

Western Union Digital Banking Germany

Compare version

Please see below a comparison setting out the relevant changes:

1. Pre-contractual information:

Current version	New version (with changes in red)
<p>About Western Union International Bank GmbH (hereinafter referred to as the "Bank")</p> <p>Bank details Western Union International Bank GmbH Wiedner Gürtel 13 1100 Vienna Austria Internet: www.westernunionbank.com, www.westernunion.com/wuplus E-mail: office@westernunionbank.com Telephone number: +43 (0)1 50617-0 Customer service: +496990235063 BIC (SWIFT-Code): WUIBATWWXXX, Bank code: 19880</p> <p>Legal authorised representative of Western Union International Bank GmbH Managing Directors of the Bank are: Doris Lahey-Anzinger, Bernhard Kirschner.</p> <p>Main activity of Western Union International Bank GmbH The main activity of the Bank is the operation of current accounts and the money transfer business.</p> <p>License and Supervisory Authority The Austrian Financial Market Authority (FMA) has granted the Bank a license to provide banking services, which entitles the Bank to provide payment services to its customers.</p>	<p>About Western Union International Bank GmbH and its German branch Western Union International Bank GmbH Niederlassung Deutschland (hereinafter referred to as the "Bank")</p> <p>Bank details Headquarters Western Union International Bank GmbH Wiedner Gürtel 13 1100 Vienna Austria Internet: www.westernunionbank.com, www.westernunion.com/wuplus Email: office@westernunionbank.com Customer service: +496990235063 Telephone number: +43 (0)_1 50617-0</p> <p>BIC (SWIFT-Code): WUIBATWWXXX, Bank code: 19880</p> <p>Legal authorised representative of Western Union International Bank GmbH Managing Directors of the Bank are: Doris Lahey-Anzinger, Bernhard Kirschner, Christian Berger</p> <p>German branch Western Union International Bank GmbH Niederlassung Deutschland Kurfürstendamm 11 10719 Berlin Germany Internet: www.westernunion.com/de/en/digitalbanking.html E-mail: office@westernunionbank.com Customer service: +496990235063 BIC (SWIFT-Code): WUIDDEF1XXX, Bank code: 500 166 00</p> <p>Permanent representative of Western Union International Bank GmbH Niederlassung Deutschland Wilfried Weyer</p> <p>Main activity of Western Union International Bank GmbH The main activity of the Bank is the operation of current accounts and the money transfer business.</p> <p>License and Supervisory Authority The Austrian Financial Market Authority (FMA) has granted the Bank a license to provide banking services, which entitles the Bank to provide payment services to its customers. Western Union International Bank GmbH acts through its branch Western Union International Bank GmbH Niederlassung Deutschland in Germany.</p>

The regulatory authority responsible for the Bank is the Austrian Financial Market Authority (*Finanzmarktaufsicht – FMA*), Otto-Wagner-Platz 5, 1090 Vienna, Austria.

In this context, the following provisions are particularly relevant for the conduct of the Bank's business: the Austrian Banking Act (*Bankwesengesetz – BWG*, Federal Law Gazette No. 532/1993 as amended from time to time), the Austrian Payment Services Act (*Zahlungsdienstegesetz – ZaDiG*, Federal Law Gazette I No. 17/2018 as amended from time to time), the Austrian Securities Supervision Act (*Wertpapieraufsichtsgesetz – WAG*, Federal Law Gazette I No. 107/2017 as amended from time to time) and the Austrian Savings Bank Act (*Sparkassengesetz – SpG*, Federal Law Gazette No. 64/1979 as amended from time to time). These provisions are available on the Internet at <http://www.ris.bka.gv.at>.

Deposit protection fund

The Bank is affiliated with the deposit protection fund of the Einlagensicherung Austria Ges.m.b.H. (*Austrian Banks Compensation Scheme*). The deposit protection fund secures all liabilities which are to be disclosed in the balance sheet position, "liabilities towards Customers". Demand, term and savings deposits are included.

