payment Services and Charges

### 1. General Information

"Payment Services" terms various banking services, described in detail under Section IV. Contracts concluded for the use of these banking services are termed as "Framework Contracts for Payment Services" (in short: "framework contracts").

Together with this "General Information about Consumer Payment Services" the client will receive prior to the conclusion of a framework contract for payment accounts (in particular a current account agreement (in German: "Girokontovertrag") or a master account agreement (in German: "Stammkontovertrag")), the client will receive the text of the agreement including the applicable terms and conditions, notably the "General Terms and Conditions of DenizBank AG" ("Allgemeine Geschäftsbedingungen der DenizBank AG") and the particular special terms and conditions (as, for example, the "Special Conditions for Online Savings", the "Customer Guidelines Debit Cards" and the "Conditions for Participation in Internet Banking"; hereafter referred to as "conditions"), which the interested client has to agree upon related to the payment services offered by DenizBank AG. The conditions are part of the framework contracts as far as agreed upon by DenizBank AG and the client.

During the duration of the framework contract the client may demand a free copy of this "General Information about Consumer Payment Services" and of the conditions in paper form or another durable medium at any time.

### 2. Changes of Framework Contracts and the Conditions Agreed in Framework Contracts

Amendments to the framework contract, to the contractual conditions or to agreements, relating to individual payment services will be proposed to the client no later than two months prior to the date scheduled for these to become applicable. The client's acknowledgement of these amendments is deemed issued and the amendments therefore deemed to be agreed, if the client fails to notify DenizBank AG of the objection to the amendments prior to the date scheduled for these amendments to become applicable.

The aforementioned change proposal as well as the comparison of the provisions affected by the amendments will be communicated to the client in paper form or, if the client has concluded an agreement with the Bank related to the usage of internet banking, by electronic transmission to the internet banking postbox.

Within its change proposal, DenizBank AG will inform the client and make him aware that his failure to respond, as described above will count as a tacit consent to the proposed changes. Moreover, DenizBank AG will publish a comparison of the provisions affected by the amendment and the complete version of the conditions on its website and, at the client's request provide them to the client in paper form or transmit by post. DenizBank AG will inform the client of this possibility with the notification of the proposed changes.

More information about the form of delivery in the internet banking postbox can be found in section III.4. of this "General Information about Payment Services for Consumers".

The client is entitled to terminate the framework contract without notice and free of charge prior to the amendments' coming into effect. DenizBank AG will also inform the client about this possibility in its change proposal.

The above applies to changes of provisions that do not concern the existence or the extent of mutual main services in framework contracts for payment services (in particular the current account agreement).

### 3. Duration and Termination

Unless otherwise agreed, framework contracts for payment services are concluded for an indefinite duration. The client may terminate a framework contract for payment services, in particular a current account agreement, at any time and free of charge on the last day of the current month, whereby cancellations declared on the last business day of a month take effect at the first business day of the following month. The right to terminate a framework contract for payment services free of charge and without notice, in particular the

current account agreement, in case of changed conditions proposed by DenizBank AG, shall remain unaffected.

DenizBank AG may terminate framework contracts concluded for an indefinite duration after a notice period of two months (in particular current account agreements).

Termination shall be notified to the client in paper form or, if the client has entered into an agreement regarding the usage of internet banking, by electronic transmission of the notice of termination to the internet banking postbox.

For exceptional reasons, DenizBank AG and the client may terminate the entire business relationship or individual parts at any time with immediate effect, notwithstanding durations agreed

#### 4. Fees and Costs

Fees charged by the credit institution for account maintenance and payment services are listed in the "List of Charges" issued together with this "General Information about Consumer Payment Services", which is a part of the framework contract (in particular of the current account agreement).

The "List of Charges" (in German: "Preisaushang") includes the fees for notification about the non-performance of a payment order, consideration of a revocation after entry of irrevocability and the efforts to replace a transfer amount misdirected because of incorrect client identification.

DenizBank AG will provide the "Fee Information Document" (in German: "Entgeltaufstellung") in accordance with Section 8 Consumer Payment Account Act to the client in the branches in paper form and - if the client has entered into an agreement for participation in Internet banking - via Internet banking in electronic form, once per year and upon termination of the framework contract. At the client's request, the credit institution will provide the "Fee Information Document" to the client in paper form free of charges.

Amendments to DenizBank AG's services fees as agreed in a framework contract (in particular current account agreements) for services to be provided by DenizBank AG (except debit interest) are only valid with the client's consent. Such changes will be proposed to the client by DenizBank AG in due time, therefore change proposals will be received at least two months prior to the date scheduled for these to become applicable, which is the 1<sup>st</sup> April of each year.

The client's consent may also be obtained tacit pursuant to the procedure described in section II.2

The aforementioned change proposals will be communicated to the client in paper form or, if the client has entered into an agreement regarding participation in internet banking, by electronic transmission of the change proposal to the internet banking postbox. Within its change proposal, DenizBank AG will inform the client and make him aware that his failure to respond, as described above will count as tacit consent to the proposed changes.

For details regarding delivery to the internet-banking postbox, see III.4. of this "General Information about Consumer Payment Services".

The maximum fee adjusted (increase or reduction) that may be agreed with the client in the aforementioned manner is tied to the change in the national consumer price index for 2015 ("Consumer Price Index", in short "CPI"), published by Statistics Austria. Such a change may be made once a year (starting from 1<sup>st</sup> April of each year) only. The adjustment will be proportional to the annual average rates of inflation for the relevant previous year. The fee resulting from the adjustment will be rounded to the nearest whole cents in line with customary commercial practice. In the change proposal, DenizBank AG will announce the extent and timing of the proposed fee-changes, as well as the date of the most recent changes in fees and changes in the CPI since the last change of fees. If the client was not offered the increase in fees resulting from the development of CPI in a certain year, this increase may be offered to the client later with future effect.

In any case, the client has the right to terminate the framework contract free of charge and without notice before the changes enter into force. DenizBank AG will draw the client's attention on this fact in the change proposal.

#### 5. Interest

The interest rates applicable to credit- and debit balances of the payment account are agreed in the framework contract. As long as an interest rate adjustment clause is agreed upon with the client (for example, in the framework contract or in the conditions), an interest rate adjustment will take place according to this interest rate adjustment clause. Beside from the agreement on an interest rate adjustment clause, a change of the interest rates is possible

with client's consent.

#### 6. Foreign Currency Transactions

If it is necessary to buy or sell amounts in a foreign currency as part of a payment service to be provided by DenizBank AG, the purchase or sale is processed on behalf of the payment service user by DenizBank AG, based on the exchange rate determined on the international foreign exchange market. Trades on the international foreign exchange market are executed directly via the participating financial institutions trading networks. Determination of the Euro Reference Rates is based on the current foreign exchange market rates. If a current price determination on the international currency market is impossible, the rate will be determined at least once a day, but no later than 16:30 (CET) of the relevant business day, based on the Euro Reference Rates at published by the European Central Bank (ECB). The ECB's Euro Reference Rates may be found under [www.ecb.int](http://www.ecb.int).

The applicable conversion rate is calculated from the respective market value determined on the international currency market or the Euro Reference Rate, plus a commercial margin. The amount of the margin depends on the respective currency and the country-specific currency risk to be borne by DenizBank AG. An up-to-date stock price sheet as well as the "List of Charges" showing the transaction costs, including the amount of the margin attributable to the respective currencies, are currently available online under [www.denizbank.at](http://www.denizbank.at).

As exchange rates on the international foreign exchange market are changing currently, the conversion rate to be applied at the time of determination of the last Euro Reference Rate can be provided as a non-binding orientation only. The actual conversion rate applicable at the time of the order is determined on a case-by-case basis and communicated to the client for confirmation before the order is placed. By confirming the exchange rate, the client issues the order to complete the transaction.