Entry (of the head office) in the commercial register

Commercial Court Vienna, Marxergasse 1A, 1030 Vienna – registration number FN 256184 t

Value added tax identification number

ATU 61347377

Option of legal remedy/extrajudicial settlement of disputes

- Due to disputes arising from the application of the Payment Services Act (*Zahlungsdienstegesetz – ZaDiG*), you can call upon the Joint Conciliation Board of the Austrian Banking Industry (*Gemeinsame Schlichtungsstelle der Österreichischen Kreditwirtschaft*), Wiedner Hauptstrasse 63, A-1045 Vienna and/or lodge a complaint with the Austrian Financial Market Authority (*Finanzmarktaufsicht – FMA*), OttoWagner-Platz 5, A-1090 Vienna, without prejudice to your right to bring the matter before the court. The

The regulatory authority responsible for the Bank's branch in Germany is Bundesanstalt für Finanzdienstleistungsaufsicht (*BaFin*), Graurheindorfer Straße 108, 53117 Bonn, Germany.

The home state regulatory authority responsible for the Bank is the Austrian Financial Market Authority (*Finanzmarktaufsicht – FMA*), Otto-Wagner-Platz 5, 1090 Vienna, Austria.

In this context, the following provisions are particularly relevant for the conduct of the Bank's business: ~~the Austrian~~ Austria: Banking Act (*Bankwesengesetz – BWG*, Federal Law Gazette No. 532/1993 as amended from time to time), ~~the Austrian~~ and Payment Services Act (*Zahlungsdienstegesetz – ZaDiG*, Federal Law Gazette I No. 17/2018 as amended from time to time), ~~the Austrian Securities Supervision Act (*Wertpapieraufsichtsgesetz – WAG*, Federal Law Gazette I No. 107/2017 as amended from time to time) and the Austrian Savings Bank Act (*Sparkassengesetz – SpG*, Federal Law Gazette No. 64/1979 as amended from time to time)~~. These provisions are available on the Internet at <http://www.ris.bka.gv.at>.

Germany: Payment Accounts Act (*Zahlungskontengesetz – ZKG*) and Code of Civil Procedure (*Zivilprozessordnung – ZPO*), each as amended from time to time. These provisions are available on the Internet at <https://www.gesetze-im-internet.de/>
Mandatory German consumer protection regulations remain unaffected.

Deposit protection fund

The Bank is affiliated with the deposit protection fund of the Einlagensicherung Austria Ges.m.b.H. (*Austrian Banks Compensation Scheme*). The deposit protection fund secures all liabilities which are to be disclosed in the balance sheet position, "liabilities towards Customers". Demand, term and savings deposits are included.

Entry (of the branch office) in the commercial register

Commercial Register B of the Local Court Frankfurt am Main - registration number HRB 77719

Entry (of the head office) in the commercial register

Commercial Court Vienna, Marxergasse 1A, 1030 Vienna – registration number FN 256184 t

Value added tax identification number

Germany: DE249383661

Austria: ATU 61347377

Option of legal remedy/extrajudicial settlement of disputes

- Due to disputes arising from the application of the Payment Services Act (*Zahlungsdienstegesetz – ZaDiG*), you can call upon the Joint Conciliation Board of the Austrian Banking Industry (*Gemeinsame Schlichtungsstelle der Österreichischen Kreditwirtschaft*), Wiedner Hauptstrasse 63, A-1045 Vienna and/or lodge a complaint with the German Bundesanstalt für Finanzdienstleistungsaufsicht (*BaFin*), Graurheindorfer Straße 108, 53117 Bonn, Germany or the Austrian Financial Market Authority (*Finanzmarktaufsicht – FMA*), OttoWagner-Platz 5, A-1090 Vienna, without prejudice to your right to bring the matter

general legal venue of the Bank is the Commercial Court Vienna.

- Furthermore, the European commission has set up a European online dispute resolution platform (ODR Platform) for businesses in connection with online contracts for services to be settled by customers out of court. The ODR Platform can be accessed under the following link: <http://ec.europa.eu/consumers/odr/>

Retrieval and storage possibility for contractual conditions

You have the ability to retrieve and view all the contractual provisions from your contract with Bank on Bank's website (westernunion.com/wuplus).

before the court. The general legal venue of the Bank is the Commercial Court Vienna.