The price determination is subject to regulatory requirements; compliance is monitored by internal controls and regulatory audits.

#### III. Communication with DenizBank AG

##### 1. Language

Where contracts are concluded and for client-communication in connection with payment services, DenizBank AG uses German Language as long as nothing else has been expressly agreed upon.

##### 2. Possibilities for Communication

In addition to personal conversation during the opening hours of the bank branches or after previous agreement even outside of these opening hours, the client has the possibilities listed under I.1. "Bank Data"..

##### 3. Legally Binding Declarations and Notifications

Legally relevant correspondence between DenizBank AG and its clients will be conducted in writing - unless agreed otherwise.

For authorisation of payment orders, notifications and provision of information related to payment orders, the form of communication agreed in the framework contract shall be applicable. As far as agreed with the client, beside written communication, if the client has the necessary technical equipment, such as computers and communication connection points, in particular may be applicable:

- Internet banking (via internet and via the DenizMobile APP) using the agreed personal identification features (in particular, user number, PIN and TAN, fingerprint/dotlock)
- Fax, email, and telephone using the password agreed upon for this purpose, as far as is offered by the bank and expressly agreed upon by the client
- as far as offered by the bank and expressly agreed upon by the client other kinds of electronic data transmission under consideration of the agreed security precautions

##### 4. Deliveries to the Internet Banking Postbox

In case of deliveries to the internet banking postbox, the client will be informed separately by email to the last known email address provided by the client. In this case, the change proposal shall be deemed to have been received if the client for whom they were intended is able to retrieve them under normal circumstances.

The electronic notification in the internet banking postbox is provided in a way that DenizBank AG cannot unilaterally modify the proposed changes and the client has the option to store and print to the message at any time.

#### IV. Payment Transaction Services by DenizBank AG

##### 1. Offered Services in General

DenizBank AG offers the following payment transaction services:

1.a. Services allowing cash deposits to a payment account or cash withdrawals from a payment account, as well as all processes required managing payment accounts (**deposit and payment business**).

1.b. Execution of payment transactions, including the transfer of monetary amounts to the user's payment account at DenizBank AG or another credit institution:

- i. **Debit transactions:** Execution of SEPA debit transactions - one- time or standing
- ii. **Cash card transactions:** Execution of payment transactions using a debit card or a similar instrument
- iii. **Bank transfer transactions:** Execution of bank transfers including standing orders

2. Description of the Main Characteristics of the Payment Services Listed Above

2.a. Maintenance of Payment Accounts and Payment Transactions

Payment accounts (in particular current and master accounts) are accounts designed for payment transactions and do not serve investment purposes.

At the opening of a payment account the prospective account holder shall provide evidence on identity. Payment accounts are kept under the name of the account holder and a related account number. Persons authorised to dispose or to sign for a payment account have to deposit their signature at DenizBank AG. DenizBank AG will allow written dispositions with regards to the clients account via the registered signatures.

The account holder is exclusively entitled to dispose over the payment account. Only persons whose power of representation is based on statutory provisions or persons who hold written power of attorney explicitly authorising them to dispose of the payment account shall be entitled to represent the account holder; the shall be obliged to prove their identity and power of representation.

The account holder may expressly and in writing grant third parties authority to sign for the account. The person so authorised to sign for the account shall only be entitled to make and revoke dispositions on the amount in the account.

Cash deposits on a payment account above an amount of EUR 1,000.00 require the payers legitimation as well as it may be required for diligence obligations to be observed by DenizBank AG. Several apparently related processes exceeding the amount of EUR 1,000.00 are to be observed accordingly. A cash withdrawal from a payment account may be executed by an authorised person (account holder, authorised signatory, authorised representative, etc.) after an appropriate legitimation or confirmation of the authorisation.

2.b. Execution of Payment Transactions

2.b.i. Debit Transactions

For a debit transaction, the client authorises the payee, the payee's credit institution or his own credit institution to debit the client's payment account.