- Furthermore, the European commission has set up a European online dispute resolution platform (ODR Platform) for businesses in connection with online contracts for services to be settled by customers out of court. The ODR Platform can be accessed under the following link: <http://ec.europa.eu/consumers/odr/>

Retrieval and storage possibility for contractual conditions

You have the ability to retrieve and view all the contractual provisions from your contract with Bank on Bank's website

(www.westernunion.com/wuplusde/en/digitalbanking.html).

2. General Terms & Conditions:

Current version	New version (with changes in red)
<p>Section 1 (1) These General Terms and Conditions (hereinafter referred to as the "GTC") shall apply to the overall business relationship between the customer and all branch offices of Western Union International Bank GmbH (hereinafter referred to as the "Bank") in Austria and abroad. Provisions contained in agreements concluded with the customer or in special terms and conditions shall prevail.</p>	<p>Section 1 (1) These General Terms and Conditions (hereinafter referred to as the "GTC") shall apply to the overall business relationship between the customer and <u>all branch offices of Western Union International Bank GmbH acting through its branch Western Union International Bank GmbH Niederlassung Deutschland</u> (hereinafter referred to as the "Bank") in <u>Austria and abroadGermany</u>. Provisions contained in agreements concluded with the customer or in special terms and conditions shall prevail.</p>

3. Special Conditions for debitcard and virtual debitcard

Current version	New version (with changes in red)
<p>These DC-SC govern the legal relationship between the holder of an account (hereinafter referred to as the "Account Holder") for which one or more debit card(s) (hereinafter referred to as "reference card(s)") is/are issued and the respective authorised holder of this reference card (hereinafter referred to as the "Cardholder") on the one hand and Western Union International Bank GmbH (hereinafter referred to as the "Bank") on the other hand.</p>	<p>These DC-SC govern the legal relationship between the holder of an account (hereinafter referred to as the "Account Holder") for which one or more debit card(s) (hereinafter referred to as "reference card(s)") is/are issued and the respective authorised holder of this reference card (hereinafter referred to as the "Cardholder") on the one hand and Western Union International Bank GmbH <u>acting through its branch Western Union International Bank GmbH Niederlassung Deutschland</u> (hereinafter referred to as the "Bank") on the other hand.</p>

4. Special Conditions for electronic banking per Western Union Digital Banking app

Current version	New version (with changes in red)
<p>1.1. Usage of electronic banking per Western Union Digital Banking App (hereinafter referred to as "e-banking")</p> <p>These Special Conditions regulate the use of e-banking of Western Union International Bank GmbH (hereinafter referred to as the "Bank") by the customer.</p>	<p>1.1. Usage of electronic banking per Western Union Digital Banking App (hereinafter referred to as "e-banking")</p> <p>(1) These Special Conditions regulate the use of e-banking of Western Union International Bank GmbH <u>acting through its branch Western Union International Bank GmbH Niederlassung Deutschland</u> (hereinafter referred to as the "Bank") by the customer.</p>

5. Western Union Digital Banking_Pricing list:

Current version	New version (with changes in red)
<p>Appendix 1</p> <p>Account Currency</p> <p>Euro</p>	<p>Appendix 1</p> <p>Account Currency</p> <p>Euro</p>

United States Dollars
 British Pound Sterling
 Romania Leu
 Polish Zloty
 Bulgarian Lev
 Czech Koruna
 Hungary Forint
 Turkish Lira
 Saudi Riyal
 Thailand Baht
 Philippines Peso
 Singapore Dollar
 South African Rand
 UAE Dirhams

United States Dollars
 British Pound Sterling
 Romania Leu
 Polish Zloty
~~Bulgarian Lev~~
 Czech Koruna
 Hungary Forint
 Turkish Lira
~~Saudi Riyal~~
 Thailand Baht
~~Philippines Peso~~
 Singapore Dollar
~~South African Rand~~
 UAE Dirhams

6. Glossary

Change to German list of most representative services linked to the payment account. Please see below the changes to the current glossary shown in red. The current version can be found here:

<https://www.westernunion.com/de/en/digitalbanking/terms-and-conditions.html>

GLOSSARY

This glossary explains the services associated with a payment account. These are standardised terms according to ~~the Consumer Payment Account Services Regulation – VZKD V: Art. 3 para 5 of Directive 2014/92/EU (§ 47 para 1 ZKG)~~:

List of the most representative services linked to the payment account

General services linked to the account		
1	Maintaining the account	The account provider operates the account for use by the customer.
2	Online banking	The account provider enables banking transactions to be performed via an Internet connection and the customer performs banking transactions through this online banking facility.
3	Requested account statement	An account provider makes a separate account statement available to the customer upon request in conjunction with maintaining the account, for which a separate fee is to be paid.
Payments (cardless)		
42	Credit transfer	The account provider conducts credit transfers as instructed to by the customer from the customer's account to another account. <i>A relevant payment account service within the meaning of § 2 para 6 ZKG exists if a transfer is made in euros within the EEA states.</i>
53	Incoming credit transfer	The customer receives the amount of a payment transfer from the EEA states credited to their payment account, that was not paid in by them over the counter or using a teller machine operated by their payment service provider euros.
64	Standing order	The account provider makes regular <u>regularly</u> transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account. <i>A relevant payment account service within the meaning of § 2 para 6 ZKG exists if the transfer is made in euros within the EEA states.</i>
75	Direct debit	The customer permits someone else <u>authorizes another person</u> (recipient) to instruct the account provider to transfer money from the customer's account to that recipient <u>the recipient's account</u> . The account provider then transfers money <u>from the customer's account</u>

		to the recipient <u>recipient's account</u> on a date or dates agreed by the customer and the recipient. The amount may vary. <i>A relevant payment account service within the meaning of § 2 para 6 ZKG exists if the direct debit is made in euros from EEA states.</i>
6a	<u>Justified refusal to honour a direct debit</u>	The fee shall be charged if the payment service provider <u>Justifiably does not honour a direct debit in euros from EEA countries.</u>
86b	Information on <u>Justified refusal to execute a transfer order</u>	The account provider informs <u>fee is charged if the customer separately about payment transactions that have been refused (standing orders, service provider justifiably does not execute a credit transfers, standing orders).</u> transfer order in euros to EEA countries.
<u>Cards and cash</u>		
97	Providing a debit card	The account provider provides a payment card linked to the customer's account. The amount of each transaction made using the <u>payment card</u> is taken <u>debited</u> directly and in full from the customer's account.
108	<u>Providing a credit card</u> Cash deposit	The customer pays in cash at the service counter or telling machine of their payment service provider, which the account provider credits to the customer's account. The account provider provides a <u>payment card</u> that is linked to the customer's account. The total amount of transactions made using the <u>payment card</u> within an agreed period is debited in full or in part from the customer's account on a specific date. A credit agreement between the provider and the customer specifies whether the customer will be charged interest for utilising the credit.
9	<u>Cash deposit</u>	The customer pays cash in euros into his account at the counter or at their payment service provider's machine.
110	Cash withdrawal	The customer takes <u>withdraws</u> cash out of the customer's from their account. <i>A relevant payment account service within the meaning of § 2 para 6 ZKG exists if the cash withdrawal is made at the counter in euros.</i>
11	<u>Cash withdrawal with the debit card at ATMs</u>	The customer withdraws cash in euros from his account using the <u>debit card</u> at an ATM within the EEA states.
12	<u>Cash withdrawal with the debit card at foreign ATMs in foreign currency</u>	The customer withdraws cash from his account using the <u>debit card</u> in foreign currency (not in euros) at foreign ATMs.
13	<u>Cash withdrawal with the credit card at ATMs</u>	The customer withdraws cash in euros from his account using the <u>credit card</u> at an ATM within the EEA states.
14	<u>Cash withdrawal with the credit card at foreign ATMs in foreign currency</u>	The customer withdraws cash from his account using the <u>credit card</u> in foreign currency (not in euros) at foreign ATMs.
15	<u>Use of the debit card to pay in foreign currency</u>	Overdrafts and related services The customer uses the debit card to pay for goods or services in foreign currency (not in euros) at terminals.
16	<u>Use of the credit card to pay in foreign currency</u>	The customer uses the credit card to pay for goods or services in foreign currency (no in euros) at terminals.
17	Arranged overdraft	The account provider and the customer agree in advance that the customer may borrow money when <u>can debit their account even if there is no money left in the account. The agreement determines a specifies the maximum amount that up to which the account can still be borrowed, debited in this case</u> and whether <u>the customer will be charged</u> fees and interest will be charged to the customer.
18	Overrunning of <u>Tolerated</u> overdraft facility	The customer overrun <u>exceeds</u> their available <u>credit</u> balance with a payment transaction that is tolerated by or the account provider and