In the SEPA direct debit scheme, the payer mandates a payee to execute the collection directly (SEPA mandate). As the payer's account-keeping bank, DenizBank AG will not be involved in this process and will merely carry out the accounting.

**Refund deadline for SEPA direct debits:** see section VII.2..

2.b.ii. Payment Transactions Initiated via a Debit Card or a Similar Instrument

a. Debit Card

A debit card enables the client to use the card service after entering the personal code - also called PIN (Personal Identification Number) - within an agreed limit.

The card service is a worldwide cash withdrawal and a cashless payment system, allowing cash withdrawals and/or cashless payments by using the debit card at designated acceptance points. For small-amount payments the card service may be used at specially designated payment terminals even without inserting the debit card and without entering the personal code.

The cardholder is in particular authorised

- to withdraw cash, both nationally and internationally, up to the agreed limit using the debit card and providing the personal code, at cash dispensers labelled with a symbol imprinted on the debit card;
- to make cashless payments for services and goods of national and international commercial enterprises and service providers, up to the agreed limit using the debit card and providing the personal code, at registers labelled with a symbol imprinted on the debit card ("Point of Sale"-registers, "POS-registers"). Also cash dispensers can have the

function of a POS-register. Instead of entering the personal code, signature can be demanded abroad.

- to pay at POS-registers labelled with the "contactless" symbol (if the debit card is equipped with the contactless function) for deliveries and services from contractual partner-companies national and international, up to an amount of EUR 25.00 per individual transaction contact- and cashless using the debit card, but without inserting the debit card and without a signature and/or providing the personal code, by merely holding the debit card near the POS register.

For security purposes, the total amount that may be paid by small-amount payments in sequences without entering the personal code, is limited to EUR 125.00. After the limit has been reached, a cashless payment or a cash withdrawal has to be executed by the cardholder using the personal code in order to enable further contactless payments.

The limits for cash withdrawals and cashless payments authorised via personal code/PIN (= personal identification number) are to be established for the respective card and to be agreed upon with the client. Payments initiated by using debit cards are withdrawn individually from the account.

b. Credit Cards

Credit cards authorise the card holder by providing the personal code - also called the PIN (personal identification number), by giving signature or through a contactless swipe of the card at a payment terminal (if the credit card is equipped with the contactless function) for the following services within the agreed limits:

- to receive goods without cash and services from connected contractual partner-companies by providing the card;
- to receive services via distance selling from connected partner-companies ordered written or by phone without presentation of the card and without cash payments, as long as the contractual partner-company provide this service. The same applies for the online-execution of legal transactions;
- to withdraw cash up to the agreed amount from authorised banks;
- To receive cash up to the agreed limit national and international from labelled cash dispensers using the credit card and the personal code.

c. Internet Banking (via Internet or DenizMobile APP)

DenizBank AG internet banking enables the client to

- submit contractual declarations using the personal identification features (client number, PIN, transaction number (TAN), fingerprint/dotlock)
- place account queries or to access account statements,
- order payment transactions from payment accounts using individual identification features, if the client is account holder or authorised signatory,
- open investment accounts (in particular, daily due deposit account, time deposit account and savings plan account) and to transfer credits from payment accounts to these accounts.

d. Telephone Banking

Telephone banking enables the client to carry out dispositions via phone, to make valid inquiries, to authorise DenizBank AG to carry out orders and to make legally-binding declarations. When using telephone banking, the name and any other agreed identification feature, including the password are to be provided by the client.

2.b.iii. Transfer Transactions (Including Standing Orders)

A transfer is the cashless transmitting of a determined amount from one account to another within the same or another credit institution. The order for the transfer may be issued in any form agreed with DenizBank AG. The client has to authorise the order by signature according to registered authorisations and/or personal identification features such as, a TAN (= transaction number) and to ensure an adequate account balance.

A standing order is an order by the account holder or the authorised signatory to the bank to execute payments in the same amount to the same recipient's account in regular intervals. A standing order is valid until revocation or is limited by a timeline defined by the client.