	<p>in the case of an arranged overdraft facility the agreed maximum overdraft limit granted to him with an authorization. The order is nevertheless executed and the payment account is debited accordingly.</p>
--	---

7. Fee information_Standard Account:

Change to German list of most representative services linked to the payment account without changes to current fees. The current version can be found here:
<https://www.westernunion.com/de/en/digitalbanking/terms-and-conditions.html>

8. Fee information_Premium Account:

Change to German list of most representative services linked to the payment account without changes to current fees. The current version can be found here:
<https://www.westernunion.com/de/en/digitalbanking/terms-and-conditions.html>

9. Western Union International Bank GmbH (“WUIB”) Mobile Wallet Terms

Current version	New version (with changes in red)
<p>1. WUIB offers the holder of an Account to which a debit card is issued the possibility to use this debit card also in a wallet on mobile devices (the “Mobile Wallet”). These terms (the “Mobile Wallet Terms”) are in addition to your agreement with WUIB that applies to the use of your WU+ account and your Platinum debit card (the “Card”) (together the “Account Documents”). The Account Documents, including, inter alia, the Special Conditions for Debit Card and Virtual Debit Card, still apply to your use of your Card in the Mobile Wallet. Unless terms are defined differently herein, terms in capitals in these Mobile Wallet Terms have the same meaning as they do in the Account Documents. If there is any conflict between these Mobile Wallet Terms and the Account Documents, the Account Documents apply.</p> <p>5. You are obliged in your own interest to carefully store mobile devices on which your Card is activated in a Mobile Wallet and to protect them from access by third parties. Keep your Card details and this device safe. If you add your Card to a device, anyone with sufficient access to that device will be able to make payments using your Card. If needed, you can always freeze your Card in the WU+ App.</p> <p>6. Keep your Card and WU+ App secure. The same provisions extend to the use of your Card through a Mobile Wallet as set out in the Account Documents including keeping your Card details safe at all times and reporting any unrecognized transactions immediately to WUIB.</p>	<p>1. WUIB offers the holder of an Account to which a debit card is issued the possibility to use this debit card also in a wallet on mobile devices (the “Mobile Wallet”). These terms (the “Mobile Wallet Terms”) are in addition to your agreement with WUIB that applies to the use of your WU+<u>Western Union Digital Banking</u> account and your Platinum debit card (the “Card”) (together the “Account Documents”). The Account Documents, including, inter alia, the Special Conditions for Debit Card and Virtual Debit Card, still apply to your use of your Card in the Mobile Wallet. Unless terms are defined differently herein, terms in capitals in these Mobile Wallet Terms have the same meaning as they do in the Account Documents. If there is any conflict between these Mobile Wallet Terms and the Account Documents, the Account Documents apply.</p> <p>5. You are obliged in your own interest to carefully store mobile devices on which your Card is activated in a Mobile Wallet and to protect them from access by third parties. Keep your Card details and this device safe. If you add your Card to a device, anyone with sufficient access to that device will be able to make payments using your Card. If needed, you can always freeze your Card in the WU+<u>Western Union Digital Banking</u> App.</p> <p>6. Keep your Card and WU+<u>Western Union Digital Banking</u> App secure. The same provisions extend to the use of your Card through a Mobile Wallet as set out in the Account Documents including keeping your Card details safe at all times and reporting any unrecognized transactions immediately to WUIB.</p>