The SEPA transfer is the unified European payment product for domestic and cross-border Euro transfers within the entire SEPA area (Single Euro Payments Area).

When transfers are to be made in Euro to a payee whose account is held by a payment service provider within Austria or another country of the European Economic Area (EEA), the payee is to be identified by the payee's International Bank Account Number (IBAN).

When transfers are to be made in other currencies than Euro, to a payee whose



account is held by a payment service provider within the EEA, the payee is to be identified providing the IBAN and the Bank Identifier Code (BIC) of the payment service provider of the payee.

When transfers are to be made to a payee whose account is held by a payment service provider outside the EEA, the payee is to be identified by name, as well as

- by providing the payee's account number and using either name, the sort code or the BIC of the payee's payment provider or
- by providing the payee's IBAN and the BIC of the recipient's payment provider.

The information on IBAN, IBAN and BIC, or, as the case may be, on the account number of the payee and the name/sort code/BIC of the payee's payment service provider shall constitute the payee's unique identifier on the basis of which the transfer order is carried out. Additional information relating to the payee such as, in particular the name of the payee (within the European Economic Area) or the designated purpose shall not form part of the unique identifier. Such information is only used for documentation purposes and shall be disregarded by the credit institution when carrying out the transfer.

The designated purpose stated in the transfer order shall be irrelevant to the DenizBank AG in any case.

Acceptance of a transfer order by DenizBank AG shall not, in and of itself, give rise to any rights of a third party vis-à-vis DenizBank AG.

DenizBank AG shall only be obliged to carry out a transfer order if sufficient funds (credit balance or arranged overdraft) to cover the total amount are available in the client's account.

The client is also entitled to use a payment initiation service provider for issuing the transfer order to DenizBank AG, unless the client's payment account is not accessible online.

**V. Due Diligence Obligations for Payment Instruments and Blockage of Payment Instruments**

**1. The Client's Due Diligence Obligations regarding Payment Instruments**

After receipt and while using a payment instrument the client has to take all reasonable precautions to protect the personalised security features against unauthorised access to the transmitted security features (in particular the personal code, TAN, etc.) and the payment instruments (e.g. debit card). The client is also obligated to keep the payment instrument carefully in own interest. The transfer of the payment instrument to a third person is not permitted. The personalised security features must be kept confidential and may not be labelled on the payment instrument. The personalised security features may not be notified to anyone, in particular not to relatives, employees of DenizBank AG, other account holders, or other card holders. Using personalised security features the client should be aware that these may not be exposed to third parties.

We also refer to our "Client Guidelines for Debit Cards" (in German: "Kundenrichtlinie für Debitkarten") and our "Conditions for Participation in Internet Banking" (in German: "Teilnahmebedingungen Internetbanking").

**2. Blockage of Payment Instruments**

**2.a. Blockage Initiated by DenizBank AG**

DenizBank AG shall be authorised to block payment instruments issued to the client, if

- this is justified by objective reasons in connection with the security of the payment instrument, or
- there is suspicion of unauthorised or fraudulent use of the payment instrument, or
- the client has not fulfilled the payment obligations in connection with a credit line linked to the payment instrument (arranged overdraft or overrun), and
- either the fulfilment of the payment obligation is jeopardised because the financial situation of the client or of a co-debtor deteriorates or is put at risk, or
- the client has become, or is imminently in danger of becoming, unable to pay.

Unless notice of the blocking or of the reasons for such blocking would violate an order issued by a court or an administrative authority and/or would compromise Austrian or Community legislation or objectively justified security reasons, DenizBank AG shall notify the client of such blocking and of the reasons for it in a manner of communication agreed with the customer, where possible, before the payment instrument is blocked, but in any event immediately thereafter.

**2.b. Blockage Initiated by the Client**

The client is obliged to notify the loss, theft, unauthorised use or any other kind of misuse of a payment instruments to DenizBank AG immediately after getting aware. The notification to DenizBank AG may be made personally during branch opening hours, in writing, or by phone from Monday to Friday from 8:00 a.m. to 6:00 p.m. using the phone number 0800 88 66 00 or worldwide under +43 505 105 2000. Additionally a blocking of the debit card may be initiated at any time using the emergency blocking number established by the PSA Payment Services Austria GmbH ("PSA Emergency Blocking"). The phone number of the emergency blocking hotline can be found domestically on the labels of any cash dispenser or online under [www.psa.at](http://www.psa.at) or may be asked for in the branches of any credit institution.

**VI. Authorisation and Execution of Payment Orders**

**1. Authorisation, Revocation, and Refusal of Payment Orders**

DenizBank AG shall consider a payment order authorized only, if the payer has given consent to it in a form agreed for this purpose and using a payment instrument agreed upon. The clients consent can be substituted by court mandates or official orders.

The consent can be revoked by the client

- until the client's payment order has been received by DenizBank AG or
- in case of a later date of execution has been agreed, only upon the expiration of the business day preceding the execution date.

on demand of the client SEPA direct debits may be revoked by the client until the end of the business day prior to the ordered day of debit at the latest.

If a payment transaction is initiated by a payment initiation service provider, revocation is possible until the client has given consent to the payment initiation service provider.

DenizBank AG may only reject to execute an authorised payment order, if

- it does not fulfil all the conditions set out in the framework contract and in the conditions (in particular, if the required information, such as the client identifier, is missing or in case of insufficient coverage of account credit or an open credit line); or
- the execution is in conflict to European or Austrian regulations, a judicial mandate or an official order is violated; or
- in case of a reasonable suspicion that the execution might cause a criminal offense.

In case the execution of a payment order is refused, DenizBank AG will inform the client about the refusal in the agreed form as soon as possible, but within the time frame defined in Z 39a par. 3 and 4 of the General Terms and Conditions at the latest.

**2. Reception of Payment Orders**

The point of time when a payment order fulfils all requirements agreed with the client is received by DenizBank AG is termed as time of receipt. The execution period starts with the time of receipt.

A payment order is deemed to be received on the same day by DenizBank AG if the order reaches DenizBank AG within a business day up to the cut-off time shown in the table below. If a payment order is not received on a business day or within defined cut-off time below, it is deemed to be received on the next business day.

Business days for DenizBank AG are Monday to Friday except for legal holidays, the 24th of December, and Good Friday.

Type of order placement	Cut-off time for payment orders
<b>Paper-based</b> placement of orders for domestic payments, payments within the European Economic Area, in Euro (SEPA)	4:00 p.m.
<b>Electronic</b> order placement (internet banking) for domestic payments, payments within the European Economic Area, in Euro (SEPA)	4:30 p.m.
Other foreign payment transactions: <b>paper-based or electronic</b> (internet banking) order placement with or without conversion into foreign currency	4:00 p.m.
<b>Paper-based or electronic</b> (internet banking) order placement for domestic payments in foreign currency	4:00 p.m.

### 3. Execution and Duration of Payment Orders

DenizBank AG will ensure that after receipt, the amount of the payment transaction is received by the payee's payment service provider no later than the end of the following business day (for paper-based payments at the end of the second following business day). These deadlines apply only to the following payment transactions within the European Economic Area (EEA):

- payment transactions in Euro and
- payment transactions in which amounts in Euro are transferred and converted into the national currency of an EEA member, which does not participate to Euro Monetary Union.

For payment transactions within the European Economic Area that are not mentioned above, the performance period shall not exceed 4 business days.

To assure the performance times, all agreed conditions have to be met (in particular complete indication of the client identifier and sufficient coverage on the account).

### 4. DenizBank AG's Liability for Unsuccessful or Incorrect Performance of Payment Orders

DenizBank AG shall be liable to the client for payment orders initiated directly by the client to a payee's account maintained in the EEA for the proper execution of the payment transaction, until it is received by the payee's payment service provider.

For payment orders in favour of payee accounts held at credit institutions outside the EEA, DenizBank AG is obliged to ensure that the payment order is processed as soon as possible and, if not specified by the client, to engage suitable additional payment service providers.

After the amount of the payment transaction initiated by the payer is received by the payee's payment service provider, the payee's payment service provider is responsible towards the recipient for the orderly execution of the payment transaction.

If a payment order is instantiated by or via the payee, the payee's payment service provider is responsible towards the payee

- for the orderly transmission of the payment order to the payer's payment service provider and
- for the processing of the payment order in compliance with the obligations regarding value date and availability.

### 5. Information about Individual Payment Processes

After the execution of a payment transaction DenizBank AG will make available or submit the following information to the client in a way of communication agreed for this purpose (in particular in the account statement):

- A reference enabling the identification of the payment transaction and if applicable the payee
- The amount subject to the payment transaction in the currency in which the payee's payment account is credited, or in the currency stated in the payment order
- If applicable, the amount of any charges for the payment transaction and a breakdown of the amounts of such charges, or the interest payable
- If applicable, the exchange rate the payment transaction is based on
- the debit value date or the date of receipt of the payment order.

This information will be retrospectively made available to the client free of charge - if not included in the account statement referring to the transaction - once a month in paper form or via another agreed durable medium, so that the client may store or reproduce the information unchanged. DenizBank AG also will on demand of the client provide information against a refund on paper or on another agreed durable data medium to the client once per month.

This information will be made available to the client, irrespective of the participation in the payment transaction as payer or payee.

## VII. Liability and Refund in Connection with Payment Orders

### 1. Payment Processes Unauthorised by the Client

#### a. Account Debit Correction

If a payment order was executed debiting a client's account without the client's authorisation, DenizBank AG will immediately, and in any event no later than by the end of the following business day, restore the client's account to the state in which it would have been had the unauthorised payment transaction not taken place, that means the debiting of the account with the amount of the payment process will be refunded with the value date of the debit.

To trigger this correction the client has to notify without undue delay

DenizBank AG on becoming aware of the unauthorised payment transaction. The client's right expires 13 months after the debit date at the latest, if the information specified in section VI.5. has been provided or transmitted by the payment service provider. Apart from the client's claim for correction, claims against DenizBank AG justified by other legal bases may also be possible in certain cases.

#### b. Client's Liability

If payment transactions unauthorised by the client resulting from the misuse of a payment instrument, the client is obliged to refund DenizBank AG's total loss, if the client caused the damage

- i. with fraudulent intent or
- ii. under intentional or grossly negligent injury in respect of the obligations to keep payment instruments carefully safe.

If the client's obligations were injured in minor negligence (that negligence cannot be excluded acting under average diligence), the client's liability for the damage is limited to EUR 50.00.

The client is not liable (except for the case described in section 1.b.i) for payment transactions initiated by a payment instrument after the client notified DenizBank AG to block that payment instrument.

In case of a possible division of claims, especially the nature of the personalized security features and the particular circumstances in which the loss, theft or misappropriation of the payment instrument has taken place shall be taken into account.

Any amount debited to an account after a blocking notification, will be refunded to the account holder, as long as they were not caused by the client's fraudulent intent. Likewise, the amount (including costs and interest) shall be refunded if the client has not been able to immediately make a blocking notification pursuant to V. 2.b.

If DenizBank AG does not require a strong client authentication for payment orders, the client shall be liable to DenizBank AG for damages only in case of fraudulent intent.

### 2. Refund of an Authorised Payment Transaction Initiated by the Payment Receiver

The client may claim a refund from DenizBank AG of an authorised payment transaction, which has been initiated by or through a payee and which has already been executed, if both of the following conditions are met:

- the authorisation did not specify the exact amount of the payment transaction when the authorisation was given; and
- the amount of the payment transaction exceeded the amount that the payer could reasonably have expected taking into account the previous spending pattern, the conditions in the framework contract and relevant circumstances of the case.

At the request of DenizBank AG, the client shall bear the burden of proving those conditions were met.

In case of a SEPA direct debit, the client is also entitled to an unconditional refund.

In any of the above cases, the client may request the refund from DenizBank AG of the amount debited from the account due to an issued direct debit mandate within 8 weeks from the date on which the account was debited. DenizBank AG is obliged to fulfil the client's request within ten business days and to reverse the debit to the account with the amount withdrawn to the value on the date of debiting the account.

## VIII. Secure Procedure for Informing the Client of Fraud or Security Risks

In the event of suspected or actual fraud or security risks, DenizBank AG will inform the client of the suspected fraud, fraud or security risks using a secure process. If the client has entered into an agreement for using internet banking and if the client's access to his internet banking has not been blocked due to the (suspected) fraud or the respective security risks, DenizBank AG will notify the client via the internet banking postbox. If the client has not entered into an agreement for the use of internet banking or if the client's access to his internet banking has been blocked due to the (suspected) fraud or security risks, DenizBank AG will inform the client via mail at the address last given by the client. If the (suspected) fraud or security risks require urgent notification of the client, DenizBank AG will also try to notify the client by telephone.

## IX. Complaints

DenizBank AG always strives for the best possible clientcare in terms of customer requests, wishes and requirements in all areas of banking business.

## General Information about Consumer Payment Services

If the client nevertheless has reason for a complaint, DenizBank AG will pursue this complaint promptly. For this purpose, the client should either contact the personal client advisor or - if no satisfactory settlement can be reached in this way - to the complaints office of DenizBank AG under the address [feedback@denizbank.at](mailto:feedback@denizbank.at).

The client can also appeal to the Joint Arbitration Board of the Austrian Banking Industry, Wiedner Hauptstraße 63, 1045 Vienna, for an independent out-of-court settlement of disputes. Further information regarding the above-mentioned arbitration board and the conditions for their referral can be found under [www.bankenschlichtung.at](http://www.bankenschlichtung.at).

The client may also contact the Financial Market Authority, Otto-Wagner-Platz 5, 1090 Vienna.



For the decision of disputes in connection with the account maintenance or payment services, the courts of general jurisdiction, which apply Austrian law, shall be responsible. The general place of jurisdiction of DenizBank AG is mentioned above together with the Bank Data under Point I. 1.

Attachment: Supplement - branches

**Contact and client services**

Client service is our focus

Your trust and your satisfaction are of the utmost importance at DenizBank AG. For questions you can reach our company by telephone Monday through Friday from 8:00 am - 6:00 pm via our free hotline at [0800 88 66 00](tel:0800886600). For calls from outside the country, please use [+43 505 105 - 2000](tel:+435051052000). Our employees are available for personal conversation within opening hours of the branch, or outside of these by arrangement.

**Our branches**

ADRESSE	ÖFFNUNGSZEITEN	TELEFON + FAX
Zentralfiliale Thomas-Klestil-Platz 1, 1030 Wien	Mo – Fr: 08:00 – 12:30, 13:30 – 16:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
City Kärntner Ring 14, 1010 Wien	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Favoriten Favoritenstraße 102, 1100 Wien	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Meidling Schönbrunner Straße 218-220, 1120 Wien	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Ottakring Neulerchenfelder Straße 6-8, 1160 Wien	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Floridsdorf Prager Straße 2 / Am Spitz 15, 1210 Wien	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Simmering Simmeringer Hauptstrasse 52, 1110 Wien	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Baden Erzherzog-Rainer-Ring 3, 2500 Baden	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Wr. Neustadt Hauptpl. 4, 2700 Wr. Neustadt	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Linz Graben 16, 4020 Linz	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Graz Radetzkystraße 1-3, 8010 Graz	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Innsbruck Brixner Straße 3, 6020 Innsbruck	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168
Bregenz Römerstraße 1-3, 6900 Bregenz	Mo – Fr: 09:00 – 12:30, 13:30 – 17:00	Tel.: 0800 88 66 00 Fax: +43 (0) 505 105 - 2168